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5/2/1/1/2026-2027/32

APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) ENVIRONMENTAL POLICY AND TO COMPILE THE 2025-2029 CONSOLIDATED ENVIRONMENTAL IMPLEMENTATION AND MANAGEMENT PLAN (CEIMP) AND THE 2025-2026 ANNUAL COMPLIANCE REPORT FOR A PERIOD OF TWELVE (12) MONTHS.

CLOSING DATE: 03 JUNE 2026 AT 11:00 AM.

**RESPONSE MUST BE DEPOSITED INTO THE QUOTATION BOX AT:
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
ACQUISITION MANAGEMENT:
600 LILLIAN NGOYI, BEREA PARK
PRETORIA
CENTRAL**

TECHNICAL ENQUIRIES : Ms Nontokoza Mahlalela
TEL : 012 312 8011
EMAIL: : Nontokoza.mahlalela@dlrrd.gov.za

BID RELATED ENQUIRIES : Ms. Sando Nkwana / Jabu Mahlangu
TEL : 012 312 8403 / 8397
EMAIL: : Sando.Nkwana@dlrrd.gov.za / Jabu.Mahlangu@dlrrd.gov.za

MAP TO QUOTATION BOX (B BOX)

RFQ NO: 5/2/1/1/2026-2027/32 CLOSING DATE: 03 JUNE 2026 AT 11:00 AM.

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF 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 QUOTATIONS ON THE OFFICIAL FORMS – DO NOT RETYPE.

The RFQ documents must be deposited into the Quotation box which is identified as the “Quotation Box.”

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

ALL QUOTATIONS/PROPOSALS MUST ONLY BE DEPOSITED INTO OUR QUOTATIONS/BID BOX SITUATED AT THE ABOVE ADDRESS.

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

SUBMIT YOUR BID IN A SEALED ENVELOPE WITH A DISCRPTION AND FILE NUMBER

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (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 DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
BID NUMBER:	5/2/1/1/2026-2027/32	CLOSING DATE:	03 JUNE 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) ENVIRONMENTAL POLICY AND TO COMPILE THE 2025-2029 CONSOLIDATED ENVIRONMENTAL IMPLEMENTATION AND MANAGEMENT PLAN (CEIMP) AND THE 2025-2026 ANNUAL COMPLIANCE REPORT FOR A PERIOD OF TWELVE (12) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
600 LILLIAN NGOYI STREET, BEREA PARK					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Sando Nkwana / Jabu Mahlangu		CONTACT PERSON	Ms Nontokoza Mahlalela	
TELEPHONE NUMBER	(012) 312 8403 / 8397		TELEPHONE NUMBER	(012) 312-8011	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Sando.Nkwana@dlrrd.gov.za Jabu.Mahlangu@dlrrd.gov.za		E-MAIL ADDRESS	Nontokoza.Mahlalela@dlrrd.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS					

SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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).
1.5.	VALIDITY PERIOD: 120 DAYS
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:

.....

SBD4**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.

SBD4

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.

SBD4

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

SBD 6.1**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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in 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:



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



Private Bag X833, PRETORIA, 0001; 600 Lillian Ngoyi Street, PRETORIA, 0002
Tel: 012 – 312 8911; E-mail: nontokozi.mahlalela@dlrrd.gov.za; Website: www.dlrrd.gov.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) ENVIRONMENTAL POLICY AND TO COMPILE THE 2025–2029 CONSOLIDATED ENVIRONMENTAL IMPLEMENTATION AND MANAGEMENT PLAN (CEIMP) AND THE 2025–2026 ANNUAL COMPLIANCE REPORT FOR A PERIOD OF TWELVE (12) MONTHS

1. PURPOSE

The Department of Land Reform and Rural Development (DLRRD) seeks to appoint a service provider to:

- Review and update the Environmental Policy of the Department.
- Compile the DLRRD 2025-2029 CEIMP; and
- Compile the Annual Compliance Report for the DLRRD 2025-2026 CEIMP

The project duration is twelve (12) months.

2. BACKGROUND

The Department of Land Reform and Rural Development (DLRRD) is identified in Schedules 1 and 2 of National Environmental Management Act 107 of 1998 (NEMA) as having a function that can both affect and promote the environment and hence is required to develop a Consolidated Environmental Implementation and Management Plan (CEIMP) at least every five years. In response to these obligations especially in relation to projects that can affect the environment, the Department is required to obtain environmental authorisation/permits for activities which may significantly affect the environment in terms of chapter 5 of NEMA.



