

5/2/2/1- DALRRD 0008 (2023/2024)

THE APPOINT A PANEL OF SERVICE PROVIDERS TO CONDUCT FULLY-FLEDGED FORENSIC INVESTIGATIONS INTO COMPLEX MATTERS OR PORTIONS OF COMPLEX MATTERS FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (2) YEARS FROM DATE OF APPOINTMENT, AS AND WHEN THE NEED ARISES

**CLOSING DATE: 11 AUGUST 2023 @ 11:00**

***NB: COMPULSORY BRIEFING SESSION AS FOLLOWS:***

***DATE: 28 JULY 2023***

***TIME: 10:00***

***VENUE: DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT, 600 LILIAN NGOYI STREET PRETORIA***

***AUDITORIUM BLOCK A, GROUND FLOOR ROOM NUMBER: AG 19***

TECHNICAL ENQUIRIES : Ms Koobashnee Govender  
TEL : 012 312 9817 / 071 332 1964  
EMAIL : [Koobashnee.Govender@dalrrd.gov.za](mailto:Koobashnee.Govender@dalrrd.gov.za)

BID RELATED ENQUIRIES : Mr Freddy Maseli; Mr A Olyn/Mr B Lewele

EMAIL: [Mbulahenima@dalrrd.gov.za](mailto:Mbulahenima@dalrrd.gov.za) ; [abie.olyndalrrd.gov.za](mailto:abie.olyndalrrd.gov.za)

**TECHNICAL PROPOSAL**

***NB: BID CLOSING ADDRESS:  
AGRICULTURE PLACE BUILDING, 20 STEVE BIKO STREET, ARCADIA  
PRETORIA***

## LA 1.1



### agriculture, land reform & rural development

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

**Chief Directorate:** Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Abie Olyn: **Tel:** (012) 312 9518

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

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**BID NUMBER:** 5/2/2/1- DALRRD 0008(2023/2024)

**CLOSING TIME:** 11H00

**CLOSING DATE:** 11 AUGUST 2023

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

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), SBD1, SBD 3.3, SBD4, SBD6.1, Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

**SIGNED**  
**BIDS MANAGEMENT**  
**DATE: 18 JULY 2023**

**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](http://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**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)</b>					
BID NUMBER:	5/2/21- DALRRD 0008(2023/2024)	CLOSING DATE:	11 AUGUST 2023	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINT A PANEL OF SERVICE PROVIDERS TO CONDUCT FULLY-FLEDGED FORENSIC INVESTIGATIONS INTO COMPLEX MATTERS OR PORTIONS OF COMPLEX MATTERS FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (2) YEARS FROM DATE OF APPOINTMENT, AS AND WHEN THE NEED ARISES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
AGRICULTURE PLACE					
20 STEVE BIKO ROAD, ACARDIA					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Freddy Maseli/Mr. Abie Olyn		CONTACT PERSON	Ms. Kubashnee Governder/ Ms Ria Colling	
TELEPHONE NUMBER			TELEPHONE NUMBER	012 312 9817 /0713321964 / 078 482 6502	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Mbulahenima@dalrrd.gov.za, Abie.Olyn@dalrrd.gov.za		E-MAIL ADDRESS	Kubashnee.Governder@dalrrd.gov.za / Ria.Colling@dalrrd.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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

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

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

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

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

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

.....  
Signature Date

.....  
Position Name of bidder



## **agriculture, land reform & rural development**

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

Chief Directorate Internal Audit  
Private Bag X833, PRETORIA, 0001. Tel (012) 312 8362. Fax: (012) 320 6047

# **TERMS OF REFERENCE FOR THE APPOINT A PANEL OF SERVICE PROVIDERS TO CONDUCT FULLY-FLEDGED FORENSIC INVESTIGATIONS INTO COMPLEX MATTERS OR PORTIONS OF COMPLEX MATTERS FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (2) YEARS FROM DATE OF APPOINTMENT, AS AND WHEN THE NEED ARISES**

## **1. INTRODUCTION**

The Department of Agriculture, Land Reform and Rural Development (DALRRD) would like to invite service providers to submit bids for inclusion in a panel of service providers, to assist the Forensic Investigations Directorate at the Chief Directorate Internal Audit with conducting fully-fledged forensic investigations into complex matters or portions of complex matters for a period of two (2) years from date of appointment, as and when the need arises.

