

5/2/2/1- DALRRD 0042(2021/2022)

APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN OF A FIT-FOR-PURPOSE ORGANISATIONAL STRUCTURE ALIGNED TO THE STRATEGIC MANDATES AND THE MTSF FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITHIN A PERIOD OF 12 MONTHS.

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION.

DATE: 30 SEPTEMBER 2021

TIME: 10:00

BRIEFING SESSION LINK:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjJIMGU2OTQtM2U2Yy00NTRmLTgxMmEtZjljMjg2ZjkzODFj%40thread.v2/0?context=%7b%22Tid%22%3a%221f792a35-02a7-4e3e-9e7a-ff40ae390cb6%22%2c%22Oid%22%3a%22edc0b068-40c9-44fb-9369-714182b78332%22%7d

Kindly email Tshepo.Mlambo@dalrrd.gov.za / for the briefing link if you experience any difficulty.

CLOSING DATE: 14 OCTOBER @11H00

TECHNICAL ENQUIRIES : Ms Karen Swanepoel
TEL : (012) 312 8396 / 082 574 9156
EMAIL : Karen.Swanepoel@dalrrd.gov.za

BID RELATED ENQUIRIES : Ms T Mlambo/ Mr. Abie Olyn/ Mr P Makhado
TEL : (012) 312 8359/9786/9518/8711
EMAIL: Tshepo.Mlambo@dalrrd.gov.za / abie.olin@dalrrd.gov.za / pfarelo.makhado@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

BID NUMBER: 5/2/2/1- DALRRD 0042 (2021/2022)

CLOSING TIME: 11H00

CLOSING DATE: 14 OCTOBER 2021

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 2, SBD 3.3, SBD4, SBD 5, SBD6.1, SBD 8, SBD9 , Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 21 SEPTEMBER 2021

MAP TO BIDDER BOX (B BOX)

5/2/21- DALRRD 0042 (2021/2022) CLOSING DATE: 14 OCTOBER 2021 @ 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)

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

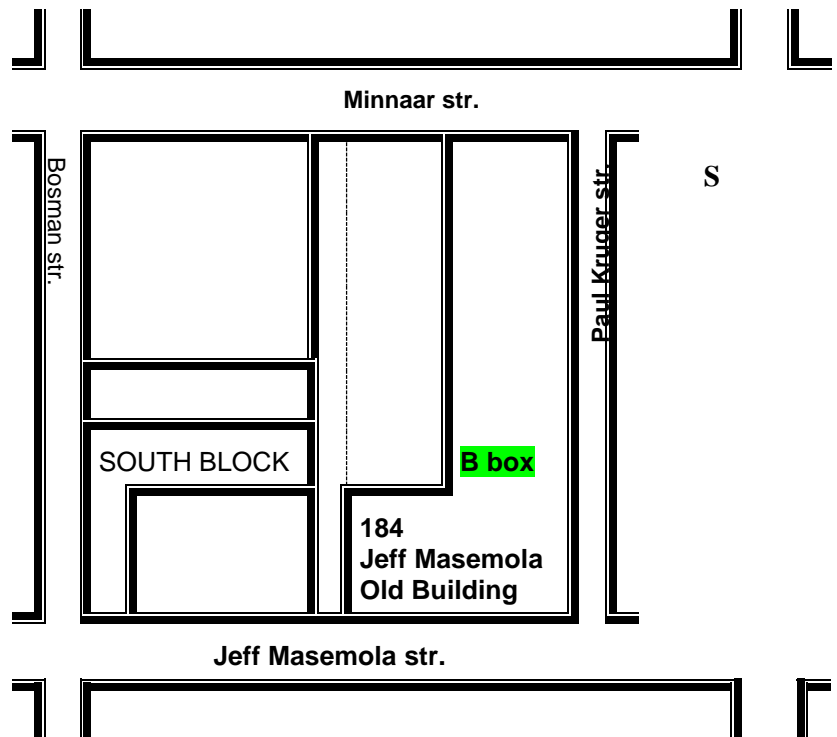
THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

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
(BIDS)
THE OLD BUILDING 184
JEFF MASEMOLA STREET, PRETORIA,
0001**

**THE BID 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 BIDS.**



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.

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)

**PART A
INVITATION TO BID**

| | | | | | |
|---|---|---------------|--|---|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM) | | | | | |
| BID NUMBER: | 5/2/2/1- DALRRD 0042(2021/2022) | CLOSING DATE: | 14 OCTOBER 2021 | CLOSING TIME: | 11:00 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN OF A FIT-FOR-PURPOSE ORGANISATIONAL STRUCTURE ALIGNED TO THE STRATEGIC MANDATES AND THE MTSF FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITHIN A PERIOD OF 12 MONTHS. | | | | |
| 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 | Ms T Mlambo Mr. Abie Olyn/Mr P Makhado/ Ms. Daisy Mongwai / Ms K Modise | | CONTACT PERSON | Ms Karen Swanepoel | |
| TELEPHONE NUMBER | 012 312 9786/9518/8359/8711 | | TELEPHONE NUMBER | (012)312 8396 / 082 574 9156 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | tshepo.mlambo@dalrrd.gov.za / abie.olyndalrrd.gov.za / Pfarelomakhado@dalrrd.gov.za | | E-MAIL ADDRESS | Karen.Swanepoel@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] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |

**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:

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

| | |
|--|---|
| MABEL HOUSE (Pty) Ltd | |
| By resolution of the Board of Directors taken on 20 May 2000, | |
| MR A.F JONES | |
| has been duly authorised to sign all documents in connection with | |
| Contract no CRDP 0006, and any contract which may arise there from, | |
| on behalf of <i>Mabel House (Pty) Ltd.</i> | |
| SIGNED ON BEHALF OF THE COMPANY: | (Signature of Managing Director) |
| IN HIS CAPACITY AS: | Managing Director |
| DATE: | 20 May 2000 |
| SIGNATURE OF SIGNATORY: | (Signature of A.F Jones) |
| As witnesses: | |
| 1. | |
| 2. | |
| Signature of person authorised to sign the tender: | |
| Date: | |

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders Good standing

If "Good standing", please state the purpose of this application

| |
|--|
| |
| |

Particulars of applicant

| | | | | | | | | | | | |
|---|---------|--|-------------|--|--------------------------------------|---------|--|-------------|--|--|--|
| Name/Legal name (Initials & Surname or registered name) | | | | | | | | | | | |
| Trading name (if applicable) | | | | | | | | | | | |
| ID/Passport no | | | | | Company/Close Corp. registered no | | | | | | |
| Income Tax ref no | | | | | PAYE ref no | 7 | | | | | |
| VAT registration no | 4 | | | | SDL ref no | L | | | | | |
| Customs code | | | | | UIF ref no | U | | | | | |
| Telephone no | C O D E | | N U M B E R | | Fax no | C O D E | | N U M B E R | | | |
| E-mail address | | | | | | | | | | | |
| Physical address | | | | | | | | | | | |
| Postal address | | | | | | | | | | | |