Department of Land Reform and Rural Development | Departement van Grondhervorming en Landelike Ontwikkeling | UmNyango wokuBuyiselwa kweNarha nokuThuthukisa iiNdawo zemaKhaya | ISebe loBuyekezo lweMihlaba noPhuhliso lwamaPhandle | UMnyango Wezinguquko Kwezomhlaba Nokuthuthukiswa Kwezindawo Zasemaphandleni | Kgoro ya Peakanyoleswa ya Naga le Tihabollo ya Dinagamagae | Lefapha la Kabobotjha ya Naha le Ntshetsopele ya dibaka tsa Mahaeng | Lefapha laTokafatso ya Lefatshe le Tihabololo ya Magae | Litiko Letingucuko Kutemhlaba NekuTufukiswa Kwetindzawo Tasemaphandleni | Muhasho wa Mbuyedzedzo ya Mavu na Mveledziso ya Mahayani | Ndzawulo ya Antswiso wa Misava na Nhluvukiso wa Matikoxikaya.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) ENVIRONMENTAL POLICY AND TO COMPILE THE 2025–2029 CONSOLIDATED ENVIRONMENTAL IMPLEMENTATION AND MANAGEMENT PLAN (CEIMP) AND THE 2025–2026 ANNUAL COMPLIANCE REPORT FOR A PERIOD OF TWELVE (12) MONTHS

In an effort to strengthen project planning, the Environmental Policy of the Department provides for measures to reduce red tape and streamline environmental authorisation processes. It provides that the Department should explore various legally acceptable avenues for conducting environmental assessments. Chapter 5 of the National Environmental Management Act (NEMA) No 107 of 1998, as amended and the Integrated Environmental Management Guideline Series of the then Department of Environmental Affairs (DEA) introduces a suite of Integrated Environmental Management instruments to inform & guide environmental Impact management.

In light of the above, there is a need for the Department to review and update both the Environmental Policy of the then Department of Rural Development and Land Reform (DRDLR), and compile DLRRD 2025 – 2029 CEIMP and its 2025-2026 Annual Compliance Report to direct how cooperation with relevant departments may be achieved in line with Chapter 3 of the National Environmental Management Act (NEMA). Ensure compliance and sustainable development.

3. OBJECTIVES OF THE PROJECT

The project aims to update the Departmental Environmental Policy and compile the DLRRD 2025-2029 CEIMP and its Annual Compliance Report for 2025-2026 to ensure environmental compliance within the department and external for sustainable service delivery.

4. SCOPE OF WORK

PART 1: ENVIRONMENTAL POLICY

4.1 **Review and update the Environmental Policy** of the Department to align with the new broad mandate, improve and as well as to incorporate recent national directives.

4.2 Compile **training material** to ensure implementation of the Environmental Policy.



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) ENVIRONMENTAL POLICY AND TO COMPILE THE 2025–2029 CONSOLIDATED ENVIRONMENTAL IMPLEMENTATION AND MANAGEMENT PLAN (CEIMP) AND THE 2025–2026 ANNUAL COMPLIANCE REPORT FOR A PERIOD OF TWELVE (12) MONTHS

4.3 Update Departmental **Environmental Screening Tool/framework/checklist** for assessing if a project triggers EIA/WUL/WML/AL, etc.

PART 2: DLRRD CONSOLIDATED ENVIRONMENTAL IMPLEMENTATION AND MANAGEMENT PLAN (CEIMP) 2025-2029

4.4 **Compile DLRRD 2025-2029 CEIMP**

4.5 **2025-2026 Annual Compliance Report** to ensure implementation of DLRRD 2025-2029 CEIMP.

4.6 **Capacity building** initiative to ensure a successful implementation of the above directives by all relevant stakeholders.

- To build capacity and knowledge base amongst members of DLRRD staff and other relevant stakeholders insofar as implementing departmental environmental programs and projects is concerned.

5. DELIVERABLES

5.1 Inception report

After appointment, the successful consultant(s) will be required to submit an amended work plan, which will be agreed upon with DLRRD. The plan is to include an outline of the various draft and final reports to be produced and the delivery dates, as well as a communication (public participation) strategy. Commenting periods for draft documents are also to be specified. The Project Manager within DLRRD will approve the work plan.

5.2 Provide the following documents as set out in the scope of work above.

PART 1: ENVIRONMENTAL POLICY



Department of Land Reform and Rural Development · Departement van Grondhervorming en Landelike Ontwikkeling · UmNyango wokuBuyiselwa kweNarha nokuThuthukisa iiNdawo zemaKhaya · ISebe loBuyekezo lweMihlaba noPhuhliso lwamaPhandle · UMnyango Wezinguquko Kwezomhlaba Nokuthuthukiswa Kwezindawo Zasemaphandleni · Kgoro ya Peakanyoleswa ya Naga le Tihabollo ya Dinagamagae · Lefapha la Kabobotjha ya Naha le Ntshetsopele ya dibaka tsa Mahaeng · Lefapha laTokafatso ya Lefatshe le Tihabololo ya Magae · Litiko Letingucuko Kutemhlaba NekuTfutukiswa Kwetindzawo Tasemaphandleni · Mhasho wa Mbuyedzedzo ya Mavu na Mveledziso ya Mahayani · Ndzawulo ya Antswiso wa Misava na Nhluvukiso wa Matikoxikaya.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) ENVIRONMENTAL POLICY AND TO COMPILE THE 2025–2029 CONSOLIDATED ENVIRONMENTAL IMPLEMENTATION AND MANAGEMENT PLAN (CEIMP) AND THE 2025–2026 ANNUAL COMPLIANCE REPORT FOR A PERIOD OF TWELVE (12) MONTHS

