

5/2/1 (036) 2024/2025

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE LEGAL ADVISORY SERVICE (LASP) FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT AT THE OFFICE OF THE SPECIAL MASTER OF LABOUR TENANTS FOR A PERIOD OF 12 MONTHS

CLOSING DATE: 10 JULY 2024 @ 11:00

TECHNICAL ENQUIRIES : Mr. Reginald Z Khanzi
TEL : (012) 407 4051/060 525 6516
EMAIL: Reginald.Khanzi@dalrrd.gov.za

BID RELATED ENQUIRIES : Ms. Kedumetse Modise/ Mr. Kopano Ntsoane
TEL : (012) 312 8385/8396/ 083 452 8855
EMAIL: kedumetse.modise@dalrrd.gov.za / Kopano.Ntsoane@dalrrd.gov.za

LA 1.1



agriculture, land reform & rural development

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

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Kopano Ntsoane: **Tel:** (012) 312 8396

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

RFQ NO: 5/2/1 (036) 2024/2025

CLOSING TIME: 11H00

CLOSING DATE: 10 JULY 2024

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, Pricing Schedule SBD 3.3, SBD4, SBD6.1, terms of reference (TOR).
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD).
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid.

Yours faithfully

SIGNED
QUOTATION MANAGEMENT
DATE:

MAP TO QUOTATION BOX (B BOX)

RFQ NO: 5/2/1 (036) 2024/2025 CLOSING DATE: 10 JULY 2024 @ 11:00

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

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

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

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

**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
Acquisition Management
(QUOTATION)
600 LILLIAN NGOYI, BEREA PARK
PRETORIA,
CENTRAL**

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

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

GOVERNMENT PROCUREMENT

**GENERAL CONDITIONS OF CONTRACT
July 2010**

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

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

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

Js General Conditions of Contract (revised July 2010)

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)					
BID NUMBER:	5/2/1 (036) 2024/2025	CLOSING DATE:	10 JULY 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO PROVIDE LEGAL ADVISORY SERVICE (LASP) FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT AT THE OFFICE OF THE SPECIAL MASTER OF LABOUR TENANTS FOR A PERIOD OF 12 MONTHS.				
QUOTATION RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BELOW EMAIL ADDRESS					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
Acquisition Management					
(QUOTATION)					
600 LILLIAN NGOYI, BEREA PARK					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Kedumetse Modise/ Mr. Kopano Ntsoane		CONTACT PERSON	Mr. Reginald Z Khanzi	
TELEPHONE NUMBER	(012) 312 8385/8396/ 083 542 8855		TELEPHONE NUMBER	(012) 407 4051/ 060 525 6516	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Kedumetse.modise@dalrrd.gov.za/ Kopano.Ntsoane@dalrrd.gov.za		E-MAIL ADDRESS	Reginald.Khanzi@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS SERVICE PROVIDER 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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) "Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
- Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

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

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor’s letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

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

- (I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** x 10 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.

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

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

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

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted:%
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:

6.2. Company registration number:

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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



The Office of the Special Master of Labour Tenants

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE LEGAL ADVISORY SERVICE (LASP) FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT AT THE OFFICE OF THE SPECIAL MASTER OF LABOUR TENANTS FOR A PERIOD OF 12 MONTHS



The Office of the Special Master of Labour Tenants

ACRONYMS AND ABBREVIATIONS

CSD	Central Supplier Database
CSO	Civil Society Organization
DALRRD	Department of Agriculture, Land Reform and Rural Development
LASP	Legal Advisory Service Provider
LCC	Land Claims Court
LPC	Legal Practice Council
LTA	Land Reform (Labour Tenants) Act No 3 of 1996
LTCRP	Labour Tenants' Claims Resolution Program
NGO	Non-Governmental Organization
RFQ	Request for Quotation
SBD	Standard Bid Documents
SMLT	Special Master of Labour Tenants
SoW	Scope of Work
TOR	Terms of Reference



