

1(0700)21-22

PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES IN THE COORDINATION AND FACILITATION OF COMMUNAL LAND COMMUNITY CONSULTATIONS ON THE PROPOSED LAND TENURE AND ADMINISTRATION POLICY AS WELL AS INFORMATION COLLATION, ANALYSIS AND REPORT WRITING SERVICES.

CLOSING DATE: 28 FEBRUARY 2022 @ 11:00

TECHNICAL ENQUIRIES : Mr. Sibongiseni Ndimande
TEL : 012 312 9777
EMAIL: Sibongiseni.ndimande@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Kopano Ntsoane/ Ms Queen Mokale
TEL : 012 312 8262/012 312 8105
EMAIL: kopano.ntsoane@dalrrd.gov.za / queeneth.mokale@dalrrd.gov.za

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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 Pfarelo Makhado: **Tel:** (012) 312 9518

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

RFQ NO: 5-2-1(700) 21-22

CLOSING TIME: 11H00

CLOSING DATE: 28 February 2022

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), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 3.3, SBD4, SBD6.1, SBD 8, SBD9 , 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
QUOTATION MANAGEMENT
DATE: 17 February 2022

MAP TO QUOTATION BOX (B BOX)

RFQ NO: 1(0700) 21-22 CLOSING DATE: 28 DECEMBER 2022 @ 11:00

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)

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

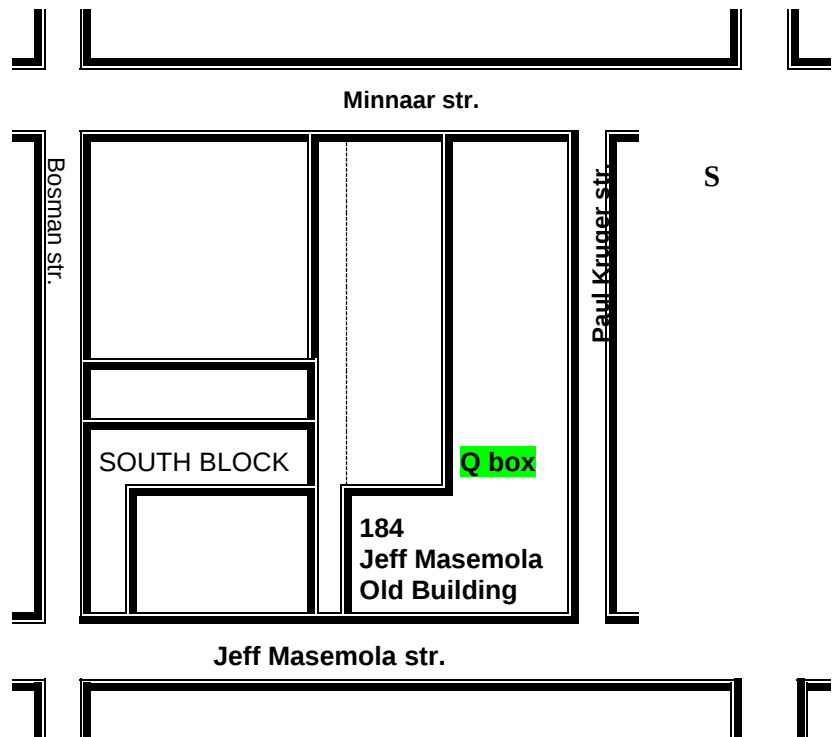
THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”

**DEPARTMENT OF AGRICULTURE,
LAND REFORM AND RURAL
DEVELOPMENT
Acquisition Management
(QUOTATION)
THE OLD BUILDING 184
JEFF MASEMOLA STREET, PRETORIA,
0001**

**THE QUOTATION BOX OF THE OFFICE
OF THE DEPARTMENT OF
AGRICULTURE, LAND REFORM AND
RURAL DEVELOPMENT IS OPEN 24
HOURS A DAY, 7 DAYS A WEEK. THE
BID BOX WILL BE CLOSED AT 11H00
WHICH IS THE CLOSING TIME OF RFQ.**



BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT YOUR BID IN A SEALED ENVELOPE

