LA 1.2

5/2/2/1- DALRRD 0033 (2022/2023)

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A COMPREHENSIVE SKILLS AUDIT IN THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) FOR A PERIOD OF TWELVE MONTHS.

CLOSING DATE: 08 DECEMBER 2022

NB:COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE: 24 NOVEMBER 2022 TIME: 10:00 VENUE: 184 JEFF MASEMOLA, OLD BUILDING 100E BOARDROOM

TECHNICAL ENQUIRIES TEL EMAIL : Mr. D Thubakgale : (012) 312 9473 : Disei.thubakgale@Dalrrd.gov.za

BID RELATED ENQUIRIES TEL EMAIL: : Ms Kedumetse Modise/Mr. Abie Olyn/ Mr P Makhado : (012) 312 9518/9786/9734/871/ 8275 <u>kedumetse.modise@dalrrd.gov.za; abie.olyn@dalrrd.gov.za</u> pfarelo.makhado@dalrrd.gov.za

NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19, THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER BOX.

LA 1.1



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 AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

 BID NUMBER:
 5/2/2/1- DALRRD 0033 (2022/2023)

 CLOSING TIME:
 11H00
 CLOSING DATE:
 08 DECEMBER 2022

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

- 1. Kindly furnish us with a bid for services shown on the attached forms.
- 2. Attached please find the General Contract Conditions (GCC), SBD1, SBD 3.3, SBD4, SBD6.1, Credit Instruction forms, terms of reference.
- 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.
- 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. <u>(failure to comply</u> <u>will disgualify your proposal)</u>

Yours faithfully

SIGNED BIDS MANAGEMENT DATE: 15 NOVEMBER 2022

LA 1.3

MAP TO BIDDER BOX (B BOX)

5/2/2/1- DALRRD 0033(2022/2023) CLOSING DATE: 08 DECEMEBER 2022 @ 11:00

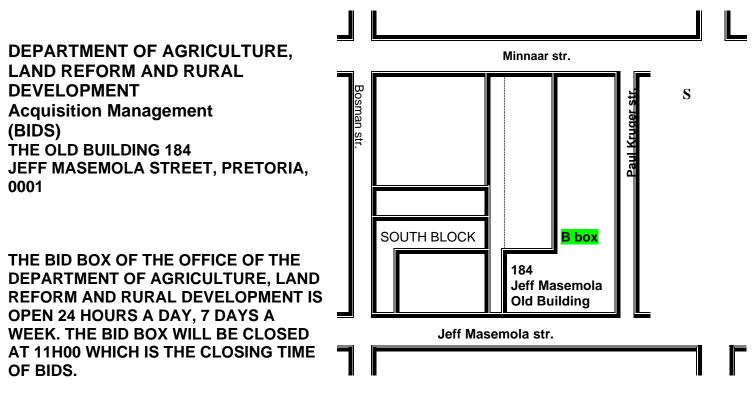
YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)

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."



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

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
- 5. Use of contract documents and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Inspections, tests and analysis
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
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- 15. Warranty
- 16. Payment
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- 19. Assignment
- 20. Subcontracts
- 21. Delays in the supplier's performance
- 22. Penalties
- 23. Termination for default
- 24. Dumping and countervailing duties
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

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

documents

inspection.

information:

contract

and

- 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 purchase returned to the supplier not later than thirty (30) days followindate of completion of the supplier's performance obligations und contract, including any warranty obligations, unless othe specified in SCC. 	
8. Inspections,	8.1	All pre-bidding testing will be for the account of the bidder.
tests and analyses	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

6 9 of 52 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 documents10.1Delivery 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
services13.1The 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