The Office of the Special Master of Labour Tenants

1. INTRODUCTION

The role or purpose of the LASP within the SMLT in the broad context of the mandate of the SMLT is to provide legal counsel and guidance to the SMLT team. In this role, the service provider will ensure internal and external stakeholder compliance with applicable laws, regulations, and court orders while assisting the SMLT in making informed decisions. The Service provider's overarching role will be the following:

- To render legal support services to the SMLT
- Provide oral and written legal opinions on issues of interest that are needed.
- Draft and scrutinise legal instruments and correspondence with legal implications.
- Provide legal advisory services to the SMLT to resolve labour tenant claims through negotiation or litigation.
- Act as a facilitative or reconciliatory intermediary between the SMLT, the Department and the Court when appropriate.

2. BACKGROUND

Pursuant to the Special Master of Labour Tenants (SMLT) fulfilling its mandate of *supervising, monitoring and overseeing* the functions of the Department of Agriculture, Land Reform and Rural Development (DALRRD) in the resolution of outstanding land claims for the provision of security of tenure, acquisition of land and rights in land according to the requirements of the Land Reform (Labour Tenants) Act, 1996, the need has arisen for the appointment of a Legal Advisory Service Provider (LASP) to support the office the SMLT in several areas related to the resolving of labour tenants' land claims.

3. REQUIREMENT

The Service provider can be an individual with the requisite composite skills or a firm of legal practitioners. If a firm of legal practitioners applies for this role, it must nominate an individual with the prescribed experience level to be the primary contact and service personnel. Interested Service providers are advised to prepare a proposal detailing their understanding of the specifications in this RFQ document, providing necessary confirmatory documentation as required to claim evaluation points as appropriate. The proposal should include their understanding of the role of the SMLT as prescribed in the judgements that emanated from the court processes described below.

- a) **Case No 107/2013** - *Mwelase v Director-General for the Department of Rural Development and Land Reform 2017 (4) SA 422 (LCC)* (per Ncube AJ) (Land Claims Court judgment).
- b) **Case No 206/17** - *DG: Department of Rural Development and Land Reform & another v Mwelase & others and Mwelase & others v DG: Department of Rural Development & Land Reform & another (306/17 & 314/17) [2018] ZASCA 105*
- c) **Case No CCT 232/18** - *Mwelase and Others v Director-General for the Department of Rural Development and Land Reform and Another [2019] ZACC 30*

4. SCOPE OF WORK

- The service provider's specific tasks, activities, and deliverables are outlined hereunder. The scope of work sets SMLT's boundaries and expectations of the LASP's responsibilities.
- The SMLT will sign an SLA with the appointed LASP wherein the scope of work will be clearly defined. The elements included in the SoW are highlighted below:

4.1 Service Objectives

- Provide comprehensive legal advisory services to the SMLT, assisting it in navigating the complexities of public administration, land claims resolution and land reform in general and achieving target outcomes.



The Office of the Special Master of Labour Tenants

- Offer expert guidance and recommendations on legal matters to ensure compliance with applicable laws, regulations, and best legal practices.
- Assist labour tenants and designated stakeholders in understanding and managing legal risks associated with the mandate of the SMLT.

4.2 Resources

- Allocate qualified and experienced legal professionals with expertise in relevant areas of Law on tasks assigned.
- Utilise appropriate legal research tools, databases, and technology to support efficient and accurate legal analyses and advice.

4.3 Tasks and Activities

- Conducting a thorough analysis of SMLT's legal issues, considering applicable laws, precedents, and legal frameworks.
- Providing strategic legal advice and recommendations tailored to SMLT's specific needs and objectives.
- Drafting, reviewing, and negotiating legal documents and agreements to protect SMLT's and/or designated stakeholders' interests while ensuring compliance with applicable laws.
- Conducting legal research and analysis to correct or support SMLT's understanding of the legal implications and potential risks of matters of interest.
- Preparing for, facilitating and supporting the SMLT in legal proceedings, including court appearances, mediation, arbitration, or administrative hearings.
- Providing ongoing legal support, guidance, and updates to the SMLT and/or designated stakeholders as such evolves.