- Revised and approved Environmental Policy of the Department;
- Revised and approved Departmental Environmental Screening Tool;
- Approved Training Material on the revised Environmental Policy of the Department;
- Framework for monitoring and evaluation of implementation of the Environmental Policy of the Department;
- 15 Hard Copies and 10 Electronic Printable Versions (external drive) of the DLRRD Environmental Policy; and
- 15 Hard Copies and 10 Electronic Printable Versions (external hard drive) of Training Material on DLRRD Environmental Policy.
- 15 hard copies brochures and 10 Electronic Printable Versions (external hard drive) of DLRRD Environmental Policy
- 1x html version of the environmental policy

PART 2: CONSOLIDATED ENVIRONMENTAL IMPLEMENTATION AND MANAGEMENT PLAN (CEIMP) 2025-2029

- Adopted DLRRD 2025-2029 CEIMP;
- 2025-2026 Adopted DLRRD CEIMP Annual Compliance Report;
- Approved training material to ensure implementation of the 2025-2029 CEIMP; and
- 15 Hard Copies and 10 Electronic Printable Version (external drive) of the DLRRD 2025 – 2029 Consolidated Environmental Implementation and Management Plan (CEIMP) and the 2025-2026 Annual Compliance Report.
- 15 hard copies brochures and 10 Electronic Printable Versions (external hard drive) of the CEIMP
- 1x html version of the CEIMP



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) ENVIRONMENTAL POLICY AND TO COMPILE THE 2025–2029 CONSOLIDATED ENVIRONMENTAL IMPLEMENTATION AND MANAGEMENT PLAN (CEIMP) AND THE 2025–2026 ANNUAL COMPLIANCE REPORT FOR A PERIOD OF TWELVE (12) MONTHS

- 5.3 Progress reports at intervals agreed upon with the project team.
- 5.4 Documented workshops and Project Team meetings held and recorded.
- 5.5 Power Point presentation of the outputs of the project (a copy must be available for Departmental use).
- 5.6 The electronic copy must be produced in MS Word and PDF.
- 5.7 All spatial information must be provided in a GIS format in compliance with the standards of DLRRD.

6. IMPORTANT AND RELATED DOCUMENTS

The following reference documents must be taken into consideration by the successful bidder:

- The previous Environmental Management Framework in the three (3) prioritised Districts;
- The DALRRD Environmental Policy;
- DALRRD 2020-2012 Consolidated Environmental Implementation and Management Plan
- National Spatial Development Framework
- Environment Instrument Regulations
- The Electronic Environmental Screening Tool;
- The Comprehensive Rural Development Programme (CRDP) concept document;
- Agri-Parks Programme;
- District Rural Development Plans (DRDP);
- Climate Change Response Policy (White Paper);
- Climate Change Adaptation Plan for Rural Human Settlements;
- Spatial Planning and Land Use Management Act (SPLUMA);
- Various other SPLUMA implementation norms and standards as well as plans;



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- National Environmental Management Act (107/1998);
- Guidelines for Strategic Environmental Assessment (SEA);
- Environmental Impact Assessment Regulations, 2014;
- National Water Act: Regulations: Safety of dams;
- Other Integrated Environmental Management (IEM) Instruments; and
- In addition, any other relevant document.

7. PROJECT TIME FRAME AND PHASES

- It is expected that the project will take a maximum of twelve (12) months from inception meeting. Unless otherwise agreed in writing, the successful service provider will be expected to submit reports after the completion of every phase. The successful candidate should have the ability as well as the capacity to complete this project within the set period.



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Table 1: Project Milestones and Implementation Approaches for the review and update of the Environmental Policy of the Department and compile the DLRRD 2025-2029 CEIMP and its 2025-2026 Annual Compliance Report over a period of twelve (12) months.