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 24.1 When, after the date of bid, provisional payments are required, or anticountervailing dumping or countervailing duties are imposed, or the amount of a duties and rights 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 IN	ITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVEL	LOPMENT A	AND LAN	ID REI	FORM)			
		CLOSING D			ECEMBER 202		CLOSING TIME:	11:00
	POINTMENT OF A SERVICE PROVIDER TO COND AGRICULTURE, LAND REFORM AND RURAL DE							
	MENTS MAY BE DEPOSITED IN THE BID BOX SITUATED A	T (STREET	ADDRE	SS)				
DEPARTMENT OF AG	RICULTURE, LAND REFORM AND RURAL DEVELOPMENT							
184 JEFF MASEMOLA	STREET							
PRETORIA								
0001								
BIDDING PROCEDURE	ENQUIRIES MAY BE DIRECTED TO				ENQUIRIES MA	Y BE	DIRECTED TO:	
CONTACT PERSON	Ms Kedumetse Modise/Mr. Abie Olyn/Mr P Makh	nado	CONT/ PERSC		Mr. D 1	Гhub	akgale	
TELEPHONE			TELEP	HONE				
NUMBER	012 312 9772/9518//8711/9734		NUMB					
FACSIMILE NUMBER			FACSII NUMBI					
	kedumetse.modise@dalrrd.gov.za / abie.olyn@dalrr	d.gov.za	E-MAIL					
E-MAIL ADDRESS	/Pfarelo.makhado@dalrrd.gov.za		ADDRE	ESS	Disei.th	<u>ubako</u>	ale@Dalrrd.gov.z	<u>za</u>
SUPPLIER INFORMAT	ION							
NAME OF BIDDER								
POSTAL ADDRESS								
STREET ADDRESS								
TELEPHONE NUMBER	CODE				IBER			
CELLPHONE				NUN	IDER			
NUMBER								
FACSIMILE NUMBER	CODE			NUM	IBER			
E-MAIL ADDRESS								
VAT REGISTRATION NUMBER								
SUPPLIER	TAX COMPLIANCE SYSTEM PIN:				CENTRAL			
COMPLIANCE			OF	z	SUPPLIER			
STATUS				•	DATABASE No:	MAA	AA	
B-BBEE STATUS LEVEL	TICK APPLICABLE BOX]				TUS LEVEL IDAVIT		[TICK APPLIC	CABLE BOX]
VERIFICATION CERTIFICATE	Yes No						🗌 Yes	🗌 No
								-
	S LEVEL VERIFICATION CERTIFICATE/ SWORN A PREFERENCE POINTS FOR B-BBEE]	AFFIDAVI	I (FOR	ENIE	:5 & QSES) M	051	BESUBMITTE	DINORDER
ARE YOU THE								
ACCREDITED								
REPRESENTATIVE	□Yes □No				OR THE GOOD Works	3	□Yes	□No
FOR THE GOODS			OFFER				[IF YES, ANSWI	ER THE
/SERVICES /WORKS OFFERED?	[IF YES ENCLOSE PROOF]						QUESTIONNAI	RE BELOW]
QUESTIONNAIRE TO E	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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

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

SBD4

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Date
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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 exceed / 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 /90/10 preference point system will be applicable to this tender Points for this bid shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contributor.
- 1.3 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

- 1.4 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.
- 1.5 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) "price" 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;
- (i) "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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS 4.1

A maximum of 80 or 90 points is allocated for price on the following basis: 80/20 90/10 or

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

vvnere

Points scored for price of bid under consideration Ps =

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-4.2 **GENERATING PROCUREMENT**

4.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis: 80/20 90/10 or

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$
 or $Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 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

6. BID DECLARATION

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

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

7.1 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.

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	NO	
-----	----	--

8.1.1 If yes, indicate:

i)	What	percentage	of	the	contract	will	be
	subcontract	ed		%			

- 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		NO			

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

Designated Group: An EME or QSE which is at last 51% owned		QSE
by:		
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		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM** 9.1 Name company/firm:..... 9.2 VAT registration number:.... 9.3 Company registration number:.... 9.4 TYPE OF COMPANY/ FIRM Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited [TICK APPLICABLE BOX] 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES COMPANY CLASSIFICATION 9.6 Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]

of

- 9.7 Total number of years the company/firm has been in business:.....
- 9.8 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	SIGNATURE(S) OF BIDDERS(S)	
2	DATE:	
	ADDRESS	



agriculture, land reform & rural development Department: Agriculture, Land Reform and Rural Development REPUBLIC OF SOUTH AFRICA



BRANCH: CORPORATE SUPPORT SERVICES 20 Steve Biko Road Agriculture Place, Arcadia Pretoria 0083 Ms L. Manamela O Tel: 012 319 8464 O E: <u>LexcyM@dalrrd.gov.za</u>

Memorandum

SUBJECT: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A COMPREHENSIVE SKILLS AUDIT IN THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) FOR A PERIOD OF TWELVE MONTHS

FILE REFERENCE: 3/9/1

CHAIRPERSON OF BID SPECIFICATION AND EVALUATION COMMITTEE

1. PURPOSE:

1.1 The Department of Agriculture, Land Reform and Rural Development (DALRRD) is looking for a qualified, competent and skilled service provider to conduct a comprehensive Skills Audit in respect of all employees and determine the appropriateness of employees' skills and competencies in relation to employees' functions for a period of twelve months.

2. BACKGROUND AND DISCUSSION:

2.1. The Department is in the business of agriculture, land reform and rural development and consists of the following branches: Agricultural Production Health and Food Safety and Disaster Management, Land Redistribution and Tenure Reform, Rural Development, Food Security and Agrarian Reform,



Department of Agriculture, Land Reform and Rural Development Departement van Landbou, Grondhervorming en Landelike Ontwikkeling Muhasho wa zwa Vhulimi, Mbuedzedzo ya Mavu na Mveledziso ya Mahayani, uMnyango Wezolimo, Izinguquko Kwezomhlaba Nokuthuthukiswa Kwezindawo Zasemakhaya Ndzawulo ya Vurimi, Antswiso wa Misava na Nhluvukiso wa Matikoxikaya Litiko Letekulima, Tingucuko Kutemhlaba Nekutfutfukiswa Kwetindzawo Tasemaphandleni UmNyango wezokuLima, ukuBuyiselwa kweNarha nokuThuthukiswa kweeNdawo zemaKhaya Kgoro ya Temo, Peakanyoleswa ya Naga le Tihabollo ya Dinaga- magae Lefapha la Temothuo, Kabobotiha ya Naha le Tihabollo ya Dibaka tsa Mahae Lefapha la Temothuo, Pusetsodinaga le Tihabololo ya Metsemagae I Sebe lezoLimo, uBuyekezo lwemiHlaba noPhuhlisolamaPhandle

Page 1

Economic Development, Trade and Marketing, Corporate Support Services, Financial Management Services, and Provincial Operations, which incorporates the nine Provincial Shared Services Centres.