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 (RURAL DEVELOPMENT AND LAND REFORM)					
BID NUMBER:	1(0700)21-22		CLOSING DATE:	28 February 2022	CLOSING TIME: 11:00
DESCRIPTION	PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES IN THE COORDINATION AND FACILITATION OF COMMUNAL LAND COMMUNITY CONSULTATIONS ON THE PROPOSED LAND TENURE AND ADMINISTRATION POLICY AS WELL AS INFORMATION COLLATION, ANALYSIS AND REPORT WRITING SERVICES.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
184 JEFF MASEMOLA STREET					
PRETORIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Kopano Ntsoane/ Ms Queen Mokale		CONTACT PERSON	Mr Sibongiseni Ndimande	
TELEPHONE NUMBER	012 312 8262/8516		TELEPHONE NUMBER	012 312 9777	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	kopano.ntsoane@dalrrd.gov.za Queen.Mokale@dalrrd.gov.za		E-MAIL ADDRESS	Sibongiseni.ndimande@dalrrd.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

Bid No.:

Name of Bidder:

TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES ON COMMUNAL LAND COMMUNITY CONSULTATIONS ON PROPOSED LAND TENURE AND ADMINISTRATION POLICY AND THE INFORMATION COLLATION, ANALYSIS AND REPORT WRITING

DALRRD 2021-2022

TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES ON COMMUNAL LAND COMMUNITY CONSULTATIONS ON PROPOSED LAND TENURE AND ADMINISTRATION POLICY AND THE INFORMATION COLLATION, ANALYSIS AND REPORT WRITING

(Professional Services)

NAME OF BIDDER: BID NO.: DRDLR -00

CLOSING TIME

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
---------	-------------	---

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate rates based on the total estimated cost for all the activities and including expenses inclusive of VAT for the project.
- 3 **TOTAL BID PRICE** R.....

NB: REFER TO PARAGRAPHS 7 OF THE TERMS OF REFERENCE

DESCRIPTION	PERCENTAGES	COST
PROJECT INCEPTION REPORT	20%	R.....
FIRST REPORT ON PROCEEDINGS ON CONSULTATION WITH TRADITIONAL LEADERSHIP	55%	R.....
FIRST REPORT ON COMMUNITY (AND OTHER PRECEDING) CONSULTATIONS	15%	R.....
FINAL REPORT	10%	R.....
TOTAL PROJECT COST (EXCLUDING VAT)		R.....
VAT 15%		R.....
TOTAL INCLUSIVE OF VAT		R.....

Bid Initials
 Bid's Signature Page 20 of 59
 Date:.....

Bid No.:

Name of Bidder:

TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES ON COMMUNAL LAND COMMUNITY CONSULTATIONS ON PROPOSED LAND TENURE AND ADMINISTRATION POLICY AND THE INFORMATION COLLATION, ANALYSIS AND REPORT WRITING

NB: TRAVEL, ACCOMMODATION AND VENUE FOR FACILITATORS WILL BE PAID BY THE DEPARTMENT.

.....

Any enquiries regarding bidding procedures may be directed to –

AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
PRIVATE BAG X 833
PRETORIA
0001

Technical Related:

The Director: Policy Research and analysis
Mr Sibongiseni Ndimande
Tel 012 312 9777
Email: Sibongiseni.Ndimande@dalrrd.gov.za

Bid Related:

Supply Chain Related Enquiries:

Mr Kopano Ntsoane
Quotations Management, Supply Chain Management
Telephone number: (012) 312 8206
Email: kopano.ntoane@dalrrd.gov.za

Bid Initials
Bid's Signature..... Page 21 of 59
Date:.....

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....
.....

2.10 Are you, or any person connected with the bidder, YES/NO
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:
.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left\{ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right\} \quad \text{or} \quad P_s = 90 \left\{ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right\}$$

Where

Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	☐	☐
Black people who are youth	☐	☐
Black people who are women	☐	☐

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



agriculture, land reform & rural development

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

DIRECTORATE: POLICY RESEARCH AND ANALYSIS

Private Bag X833, Pretoria, 0001; Tel: 012 312 9832; Fax: 012 325 6184

TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES IN THE COORDINATION AND FACILITATION OF COMMUNAL LAND COMMUNITY CONSULTATIONS ON THE PROPOSED LAND TENURE AND ADMINISTRATION POLICY AS WELL AS INFORMATION COLLATION, ANALYSIS AND REPORT WRITING SERVICES.