PROJECT PHASE	ACTIVITY	%PAYMENT	TIME FRAME
PHASE 1	<ul style="list-style-type: none"> • Detailed Inception Report covering but not limited to the following: <ul style="list-style-type: none"> ○ Establish objectives of the project / confirmation of the project scope ○ Establishing Project governance structures including, Project Management Team (PMT), Project Steering Committees (PSC), Reference Group (RG), ○ Project Scheduling and a comprehensive costing plan with detail costing per project phase as per the requirement of the scope of work. • Literature Review <ul style="list-style-type: none"> ○ The Service Provider should ensure that the project outlines the legal and best practice basis for this work by reviewing all relevant legislation, policies and general domestic and international literature. • Stakeholder Management and communication Plan <ul style="list-style-type: none"> ○ Together with the Project Management Team (PMT) the Service Provider should compile a Stakeholder Management Plan Outline defining the roles and responsibilities of all relevant players. ○ Schedule of events/ meetings and subsequent outcomes in line with the scope of work. 	10%	1 month
PART 1: ENVIRONMENTAL POLICY			
PHASE 2	Revised and updated Environmental Policy of the Department with the screening tool	15%	3 months



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PROJECT PHASE	ACTIVITY	%PAYMENT	TIME FRAME
	The policy should consider all environmental legislation, be aligned to departmental mandate and reposition departmental environmental management and compliance.		
PHASE 3	Framework for monitoring and evaluation of implementation of the Environmental Policy of the Department	10%	1 month
PHASE 4	Training Material on Environmental Policy of the Department	10%	1 month
PART 2: CONSOLIDATED ENVIRONMENTAL IMPLEMENTATION AND MANAGEMENT PLAN (CEIMP) 2025-2029			
PHASE 5	Approved DLRRD 2025-2029 CEIMP DLRRD 2025-2029 CEIMP should consider all departmental policy, plan and programmes, harmonise environmental activities, address duplication and outline environmental reporting and intergovernmental relations	15%	3 months
PHASE 6	• 2025-2026 Annual Compliance Report for the DLRRD 2025-2029 CEIMP	10%	1 month
PHASE 7	• Approved Training Material for the implementation of the CEIMP	10%	1 month
PHASE 8	Project hand-out and close –out report	10%	1week
Retention	Cool-off period to allow for any activity aimed at assessing the quality of the product	10%	3 weeks



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8. PROPOSAL REQUIREMENT

Service Providers are expected to submit proposals that amongst others demonstrate:

- Capable team of professionals that are qualified and experienced in relevant field including but not limited to formulation of the Environmental Policy, Environmental Implementation and Management Plans, Environmental Impact Assessment, development of training material, Agriculture, Town and Regional Planning, Land Resource Economics / Agricultural Economics, Environmental Management, Economics Biological Science, Hydrology, Geographic Information Science (GIS) and Social Sciences. Relevant Specialists to be registered with relevant statutory bodies.
- Demonstrate experience of the company in all functional areas;
- Outline typical features and methodology to be used in compiling or undertaking tools and activities above
- A project plan including a breakdown of activities and time frames
- Project management set-up
- Breakdown of all team members (attach curriculum vitae) and previous relevant experience (including references).
- Proposal for skill transfer to the departmental officials

9. MANDATORY REQUIREMENTS

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

- 9.1 Fully completed pricing schedule. A **fully completed** pricing schedule on the prescribed template must be submitted. (i.e., SBD 3.1 – pricing schedule) (NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED SBD).

NB: All fields in the pricing schedule must be **fully completed**. Failure to complete any field will result in the bidder **being disqualified**.



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9.2 Please provide a project structure with **five team members**

The project team structure, must Indicate/include:

- ✓ **Team Leader; and**
- ✓ **Four (4) technical team members**

9.3 The **Team Leader** must hold a minimum qualification **of NQF Level 8** or higher in Environmental management/sciences.

9.4 The **four team members** must each hold a minimum qualification **of NQF Level 7** in **Environmental management/sciences**.

NB: Certified copies of all qualifications must be attached. Failure to attach certified copies will result in **disqualification**. Furthermore, bidders who **do not meet the requirements outlined in sections 9.1 to 9.4 will be disqualified**.

10. FINANCIAL MANAGEMENT

10.1 With regards to the financial implications for the project, service providers are expected to submit a clear costing schedule for the project. Amongst others, the following information should be provided:

10.1.1 An upper price (ceiling price VAT inclusive) limit for the project as whole that shall not be exceeded unless the scope and timeframe is extended by prior written consent from the relevant authorities.

10.1.2 When required to perform duties away from the headquarters, the service provider will be expected to travel and book accommodation at their own costs.

10.2 The service provider will be paid according to deliverable successfully achieved to the satisfaction of the Project Management Team (PMT) after consultation and consolidation



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of comments from stakeholders. This implies that all deliverables should be translated into among others, activities to be undertaken; key milestones; time associated with each activity; human resources allocated to undertaking each activity.

- 10.3 The successful service provider will be required to sign a contract of appointment and the service level agreement with the Department.
- 10.4 should the project require specialist studies, these shall be carried out at the service provider's cost.
- 10.5 Venues of all meetings will be decided upon by the PSC but will likely be convened at the offices of the DLRRD and bidders are therefore advised to take this into account in their quotation.
- 10.11. Venue and catering for all meetings will be the service provider's responsibility and bidders are therefore advised to take this into account in their quotation.