Particulars of representative (Public Officer/Trustee/Partner)

| | | | | | | | | | | | |
|------------------|---------|--|-------------|--|-------------------|---------|--|-------------|--|--|--|
| Surname | | | | | | | | | | | |
| First names | | | | | | | | | | | |
| ID/Passport no | | | | | Income Tax ref no | | | | | | |
| Telephone no | C O D E | | N U M B E R | | Fax no | C O D E | | N U M B E R | | | |
| E-mail address | | | | | | | | | | | |
| Physical address | | | | | | | | | | | |

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

| Date started | Date finalised | Principal | Contact person | Telephone number | Amount |
|--------------|----------------|-----------|----------------|------------------|--------|
| | | | | | |
| | | | | | |
| | | | | | |

Audit

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

- -

Date

Name of representative/agent

agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

- -

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

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

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

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

**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

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = 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 | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

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 last 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 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

SBD 9

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.

SBD 9

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



DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

SUPPLIER MAINTENANCE:

BAS PMIS LOGIS WCS CONTRACTOR
 CONSULTANT

OFFICE:

| Head Office Only | |
|------------------|-------|
| Captured By: | _____ |
| Date Captured: | _____ |
| Authorised By: | _____ |
| Date Authorised: | _____ |
| Supplier code: | _____ |
| Enquiries. : | _____ |
| Tel. No.: | _____ |

The Director General : I DEPT OF RURAL DEVELOPMENT AND LAND REFORM

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens .

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

| Company / Personal Details | |
|--|--|
| Registered Name | _____ |
| Trading Name | _____ |
| Tax Number | _____ |
| VAT Number | _____ |
| Title: | _____ |
| Initials: | _____ |
| First Name: | _____ |
| Surname: | _____ |
| Postal and Street Address Detail of the Company / Individual | |
| Postal Address | _____ |
| Street Address | _____ |
| Postal Code | <input style="width: 20px; height: 15px;" type="text"/> <input style="width: 20px; height: 15px;" type="text"/> <input style="width: 20px; height: 15px;" type="text"/> <input style="width: 20px; height: 15px;" type="text"/> |
| New Detail | |
| <input type="checkbox"/> New Supplier information <input type="checkbox"/> Update Supplier information | |
| Supplier Type: | <input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other (Specify) <input style="width: 100px; height: 15px;" type="text"/> |
| Department Number | <input style="width: 20px; height: 15px;" type="text"/> <input style="width: 20px; height: 15px;" type="text"/> |

Supplier Account Details

This field is compulsory and should be completed by a bank official from the relevant bank

Account Name

Account Number
 Branch Name
 Branch Number

Account Type Cheque Account
 Savings Account
 Transmission Account
 Bond Account
 Other (Please Specify)

ID Number

Passport Number

Company Registration Number / /

*CC Registration

***Please include CC/CK where applicable**

Practise Number

Bank stamp

It is hereby confirmed that this details have been verified against the following screens
ABSA-CIF screen
FNB- Hogans system on the CIS4/CUPR
STD Bank-Look-up-screen
Nedbank- Banking Platform under the Client Details Tab

Contact Details

| | | | |
|-----------------|----------------------|----------------------|----------------------|
| Business | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| | Area Code | Telephone Number | Extension |
| Home | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| | Area Code | Telephone Number | Extension |
| Fax | <input type="text"/> | <input type="text"/> | |
| | Area Code | Fax Number | |
| Cell | <input type="text"/> | <input type="text"/> | |
| | Cell Code | Cell Number | |
| Email Address | <input type="text"/> | | |
| Contact Person: | <input type="text"/> | | |

| | |
|----------------------|-----------------------|
| <input type="text"/> | <input type="text"/> |
| Supplier Signature | Departmental Official |
| <input type="text"/> | <input type="text"/> |
| Print Name | Print Name |
| <input type="text"/> | <input type="text"/> |
| <input type="text"/> | Rank |
| <input type="text"/> | <input type="text"/> |

Adress of Rural Development and Land Reform Office where form is submitted from

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

NB: All relevant fields must be completed



agriculture, land reform & rural development

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

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN OF A FIT-FOR-PURPOSE ORGANISATIONAL STRUCTURE ALIGNED TO THE STRATEGIC MANDATES AND THE MTSF FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITHIN A PERIOD OF 12 MONTHS.

1. PURPOSE

- 1.1 The Department of Agriculture, Land Reform and Rural Development is seeking the services of a Service Provider with national presence to reconfigure the current approved Start-up Organisational Structure into an integrated model by designing the fit-for-purpose structure with the aim to address the economic, efficient and effective performance of the department in line with the strategic mandates and the MTSF and to improve service delivery for the new Department of Agriculture, Land Reform and Rural Development within a period of 12 months.

2. BACKGROUND

- 2.1 With the implementation of the 6th Administration of national macro organization of government, the Agriculture function has been merged with the Rural Development and Land Reform functions to form the new Department of Agriculture, Land Reform and Rural Development (DALRRD).
- 2.2 Agriculture, Land Reform and Rural Development have different mandates in terms of constitutional competencies, whilst all have concurrent functions. The concurrent in the Provincial Government of Agriculture while at the same time has a national footprint with the provincial shared centres in the provinces.
- 2.3 Some components of the Land Reform and Rural Development have trading accounts although they are on the organisational structure. Furthermore, some have a distinct vote from Vote 26 that has its own accountability structures and therefore reporting becomes a challenge.
- 2.4 The start-up organisational structure is thus not aligned with the MTSF, government priorities and strategic mandates for the merged department.
- 2.5 In respect of support functions, the current start-up organizational structure reflects duplication of functions, the ratio for support posts vs core posts is not aligned to best practises and makes the rendering for effective utilization of resources difficult.
- 2.6 The service delivery model of the new department needs to be determined.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN OF A FIT-FOR-PURPOSE ORGANISATIONAL STRUCTURE ALIGNED TO THE STRATEGIC MANDATES AND THE MTSF FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITHIN A PERIOD OF 12 MONTHS.