- 2.2. In addition, the department comprises of the components which are ringfenced for future merge into Land Administration Entities which are: Perishable Product Export, Agricultural Research Council, National Agriculture Marketing Council, Onderstepoort Biological, Ingonyama Trust Board, Office of the Valuer General, Deeds Registration Trading Entity, National Geomatics Management Services and Spatial Planning and Land Use Management.
- 2.3. The DALRRD is a newly established Department as a result of the merger of the former Departments of Rural Development and Land Reform and Agriculture, Forestry and Fisheries. The Department placed employees in the new department in line with Resolution 1 of 2019, which gave guidelines on matching and placing employees on current positions.
- 2.4. The Department has identified a need to conduct skills audit and utilize the report for the following:
- 2.4.1 Determine whether the employees have appropriate skills to perform the functions attached to the posts to which they have been appointed;
- 2.4.2 Correct placement of employees or deployment in appropriate posts;
- 2.4.3 Development of training interventions to capacitate employees to perform their functions effectively and efficiently; and
- 2.4.4 To match employees' skills to the posts requirements and assist them in determining appropriate career paths or development.

In line with the new developments in government and within the department, the Department of Agriculture, Land Reform and Rural Development has identified seven (7) strategic outcomes that it seeks to achieve in the five-year period of its Strategic Plan and beyond. The appropriate placement of employees will further contribute towards achieving the following strategic goals:

Outcome 1 Improved governance and service excellence	
--	--

⊂ 96 29 of 52

Outcome Statement	Describes the Department's willingness to create a well	
	governed State, with capable governance structures built on	
	principles of high ethical standards to achieve the impact it	
	wants to see,	
	Ethical and well-run department. Accountability and	
	transparency being a priority of government.	
Outcome 2	Spatial transformation and effective and efficient land	
	administration	
Outcome Statement	Development of a comprehensive spatial planning and land	
	use management systems to promote social inclusion,	
	economic inclusion, equal opportunity and equal access to	
	government services.	
Outcome 3	Redress and equitable access to land and producer support	
Outcome Statement	Hectares of land allocated to smallholder producers should	
	be utilised to produce sufficiently and facilitate graduating	
	from one level to another. Provision of comprehensive	
	support packages to ensure commercialization of	
	smallholder producers.	
Outcome 4	Increased production in the agricultural sector	
Outcome Statement	Agricultural production remains a key contributor to the	
	South African economy and a means for the livelihoods of	
	the majority of the country's rural population. Therefore,	
	sustained agricultural growth is critical for uplifting the living	
	standards of all South Africans.	
Outcome 5	Increased market access and maintenance of existing	
	markets	
Outcome Statement	Agricultural growth; the growth in exports which focuses on	
	how much of local production is exported to other countries,	
	and the domestic consumption of produce of the targeted	
	farmers that have the greatest potential for growth that can	
	influence the economy.	

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Outcome 6	Integrated and inclusive rural economy	
Outcome Statement	Inclusion of rural areas in the economy of the country by	
	providing social and economic opportunities to overcome	
	triple challenges, namely: poverty, inequality and	
	unemployment. Thus ensuring better planning and	
	coordination in the provision of basic services, food security	
	and rural town development.	
Outcome 7	Enhanced biosecurity and effective disaster risk reduction	
Outcome Statement	To manage risks associated with animal and plant pests and	
	diseases, genetically modified organisms (GMO's) and	
	registration of products used in the agricultural field as well	
	as agricultural and liquor products sold in and exported from	
	South Africa. This includes risks associated with safety of	
	exported products in terms of residue testing and monitoring	
	(meat safety and composition of products)	
	To ensure a sound bio-security and effective disaster risk	
	reduction regulatory framework as the supply of food heavily	
	relies on credible regulatory instruments to regulate the	
	quality of inputs from fertilisers, new varieties of plants and	
	adaptable breeds. Increased agricultural trade have led to	
	the potential in the spread of animal and plant pests and	
	diseases. The spread of pests and diseases of economic	
	importance impact on food safety and security and prohibits	
	South Africa from exporting affected agricultural	
	commodities. The effective implementation of the climate	
	change adaptation and mitigation programmes will reduce	
	negative impact of climate change.	
	All the above will be supported by an effective land reform	
	programme that will not only deal with the injustices of the	
	past, but will be an integrated land and agrarian reform	
	programme that focuses on, amongst other things:-	



- Agriculture, human settlements, economic development
targeted acquisition to disrupt the apartheid spatial
settlement patterns
- Addressing different land uses and deracialising urban
spaces;
- Acquiring strategically located land to build new cities and
towns.