1. PROJECT PURPOSE

1.1 The purpose of the project is to support the Department of Agricultural, Land Reform and Rural Development (DALRRD) with consultations with communities and collation of information on consultations with Traditional Leaders. It is to further secure support on the:

- 1.1.1 Records and Information management of all preceding stakeholder meetings and the community meetings to also be facilitated through services required of this project;
- 1.1.2 Overall information assessments and analysis;
- 1.1.3 consider the Constitution, caselaw, national guiding Policy such as the 1997 as well as the legislation implications;
- 1.1.4 Draw out the key policy matters arising from the consultations and review of documents from preceding engagements;
- 1.1.5 Formulate recommendations in response to these in collaboration with the departments Policy Task Team on Land Tenure and Administration;
- 1.1.6 Support engagements with the Executive and resultant updates and documents or information required;
- 1.1.7 Support the Land Summit with the necessary documentation and reports;

TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES IN THE COORDINATION AND FACILITATION OF COMMUNAL LAND COMMUNITY CONSULTATIONS ON THE PROPOSED LAND TENURE AND ADMINISTRATION POLICY AS WELL AS INFORMATION COLLATION, ANALYSIS AND REPORT WRITING SERVICES.

- 1.1.8 Support with further extracting the policy and making of recommendations with the department (Task Team and Executive);
- 1.1.9 Support the tabling of these post summit policy issues and recommendations to Cabinet;
- 1.1.10 Manage the closure of the project and handover of relevant documents;

2. PROJECT BACKGROUND

- 2.1. There are no Provincial Houses in the Provinces of Gauteng and the Western Cape whilst the Western Cape has no officially recognised traditional leaders, there are two traditional communities in Gauteng, namely the AmaNdebele and Lebelo and AmaNdebele Sokhulumini communities, are represented in the NHTL since there is no Provincial House in Gauteng.
- 2.2. Important to note is that the two Gauteng traditional communities and the three in the North West Province have already been consulted at the time of consulting Traditional Leaders of these provinces.
- 2.3. There are three key tasks to the project; firstly, the facilitation of 26 local community meetings and managing their records and collating their reports in preparation for analysis and recommendations development. The communities are the following:
 - 2.3.1. Two in the Free State Province;
 - 2.3.2. Five in the Eastern Cape Province;
 - 2.3.3. Eleven in KwaZulu-Natal Province;
 - 2.3.4. Five in Limpopo Province;
 - 2.3.5. Three in Mpumalanga Province;
 - 2.3.6. One combined workshop in Northern Cape Province/Cape Town with Khoi San Communities, and
- 2.4. Secondly there will be four additional interested stakeholder group meetings that will need to be facilitated and records managed;
- 2.5. The completion of the collation of all records and from this the analysis, making recommendation and further support to Cabinet, Land Summit and

final document collation. In this will also be the task to finally close the project and hand over all relevant records and documentation.

2.6. This process of consultations amongst stakeholders on the Land Tenure and Administration Policy ensued in February 2020 and has included the following:

2.6.1. A Joint Study Visit to Uganda and Botswana involving members of non-governmental organisations, traditional leadership, government officials from Departments of Agriculture, Land Reform and Rural Development, Cooperative Governance, Traditional Affairs and Justice and Correctional Services; due to the coronavirus pandemic the further visits were supplemented by desk top research on another three countries: Mozambique, Ghana and Mexico .

2.6.2. The matters were presented to Cabinet and Cabinet guided that a pre-position paper of government be developed as well as a consultations roadmap. The Pre-position Paper was adopted by Cabinet in March 2021 and consultations started with a small think tank meeting and were followed by a phase of consultations with traditional leadership:

2.6.3. The House of Traditional Leadership and other traditional leader formations;

2.6.4. Provincial and Local Houses, and

2.6.5. As indicated in the Gauteng and North West Province consultations with Traditional Leadership their Local Houses engagements also covered their Local Communities.