4.4 Deliverables

- Written legal advice and opinions on specific issues or questions posed by the SMLT and/or designated stakeholders.
- Drafting and reviewing legal documents, contracts, agreements, and other legal instruments.
- Legal research and analysis reports to support or correct SMLT's understanding of relevant laws and regulations.
- Report of representation/advocacy or oversight of legal proceedings or negotiations on behalf of the SMLT or designated stakeholders.
- Drafting, vetting, and advising on various documents and agreements related to the LTA.

4.5 Timeline and Milestones

- Establish and agree on clear timelines for delivering legal advice, drafting documents, and completing assigned tasks with designated SMLT officials on a case-by-case basis.
- Define and agree on key milestones on all tasks and approval stages to track progress and ensure timely completion of assigned tasks.

4.6 Exclusions

- The scope of work does not include representing the SMLT or any designated stakeholder in litigation unless explicitly agreed upon separately, subject to the change management process below.
- Legal advisory services are limited to the areas of Law mentioned explicitly in this RFQ document and the service level agreement to be executed after this appointment.

4.7 Assumptions and Constraints

- The SMLT and/or the designated stakeholder will provide all necessary information and documentation to enable the LASP to perform their duties efficiently and effectively.



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- The legal advisory services will be subject to the applicable laws, regulations, and ethical guidelines governing legal practice.

4.8 Scope deviation/variation

Any changes to this scope of work or additional services requested by the SMLT will be evaluated and agreed upon separately, with timelines, resources, fees, and impact on other services determined and advised upfront.

4.9 Acceptance of work performed/finalised

On a case-by-case basis, the legal advisory service will be completed when the agreed-upon deliverables have been provided according to the agreed timeline to the SMLT's satisfaction and the SMLT expresses its acceptance of the service rendered in writing.

5 ROLES AND RESPONSIBILITIES

The specific roles and responsibilities, which translate to the particular tasks, duties, or obligations expected of the LASP, are enumerated and explained below. They will be further defined in the SLA to be concluded after the appointment of the service provider.

5.1 Legal strategy crafting

The LASP will be expected to assist in developing legal strategies and action plans that conform with sound legal principles, practicality and are aligned with the goals and objectives of the SMLT on labour tenant claims.

5.2 Legal Research and Analysis

The LASP will be responsible for conducting comprehensive legal research on complex issues and providing concise and accurate analysis to assist the SMLT in decision-making. Stay updated on relevant laws, regulations, and precedents to provide the SMLT with sound and up-to-date legal advice.

5.3 Legal Counsel

Advise the SMLT on legal matters, including but not limited to interpreting statutes, regulations, and court orders, analysing potential legal risks, and formulating strategies to mitigate such risks. Offer guidance on procedural matters, evidence collection, and admissibility. When necessary, the successful service provider will be required to interpret court judgements.

5.4 Alternate Dispute Resolutions (ADR)

The LASP will guide ADR processes when required and may assist in negotiations, mediations or arbitration when appropriate.

5.5 Document Review and Drafting

Review and analyse legal documents, contracts, agreements, court filings, and other relevant materials. Prepare legal documents, including briefs, memoranda, opinions, and reports, ensuring accuracy, clarity, and compliance with legal requirements.

5.6 Collaboration and Coordination:

Collaborate closely with the SMLT and his team in providing legal support and guidance. Liaise with internal and external stakeholders, such as government agencies, legal counsels, and subject matter experts, to gather information and coordinate efforts.



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5.7 Compliance, Ethics and Risk Management

Monitor compliance with relevant laws, agreed processes, regulations, and court orders. Identify potential legal or ethical issues and develop strategies to address them appropriately. Promote ethical behaviour, professional standards, and manage legal risks.