3. SCOPE AND DEFINITION OF WORK

- 3.1 A Service Provider is required to conduct a Comprehensive Skills Audit of the total workforce in the Department of Agriculture, Land Reform and Rural Development. The Skills Audit must be completed within twelve months from the date of appointment. All employees must be interviewed to determine the appropriateness of their skills in relation to their job profiles or job descriptions. The individual reports detailing potential skills gaps must be compiled for the attention of both the employees and management. A comprehensive Skills Audit Report, and recommendations must be presented to the Executive Management Committee for approval.
- 3.2 The Skills Audit Project will involve an estimated no. of **8000** employees on the payroll of the Department. These employees are based at National Office and Provincial Offices of the Department.



The number of 8000 is broken down as follows:

- National Office **4229**
- Gauteng 705
- North West 319
- Limpopo 379
- Mpumalanga 382
- KwaZulu-Natal 618
- Free State 375
- Eastern Cape 325
- Western Cape 487
- Northern Cape 181

4. DELIVERABLES

- 4.1 A detailed project plan with clear milestones and deliverables.
- 4.2 A detailed report of the findings indicating the correct skills available, the gaps identified and the proposed skills development plan. The report will be subjected to a validation workshop by identified stakeholders before being accepted.
- 4.3 A scoping report detailing, amongst others, context to the audit, methodology to be used, steps to be followed, and outcomes of the Skills Audit.
- 4.4 A Project Plan outlining phases of the project, including communication and engagement strategies;
- 4.5 Individual Skills Gap Reports;
- 4.6 A Skills Gap Analysis Report presented to branch heads;
- 4.7 A Skills Audit Report detailing identified potential skills gaps and recommendations presented to Senior Management Committee for approval.
- 4.8 Approved Comprehensive Skills Audit Report.
- 4.9 Recommendations on various interventions to be implemented to close the skills gaps.
- 4.10 Detailed project plan outlining timeframes for the delivery of the various recommended interventions.

NB: Payment will be aligned to the approved phases of the project and deliverables.

5. The Service provider will be expected to:

- To have an inception meeting with the Steering Committee 5 days after the appointment
- Determine the skills available currently against the mandate of the department (Peruse and analyze all legislative mandates of the department with a view to establish what skills are required for implementation).
- Determine required skills and gaps.
- Determine relevant skills possessed by incumbents not currently used.

The Service provider will be expected to deliver the following milestones:

Phases	Activities	Milestone
Phase 1	Situational Review analysis	2 months
Phase 2	Completion of individual interviews with employees	5 months
Phase 3	 Hand over the final skills audit report for amendments and inputs (Electronic and hard copies of the skills audit report) Approval of the comprehensive skills audit report 	5 months



6. TIME FRAME

6.1 It is envisaged that the project will be completed within twelve months from the date of appointment.

7. PROJECT MANAGEMENT

- 7.1 The Project Sponsor: Deputy Director-General: Corporate Support Services.
- 7.2 Project Manager: Chief Director: Human Resource Management and Development.
- 7.3 Project Co-ordinator: Director: Human Resource Utilization and Development.
- 7.4 The service provider shall conduct skills audit in consultation with the Steering Committee to be appointed.
- 7.5 A Service Level Agreement to be entered into by both parties shall form the basis of managing the contract.

8. REQUIRED EXPERTISE OF THE SERVICE PROVIDER

The service provider should have the following:

- 8.1 Understanding of the HRD Value Chain;
- 8.2 Understanding of the mandate of the Department;
- 8.3 Ability to align competencies / skills to job profiles / job descriptions;
- 8.4 Ability to identify gaps between employees' skills and job profiles / job descriptions, and undertake gap analysis;
- 8.5 Extensive proven expertise in conducting skills audit;
- 8.6 Proven interviewing skills.
- 8.7 Excellent report writing and communication skills

9. REQUIREMENTS FOR SUBMISSION OF THE PROPOSAL

The appointed service provider is required to:

9.1 Submit a company profile that highlights capabilities to conduct Skills Audit and Analysis.

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- 9.2 Demonstrate appropriate knowledge and experience in carrying out services of similar nature.
- 9.3 Attach a full Curriculum Vitae of all team members who are qualified and experienced in conducting Skills Audit.
- 9.4 Provide a Project Plan that outlines the phases of the Project and timelines to complete the Project within twelve months.

A company resolution letter authorizing a particular person to sign the bid documents.

9.5 A company resolution letter authorizing a particular person to sign the bid

10. MANDATORY REQUIREMENTS

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

- 10.1 Compulsory briefing session
- 10.2 The service provider must provide proof of National footprint. (*i.e. lease agreement, municipal account (utility bills) as proof of footprint.*
- 10.3 A fully completed pricing schedule.

11. METHOD OF PAYMENT

Payment will be made in tranches in respect of approved phases of the project and deliverables required above subject to detailed invoices as verified by the Deputy Director: Financial and Administrative Support in the Office of DDG: Corporate Support Services.

- 11.1 Financial penalties will be imposed for agreed upon milestones, targets, deadlines not met without providing timely notification all such delays and the reasons for the delays.
- 11.2 Original invoices as per approved phases of the project and deliverables 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.