2.7. Therefore, most of the community level consultations have not yet been undertaken which is one component of this project. The other component of the task is run parallel the exercise of:

2.7.1. The collection, organising as well as transcription, translations and interpretation of the information into English where necessary;

2.7.2. Facilitating the signature of chairs to the various meetings and/or supporting the process of collecting and considering the written feedback from the

traditional leaders and interested persons from traditional leadership consultations;

2.7.3. Collation of the information as consulted, advised and agreed to with the department, in order to

2.7.4. Support the analysis process and drawing out of the policy implications and work with representatives from the department in formulating the policy recommendations

3. THE DURATION OF THE PROJECT

3.1. The project will be for a duration of 4 months.

4. PROJECT GOAL AND OBJECTIVES

4.1. **The project goal** is to find a social solution to the unresolved policy matter of communal land tenure and administration through structured engagement and dialogue with communal land residents and other stakeholders, and

4.2. **The project objectives are the following:**

4.2.1. Ensure effective community level and remaining stakeholder consultations;

4.2.2. Feedback management from the facilitation process;

4.2.3. Dialogues moderated as guided by the constitution, national policy and caselaw;

4.2.4. All documents and records of proceedings collected, transcribed collated

4.2.5. Consultations workshops reports of preceding and community meetings records authenticated and signed off by chairs of such meeting and to attendees and/or nominated representatives, and

4.2.6. The securing of informed policy advice.

5. PROJECT SCOPE

5.1. The project will be over four months and involve the following:

5.1.1. Identification and commencement with organising the information on proceedings in consultations with traditional leaders;

- 5.1.2. An orientation session, reflection on the draft community consultations guide, the securing of facilitation experts oriented towards matter of community and land histories in South Africa;
- 5.1.3. The team of facilitators will also be briefed together with provincial representatives from the key departments in preparation for the consultations and their roll-out;
- 5.1.4. The work would need to be rationalised in terms of:
 - 5.1.4.1. Transcription, organisation and collation of the information from traditional leaders' consultations (includes gathering the records and attendance registers and processing the information of all meetings and where necessary transcribe and translate; collating of the documentation in preparation for assessment by Team Leader and facilitators to consolidate on the policy matters arising from;
 - 5.1.4.2. Community consultations facilitation in the remaining provinces with the most local communities (KwaZulu Natal, followed by Limpopo and Eastern Cape) and the others with fewer (Mpumalanga and Free State);
 - 5.1.4.3. Facilitating the four interested stakeholder groups meetings as indicated earlier as well as their records and documentation and inputs into the analysis process;

6. THE PROJECT DELIVERABLES

- 6.1. The key result or output areas will be the following:
 - 6.1.1. A project inception report;
 - 6.1.2. First collated report on the preceding Traditional Leadership and few community level consultations;
 - 6.1.3. First Report on Community Consultations:
 - 6.1.4. A Final Project Report with:
 - An Executive Summary
 - Associated policy considerations, recommendations and advise on policy and legislation, and
 - all the records of the proceedings and associated documentation.

TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES IN THE COORDINATION AND FACILITATION OF COMMUNAL LAND COMMUNITY CONSULTATIONS ON THE PROPOSED LAND TENURE AND ADMINISTRATION POLICY AS WELL AS INFORMATION COLLATION, ANALYSIS AND REPORT WRITING SERVICES.

7. PROJECT WORKPLAN

KEY RESULT AREA	KEY ACTIVITIES
1. Project Inception Report	i. Receive and go through Documents of past proceedings; ii. Briefing by Executive; iii. Engagements with Officials; iv. Assemble and Brief Facilitators, and the Secretariat services personnel; v. Specify the method of delivery and knowledge and skills of the facilitators and document manager; vi. Collation and Submit an Inception Report; vii. Develop and present and Inception Report viii. Presentation and Improvements to Policy Task Team and Executive; ix. Revise according to feedback and agreement
2. First Report on Proceedings on Consultation with Traditional Leadership	i. A background section addressing the visits, learnings and recommendations and the formulation of the Pre-Position paper; ii. The various and collated report of traditional leaders' consultations and engagements with staff that were involved; iii. Set up small content teams with those that were in attendance to verify and signoff on the content; iv. Collate the Report, v. Engage the Land Tenure Administration Task Team vi. Make the necessary updates.
3. First Report on Community (and Other preceding) Consultations	vii. Community Facilitations Establishment; viii. Community Consultations Facilitation Management; ix. Nomination of 3-4 persons representative of key grouping in attendance in each session to support workshop report authentication and sign off; x. Information and Records Management xi. Incremental Information Collation and Analysis; xii. Involvement and Engagement with the Traditional Leaders Report; xiii. Extract Policy Considerations Develop Briefings; xiv. Engage Senior Management Responsible; xv. Draft Report with Executive Summary, advice, policy considerations and recommendations; xvi. Support Reporting to the Executive