3. SCOPE AND DEFINITION OF WORK

3.1 The service provider must within the timeframe of 12 months execute the following:

3.1.1 Re-configure the current approved interim organisational structure by designing the fit-for-purpose organisational structure aligned with the new departmental priorities, mandate, compliance requirements as well as the Vision 2030 of the National Development Plan and the Agriculture and Agro-processing Master Plan, with focus on Land Redistribution, Land Tenure Reform, Deeds Registration, Rural Development, Bio-Security, Agriculture Productions, Food Security and Agrarian Reform, National Geomatics Management Services, Economic Development, Trade and Marketing, Provincial Operations and International Relations to become a developmental state, customer-focused, efficient, skilled, appropriately resourced and high performing organization;

3.1.2 Develop the service delivery model for the department taking into account the role of Public Entities, Provincial Government and National Provincial Shared Services (centralise vs decentralise; concurrent functions vs non-concurrent functions; Government vs Public Entities) ;

3.1.3 Map all (Core business and Support functions) business processes pertaining to level 1 to level 5 processes (Level 1: Enterprise Process Landscape, Level 2: End-to-End Processes, Level 3: Sub-Processes, Level 4: Activities (Swimlane Processes) and Level 5: Procedures and System Processes and develop Standard Operating Procedures (SOPs) aligned to the strategic mandates;

3.1.4 Determine the number of posts required for the new macro and micro organisational structure using scientific processes or tools;

3.1.5 Determine the number of support posts required verse the number of line function posts (ratio) and implementation plan to rectify the ratio within the department;

3.1.6 Design post establishment for the proposed organisational structure aligned to the departmental mandate, skills requirement and the MTEF;

3.1.7 Design and review job descriptions for all post in the proposed organisational structure;

3.1.8 Conduct job evaluations process for all posts for presentation to the departmental panel;

3.1.9 Develop a communication strategy and communication plan, including publishing of communiqués, posters, flyers and any other materials;

3.1.10 Develop a change management strategy and programmes;

3.1.11 Development of a migration strategy and process for implementation of the proposed structure;

3.1.12 Design a skills transfer plan for the officials within the organisational development unit; and

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN OF A FIT-FOR-PURPOSE ORGANISATIONAL STRUCTURE ALIGNED TO THE STRATEGIC MANDATES AND THE MTSF FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITHIN A PERIOD OF 12 MONTHS.

3.1.13 Develop business case addressing the requirements for DPSA consultation process of the final proposed organisational structure.

4. DESIGN PRINCIPLES

- 4.1 The design principles of proposed structural scenarios/ models should be drawn from the good practice in the context of the public service. The following principles must be adhered to:
- 4.1.1 The structure must address the new mandate to have a seamless department between Agriculture, Land Reform and Rural Development and the Ministry;
 - 4.1.2 The proposed organisational structure should be based on an integrated service delivery model that serves as a vehicle towards achieving government priorities;
 - 4.1.3 The structure must respond to the deficit in the country's revenue and effective utilisation of resources - while ensuring service delivery;
 - 4.1.4 Functions should be defined to determine where best they can be delivered or performed (centralise vs decentralise; concurrent functions vs non-concurrent functions; Government vs Public Entities);
 - 4.1.5 Sharing and rationalising resources and skills must inform the structure;
 - 4.1.6 Ensure optimal utilisation of resources (human, financial and facilities);
 - 4.1.7 Elimination of duplicate functions;
 - 4.1.8 Achieve greater efficiency, effectiveness and economy of scale;
 - 4.1.9 Ensure clear communication throughout the project;
 - 4.1.10 Ensure clear change management initiatives implemented;
 - 4.1.11 Determine appropriate span of control and number of posts required and clearly defined reporting lines; and
 - 4.1.12 Promote intergovernmental collaboration in service delivery as well as resource sharing.

5. DELIVERABLES

- 5.1 The service provider will be responsible for the following deliverables:
- 5.1.1 A cost effective, integrated structure (macro and micro levels), with focus on Land Redistribution, Land Tenure Reform, Deeds Registration, Rural Development, Bio-Security, Agriculture Productions, Food Security and Agrarian Reform, National Geomatics Management Services, Economic Development, Trade and Marketing, Provincial Operations and International Relations that is sustainable for at least 5 years (MTSF cycle) that is fit for purpose with equitable allocation of resources aligned with the MTSF and

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN OF A FIT-FOR-PURPOSE ORGANISATIONAL STRUCTURE ALIGNED TO THE STRATEGIC MANDATES AND THE MTSF FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITHIN A PERIOD OF 12 MONTHS.

- DALRRD strategy, with no duplicate functions among Programmes that should improve organisational capacity and performance;
- 5.1.2 Provide an As-Is report on the operational efficiency and effectiveness to deliver services to clients;
- 5.1.3 A Business Case that address integration/ decentralization of service delivery model which is drawn from good practice in the context of a developmental state that takes into consideration concurrent competencies (Service Delivery Model);
- 5.1.4 Mapped business processes pertaining to level 1 to level 5 processes (Level 1: Enterprise Process Landscape, Level 2: End-to-End Processes, Level 3: Sub-Processes, Level 4: Activities (Swimlane Processes) and Level 5: Procedures and System Processes) for Core business and Support functions and developed SOPs;
- 5.1.5 Provide a report on the determination of the number of posts required for the new macro and micro organisational structure and the scientific processes or tools used;
- 5.1.6 Provide a report on the determination of the number of support posts required verse the number of line function posts (ratio) and compile an implementation plan to rectify the ratio within the department;
- 5.1.7 Developed job descriptions for the proposed organisational structure inclusive of Key performance areas, job requirements, job knowledge and job skills, and provide a catalogue and library on all job descriptions for the Department;
- 5.1.8 Provide job evaluation results for all the posts in the proposed organisational structure and to be presented to the departmental panel;
- 5.1.9 Develop and implement a communication strategy and communication plan, including publishing of communiqués, posters, flyers and any other materials for the roll out of the new organisational structure;
- 5.1.10 Developed migration strategy and process for implementation of the proposed structure inclusive of the matching and placement of employees;
- 5.1.11 Develop and implement a change management strategy and programmes to address the organisational culture, the readiness for change in the organisation and for the roll out of the new organisational structure;
- 5.1.12 Prepare presentations on the structure design process and proposed organisational structure and present to the stakeholders for information purposes;
- 5.1.13 Submit the findings of the recommended proposed organisational structure and post establishment (macro and micro levels) in a PowerPoint presentation to the executive committee of the department for approval; and
- 5.1.14 Submit a written comprehensive report/ business case addressing the requirements for DPSA consultation process of the final proposed organisational structure containing the purposes, functions, post establishment and job gradings in the form of a printed A4 booklet and a CD/UBS stick.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN OF A FIT-FOR-PURPOSE ORGANISATIONAL STRUCTURE ALIGNED TO THE STRATEGIC MANDATES AND THE MTSF FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITHIN A PERIOD OF 12 MONTHS.