11. PROJECT MANAGEMENT

- A Project Steering Committee (PSC) comprising of relevant units in the Department and relevant government department, as well as relevant provincial Government Department in the area will consider the interim report as the project reaches agreed milestones (end of each phase).
- The Departmental day to day management of the project will be located at the Directorate: Environmental Planning Services (D: EPS). The service provider will deal directly with the project manager in the unit. The manager of the unit will also ensure the processing of invoices (payment), submission of progress reports by the service provider to DLRRD; furnish all available data, documents and relevant information where necessary. The Service Provider, D: EPS and key stakeholders shall be referred to as Project Management Team (PMT), which will meet regularly according to the need. Any party can propose a PMT meeting. Further reporting requirements will be discussed with the successful service provider. However, it will be expected of service providers to indicate



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the proposed project management setup and milestone in the project proposal. The service provider shall identify a project leader to hand in products per milestone achieved and shall present a proposed work plan. The successful service provider will be expected to further discuss the project plan during the inception meeting with the department outlining how the work is going to be structured.

- The PMT will approve the reports as final and for payment once they have been consulted and all relevant inputs have been consolidated.
- All reports shall be in English. Hard and digital copies of all the project documents will be submitted to the Department.
- All documents, materials, data and information in whatever manner or format, whether hardcopy, digital videotape, or otherwise will be the property of the Department of Land Reform and Rural Development (DLRRD) and are not to be released to the third party without the consent of the relevant authority.

12. REQUIRED COMPETENCIES

The Department is looking for a service provider who is suitably qualified and has knowledge and the understanding of the process of environmental planning especially formulation of environmental policy, environmental plans, compiling environmental strategic reports, environmental screening, development of training material, environmental impact assessment and management, understand the public sector, how it functions and its policies, plans and programmes, economic development as well as very advanced skills and knowledge in implementing Geographic Information Systems (GIS) applications. Knowledge of and experience in agriculture, land reform and rural development is crucial.

13. UNDUE DELAY REMEDIES

13.1 Should it be found that the delay of the project in terms of the agreed time period is unreasonable, then for every 5 (five) days or other stipulated time frame there shall be a



Department of Land Reform and Rural Development | Departement van Grondhervorming en Landelike Ontwikkeling | UmNyango wokuBuyiselwa kweNarha nokuThuthukisa iiNdawo zemaKhaya | Sebe loBuyekezo lweMihlaba noPhuhliso lwamaPhandle | UMnyango Wezinguquko Kwezomhlaba Nokuthuthukiswa Kwezindawo Zasemaphandleni | Kgoro ya Peakanyoleswa ya Naga le Tlhabollo ya Dinagamagae | Lefapha la Kabobotjha ya Naha le Ntshetsopele ya dibaka tsa Mahaeng | Lefapha laTokafatso ya Lefatshe le Tlhabololo ya Magae | Litiko Letingucuko Kutemhlaba Nekutfufukiswa Kwetindzawo Tasemaphandleni | Muhasho wa Mbuyedzedzo ya Mavu na Mveledziso ya Mahayani | Ndzawulo ya Antswiso wa Misava na Nhluvukiso wa Matikoxikaya.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) ENVIRONMENTAL POLICY AND TO COMPILE THE 2025–2029 CONSOLIDATED ENVIRONMENTAL IMPLEMENTATION AND MANAGEMENT PLAN (CEIMP) AND THE 2025–2026 ANNUAL COMPLIANCE REPORT FOR A PERIOD OF TWELVE (12) MONTHS

penalty in terms of percentages which will be deducted from the payment as indicated below:

Table 2: Undue Delay Remedies

Milestone	% Payment	5 days overdue	10 days over-due	15 days over-due	30 days over-due	More than 30 days over-due
PHASE 1	30%	20%	40%	60%	75%	100%
PHASE 2	10%	10%	25%	50%	75%	100%
PHASE 3	10%	10%	25%	50%	75%	100%
PHASE 4	10%	10%	25%	50%	75%	100%
PHASE 5	10%	10%	25%	50%	75%	100%
Phase 6	10%	10%	25%	50%	75%	100%
PHASE 7	10%	10%	25%	50%	75%	100%
RETENTION	10%	n/a	n/a	n/a	n/a	n/a

13.2 The service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after the milestone due date. The service provider may apply to the Department for an extension on the delivery date for any milestone not achieved – provided that the service provider gives valid reason(s) to the sole satisfaction of the Department.



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14. EXTRA WORK

Any costs for extra work by the service provider, incurred over and above the scope of this bid, due to reasons attributable to the service provider during any phase of the project shall be borne by the service provider.

15. BID EVALUATION CRITERIA

15.1 This bid shall be evaluated in two (2) stages.

- **Stage 1**
Bids will be evaluated on functionality.
- **Stage 2**
Bids will be evaluated in accordance with 80/20 preference points system as stipulated below.