5.8 Court Proceedings and Representations

Assist the SMLT in court hearings, including drafting the SMLT reports to the LCC. In addition, represent the SMLT's office to oversee legal proceedings when required.

5.9 Confidentiality and Data Protection

Maintain strict confidentiality of sensitive information and adhere to data protection regulations. Handle confidential documents and ensure secure storage and transmission of information.

5.10 General ongoing legal support

The successful LASP will be required to offer ongoing legal support to the SMLT, monitoring legal developments and updating the SMLT on changes in laws or regulations that may affect the mandate of the SMLT.

6. SERVICE DURATION AND FEES

The duration of this service will be 12 calendar months or, as it will be agreed upon during the finalisation of the SLA. Prospective service providers should present the indicative hourly rates for each team member they intend to deploy for this engagement. Such hourly rates, when accepted, will endure for the duration of the appointment.

7. Mandatory Requirements

Failure to submit the following requirements with the RFQ will disqualify the service provider's proposal:

- Fully completed pricing Schedule (SBD 3.3). A fully completed pricing schedule on the prescribed template must be submitted.
- Company/Personal profile.

7.1 Expertise in terms of the table below:

The team leader, presumably the firm's Director, must be suitably qualified in Law and be a practising attorney. A certified copy of his or her qualification must be attached, and he/she should possess sound knowledge and expertise in the areas of:

- The Constitution of the Republic of South Africa.
- Government legislative framework.
- Public Service legislative and policy framework.
- Government programs such as the National Development Plan.
- Key Strategic Priorities of Government.
- Project management.

The Service provider's proposal must expressly state that this is so.

The successful firm's interfacing service personnel or individual appointed must produce certified copies of the relevant documents confirming enrolment and good standing with the Legal Practice



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Council (LPC). A detailed CV of the attorney, clearly indicating years of experience in all positions, must be attached. Certified copies of all relevant tertiary qualifications and other professional memberships must also be attached.

The Service provider must demonstrate the availability of the following general skills for this engagement:

- Strong research and analytical skills, with the ability to interpret complex legal issues and provide practical advice.
- Excellent written and verbal communication skills, including the ability to present legal concepts clearly and concisely.
- Ability to work collaboratively in a team environment and build effective relationships with diverse stakeholders.
- High level of professionalism, integrity, and ethics committed to maintaining confidentiality and complying with legal and ethical standards.
- Experience in complex legal matters, investigations, or special projects is highly desirable.
- Fluency in multiple South African official languages, including isiZulu, Afrikaans, isiXhosa, Swati, etc.
- They must also illustrate that they have occupied or are fulfilling at least one of the four positions below.

8. EVALUATION CRITERIA

This RFQ shall be evaluated based on functionality and in accordance with 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022 as stipulated below.

8.1 First Stage - Evaluation of Functionality

Functionality will be evaluated by independent members of the Bid Evaluation Committee in accordance with the functionality criteria and values illustrated below. The applicable values that will be utilised when scoring each criterion range from **1 being poor, 2 being average, 3 being good, 4 being very good, and 5 being excellent**

TEAM LEADER/PROJECT LEADER

NO	CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1.	<ul style="list-style-type: none"> • Lead Partner/Director/Team leader 	<p>0-2 years' experience – 1 poor. 3-4 years' experience – 2 fair. 5-6 years' experience – 3 good. 7-10 years' experience – 4 very good. Above 10 years – 5 Excellent.</p> <p>Attach relevant CV and referenced as Annexure A.</p> <p>A detailed CV of the practicing attorney, with experience in Land Reform (Labour Tenants) Act No 3 of 1996 experience clearly indicating years of experience in all positions previously occupied, must be attached. Certified copies of all relevant tertiary qualifications (relevant documents confirming enrolment and good standing with the Legal Practice Council (LPC) and other professional memberships must also be attached).</p>	25



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COMPOSITION OF THE RESOURCES

NB: Please note that should an individual qualify for more than two areas of expertise; they must attach separate annexures.