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KEY RESULT AREA	KEY ACTIVITIES
4. Support the Process of the Documents Through the Executive and Summit	Information and Document inputs and Revision Support to 3 levels of Executives and Executive Structures Information and Document inputs and Revision Support to a Land Summit
4. Final Project Report	i. Support the Analysis of Matters arising from Summit; ii. Final advice and recommendations policy and legislation matters iii. Prepare the Final Report; iv. Deliver all records on file, scanned and electronically

8. EXPERTISE REQUIRED

8.1. The team will consist of the following expertise and support persons:

8.1.1. Senior Expert or Team Leader with extensive 10 years' experience in communal land matters. Team Leader shall also demonstrate 10 years' experience in Project Coordination and Management coupled with a Post Graduate Degree in Social Science;

8.1.2. Four facilitators with 5-year experienced and specialising in rural contexts and land reform matters with relevant post graduate degree in social science;

8.1.3. A Records Manager with 5-year experience in records management and coordination for large facilitation processes;

8.1.4. The necessary support staff to facilitators and records manager;

8.1.5. Provision for augmentation where translations and interpretations are required;

8.1.6. A combined Firm's experience in:

8.1.6.1. Working in a developmental policy environment;

8.1.6.2. In matters of consultation coordination and quality facilitation;

8.1.6.3. Extensive combined knowledge of the team on South African history, Land histories matters (communal land areas), and

8.1.6.4. Associated record management, including transcription, translation, collation and document organisation]

8.1.7. Facilitator's knowledge and proficiency demonstration of the various vernacular languages suited for the communities of facilitation:

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8.1.7.1. English/ Afrikaans;

8.1.7.2. isiZulu and isiXhosa;

8.1.7.3. Sotho/Tswana;

8.1.7.4. Venda/Tsonga, and/or Once off translation service.

8.1.8. Therefore, on the whole the lead service provider to coordinate, quality control and support the analysis, the four facilitators and support persons will assist the facilitator/s and a Records Manager and team will provide the backstop and key records management support on all records (preceding meetings and those ongoing at community level), compiled, structured and certified meeting reports; attendance registers and other key packaged documents, and

8.1.9. The team will also avail translations services support where necessary to augment facilitators and support document transcriptions and translation work;

9. EVALUATION CRITERIA

This bid shall be evaluated in two (2) stages. At the first stage, bids will be evaluated on functionality and at the second stage, in accordance with 80/20 preference points system as stipulated below.

9.1. First Stage: Evaluation of Functionality

The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

The applicable values that will be utilized when scoring each criteria, ranges from **1=poor, 2=fair/average, 3=good, 4=very good and 5=excellent.**

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CRITERIA	CRITERIA APPLICATION	WEIGHT
1. TEAM COMPETENCY, EXPERIENCE AND QUALIFICATIONS	<u>SENIOR EXPERT/ TEAM LEADER:</u>	
	Team Leader with a minimum of <u>10 years' experience in communal land matters.</u>	10
	Team Leader and shall also demonstrate 10 years' experience in Project Management and or Coordination.	10
	Team Leader must have a Post Graduate Degree in Social Science. (Attach CV with detail experience and required Qualification).	8

TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES IN THE COORDINATION AND FACILITATION OF COMMUNAL LAND COMMUNITY CONSULTATIONS ON THE PROPOSED LAND TENURE AND ADMINISTRATION POLICY AS WELL AS INFORMATION COLLATION, ANALYSIS AND REPORT WRITING SERVICES.

	<u>FACILITATORS (X4):</u> <u>FACILITATOR 1</u> • Facilitators specialising in rural contexts and land reform matters with relevant Post Graduate degree in social science, ideally Development Sociology or Development Management. (Attach Qualifications). • Minimum of 5 years' experience in Research and Policy Development (CV with detailed description of experience should be attached) <u>FACILITATOR 2</u> • Facilitators specialising in rural contexts and land reform matters with relevant Post Graduate degree in social science, ideally Development Sociology or Development Management. (Attach Qualifications). • Minimum of 5 years' experience in Research and Policy Development (CV with detailed description of experience should be attached) <u>FACILITATOR 3</u> • Facilitators specialising in rural contexts and land reform matters with relevant Post Graduate degree in social science, ideally Development Sociology or	5 5 5 5 5
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	Development Management. (Attach Qualifications). • Minimum of 5 years' experience in Research and Policy Development (CV with detailed description of experience should be attached)	5
	<u>FACILITATOR 4</u> • Facilitators specialising in rural contexts and land reform matters with relevant Post Graduate degree in social science, ideally Development Sociology or Development Management. (Attach Qualifications).	5
	• Minimum of 5 years' experience in Research and Policy Development (CV with detailed description of experience should be attached)	5
	• Facilitators shall demonstrate proficiency of the various vernacular languages suited for the communities of facilitation: • English/ Afrikaans • isiZulu and isiXhosa; • Sotho/Tswana; • Venda/Tsonga,	5

TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES IN THE COORDINATION AND FACILITATION OF COMMUNAL LAND COMMUNITY CONSULTATIONS ON THE PROPOSED LAND TENURE AND ADMINISTRATION POLICY AS WELL AS INFORMATION COLLATION, ANALYSIS AND REPORT WRITING SERVICES.

	<u>RECORDS MANAGER:</u> Records Manager with 5-year experience in data capture or Information Analysis and Report Writing skills (attach detail CV with relevant Qualification to Records Manager)	5
2. METHODOLOGY AND PROJECT PLAN	<u>Proposed methodology.</u> - The methodology indicates the basic phases / steps of the Communal Land Community Consultation process (Planning, Fieldwork/facilitation, and Reporting) and activities of each phase. - The methodology is aligned to the project/ scope of work.	6 5
	<u>Proposed Project Plan</u> - Attached the proposed Project Plan, including as a minimum, activities, deliverables, and timeframes. - Demonstrate with the proposed Project Plan how the project will be executed to ensure delivery of the project on the target date.	5 6
	TOTAL POINTS	100

NB: Refer to Annexure A EVALUATION GUIDE for detailed requirements and breakdown of scoring.

TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES IN THE COORDINATION AND FACILITATION OF COMMUNAL LAND COMMUNITY CONSULTATIONS ON THE PROPOSED LAND TENURE AND ADMINISTRATION POLICY AS WELL AS INFORMATION COLLATION, ANALYSIS AND REPORT WRITING SERVICES.

Bids that fail to achieve a minimum of 60 points out of 100 points for functionality will be disqualified at the first stage. This means that such bids will not be evaluated at the second stage (Preference Points System).

9.2. Second stage: Evaluation in terms of 80/20 Preference Points System

Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

9.3. Calculation of points for price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

9.3.1. When calculating prices:

9.3.1.1. Unconditional discounts must be taken into account for evaluation purposes;
and

9.3.1.2. Conditional discounts must not be taken into account for evaluation purposes but should be implemented when payment is affected.

9.3.2. The formulae to be utilized in calculating points scored for price is as follows:

80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

Where: Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

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9.4. Calculating of points for B-BBEE status level of contribution

Points must be awarded to a bidder for attaining the B-BBEE status level Points for B-BBEE Status level of contributor must be awarded in accordance with the table below:

B-BBE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

9.5. Calculation of total points scored for price and B-BBEE status level of contributor

The points scored for price must be added to the points scored for B-BBEE status level of contributor to obtain the bidder's total points scored out of 100.

10. OPT-OUT CLAUSE

10.1. DALRRD reserves the right not to appoint if a suitable Service Provider is not found, at the complete discretion of DALRRD;

10.2. DALRRD reserves the right to terminate the contract where clear evidence of non-performance arises;

11. FINANCIAL PENALTIES

TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES IN THE COORDINATION AND FACILITATION OF COMMUNAL LAND COMMUNITY CONSULTATIONS ON THE PROPOSED LAND TENURE AND ADMINISTRATION POLICY AS WELL AS INFORMATION COLLATION, ANALYSIS AND REPORT WRITING SERVICES.

11.1. Financial penalties will be imposed for milestones, targets and deadline dates not met without providing:

- Timeous notification of such delays;
- Reason for the delays; and
- Supporting evidence that the delays were outside of the influence of the Service Provider.

11.2. Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria.

12. TERMS AND CONDITIONS OF BID

12.1. Awarding of the bid will be subject to the Service Provider's express acceptance of DALRRD's Supply Chain Management's general contract conditions.