15.1.1. First Stage -Evaluation of Functionality

Functionality will be evaluated by Members of the Bid Evaluation Committee in accordance with the functionality criteria and values illustrated below. The applicable values that will be utilized when scoring each criteria ranges from **1 poor, 2 average, 3 good, 4 very good and 5 excellent, as outline in Annexure A**



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
1. TEAM LEADER	<p>Team leader should be in possession of a post graduate qualification NQF8 or higher in Environmental Management OR Environmental Sciences OR Town and Regional Planning OR Geography.</p> <p>NQF level 6 or below Poor (score 1)</p> <p>NQF Level 7 Average (score 2)</p> <p>NQF level 8 Good (score 3)</p> <p>NQF level 9 Very Good (score 4)</p> <p>NQF level 10 Excellent (score 5)</p> <p>NB: Attach certified copies of qualifications.</p>	10
	<p>Team leader should demonstrate post qualification experience as an environmentalist and have expertise in managing and coordinating multi-disciplinary projects in Strategic Environmental instrument, formulation of environmental policies, environmental implementation plans and Environmental management Plan as per NEMA Chapter 3, development of training material, conducting public participation and project management.</p> <ul style="list-style-type: none"> ○ Less than 6 post qualification experience Poor (score 1) ○ 6 to 9 years post qualification experience Average (score 2) ○ 10 years post qualification experience Good (score 3) ○ 11 to 15 years post qualification experience Very Good (score 4) ○ More than 15 years post qualification experience Excellent (score 5) <p>NB: Attach CV clearly indicating a detailed profile of previous work experience</p>	10



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<p>2. COMPOSITION OF TEAM</p>	<p>Four (4) team members must have combined post qualification experience in either of the following: environmental management, Environmental Planning, Environmental instruments, policy and legislation writing and implementation, project management and compilation of the Environmental Implementation Plan (EIP) and Environmental Management Plan (EMP) as per chapter 3 of NEMA.</p> <p>NB! Each resource must have a minimum of five (5) years post-qualification experience</p> <ul style="list-style-type: none"> ○ Less than 15 years combined post qualification experience: Poor (score 1) ○ 15-19 years combined post qualification experience: Average (score 2) ○ 20 years combined post qualification experience: Good (score 3) ○ 21-30 years combined post qualification experience: Very Good (score 4) ○ 31 and more years combined post qualification experience: Excellent (score 5) <p>NB: Attach CV clearly indicating a detailed profile of previous work experience</p>	<p>10</p>
<p>3. CAPABILITY</p> <p>(Proof of experience must be clearly and distinctly indicated)</p>	<p>The service provider must have successfully compiled and completed either an environmental implementation plan as per chapter 3 of NEMA or environmental management Plan as per chapter 3 of NEMA or Consolidated Environmental Management and Implementation Plan (CEIMP) or Strategic Environmental Assessment (SEA) or state of the environment.</p>	<p>35</p>



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	<p><i>The service provider must submit Five (5) signed reference letters on the clients' letterhead of any of the above mentioned projects.</i></p> <p>The bidder must submit Completion Certificate(s) and/or Reference Letter(s). The completion certificate(s) and/or reference letter(s) must be issued on the client's official letterhead and be duly signed. The reference letter(s) must clearly indicate the type of service provided.</p> <ul style="list-style-type: none"> ○ <i>1-2 duly signed reference letter on the clients' letterhead – Poor = 1</i> ○ <i>3-4 duly signed reference letters on the clients' letterhead – Average = 2</i> ○ <i>5 duly signed reference letters on the clients' letterhead – Good = 3</i> ○ <i>6 to 7 duly signed reference letters on the clients' letterhead - Very good= 4</i> ○ <i>8 and more duly signed reference letters on the clients' letterhead - Excellent= 5</i> <p><i>NB: The department reserves the right to contact the referenced companies to verify</i></p>	
<p>4. .METHODODOLOGY AND PROJECT MANAGEMENT</p>	<p>Outline a broad overview of approaches and methodologies that may be employed to review and update the then Department of Rural Development and Land Reform Environmental Policy, compile the DLRRD 2025-2029 CEIMP, and 2025-2026 Annual Compliance Report.</p> <p>Service provider must submit a comprehensive Project Methodology and comprehensive Project Plan with time frames.</p>	<p>35</p>