6. PROJECT PHASES AND TIME FRAMES

- 6.1 It is expected that the project be completed in a period of 12 months effective from the date of appointment.
- 6.2 Time frames must be adhered to; financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

TABLE 1: PROJECT PHASES AND TIME FRAMES

| PROJECT PHASES | DELIVERABLES | TIMELINES |
|--|---|----------------------------|
| Phase 0: Project Initiation and Mobilization | Understanding the scope of work, negotiating the Service Level Agreement, and defining the project charter and roles, and mobilizing the team | 6 Months for Phases 0 & 1: |
| Phase 1: Strategically aligned Organisational Structure | <ol style="list-style-type: none"> 1. Current state assessment: Analysis report of the DALRRD environment to understand the status quo, challenges and issues around the current approved start up organisational structure, processes and people in order to determine requirements for the Fit-For-Purpose (FFP) organisational structure for DALRRD aligned to strategy mandates; 2. Develop and implement a communication strategy and communication plan, including publishing of communiqués, posters, flyers and any other materials for the roll out of the new organisational structure 3. Mapped business processes pertaining to level 1 to level 5 processes for Core business and Support function; and developed SOPs: <u>Level 1: Enterprise Process Landscape:</u> <ul style="list-style-type: none"> ❖ Process Importance driven by value, satisfaction, and profit ❖ Direct focus on key customers and related operational performance metrics | |

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN OF A FIT-FOR-PURPOSE ORGANISATIONAL STRUCTURE ALIGNED TO THE STRATEGIC MANDATES AND THE MTSF FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITHIN A PERIOD OF 12 MONTHS.

| PROJECT PHASES | DELIVERABLES | TIMELINES |
|----------------|---|-----------|
| | <ul style="list-style-type: none"> ❖ Build understanding of senior management ownership for core processes, and the contributing functions <p><u>Level 2: End-to-End Processes:</u></p> <ul style="list-style-type: none"> ❖ Deepens the understanding of each Enterprise process to scope the engagement, and focus on the most appropriate area of opportunity ❖ Interactions between functional areas (internal customer/external) and performance measures <p><u>Level 3: Sub-Processes:</u></p> <ul style="list-style-type: none"> ❖ For the process area(s) of opportunity: identify each step and cross-functional relationship ❖ Discover where in the process potential root causes or waste may occur ❖ Identify where data collection will be of most value <p><u>Level 4: Activities (Swimlane Processes):</u></p> <ul style="list-style-type: none"> ❖ Identify interdependencies between specific roles ❖ Develop and/or simulate new processes and procedures ❖ Document new processes for training ❖ Monitor and continuously improve process operations <p><u>Level 5: Procedures and System Processes:</u></p> <ul style="list-style-type: none"> ❖ Per role, how the role interacts with the system/s ❖ Shows what the system /s does to enable the process ❖ System calculations & system logic; <p>4. Determine integrated service delivery model taking into account the role of Public Entities, Provincial Government and National Provincial Shared Services and submit business case;</p> <p>5. Define functions to determine where best they should be delivered or performed (centralized vs decentralize; concurrent functions vs</p> | |

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| PROJECT PHASES | DELIVERABLES | TIMELINES |
|----------------|---|-----------|
| | <p>non-concurrent functions; National Government vs Provincial Government vs Public Entities);</p> <ol style="list-style-type: none"> 6. Provide an As-Is report on the operational efficiency and effectiveness to deliver services to clients; 7. Develop and implement a change management strategy and programmes to address the organisational culture, the readiness for change in the organisation and for the roll out of the new organisational structure; 8. Determine appropriate span of control and clearly defined reporting lines; 9. Determine the number of posts required for the FFP organisational structure using scientific processes or tools; 10. Determine of the number of support posts required verse the number of line function posts (ratio) and compile an implementation plan to rectify the ratio within the department; 11. Develop a migration strategy and process for implementation of the proposed structure inclusive of the matching and placement of employees; 12. Design a skills transfer plan for the officials within the organisational development unit; 13. Prepare presentations on the structure design process and proposed organisational structure and present to the stakeholders for information purposes; 14. Design FFP organisational structure and post establishment (with focus on Land Redistribution, Land Tenure Reform, Deeds Registration, Rural Development, Bio-Security, Agriculture Productions, Food Security and Agrarian Reform, National Geomatics Management Services, Agribusiness Development, Trade and Marketing) aligned to the | |

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| PROJECT PHASES | DELIVERABLES | TIMELINES |
|---|---|------------------------------|
| | <p>departmental mandate, and the MTEF and DALRRD strategy, with no duplicate functions among Programmes that should improve organisational capacity and performance;</p> <p>15. Submit the findings of the recommended proposed organisational structure and post establishment (macro and micro levels) in a PowerPoint presentation to the Executive Committee of the department</p> | |
| <p>Phase 2: Job Descriptions and Job Evaluations</p> | <ol style="list-style-type: none"> 1. Determine job requirements per jobs for Fit-For-Purpose structure pertaining to qualifications, job skills, job competencies and job knowledge; 2. Developed job descriptions for the proposed organisational structure inclusive of Key performance areas, job requirements, job knowledge and job skills, and provide a catalogue and library on all job descriptions for the Department; 3. Facilitate process for verification and sign-off job descriptions from Senior Management – Signed off sheets for all Branches 4. Conduct Job evaluation for all jobs for the proposed organisational structure and post establishment; 5. Quality assures job evaluation results; 6. Present JE results to Departmental JE Panel 7. Facilitate approval for core related job evaluation results; and 8. Facilitate the process for concurrence from the DPSA for Programme 1 job evaluation results. | <p>4 Months for Phase 2:</p> |
| <p>Phase 3: Final reports for approval by Executive Management and for DPSA consultation</p> | <ol style="list-style-type: none"> 1. Submit a written comprehensive report/ business case addressing the requirements for DPSA consultation process of the final proposed FFP organisational structure containing the purposes, functions, post establishment and job gradings in the | <p>2 Months for Phase 3:</p> |

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| PROJECT PHASES | DELIVERABLES | TIMELINES |
|----------------|---|------------------|
| | form of a printed A4 booklet and a CD/UBS stick | |
| | | 12 MONTHS |

7. MONITORING AND REPORTING

7.1 The Project Sponsor is the Acting Deputy Director-General: Corporate Support Services, Mr MJ Kgobokoe. The Project Leader/Manager is the Chief Director: Human Resource Management & Development, Ms K Kgang. The Director: Organisational Development and Service Delivery Improvement, Ms KL Swanepoel, is the day-to-day Project Coordinator.