No	CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1.	Land/Property law (specifically, in Land Reform (Labour Tenants) Act No 3 of 1996	0-2 years experience – 1 poor 3-4 years experience – 2 fair 5- 6 years experience – 3 good 7-10 years experience – 4 very good Above Ten (10) years – 5 excellent Attach relevant CV & reference as Annexure B.	10
2.	Civil/Human rights	0-2 years experience – 1 poor 3-4 years experience – 2 fair 5-6 years experience – 3 good 7-10 years experience – 4 very good Above Ten(10) years – 5 excellent Attach relevant CV & reference as Annexure C.	5
3.	Alternative Dispute Resolution	0-2 years experience – 1 poor 3-4 years experience – 2 fair 5-7 years experience – 3 good 7-10 years experience – 4 very good Above Ten(10) years – 5 excellent Attach relevant CV & reference as Annexure D.	5
4.	Environmental Law	0-2 years experience – 1 poor 3-4 years experience – 2 fair 5-7 years experience – 3 good 7-10 years experience – 4 very good Above Ten(10) years – 5 excellent Attach relevant CV & reference as Annexure E.	5
5.	Personal Injury	0-2 years experience – 1 poor 3-4 years experience – 2 fair 5-6 years experience – 3 good 7-10 years experience – 4 very good Above 10 years – 5 excellent Attach relevant CV & reference as Annexure F.	5
6.	Family law	0-2 years experience – 1 poor 3-4 years experience – 2 fair 5-6 years experience – 3 good 7-10 years experience – 4 very good Above 10 years – 5 excellent Attach relevant CV & reference as Annexure G.	5
7.	Public and Administration law	0-2 years experience – 1 poor 3-4 years experience – 2 fair 5-6 years experience – 3 good 7-10 years experience – 4 very good Above 10 years – 5 excellent	5



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No	CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
		Attach relevant CV & reference as Annexure H.	
8.	Labour law	0-2 years experience – 1 poor 3-4 years experience – 2 fair 5-6 years experience – 3 good 7-10 years experience – 4 very good Above 10 years – 5 excellent Attach relevant CV & reference as Annexure I.	5

COMPETENCY AND TRACK RECORD

NO	CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1.	Industry knowledge The Service provider must demonstrate and substantiate their experience working with land reform clients to confirm that they understand the specific legal challenges and regulations that may apply to the SMLT. Name the clients.	One to two clients – 1 poor Three clients – 2 fair Three to four clients – 3 good Five clients – 4 very good Over five clients – 5 excellent Attach letters	10
2.	Track record The Service provider must have a track record of success in handling legal matters or advising clients on issues similar to those the SMLT may encounter. The Service provider should give evidence of favourable outcomes, if possible. The Service provider should provide copies of the redacted advisory memorandum to clients. Redact and attach the advisory memos.	One to two advisory memos – 1 poor Two to three advisory memos – 2 fair Three to four advisory memos – 3 good Four to five advisory memos – 4 very good Over five advisory memos – 5 excellent Attach memos	10
3.	Client references The Service provider should provide references or testimonials that shed light on the Service provider's past performance and client satisfaction. The Service provider should provide three references/testimonials in rendering advisory services.	1 (one) Advisory Services reference – 1 poor 2 (two) Advisory Services references – 2 fair 3 (three) Advisory Services references – 3 good 4 (four) Advisory Services references – 4 very good More than 5 Advisory Services references – 5 excellent Attach references or testimonials	5
4.	Years of experience The Service provider should provide the number of years it has existed and, if it is an individual, the number of years of experience.	Less than two years – 1 poor Two – four years – 2 fair Five to eight years – 3 good Nine to ten years – 4 very good Over ten years – 5 excellent Attach company /personal profile	5
Total			100



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NB: The proposals will be evaluated in two phases, as indicated above. All proposals that will score less than sixty-five (65) out of the hundred (100) points for functionality will not be considered further.