12.2. DALRRD reserves the right not to award the bid.

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

12.4. Copyright in respect of all documents and electronic data, prepared or developed for the purpose of the bid by the Service Provider shall vest in DALRRD. All working papers, recordings of interviews, affidavits, statements and evidentiary material obtained during the forensic investigation and relating to forensic investigation must be submitted to DALRRD upon finalisation of the forensic investigation.

12.5. The Service Provider agrees to keep confidential all records and information obtained in any manner whatsoever by the Service Provider and not disclose such records or information to any third party without DALRRD's prior written consent. The Service Provider will be expected to sign a confidentiality agreement with DALRRD before commencement of the project.

TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES IN THE COORDINATION AND FACILITATION OF COMMUNAL LAND COMMUNITY CONSULTATIONS ON THE PROPOSED LAND TENURE AND ADMINISTRATION POLICY AS WELL AS INFORMATION COLLATION, ANALYSIS AND REPORT WRITING SERVICES.

12.6. The appointed Service Provider will be given instructions during the performance and must report to the Project Management Team consisting of the following persons:

- The Director: Policy Research and analysis

12.7. The Service Provider will enter into a Service Level Agreement with DALRRD, which will include the following:

- Deliverables criteria;
- Reporting format;
- Agreed time periods within which deliverables must be completed (in line with the project plan in the proposal submitted by the Service Provider);
- Personnel assigned to the project by the Service Provider (in line with the Bid Proposal submitted by the Service Provider); and
- DALRRD Project Management Team.

12.8. The total bid price submitted must be for the expertise and the support staff; The Department will cover transport, accommodation (with breakfast) and venues of the meeting.

12.9. The fixed and final. No price qualifications or conditions are allowed. Any bid with any price qualifications or conditions will disqualify the bidder's proposal.

13. METHOD OF PAYMENT

13.1. Payment in respect of services rendered by the Service Provider will be made as once phases of the project are reached.

13.2. Timesheets must clearly indicate the number of hours spent on the project, the purpose for which those hours were spent and on the specific date/s on which such hours were spent.

13.3. Invoices must be forwarded to:

TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES IN THE COORDINATION AND FACILITATION OF COMMUNAL LAND COMMUNITY CONSULTATIONS ON THE PROPOSED LAND TENURE AND ADMINISTRATION POLICY AS WELL AS INFORMATION COLLATION, ANALYSIS AND REPORT WRITING SERVICES.

Mr Sibongiseni Ndimande

Project Manager:

The Department of Agriculture, Land Reform and Rural Development

Postal Address:

Private Bag X 833

Pretoria

0001

Physical Address:

184 Jeff Masemola street

Pretoria Central

0002

14. PROJECT ENQUIRIES

14.1. All enquiries regarding the bid may be directed to the following:

Technical Enquiries:

Mr Sibongiseni Ndimande

Director: Policy Research and Analysis

Telephone number: 012 312 9777

Email: sibongiseni.ndimande@Dalrrd.gov.za

Bid Enquiries:

Mr Kopano Ntsoane

Assistant Director: Quotation Management, Supply Chain Management

Telephone number: 0123129448

Email: kopano.ntsoane@dalrrd.gov.za

15. PUBLICATION

- 5 working days
- Quotation
- No briefing session

TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES IN THE COORDINATION AND FACILITATION OF COMMUNAL LAND COMMUNITY CONSULTATIONS ON THE PROPOSED LAND TENURE AND ADMINISTRATION POLICY AS WELL AS INFORMATION COLLATION, ANALYSIS AND REPORT WRITING SERVICES.

16. APPROVAL

These Terms of Reference have been approved as follows:

Approved / Not approved

MR H J TOOLO
CHAIRPERSON: BID SPECIFICATION AND EVALUATION COMMITTEE
DATE:

17. ENDORSEMENT

Endorsed / Not endorsed

MS S TSHELANE
DEPUTY DIRECTOR: DEMAND MANAGEMENT
DATE:

ANNEXURE A: EVALUATION GUIDE – TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES ON COMMUNAL LAND COMMUNITY CONSULTATIONS ON PROPOSED LAND TENURE AND ADMINISTRATION POLICY AND THE INFORMATION COLLATION, ANALYSIS AND REPORT WRITING.