11.3 Invoices must be sent to:

Physical Address:	OR	Postal Address:
Ellen Ndhlovu		Ellen Ndhlovu
Assistant Director: Payment		Assistant Director: Payment
184 Jeff Masemola Street,		Private Bag x833
Office number 14K,		PRETORIA
Old Building,		0001
PRETORIA, 0001		

12. PRICING SCHEDULE

- A fully completed pricing schedule shall be submitted.
- Pricing schedule must be in rand monitory value

13. ADMINISTRATIVE ISSUES

13.1 Persons assigned to the 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.

13.2 Use of Material and Information

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

13.3 Subsistence and Travel Expenses

- 13.3.1 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.
- 13.3.2 Any travel for which the service provider wishes to claim reimbursement in terms of the above shall be undertaken only with prior approval of the DDG: CSS.
- 13.3.3 Subsequently to any travel approved by the DDG: CSS as foresaid, the service provider shall lodge the necessary Departmental claim with the said manager.

14. CONFIDENTIALITY CLAUSE

The service provider is expected to sign a confidentiality agreement and agrees to keep all records confidential and not to disclose such records to any third party without the Department's consent.

15. DOMICILE

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

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The Director-General Department of Agriculture, Land Reform and Rural Development 20 Steve Biko Street Arcadia **PRETORIA**

16. 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:

First Stage-Evaluation of Functionality

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

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



EVALUATION	APPLICATION	WEIGHTS
CRITERIA		
ABILITY	Extensive recent experience in conducting skills audit of medium to large size organizations. A company must have 5 years proven experience in conducting skills audit to medium and large institutions/organisations. (Attach Three Completion Certificates/ references for similar work undertaken of medium and large organisations (Completion certificate / reference letters must briefly describe the type of services provided for them and must be on the bidders' client' official letterheads and it must be duly signed. a. One or no successful completion certificate/ reference letters duly signed — Poor (1) b. Two successful completion certificates/ reference letters duly signed. — Average (2) c. Three successful completion certificates/ reference letters duly signed – Good (3) d. Four successful completion certificates/ reference letters duly signed — Cood (4) e. Five and more successful completion certificates/ reference letters duly signed — Very Good (4) e. Five and more successful completion certificates/ reference letters duly signed — Lexcellent (5)	20



	The Team Leader must possess a minimum	30
	honours degree with Human Resource	
	Management /Development as a major subject	
	and a minimum of 10-years' experience	
	conducting the skills audit. Attach CV together with	
	educational qualifications.	
	a. Team Leader with minimum Post Graduate	
	Qualification, but less than 10years' experience	
	conducting the skills audit- Poor (1)	
	b. Team Leader with minimum Post Graduate	
	Qualification, with 8-9 years' experience	
	conducting the skills audit- Average (2)	
	c. Team Leader with minimum Post Graduate	
	Qualification, and 10 years' experience	
	conducting the skills audit - Good (3)	
	d. Team Leader with minimum Post Graduate	
	Qualification, with 11-12 years' experience	
	conducting the skills audit- Very Good (4)	
	e. Team Leader with minimum Post Graduate	
	Qualification, and more than 12 years'	
	experience conducting the skills audit-	
	Excellent (5)	
	NB: resources must remain the same for the	
	duration of the project, a change of resources	
	must be done in consultation with DALRRD	
	where a replacement of similar or more	
	experience will be approved.	
CAPABILITY	Composition of technical team to be utilized in the	25
a. Experience	execution of the project consist of the 10	
b. Competency	members. Each team member must possess a	
c. Track record	minimum bachelor's degree with Human Resource	
	Management/Development as a major subject and	