7.2 Service provider will be expected to be on-site for the duration of the project.

The following resources will be provided to the successful service provider to enable the effective completion of the project:

- 7.2.1 Office Space (depending on the circumstance of lockdown levels);
- 7.2.2 Internet access when on premises of the department;
- 7.2.3 Printer access when on premises of the department ;
- 7.2.4 Strategic Plans (new DALRRD);
- 7.2.5 Annual Performance Plans (APP) (new DALRRD);
- 7.2.6 Medium Term Expenditure Framework (MTEF);
- 7.2.7 Medium Term Strategic Framework (MTSF);
- 7.2.8 Annual Reports for the previous Departments (DAFF & DRDLR);
- 7.2.9 Legislative and other mandates ;
- 7.2.10 Departmental Intranet via network when on premises of the department

7.3 The successful bidder must be able to work offsite in the event of office relocation or the circumstance of the lockdown levels.

A Service Level Agreement will form the basis of managing the contract. The appointed service provider will be expected to attend weekly meetings and provide written report(s) on progress as and when required to the Project Leader/Manager. and bi-weekly Project Board meetings chaired by the Acting Deputy Director-General: Corporate Support Services will take place. During phase 1 the service provider will present to EXCO twice at 3 months and 6 months intervals and report to the Minister at the end of phase 1, then one report during phase 2 to EXCO and at the end of phase 2 to the Minister and finally a close-out report to EXCO and Minister by the end of phase 3.

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8. REQUIRED EXPERTISE OF THE SERVICE PROVIDER

- 8.1 The service provider should have the following:
- 8.1.1 The appointed service provider must have a national footprint and will be required to submit a company profile that highlights the footprint capabilities and experience in the design of large sized organisational structures within public service department (5000 and above employees).
- 8.1.2 Extensive expertise with suitably qualified persons in organisation development and design;
- 8.1.3 Team leader(s) must hold tertiary qualification with minimum NQF Level 7 in the field of Organisational Development and Design/ Industrial Engineering/ Management Services or Organisation & Work-study. Attach CV's with copies of qualifications.
- 8.1.4 Research, analytical, report writing, facilitation, presentation and communication skills are required and should be confirmed by previous clients;
- 8.1.5 The Service Provider must ensure that people with relevant skills are part of the project. A team profile containing names, qualification, experience of persons who will be directly involved in a project must be submitted;
- 8.1.6 The service provider must attach 3 reference letters from contactable corporate or government clients where the service provider has provided similar services within the past five years. The reference letters must be on the service provider' clients letter head and must be duly signed and the letters must not be older than six months;
- 8.1.7 The service provider should provide a schedule that projects how days will be spent; and
- 8.1.8 The pricing schedule must include all costs involved.

9. MANDATORY REQUIREMENTS

Failure to adhere to the following conditions will disqualify the bidder's proposal:

- 9.1 Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- 9.2 Resolution authorizing a particular person to sign the bid documents (Full completion and signing of LA 1.6 or resolution on company letter head).

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- 9.3 Attendance of compulsory briefing session (virtual session).
- 9.4 The Service Provider is expected to avail themselves for virtual meeting at their own cost.
- 9.5 Bidders must deliver the Bid in two separate, sealed envelopes in the form of Technical Part and the Financial Part. Failure to comply will disqualify the bid submitted by the bidder):
- 9.5.1 A Two Envelope System, requiring submission of both Technical and Financial Proposals at the same time, but in separate envelopes will apply.
- 9.5.2 The objective of this system is to ensure a fair evaluation of the proposals, meaning that the technical proposal would be evaluated purely on its technical merits and its ability to meet the requirements set forth in the bid invitation without being unduly influenced by the financial proposal.
- 9.5.3 During the tender evaluation, the technical proposal would be opened and evaluated first followed by the financial proposals of only bidders who scored and meet the minimum required score for functionality.

10 METHOD OF PAYMENT

- 10.1 Payment shall be made in terms of deliverables, all invoice will be paid subject to the submission of reports as per the agreed deliverables, 2 payments for phase 1, 1 payment for phase 2 and final payment for phase 3. The submission of detailed invoices and timesheets as verified by the project manager.
- 10.2 Financial penalties will be imposed for agreed upon milestones, targets and deadlines not met without providing **“timely notification of such delays and the reasons for the delays.”**
- 10.3 Original invoices as per time sheets that substantiate all costs must be provided. The invoices should include the Department’s order number that will be provided to the selected service provider upon acceptance of the bid.
- 10.4 Time sheets must clearly indicate the numbers of hours spent on the project as well as for what purpose those hours were spent.
- 10.5 Invoices must be sent to:

Physical Address:

Ellen Ndhlovu

Assistant Director: Payment

184 Jeff Masemola Street,

Office number 14K,

OR

Postal Address:

Ellen Ndhlovu

Assistant Director: Payment

Private Bag x833

PRETORIA

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN OF A FIT-FOR-PURPOSE ORGANISATIONAL STRUCTURE ALIGNED TO THE STRATEGIC MANDATES AND THE MTSF FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITHIN A PERIOD OF 12 MONTHS.

Old Building,
PRETORIA, 0001

0001

11 PRICING SCHEDULE

- 11.1 A pricing schedule shall be **submitted on a separate sheet from the technical proposal for ease of evaluation.**

12 ADMINISTRATIVE ISSUES

12.1 Persons assigned to Project

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

12.2 Use of Material and Information

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

12.3 Copyright of data and documents

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

12.4 Travel and Subsistence Expenses

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

- 12.4.2 Any travel for which the service provider wishes to claim re-imburement in terms of the above shall be undertaken only with prior approval of the (A) DDG: Corporate Support Services.

- 12.4.3 Subsequent to any travel approved by the (A) DDG: Corporate Support Services as foresaid, the service provider shall lodge the necessary Departmental claim form with the said manager.

13 CONFIDENTIALITY CLAUSE

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN OF A FIT-FOR-PURPOSE ORGANISATIONAL STRUCTURE ALIGNED TO THE STRATEGIC MANDATES AND THE MTSF FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITHIN A PERIOD OF 12 MONTHS.

- 13.1 The service provider is expected to sign a confidentiality agreement and agrees to keep confidential all records and information of, or related to the Department obtained in any manner whatsoever, and not to disclose such records or information to any third party without the Department's consent.
- 13.2 All documents are confidential and remain the property of the department and are not allowed to be utilized without prior permission by the Director-General: DALRRD.