8.2 Second Stage – 80/20 principles, Evaluation in terms of 80/20 Preference Points System as prescribed in the Preferential Procurement Regulations, 2022

The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes.

$$Ps = 80 (1 - Pt - P \text{ min} / P \text{ min})$$

Where

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

- (b) A maximum of 20 points may be awarded to a tenderer for being an HDI and/or subcontracting with as HDI and/or achieving any of the specified goals stipulated in Regulation 4.
- (c) The points scored by tenderer in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.
- (d) Only the tender with the highest number of points **scored may be selected**

Stipulation of preference point system to be used.

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

Historically disadvantaged individuals:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
I. A person historically disadvantaged by unfair discrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation- <ul style="list-style-type: none"> a) Before 27 April 1994 b) On or before 27 April 1994 and who would be entitled to acquire citizenship by naturalisation prior to the date 	10
II. Who is female	5
III. Who is disabled	2
IV. Specific goal: Youth	3

Total point of price and HDIs must not exceed 100

When calculating prices:
Unconditional discounts must be considered for evaluation purposes; and



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Conditional discounts must not be considered for evaluation purposes but should be implemented when payment is affected.

The formulae to be utilised in calculating points scored for price are as follows: 80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

9. KEY RELATIONSHIP INTERFACES

Internal

- Special Master of Labour Tenants
- SMLT core team
- National Program Manager, Labour Tenants' Claims Resolution Program

External

- Labour Tenants
- Civil Society Organisations
- Public Sector entities
- Private Sector Organisations
- Legal Aid South Africa
- NGO partners

10. PUBLICATION

- CSD or ePortal
- 14 calendar day advert period.

11. CONTACT PERSON FOR ENQUIRIES

- Mr. Reginald Z Khanzi
- Telephone 012 407 4051 /060 525 6516
- Email:Reginald.Khanzi@dalrrd.gov.za

SCM related inquiries:

- Mr. Kopano Ntsoane
- Telephone (012) 312 8396/ 083 452 8855
- Email: Kopano.Ntsoane@dalrrd.gov.za

12. APPROVAL

This specification was approved by.

P. Kola Jolaolu
CHAIRPERSON OF THE BID SPECIFICATION COMMITTEE



The Office of the Special Master of Labour Tenants

Date:

5-2-1(036) 2024-2025

**APPOINTMENT OF SERVICE PROVIDER TO PROVIDE LEGAL ADVISORY SERVICE (LASP)
FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
AT THE OFFICE OF THE SPECIAL MASTER OF LABOUR TENANTS FOR A PERIOD OF 12 MONTHS
[SBD 3.3]**

PRICING SCHEDULE
(Professional Services)

NAME OF SERVICE PROVIDER.....RFQ NO.:
CLOSING TIME:

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

1. The accompanying information must be used for the formulation of quotation.
2. Service providers are required to indicate rates based on the total cost to the department for the completion of the project, including the expenses for the project as per the attached schedule.

RFQ Initials
Service Provider's Signature.....
Date:⁴².....

RFQ No.:

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF SERVICE PROVIDER TO PROVIDE LEGAL ADVISORY SERVICE (LASP) FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT AT THE OFFICE OF THE SPECIAL MASTER OF LABOUR TENANTS FOR A PERIOD OF 12 MONTHS

A. Nos	Description	APPLICABLE HOURLY RATE (INCLUSIVE OF REPORT WRITING AND VAT)							
		Years of Experience					Paralegal	Others	Total
		Ten years and more	7 – 10 years	5 – 6 years	3 – 4 years	0 – 2 years			
1.	Consultations								R.....
2.	Perusal of documents								R.....
3.	Drafting of pleadings, affidavits and reports								R.....
4.	Drafting of letters and formal notices								R.....
5.	Research and Case Preparation								R.....
6.	Fact-finding/Investigation/development								R.....
7.	Analysis/Strategy crafting								R.....
8.	Experts/Consultants								R.....
9.	File Management/Document and Report review								R.....
10.	Legal Counsel								R.....
11.	Settlement/ADR								R.....
12.	Other advisory services /Administration								R.....
13.	Service								R.....
14.	Filing								R.....
	TOTAL								R.....