skills audit. Attach CV together with educational qualifications. a. Provision of less than 8 team members, each possessing a minimum Bachelors degree with a minimum a minimum of 5-years' experience conducting the skills audit - Poor (1) b. Provision of 8-9 team members, each possessing a minimum Bachelors degree with a minimum of 5-years' experience conducting the skills audit - Average (2) c. Provision of 10 team members, each possessing a minimum Bachelors degree and a minimum a minimum of 5-years' experience conducting the skills audit - Average (2) c. Provision of 10 team members, each possessing a minimum Bachelors degree and a minimum a minimum of 5-years' experience conducting the skills audit - Good (3) d. Provision of 11-12 team members, each possessing a minimum Bachelors degree and a minimum of 5-years' experience conducting the skills audit - Good (4) e. Provision of 13 or more team members, each possessing a minimum Bachelors degree and a minimum a minimum of 5-years' experience conducting the skills audit - Very Good (4) e. Provision of 13 or more team members, each possessing a minimum Bachelors degree and a minimum a minimum of 5-years' experience conducting the skills audit - Excellent (5) NB: resources must remain the same for the duration of the project, a change of resources must be done in consultation with DALRRD where a replacement of similar or more experience will be approved. Project a. Proposed methodology/Project approach for training programme. 25 b. Quality of work plan c. Project Schedule/ Plan project Schedule/ Plan		a minimum of 5-years' experience conducting the	
a. Provision of less than 8 team members, each possessing a minimum Bachelors degree with a minimum a minimum of 5-years' experience conducting the skills audit - Poor (1) b. Provision of 8-9 team members, each possessing a minimum Bachelors degree with a minimum of 5-years' experience conducting the skills audit - Average (2) c. Provision of 10 team members, each possessing a minimum Bachelors degree and a minimum a minimum of 5-years' experience conducting the skills audit - Good (3) d. Provision of 11-12 team members, each possessing a minimum Bachelors degree and a minimum of 5-years' experience conducting the skills audit - Good (3) d. Provision of 11-12 team members, each possessing a minimum Bachelors degree and a minimum of 5-years' experience conducting the skills audit - Very Good (4) e. Provision of 13 or more team members, each possessing a minimum Bachelors degree and a minimum a minimum of 5-years' experience conducting the skills audit - Very Good (4) e. Provision of 13 or more team members, each possessing a minimum Bachelors degree and a minimum a minimum of 5-years' experience conducting the skills audit - Excellent (5) NB: resources must remain the same for the duration of the project, a change of resources must be done in consultation with DALRRD where a replacement of similar or more experience will be approved. Project a. Proposed methodology/Project approach for training programme. 25 b. Quality of work plan 25		skills audit. Attach CV together with educational	
possessing a minimum Bachelors degree with a minimum a minimum of 5-years' experience conducting the skills audit - Poor (1)b. Provision of 8-9 team members, each possessing a minimum Bachelors degree with a minimum of 5-years' experience conducting the skills audit - Average (2)c. Provision of 10 team members, each possessing a minimum Bachelors degree and a minimum a minimum of 5-years' experience conducting the skills audit - Good (3)d. Provision of 11-12 team members, each possessing a minimum Bachelors degree and a minimum of 5-years' experience conducting the skills audit - Good (3)d. Provision of 11-12 team members, each possessing a minimum Bachelors degree and a minimum of 5-years' experience conducting the skills audit - Very Good (4)e. Provision of 13 or more team members, each possessing a minimum Bachelors degree and a minimum a minimum of 5-years' experience conducting the skills audit - Excellent (5)NB: resources must remain the same for the duration of the project, a change of resources must be done in consultation with DALRRD where a replacement of similar or more experience will be approved.Projecta. Proposed methodology/Project approach for training programme. b. Quality of work plan		qualifications.	
a minimum a minimum of 5-years' experience conducting the skills audit - Poor (1) b. Provision of 8-9 team members, each possessing a minimum Bachelors degree with a minimum of 5-years' experience conducting the skills audit - Average (2) c. Provision of 10 team members, each possessing a minimum Bachelors degree and a minimum a minimum of 5-years' experience conducting the skills audit - Good (3) d. Provision of 11-12 team members, each possessing a minimum Bachelors degree and a minimum of 5-years' experience conducting the skills audit - Very Good (4) e. Provision of 13 or more team members, each possessing a minimum Bachelors degree and a minimum of 5-years' experience conducting the skills audit - Very Good (4) e. Provision of 13 or more team members, each possessing a minimum Bachelors degree and a minimum a minimum of 5-years' experience conducting the skills audit - Excellent (5) NB: resources must remain the same for the duration of the project, a change of resources must be done in consultation with DALRRD where a replacement of similar or more experience will be approved. Project a. Proposed methodology/Project approach for training programme. 25 b. Quality of work plan 25		a. Provision of less than 8 team members, each	
conducting the skills audit - Poor (1)b. Provision of 8-9 team members, each possessing a minimum Bachelors degree with a minimum of 5-years' experience conducting the skills audit - Average (2)c. Provision of 10 team members, each possessing a minimum Bachelors degree and a minimum a minimum of 5-years' experience conducting the skills audit - Good (3)d. Provision of 11-12 team members, each possessing a minimum Bachelors degree and a minimum of 5-years' experience conducting the skills audit - Good (3)d. Provision of 11-12 team members, each possessing a minimum Bachelors degree and a minimum of 5-years' experience conducting the skills audit - Very Good (4)e. Provision of 13 or more team members, each possessing a minimum Bachelors degree and a minimum a minimum of 5-years' experience conducting the skills audit - Excellent (5)NB: resources must remain the same for the duration of the project, a change of resources must be done in consultation with DALRRD where a replacement of similar or more experience will be approved.Projecta. Proposed methodology/Project approach for training programme. b. Quality of work plan		possessing a minimum Bachelors degree with	
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minimum a minimum of 5-years' experience conducting the skills audit - Good (3)d. Provision of 11-12 team members, each possessing a minimum Bachelors degree and a minimum of 5-years' experience conducting the skills audit - Very Good (4)e. Provision of 13 or more team members, each possessing a minimum Bachelors degree and a minimum a minimum of 5-years' experience conducting the skills audit - Excellent (5)NB: resources must remain the same for the duration of the project, a change of resources must be done in consultation with DALRRD where a replacement of similar or more experience will be approved.Projecta. Proposed methodology/Project approach for training programme. b. Quality of work plan		c. Provision of 10 team members, each	
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d. Provision of 11-12 team members, each possessing a minimum Bachelors degree and a minimum of 5-years' experience conducting the skills audit - Very Good (4)e. Provision of 13 or more team members, each possessing a minimum Bachelors degree and a minimum a minimum of 5-years' experience conducting the skills audit - Excellent (5)NB: resources must remain the same for the duration of the project, a change of resources must be done in consultation with DALRRD where a replacement of similar or more experience will be approved.Projecta. Proposed methodology/Project approach for training programme. b. Quality of work plan25		minimum a minimum of 5-years' experience	
possessing a minimum Bachelors degree and a minimum of 5-years' experience conducting the skills audit - Very Good (4)e. Provision of 13 or more team members, each possessing a minimum Bachelors degree and a minimum a minimum of 5-years' experience conducting the skills audit - Excellent (5)NB: resources must remain the same for the duration of the project, a change of resources must be done in consultation with DALRRD where a replacement of similar or more experience will be approved.Projecta. Proposed methodology/Project approach for training programme. b. Quality of work plan25		conducting the skills audit - Good (3)	
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duration of the project, a change of resources must be done in consultation with DALRRD where a replacement of similar or more experience will be approved.Projecta. Proposed methodology/Project approach for training programme. b. Quality of work plan25		conducting the skills audit - Excellent (5)	
must be done in consultation with DALRRD where a replacement of similar or more experience will be approved.Projecta. Proposed methodology/Project approach for training programme. b. Quality of work plan25		NB: resources must remain the same for the	
where a replacement of similar or more experience will be approved.Projecta. Proposed methodology/Project approach for training programme.b. Quality of work plan25		duration of the project, a change of resources	
experience will be approved.Projecta. Proposed methodology/Project approach for training programme.b. Quality of work planLogo		must be done in consultation with DALRRD	
Project a. Proposed methodology/Project approach for 25 Methodology training programme. 5 b. Quality of work plan 5		where a replacement of similar or more	
Methodology training programme. b. Quality of work plan		experience will be approved.	
b. Quality of work plan	Project	a. Proposed methodology/Project approach for	25
	Methodology	training programme.	
c. Project Schedule/ Plan		b. Quality of work plan	
		c. Project Schedule/ Plan	