14 DOMICILE

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

The Director-General
 Department of Agriculture, Land Reform and Rural Development
 20 Steve Biko street
 Arcadia
 Pretoria

15. EVALUATION CRITERIA.

This bid shall be evaluated in three stages. On first stage bids will be evaluated on functionality, on second stage in accordance the presentation and on the third stage in accordance with 80/20 preference points system as stipulated below.

15.1 First Stage -Evaluation of Functionality

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

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| CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | WEIGHTS |
|-----------|---|---------|
| RESOURCES | <p>Project leader must hold a minimum NQF Level 7 tertiary qualification in Organisational Development and Design/ Industrial Engineering/ Management Services or Organisation & Work-study:</p> <ul style="list-style-type: none"> ○ <i>Project Leader with NQF 5 qualification, in Organisational Development, Management Services, Organisation & Work-study- Poor (1)</i> ○ <i>Project Leader with NQF 6 qualification, in Organisational Development, Management Services, Organisation & Work-study- Average (2)</i> ○ <i>Project Leader with NQF Level 7 tertiary qualification in Organisational Development and Design/ Industrial Engineering/ Management Services or Organisation & Work-study:- Good (3)</i> ○ <i>Project Leader with NQF Level 8 tertiary qualification in Organisational Development and Design/ Industrial Engineering/ Management Services or Organisation & Work-study:- Very Good (4)</i> ○ <i>Project Leader with NQF Level 7 and NQF Level 8 tertiary qualifications in Organisational Development and Design/ Industrial Engineering/ Management Services or Organisation & Work-study - Excellent (5)</i> | 15 |
| | <p>Project leader must have a minimum of 8 years' experience in organizational development and design, business process management and Organisational culture audit of large complex organisations, one being government departments. Attach CVs.</p> <ul style="list-style-type: none"> ○ <i>Project Leader with minimum of 6 years' experience in organizational development and design, business process management and Organisational culture audit of large</i> | 10 |

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| CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | WEIGHTS |
|----------|--|-----------|
| | <p>complex organisations, one being government departments - Poor (1)</p> <ul style="list-style-type: none"> ○ <i>Project Leader with minimum of 7 years' experience</i> in organizational development and design, business process management and Organisational culture audit of large complex organisations, one being government departments - Average (2) ○ <i>Project Leader with with minimum of 8 years' experience</i> in organizational development and design, business process management and Organisational culture audit of large complex organisations, one being government departments - Good (3) ○ <i>Project Leader with minimum of 9 years' experience</i> in organizational development and design, business process management and Organisational culture audit of large complex organisations, one being government departments - Very Good (4) ○ <i>Project Leader with minimum of 10 years' experience</i> in organizational development and design, business process management and Organisational culture audit of large complex organisations, one being government departments - Excellent (5) | |
| | <p>The Project Team members with a minimum of 10 members must hold at least an NQF Level 6 tertiary qualification in Organisational Development and Design/ Industrial Engineering/ Management Services or Organization & Work-study and Job Evaluation</p> <ul style="list-style-type: none"> ○ <i>Provision of less than 8 team members, each holding at least an NQF Level 6 tertiary qualification in Organisational Development and Design/ Industrial Engineering/ Management Services or</i> | 15 |

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| CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | WEIGHTS |
|----------|--|-----------|
| | <p>Organization & Work-study and Job Evaluation - Poor (1)</p> <ul style="list-style-type: none"> ○ Provision of 8-9 team members, each holding at least an NQF Level 6 tertiary qualification in Organisational Development and Design/ Industrial Engineering/ Management Services or Organization & Work-study and Job Evaluation - Average (2) ○ Provision of 10 team members, each holding at least an NQF Level 6 tertiary qualification in Organisational Development and Design/ Industrial Engineering/ Management Services or Organization & Work-study and Job Evaluation - Good (3) ○ Provision of 12 team members, each holding at least an NQF Level 6 tertiary qualification in Organisational Development and Design/ Industrial Engineering/ Management Services or Organization & Work-study and Job Evaluation - Very Good (4) ○ Provision of 15 or more team members, each holding at least an NQF Level 6 tertiary qualification in Organisational Development and Design/ Industrial Engineering/ Management Services or Organization & Work-study and Job Evaluation - Excellent (5) | |
| | <p>All the Project Team members must have a minimum of 3 years' experience in organizational development and design and business process management of large complex organisations, one being government departments. Attach CVs.</p> <ul style="list-style-type: none"> ○ Project Team members processing 1 years' experience in organizational development and design and business process management of large complex organisations, one being government departments- Poor (1) | 15 |

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| CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | WEIGHTS |
|--|---|-----------------|
| | <ul style="list-style-type: none"> ○ Project Team members processing 2 years' experience in organizational development and design and business process management of large complex organisations, one being government departments- Average (2) ○ Project Team members processing 3 years' experience in organizational development and design and business process management of large complex organisations, one being government departments- Good (3) ○ Project Team members processing 4 years' experience in organizational development and design and business process management of large complex organisations, one being government departments- Very Good (4) ○ Project Team members processing 5 years' experience in organizational development and design and business process management of large complex organisations, one being government departments- Excellent (5) | |
| <p>ABILITY (Proof of experience must be clearly and distinctly indicated)</p> | <p>The Service Provider must provide evidence of similar services rendered in large size organisations, one being public service department in the last 3 years</p> <ul style="list-style-type: none"> ○ The Service Provider must provide evidence of similar services rendered in large size organisations, one being public service department in the last 5 years- Poor (1) ○ The Service Provider must provide evidence of similar services rendered in large size organisations, one being public service department in the last 4 years- Average (2) ○ The Service Provider must provide evidence of similar services rendered in large size organisations, one being public service department in the last 3 years- Good (3) | <p>5</p> |

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| CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | WEIGHTS |
|----------|---|-----------|
| | <ul style="list-style-type: none"> ○ The Service Provider must provide evidence of similar services rendered in large size organisations, one being public service department in the last 2 years- Very Good (4) ○ The Service Provider must provide evidence of similar services rendered in large size organisations, one being public service department in the last 5 years- Excellent (5) | |
| | <p>The Service Provider must have a minimum period of 8 years' experience in organizational development and design and business process management. The Service Provide must provide proof of national footprint (in at least 5 provinces)</p> <ul style="list-style-type: none"> ○ Service Provider must have a minimum period of 6 years' experience in organizational development and design and business process management. The Service Provide must provide proof of national footprint (in at least 3 provinces)- Poor (1) ○ Service Provider must have a minimum period of 7 years' experience in organizational development and design and business process management. The Service Provide must provide proof of national footprint (in at least 4 provinces)- Average (2) ○ Service Provider must have a minimum period of 8 years' experience in organizational development and design and business process management. The Service Provide must provide proof of national footprint (in at least 5 provinces)- Good (3) ○ Service Provider must have a minimum period of 9 years' experience in organizational development and design and business process management. The Service Provide must provide proof of national footprint (in at least 6 provinces)- Very Good (4) | 15 |