1. TEAM COMPETENCY & CAPABILITY

TEAM LEADER

1. Team Leader must have a minimum of 10 years' experience in communal land matters, Project Coordination and Management(Attach CV with detailed description of experience).
2. Team Leader must have a Post Graduate Degree in Social Science. (Attach Qualification).

Poor (score 1)	Not meeting requirements 1 and 2
Average (score 2)	One of requirements 1 and 2 is not met.
Good (score 3)	Both requirements 1 and 2 are met.
Very Good (score 4)	Both requirements 1 and 2 are met and, requirement 1 with 11-12 years` experience.
Excellent (score 5)	Exceed requirement significantly. Both requirements 1 and 2 are met and, requirement 1 with 13 or more years' experience.

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2. FACILITATORS

Requirements:

- 1) Facilitators specialising in rural contexts and land reform matters with relevant post graduate degree in social science, ideally development Sociology or development management. (Attach qualifications).
- 2) Minimum of 5 years' experience in Research and Policy Development. and a CV with detailed description of experience should be attached.
3. Proficiency demonstration of the various vernacular languages suited for the communities of facilitation:
 - English/ Afrikaans
 - isiZulu and isiXhosa;
 - Sotho/Tswana;
 - Venda/Tsonga, and/or Once off translation service.

Poor (score 1)	Not meeting requirements 1, 2 and 3
Average (score 2)	One of requirements 1, 2 and 3 is not met.
Good (score 3)	Requirements 1, 2 and 3 are met.
Very Good (score 4)	Requirements 1, 2 and 3 are met and, requirement 2 with 6 to 7 years' experience.

ANNEXURE A: EVALUATION GUIDE – TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES ON COMMUNAL LAND COMMUNITY CONSULTATIONS ON PROPOSED LAND TENURE AND ADMINISTRATION POLICY AND THE INFORMATION COLLATION, ANALYSIS AND REPORT WRITING.

Excellent (score 5)	Requirements 1, 2 and 3 are met and, requirement 2 with 8 or more years' experience.
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ANNEXURE A: EVALUATION GUIDE – TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES ON COMMUNAL LAND COMMUNITY CONSULTATIONS ON PROPOSED LAND TENURE AND ADMINISTRATION POLICY AND THE INFORMATION COLLATION, ANALYSIS AND REPORT WRITING.

RECORDS MANAGER

Requirements:

Records Manager

- 1) with 5-year experience;
- 2) experience in data capture or Information analysis and report writing skills
(attach detail CV with relevant Qualification to records management)

Poor (score 1)	<u>Not</u> meeting any mandatory requirements Not meeting requirements 1 and 2.
Average (score 2)	Mandatory requirements are inadequately met. One of requirements 1 and 2 is not met.
Good (score 3)	Meet <u>all</u> mandatory requirements. Both requirements 1 and 2 are met.
Very Good (score 4)	Exceed mandatory requirement. Both requirements 1 and 2 are met and requirement 2 is exceeded with 1 to 3 years (8 to 10 years' experience).
Excellent (score 5)	Exceed mandatory requirement significantly. Both requirements 1 and 2 are met and requirement 2 is exceeded with 4 or more years (11 or more years' experience).

ANNEXURE A: EVALUATION GUIDE – TERMS OF REFERENCE: PROCUREMENT OF A COMPETENT SERVICE PROVIDER TO PROVIDE SERVICES ON COMMUNAL LAND COMMUNITY CONSULTATIONS ON PROPOSED LAND TENURE AND ADMINISTRATION POLICY AND THE INFORMATION COLLATION, ANALYSIS AND REPORT WRITING.

METHODOLOGY

Requirements:

- 1) Attached the proposed Project Plan, including as a minimum, activities, deliverables and timeframes.
- 2) Demonstrate with the proposed Project Plan how the project will be executed to ensure delivery of the project on the target date.

Poor (score 1)	<u>Not</u> meeting any mandatory requirements Both requirements 1 and 2 are not met.
Average (score 2)	Mandatory requirements are inadequately met. One of requirements 1 and 2 are not met
Good (score 3)	Meet <u>all</u> mandatory requirements. Both requirements 1 and 2 are met
Very Good (score 4)	Exceed mandatory requirements. Both requirements 1 and 2 are met and requirement 1 also includes resources.
Excellent (score 5)	Exceed mandatory requirement significantly. Both requirements 1 and 2 are met and requirement 1 also includes resources and costing.