Level 15

	d. Project deliverables linked to the phases of the	
	project	
	 Appropriateness of proposed approach and methodology. The degree to which the methodology proposed is sound, professional, realistic and logical. Method and clarity regarding the final outputs of the project Proposed Project Management linked to 	
	the milestone and timeframe.	
	 a. Proposed approach does not outline the requirements as specified in the ToR. —Poor (1) 	
	 b. Proposed approach inadequately and poorly addresses requirements in the ToR. —Average (2) 	
	c. Proposed approach adequately specified all requirements in the ToR and is acceptable for implementation– Good (3)	
	d. Proposed approach specifies the way the project will be delivered and indicate additional value adds. — Very Good (4)	
	e. Proposed approach exceptionally specifies the way the project will be delivered and indicate additional value adds. — Excellent (5)	
TOTAL POINTS	• • •	100

 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) Presentation

The applicable values that will be utilized when scoring each criterion ranges from 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent

CRITERIA	WEIGHTS
The bidder should display understanding of the departmental mandate:	30
 The bidder displays a poor understanding of the departmental mandate. —<i>Poor (1)</i> 	
 The bidder displays an average understanding of the departmental mandate —<i>Average (2)</i> 	
 The bidder displays a good understanding of the departmental mandate – <i>Good (3)</i> 	
 The bidder displays a very good understanding of the departmental mandate — Very Good (4) 	
 The bidder displays an excellent understanding of the departmental mandate. — <i>Excellent (5)</i> 	
Present the assessment tools that will be used to deliver on the project deliverables:	30
 Does not present the assessment tools that will be used to deliver on the project deliverables. —<i>Poor</i> (1) 	
 Presents inadequate assessment tools that will be used to deliver on the project deliverables — <i>Average (2)</i> 	
 Presents adequate assessment tools that will be used to deliver on the project deliverables –Good 	

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	(3)	
0	Presents specific assessment tools with examples of use, that will be used to deliver on the project deliverables— <i>Very Good (4)</i>	
0	Presents specific assessment tools with demonstration of use, that will be used to deliver on the project deliverables — <i>Excellent (5)</i>	
	esent the detailed project plan to deliver on the oject deliverables	40
0	Does not present the detailed project plan to deliver on the project deliverables— <i>Poor (1)</i>	
0	Presents inadequate project plan to deliver on the project deliverables — Average (2)	
0	Present the detailed project plan to deliver on the project deliverables-Good (3)	
0	Present a <i>specific</i> detailed project plan to deliver on the project deliverables— <i>Very Good (4)</i>	
0	Present an <i>exceptionally</i> detailed project plan to deliver on the project deliverables. — <i>Excellent (5)</i>	
ТС 10	OTAL POINTS ON PRESENTATION MUST ADD TO	100

• 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

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

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

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

16.2 Calculation of points for price

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

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

a. Points will 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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- b. Bidders must submit original and valid B-BBEE Status Level Verification Certificate copies thereof. In order to claim the B-BBEE points in accordance with the above table of B-BBE Status Level of Contributor, Bidders must submit any of the following proof of B-BBEE Status Level Verification Contributor;
- 16.3.1 B-BBEE Status level certificate issued by an authorized body or person;
- 16.3.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 16.3.3 Any other requirement prescribed in terms of the B-BBEE Act;
 - c. 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.
 - d. 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.
 - e. Any bid that is qualified by the bidders own conditions will automatically be disqualified.

17. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contracts apply and the Department reserves the right not to award the contract.



18. TERMS AND CONDITIONS

- 18.1.1 Awarding of the bid will be subject to the service provider's express acceptance of the DALRRD Supply Chain Management's general contract conditions. The DALRRD and Service Provider will sign a Services Level Agreement upon appointment.
- 18.1.2 The service provider should commence with the project within 5 days after receiving the letter of appointment and the service level agreement signed.
- 18.1.3 During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to organise the progress report meetings and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.
- 18.1.4 Any deviation from the project plan should be put in writing and signed by the project manager.
- 18.1.5 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 18.1.6 Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 18.1.7 When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at <u>no</u> charge to DALRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DALRRD.

19. OUTCLAUSE

- 19.1 The Department of Agriculture, Land Reform and Rural Development reserves theright not to appoint if suitable candidates are not found, at the complete discretion of the Department.
- 19.2. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

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- 19.3 The DALRRD and the Service Provider will sign a Service Level Agreement (SLA) upon appointment. Such SLA will include the following:
- 19.1 Period of agreement
- 19.2 Project objectives and scope
- 19.3 Staffing
- 19.4 Project Plan and Project Plan Management
- 19.5 Budget
- 19.6 Cost and fee payment
- 19.7 Method of Communication
- 19.8 Reporting Relationship
- 19.9 Deliverables and terms of deliverables
- 19.10 Reviews
- 19.11 Uncompleted work
- 19.12 Confidentiality
- 19.13 Disputes
- 19.14 Financial penalties and termination of contract

20. TRAVEL AND ACCOMODATION

- 20.1 Travel by air where it is deemed more practical shall be limited to economy class and may be undertaken with the prior approval of the Project Manager.
- 20.2 Actual cost of hiring a car in the A class category between airport of arrival and venue of the meeting shall be reflected on the invoice.
- 20.3 When using private vehicles, claims are limited to the tariff laid down from time to time by the Department of Transport for "A" category vehicles.
- 20.4 Distance between service provider's office and home is viewed as private kilometers.
- 20.5 Accommodation shall be limited to 3 Star accommodations or lower.

21. COMMUNICATION

21.1 The contact officials for this project will be Mr. D Thubakgale (technical support)

For technical inquiries, please contact:

Mr. D Thubakgale

Tel: (012) 312 9473, E-mail: Disei.thubakgale@Dalrrd.gov.za

21.2 REQUEST FOR FURTHER INFORMATION

Supply chain management inquiries, please contact:

Mr. Pfarelo Makhado

Telephone: (012) 312 9518/8711

E-mail: Pfarelo.Makhado@dalrrd.gov.za

OR

Mr. A Olyn

Tel:012 312 9518

E-mail: abie.olyn@dalrrd.gov.za

21.3 **PUBLICATION**

- 21 days advertisement.
- National Treasury E-portal and Newspaper
- Compulsory briefing session (Bid document will be available on request to the above SCM contacts)



LA 1.2

5/2/2/1- DALRRD 0033 (2022/2023)

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A COMPREHENSIVE SKILLS AUDIT IN THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) FOR A PERIOD OF TWELVE MONTHS

CLOSING DATE: 08 DECEMBER 2022

NB: COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE: 24 NOVEMBER 2022 TIME: 10:00 VENUE: 184 JEFF MASEMOLA, OLD BUILDING 100E BOARDROOM

TECHNICAL ENQUIRIES	: Mr. D Thubakgale
TEL	: (012) 312 9473
EMAIL	: <u>Disei.thubakgale@Dalrrd.gov.za</u>
BID RELATED ENQUIRIES TEL EMAIL:	: Ms Kedumetse Modise/Mr. Abie Olyn/ Mr P Makhado : (012) 312 9518/9786/9734/871/ 8275/9772 kedumetse.modise@dalrrd.gov.za; abie.olyn@dalrrd.gov.za /pfarelo.makhado@dalrrd.gov.za

NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19, THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER BOX.

FINANCIAL PROPOSAL – PART 2 OF 2

DALRRD-0033 (2022-2023)

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

R	 	

PHASES	TIMEFRAMES	Total
PHASE 1	2 months	
Situational Review analysis		
		R
PHASE 2	5 months	
Completion of individual		
interviews with employees		
		R
PHASE 3	5 months	
Hand over the final skills audit		R
report for amendments and inputs (Electronic and hard		К
copies of the skills audit report)		
Total	12 months	
SUI	B- TOTAL (Excluding Vat	R
	15% Vat	R
	TOTAL(Inclusive of VAT	R

DALRRD-0033 (2022-2023)	1
Bid Initials Bid's Signature	
Date:	of 52