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| CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | WEIGHTS |
|----------|---|--------------------------|
| | <ul style="list-style-type: none"> ○ Service Provider must have a minimum period of 10 years' experience in organizational development and design and business process management. The Service Provide must provide proof of national footprint (in 7 provinces)- Excellent (5) <p>Attach 3 reference letters from contactable corporate or government clients where the bidder has provided similar services within the past five years. The reference letter must be on the bidders' client letter head and must be duly signed and the letter must not be older than six months.</p> <ul style="list-style-type: none"> ○ <i>One or no</i> reference letters from contactable corporate or government clients where the bidder has provided similar services within the past five years <i>duly signed</i> reference letters not be older than six months — Poor (1) ○ <i>Two</i> reference letters from contactable corporate or government clients where the bidder has provided similar services within the past five years <i>duly signed</i> reference letters not be older than six months — Average (2) ○ <i>Three</i> reference letters from contactable corporate or government clients where the bidder has provided similar services within the past five years <i>duly signed</i> reference letters not be older than six months – Good (3) ○ <i>Four</i> reference letters from contactable corporate or government clients where the bidder has provided similar services within the past five years <i>duly signed</i> reference letters not be older than six months — Very Good (4) ○ <i>Five and more</i> reference letters from contactable corporate or government clients where the bidder has provided similar services within the past five years <i>duly signed</i> reference letters not be older than six months — Excellent (5) | <p></p> <p>10</p> |

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| CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | WEIGHTS |
|---|---|-----------|
| METHODOLOGY AND PROJECT MANAGEMENT | <ul style="list-style-type: none"> • Proposed approach and methodology (The Bidders shall attach a detail preliminary programme/project plan reflecting the proposed sequence and time frame; and also, the methodology that they will apply for execution of the various activities as per the scope work and deliverables; and all other aspects of this Terms of Reference). • <i>Proposed approach and methodology does not outline the requirements as specified in the ToR and no detail preliminary programme/project plan reflecting the proposed sequence and time frame. —Poor (1)</i> • <i>Proposed approach and methodology inadequately and poorly addresses requirements in the ToR. and inadequate preliminary programme/project plan reflecting the proposed sequence and time frame — Average (2)</i> • <i>Proposed approach and methodology adequately specified all requirements in the ToR and and detailed preliminary programme/project plan reflecting the proposed sequence and time frame is acceptable for implementation—Good (3)</i> • <i>Proposed approach and methodology specifies the way the project will be delivered and indicate additional value adds. and detailed preliminary programme/project plan reflecting the proposed sequence and time frame — Very Good (4)</i> • <i>Proposed approach and methodology exceptionally specifies the way the project will be delivered and indicate additional value adds and detailed preliminary programme/project plan reflecting the proposed sequence and time frame. — Excellent (5)</i> | 15 |

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| CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | WEIGHTS |
|--|-------------------------------------|------------|
| TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100 | | 100 |

15.1.3 The Bids that fail to achieve a minimum of 60 points out of 100 points for functionality will be disqualified; and such bids will not be evaluated on second stage (Power Point presentations)

15.2 Second Stage- Evaluation on PowerPoint Presentation

15.2.1 Only shortlisted bidders will do a PowerPoint presentation and a bid proposal scoring less than six (60) out of one hundred (100) points will not be considered for further evaluation, therefore not qualifying for the third (3rd) stage.

| CRITERIA | WEIGHTS |
|--|-----------|
| <p>The bidder should display understanding of the departmental mandate:</p> <ul style="list-style-type: none"> ○ The bidder displays a poor understanding of the departmental mandate. —Poor (1) ○ The bidder displays an average understanding of the departmental mandate —Average (2) ○ The bidder displays a good understanding of the departmental mandate —Good (3) ○ The bidder displays a very good understanding of the departmental mandate —Very Good (4) ○ The bidder displays an excellent understanding of the departmental mandate. — Excellent (5) | 30 |
| <p>Present the assessment tools that will be used to deliver on the project deliverables:</p> <ul style="list-style-type: none"> ○ Does not present the assessment tools that will be used to deliver on the project deliverables. —Poor (1) ○ Presents inadequate assessment tools that will be used to deliver on the project deliverables —Average (2) ○ Presents adequate assessment tools that will be used to deliver on the project deliverables —Good (3) ○ Presents specific assessment tools with examples of use, that will be used to deliver on the project deliverables—Very Good (4) ○ Presents specific assessment tools with demonstration of use, that will be used to deliver on the project deliverables — Excellent (5) | 30 |

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| | |
|---|------------|
| Present the detailed project plan to deliver on the project deliverables <ul style="list-style-type: none"> ○ Does not present the detailed project plan to deliver on the project deliverables—Poor (1) ○ <i>Presents inadequate</i> project plan to deliver on the project deliverables —Average (2) ○ Present the detailed project plan to deliver on the project deliverables—Good (3) ○ Present a <i>specific</i> detailed project plan to deliver on the project deliverables—Very Good (4) ○ Present an <i>exceptionally</i> detailed project plan to deliver on the project deliverables. — Excellent (5) | 40 |
| TOTAL POINTS ON PRESENTATION MUST ADD TO 100 | 100 |

15.3 Third stage-Evaluation in terms of 80/20 Preference Points System

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

15.3 Calculation of points for price

15.3.1 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.

15.4 Calculating of points for B-BBEE status level of contribution

15.4.1 Points will be awarded to a bidder for attaining the B-BBEE status level of contribution 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 |

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN OF A FIT-FOR-PURPOSE ORGANISATIONAL STRUCTURE ALIGNED TO THE STRATEGIC MANDATES AND THE MTSF FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITHIN A PERIOD OF 12 MONTHS.

| | |
|----------------------------------|----------|
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

- 15.4.2 Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof.
- 15.4.3 In order to claim the B-BBEE points in accordance with the above table of B-BBEE Status Level of Contributor, Bidders must submit any of the following proof of B-BBEE Status Level Verification Contributor;
- 15.4.4 B-BBEE Status level certificate issued by an authorized body or person;
- 15.4.5 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 15.4.6 Any other requirement prescribed in terms of the B-BBEE Act;
- 15.4.7 Bidders who do not submit B-BBEE Status level verification certificates or are non-compliant contributors to B-BBEE, do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process. They will score points out of 80 for price only zero (0) points out 20 for B-BBEE.
- 15.4.8 A trust, consortium or joint venture will qualify for points for the B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated BBEE scorecard is prepared for every separate bid.
- 15.4.9 Any bid that is qualified by the bidder's own conditions will automatically be disqualified.