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	<ul style="list-style-type: none"> ○ The service provider’s approach, methodology and project plan are not clearly defined. Poor (score 1) ○ The Service provider’s approach, methodology and project plan are fair and demonstrate little understanding of how to execute the Project. Average (score 2) ○ The service provider’s approach, methodology and project plan are clearly defined and demonstrate a good understanding of how to execute the Project, shows understanding of NEMA Chapter 3, Inter-governmental Relations (IGR) issues, training material and development of instruments Good (score 3) ○ The service provider’s approach, methodology and project plan are very well defined and demonstrate a thorough understanding of how to execute the project, shows understanding of NEMA Chapter 3, Inter-governmental Relations (IGR) issues, training material and development of instruments, Environmental Impact assessments and departmental mandate. Very Good (score 4) ○ The service provider's approach, methodology and project plan are exceptional with a stakeholder communication plan, it shows understanding of NEMA Chapter 3 and IGR, development of instruments, Environmental Impact assessments, departmental mandate, training material and scenarios of how department can best comply environmental legislation especial chapter 3. Excellent (score 5) 	
TOTAL POINTS ON FUNCTIONALITY OUT OF 100	100	



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

15.2 Second Stage – Evaluation in terms of 80/20 Preference Points System

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

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

- b) Points awarded for specific goals:

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.

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— an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply



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and that the highest acceptable tender will be used to determine the applicable preference point system; or

Any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 2: 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 points scored for price must be added to the points scored for specific goals to obtain the bidder's total points scored out of 100.

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)
1. HDI in terms of race	10		
2. Who is female	5		
3. Who has a disability	2		
4. Specific goal: Who is youth	3		



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The points scored for price must be added to the points scored for specific goals to obtain the bidder's total points scored out of 100.

15.3 Bidders must submit proof for each point claimed as per guide below:

- a. 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, Coloured, 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
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (attach certified copy of identity document (ID))
- b. Who is female – attach certified copy of identity document (ID) and company registration document / CSD report to show / substantiate percentage ownership equity.
- c. Who has a disability – attach doctors letter confirming a disability.
- d. Who is youth - attach certified copy of identity document (ID) and company registration document / CSD report to show / substantiate percentage ownership equity.

16. TERMS AND CONDITIONS OF THE BID

16.1 Awarding of the bid will be subject to the Service Provider's express acceptance of the DLRRD Supply Chain Management's general contract conditions. The DLRRD and Service Provider will sign a Services Level Agreement upon appointment.

16.2 The Service Provider should commence with the project immediately after receiving the letter of appointment and the service level agreement signed.



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- 16.3 During the execution of the project, the service provider is required to present reports on the progress of the project. It is the responsibility of the service provider to organise the progress report for meetings and have one of their representatives assigned to taking minutes and circulating them to the Expert Reference Group (ERG), Project Steering Committee (PSC) and Project Management Teams (PMT) members.
- 16.4 Any deviation from the project plan should be put in writing and signed by the project manager.
- 16.5 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 16.6 Payments will be on work-completed basis i.e. on set milestones as per the pricing schedule.
- 16.7 The Service Provider team members named in the proposal should be retained for the duration of the project. Any replacement of team members must be of the same or higher qualification and experience with the former and should be discussed and approved by the department prior to such replacement. The Service Provider shall announce to the Department a month in advanced before the replacement of a regular official.
- 16.8 When DLRRD 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 **no** charge to DLRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DLRRD. It is called Retention Period
- 16.9 The Department of Rural Development and Land Reform reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.
- 16.10 The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.



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16.11 Service provider must be registered on the National Treasury Central Supplier Database.

17. DLRRD GIS Departmental Standard Conditions

- The required layers must be compatible with the ArcView GIS version currently utilized by the DLRRD and be submitted in ArcView Shape File format (*.shp).
- A detailed metadata report indicating methodologies and sources of information used for this project must be supplied, along with relevant recommendations.
- A Microsoft PowerPoint presentation is required summarizing the project for the utilisation of the Department.
- All reports and GIS information will be the property of the Department and are to be used or distributed only with the permission of the Department.

18. SERVICE LEVEL AGREEMENT

18.1 The Department of Land Reform and Rural Development and Service Provider will sign a Service Level Agreement upon appointment. Such a Service Level Agreement will amongst others include the following:

- 18.1.1 Period of Agreement;
- 18.1.2 Project objectives and scope;
- 18.1.3 Staffing;
- 18.1.4 Method of Communication;
- 18.1.5 Reporting;
- 18.1.6 Deliverables and terms of deliverables;
- 18.1.7 Uncompleted work;
- 18.1.8 Disputes; financial penalties and termination of contract.



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) ENVIRONMENTAL POLICY AND TO COMPILE THE 2025–2029 CONSOLIDATED ENVIRONMENTAL IMPLEMENTATION AND MANAGEMENT PLAN (CEIMP) AND THE 2025–2026 ANNUAL COMPLIANCE REPORT FOR A PERIOD OF TWELVE (12) MONTHS

- 18.1.9 Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department;
- 18.1.10 No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the Department, except where duly authorised to do so in writing by the Department;
- 18.1.11 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in the Department;
- 18.1.12 The successful Service Provider agrees to keep confidential all records and information of, or related to the project and not disclose such records or information to any third party without the prior written consent of the Department;
- 18.1.12 The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance; and
- 18.1.13 Note that the department reserves the right to award the bid to more than one service provider.