NB: Service providers will be evaluated based on the competitiveness of their rates in the service areas described above and expense schedule below.

RFQ Initials
 Service Provider's Signature.....
 Date:.....

RFQ No.:

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF SERVICE PROVIDER TO PROVIDE LEGAL ADVISORY SERVICE (LASP)FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT AT THE OFFICE OF THE SPECIAL MASTER OF LABOUR TENANTS FOR A PERIOD OF 12 MONTHS

B. EXPENSE SCHEDULE

Nos	Description	RAND per unit
1.	Copying	R.....
2.	Junior Counsel fees	R.....
3.	Correspondence attorneys	R.....
4.	Community costs (e.g. incidentals, accommodation and subsistence)	R.....
5.	Outside printing (Submit receipts)	R.....
6.	Word processing	R.....
7.	Facsimile	R.....
8.	Telephone	R.....
9.	Cellphone/SMSes	R.....
10.	Delivery services/messengers	R.....
11.	Postage	R.....
12.	Local travel	R.....
13.	Out-of-town travel	R.....
14.	Meals	R.....
15.	Court fees	R.....
16.	Subpoena fees	R.....
17.	Witness fees	R.....
18.	Deposition transcripts	R.....

RFQ Initials

Service Provider's Signature.....

Date:.....

RFQ No.:

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF SERVICE PROVIDER TO PROVIDE LEGAL ADVISORY SERVICE (LASP) FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT AT THE OFFICE OF THE SPECIAL MASTER OF LABOUR TENANTS FOR A PERIOD OF 12 MONTHS

Nos	Description	RAND per unit
19.	Translation and transcription	R.....
20.	Trial exhibits	R.....
21.	Litigation support vendors	R.....
22.	Private investigation	R.....
23.	Parking	R.....
24.	Arbitrators/Mediators	R.....
25.	Local Counsel	R.....
26.	Others – Please specify	R.....
TOTAL		R.....

SUMMARY TOTAL

*TOTAL COST FOR A & B EXCLUDING VAT	R.....
VAT 15%	R.....
TOTAL COST INCLUDING VAT	R.....

NB: Service Provider must include all hidden cost on the RFQ price, including travelling where applicable.

RFQ Initials
 Service Provider's Signature.....
 Date:.....

RFQ No.:

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF SERVICE PROVIDER TO PROVIDE LEGAL ADVISORY SERVICE (LASP) FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT AT THE OFFICE OF THE SPECIAL MASTER OF LABOUR TENANTS FOR A PERIOD OF 12 MONTHS

- 3. Period required for commencement with project after acceptance of bid
- 4. Are the rates quoted firm for the full period of contract?
- 5. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to the –

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

All technical enquiries should be directed to:

Attention: Mr. Reginald Z Khanzi
Telephone: 012 407 4051/060 525 6516
Email: Reginald.Khanzi@dalrrd.gov.za

Supply Chain Management Enquiries:

Mr. Kopano Ntsoane
Telephone: (012) 312 8396/083 452 8855
Email: Kopano.ntsoane@dalrrd.gov.za

RFQ Initials
Service Provider's Signature.....
Date:.....

RFQ No.:

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF SERVICE PROVIDER TO PROVIDE LEGAL ADVISORY SERVICE (LASP)FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT AT THE OFFICE OF THE SPECIAL MASTER OF LABOUR TENANTS FOR A PERIOD OF 12 MONTHS

6. APPROVAL

This specification was approved by.

P. Kola Jolaolu
CHAIRPERSON OF THE BID SPECIFICATION COMMITTEE
Date:

RFQ Initials
Service Provider's Signature.....
Date:.....