16. GENERAL CONDITIONS OF CONTRACT

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

17. TERMS AND CONDITIONS

- 17.1 Awarding of the Bid will be subject to the Service Provider's express acceptance of the Departmental Supply Chain Management general contract conditions.
- 17.2 The Department and the Service Provider will sign a Service Level Agreement (SLA) upon appointment. The SLA will include the following:
- 17.2.1 Period of agreement;
- 17.2.2 Project objectives and scope;
- 17.2.3 Staffing;

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- 17.2.4 Project plan and project plan management;
 - 17.2.5 Budget;
 - 17.2.6 Cost and fee payment;
 - 17.2.7 Method of communication;
 - 17.2.8 Reporting relationship;
 - 17.2.9 Deliverables and terms of deliverables;
 - 17.2.10 Form and formats of working papers;
 - 17.2.11 Reviews;
 - 17.2.12 Uncompleted work;
 - 17.2.13 Confidentiality;
 - 17.2.14 Disputes; and
 - 17.2.15 Financial penalties and termination of contract
- 17.3 Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project unless prior written consent has been granted by the Department.
 - 17.4 No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the Department unless where duly authorized to do so in writing by the Department.
 - 17.5 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in the Department.
 - 17.6 The successful Service Provider agrees to keep all records and information of or related to the project confidential and not discloses such to any third party without prior written consent of the Department.
 - 17.7 The Department reserves the right to terminate the contract in the event that there is clear evidence of non-performance and compliance with the contract.
 - 17.8 The Department reserves the right to award or not to award this contract
 - 17.9 The short-listed Service Providers may be required to do a presentation virtually to the Department at their own cost should it be deemed necessary to do so.
 - 17.10 Successful Service Provider will be informed about the outcome of the Bid in writing after the Bid has been finalized.
 - 17.11 The Service Provider must be available to commence with the project immediately upon appointment.
 - 17.12 The Service Provider must apply to the Department in writing for an extension on the delivery date on any milestone if valid reasons are given.
 - 17.13 Bids received after the closing date and time will NOT be considered
 - 17.14 Any change of information provided in the tender document that may affect delivery of services must be brought to the Department's attention as soon as possible. Failure to comply may result in the contract being terminated.
 - 17.15 The Service Provider presenting information intentionally incorrect or fraudulent will be disqualified.

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17.16 The Service Providers who have been declared insolvent and wish to do business with the Department must have been rehabilitated and provide the necessary proof.

18. TRAVEL AND ACCOMMODATION

- 18.1 Travel and accommodation arrangement will be done in line with the Departmental Travel Policy
- 18.2. All travelling and accommodation arrangements to be taken by the appointed Service Provider shall be approved by the Department prior the travelling date.
- 18.3 Alternatively, the Department may decide to incur and arrange the travelling cost of Service Provider when there is a need.
- 18.4 Proof of travelling and accommodation expenses should be attached to the invoice (e.g. receipts, log book etc.)
- 18.5 Travelling by air where it is deemed more practical shall be limited to economy class and may only be undertaken with prior written approval of the Project Manager/Project Sponsor.
- 18.6 Actual cost of hiring a car in the B class category between airport of arrival and venue of the meeting shall be reflected on the invoice.
- 18.7 When using private vehicles, claims are limited to the tariff laid down from time to time by the Department of Transport for category B vehicles.(Distance between Service Provider's Office and home is viewed as private kilometers). Need to be specific in terms of the size of the engine, e.g. 2 litres.
- 18.8 Accommodation shall be limited to three-star accommodation or lower.

19. ENQUIRIES.

Technical Enquiries

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20. PUBLICATIONS

- 20.1 Tender Bulletin
- 20.2 National Treasury E-Portal
- 20.3 Period – 21 Days
- 20.4 Virtual Compulsory Briefing session

5/2/2/1- DALRRD 0042(2021/2022)

APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN OF A FIT-FOR-PURPOSE ORGANISATIONAL STRUCTURE ALIGNED TO THE STRATEGIC MANDATES AND THE MTSF FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITHIN A PERIOD OF 12 MONTHS.

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION.

DATE: 30 SEPTEMBER 2021

TIME: 10:00

BRIEFING SESSION LINK:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjJIMGU2OTQtM2U2Yy00NTRmLTgxMmEtZjljMjg2ZjkzODFi%40thread.v2/0?context=%7b%22Tid%22%3a%221f792a35-02a7-4e3e-9e7a-ff40ae390cb6%22%2c%22Oid%22%3a%22edc0b068-40c9-44fb-9369-714182b78332%22%7d

Kindly email Tshepo.Mlambo@dalrrd.gov.za for the briefing link if you experience any difficulty.

CLOSING DATE: 14 OCTOBER 2021 @11H00

TECHNICAL ENQUIRIES : Ms Karen Swanepoel
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EMAIL : Karen.Swamepoel@dalrrd.gov.za

BID RELATED ENQUIRIES : Ms T Mlambo/Mr. Abie Olyn/ Mr P Makhado
TEL : (012) 312 8359/9786/9518/8711
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FINANCIAL PROPOSAL: PART 2 OF 2

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN OF A FIT-FOR-PURPOSE ORGANISATIONAL STRUCTURE ALIGNED TO THE STRATEGIC MANDATES AND THE MTSF FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITHIN A PERIOD OF 12 MONTHS.

DALRRD 0042 (2021-2022)

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.....

| PHASES | % PAYABLE | TIMEFRAMES | SUBMISSION/ OUTPUT | Total |
|--|------------------|-------------------|--|--------------|
| Phase 0: Project Initiation and Mobilization | 50% | 6 months | Service Level Agreement, and defining the project charter and roles, | R..... |
| Phase 1: Strategically aligned Organisational Structure | | | Refer to paragraph 6 in TOR | |
| Phase 2: Job Descriptions and Job Evaluations | 30% | 4 months | Refer to paragraph 6 in TOR | R..... |
| Phase 3: Final reports for approval by Executive Management and for DPSA consultation | 10% | 2 months | Refer to paragraph 6 in TOR | R..... |
| Retention | 10% | | | R..... |
| Total | 100% | 12 months | | |
| SUB- TOTAL (Excluding Vat | | | | R..... |
| 15% Vat | | | | R..... |
| TOTAL(Inclusive of VAT | | | | R..... |