19. ENQUIRIES.

Query	Name	Contact Details
Technical	Ms Nontokoza Mahlalela	012 319 8011 Nontokoza.mahlalela@dlrrd.gov.za
Quotation related	Ms Sando Nkwana	(012) 312-8403 sandon@dlrrd.gov.za



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) ENVIRONMENTAL POLICY AS WELL AS COMPILE THE 2025-2029 CONSOLIDATED ENVIRONMENTAL IMPLEMENTATION AND MANAGEMENT PLAN (CEIMP) AND ITS 2025-2026 ANNUAL COMPLIANCE REPORT OVER A PERIOD OF TWELVE (12) MONTHS

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:RFQ NO.: CLOSING TIME: CLOSING DATE.....
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OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF QUOTATION.

1. The accompanying information must be used for the formulation of proposals.
2. Bidders must complete this SBD 3.3 form in full (Pricing Schedule).
3. Bidders are required to indicate total cost for the project.
4. Prices must be firm for the full period of the contract. Any adjustments to the quotation prices that include consumer price index, rate of exchange, etc. will not be considered, as these adjustments **must be factored in the bid prices**.

Phases	Deliverables	Cost Per Phase	Timeframe	RATE PER HOUR/CONSULTATION
Phase 1: Detailed Inception, project plan with clear time frames and a communication Plan	<ul style="list-style-type: none"> • Detailed Inception Report with: <ul style="list-style-type: none"> ○ Project Scheduling. ○ Literature Review ○ Stakeholder Management and communication Plan 	10%	1 month	R.....

PART 1: ENVIRONMENTAL POLICY

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND UPDATE THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) ENVIRONMENTAL POLICY AS WELL AS COMPILE THE 2025-2029 CONSOLIDATED ENVIRONMENTAL IMPLEMENTATION AND MANAGEMENT PLAN (CEIMP) AND ITS 2025-2026 ANNUAL COMPLIANCE REPORT OVER A PERIOD OF TWELVE (12) MONTHS

<p>Phase 2: Revised and updated Environmental Policy of the Department with the screening tool</p>	<p>Approved Environmental Policy of the Department with the screening tool</p>	<p>15%</p>	<p>3 months</p>	<p>R.....</p>
<p>Phase 3: Framework for monitoring and evaluation of implementation of the Environmental Policy of the Department</p>	<p>Approved Framework for monitoring and evaluation of implementation of the Environmental Policy of the Department</p>	<p>10%</p>	<p>1 month</p>	<p>R.....</p>
<p>Phase 4: Training Material on Environmental Policy of the Department</p>	<ul style="list-style-type: none"> Approved training material on Environmental Policy of the Department 	<p>10%</p>	<p>1 month</p>	<p>R.....</p>
<p>PART 2: CONSOLIDATED ENVIRONMENTAL IMPLEMENTATION AND MANAGEMENT PLAN (CEIMP) 2025-2029</p>				
<p>Phase 5 DLRRD 2025-2029 CEIMP</p>	<ul style="list-style-type: none"> Approved DLRRD 2025-2029 CEIMP 	<p>15%</p>	<p>3 months</p>	<p>R.....</p>
<p>Phase 6 2025-2026 CEIMP Annual Compliance Report</p>	<ul style="list-style-type: none"> 2025-2026 Annual Compliance Report for the DLRRD 2025-2029 CEIMP 	<p>10%</p>	<p>1 month</p>	<p>R.....</p>

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<p>Phase 7 Training Material for the implementation of the CEIMP</p>	<ul style="list-style-type: none"> Approved Training Material for the implementation of the CEIMP 	<p>10%</p>	<p>1 month</p>	<p>R.....</p>
<p>Phase 8 Hand Over and closeout ion</p>	<ul style="list-style-type: none"> Project file, including Project reports and data 	<p>10%</p>	<p>1 weeks</p>	<p>R.....</p>
<p>Retention</p>	<p>Product quality checked</p>	<p>10%</p>	<p>3 weeks</p>	<p>R.....</p>
<p>TOTAL COST (EXCLUDING VAT)</p>				<p>R.....</p>
<p>VAT 15%</p>				<p>R.....</p>
<p>TOTAL COST (INCLUDING VAT)</p>				<p>R.....</p>

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Any enquiries regarding bidding procedures may be directed to the –

Query	Name	Contact Details
Technical	Ms Nontokozo Mahlalela	012 319 8011 Nontokozo.mahlalela@dlrrd.gov.za
Quotation related	Ms Sando Nkwana / Jabu Mahlangu	(012) 312-8403/8397 sandon.Nkwana@dlrrd.gov.za / Jabu.Mahlangu@dlrrd.gov.za