## **2. OBJECTIVE**

The objective is to appoint a panel of service providers to assist DALRRD's Forensic Investigations Directorate (FID) with conducting fully-fledged forensic investigations into complex matters or portions of complex matters for a period of two (2) years from date of appointment. The services of the panel will be required by DALRRD as and when the need arises.

## **3. BACKGROUND**

- 3.1 Certain complex/specialised investigations require specialised skills, investigative checks, expeditious finalisation and immediate, comprehensive/fully-fledged investigations. FID does not have the capacity or the facilities to conduct **all** fully-fledged forensic investigations into complex matters or portion(s) of complex matters.

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3.2 The complex forensic investigation will result in confidential information regarding the DALRRD being disclosed, which cannot be published in a general bid (Terms of Reference). A panel of vetted service providers is therefore required.

**4. DESCRIPTION AND SCOPE**

4.1 DALRRD wants to establish a panel of service providers that is vetted, to assist FID with complex forensic investigations or portions of complex matters for a period of two (2) years for all DALRRD's branches as listed below, but not limited to:

- The Ministry;
- Office of the Director-General;
- Restitution;
- Land Redistribution and Tenure Reform;
- Spatial Planning and Land Use Management;
- Deeds Registration;
- National Geomatics Management Services;
- Corporate Support Services;
- Provincial Operations;
- Financial Management Services;
- Economic Development, Trade and Marketing;
- Rural Development;
- Food Security and Agrarian Reform; and
- Agricultural Production Health and Food Safety and Disaster Management.

4.2 As the DALRRD is a National Department, it is expected that investigations can be performed in any part of South Africa as well as any other country and/or institution involved.

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- 4.3 The service providers must liaise with other Government Departments (including Provincial Government) and agencies (including agencies involved with combating, eradicating and preventing fraud and corruption) where necessary, with DALRRD's consent. NB. DALRRD is not a Provincial Government authority.
- 4.4 A detailed description of the service provider's relevant previous experience in complex forensic investigations and a detailed description of the service provider's access to all public resources such as CIPC, Credit Bureaus, ID verification services etc. **must be included.**

**5. DELIVERABLES**

There are no requirements for deliverables for this Terms of Reference. Deliverables per project will be outlined once a project is outsourced.

**6. PROPOSAL REQUIREMENTS**

- 6.1 Proposal Requirements **must** include:  
A single technical proposal by the service provider to be registered for the complex forensic investigations panel and **no** financial proposal. **A DETAILED METHODOLOGY to conduct a complex forensic investigation MUST be included.**
- 6.2 Separate *curriculum vitae* in respect of each team member (including the team members on standby) to be used on the project under the following headings:
- Personal and contact details. Do not include school attended and matric obtained;
  - Tertiary and other qualifications (provide full particulars, including date obtained and relevant institution). Do not include matric results or activities conducted during schooling eg. sport played, members of a debating team etc;



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- Copies of such qualifications **must be certified** by an appointed/designated Commissioner of Oaths, as per the Justice of the Peace and Commissioner of Oaths Act 16 of 1963, as amended, outside of the company.
- DALRRD reserves the right to confirm qualifications and professional memberships submitted, from the relevant authorities;
- Type and number of years of previous experience, with particular reference to that which is appropriate or relevant to the forensic investigation as per this Terms of Reference **must be included**;
- **Do not include** in-house training certificates eg. computer skills training received;
- All qualifications **must** be packaged with the CV of a team member e.g. CV of Mr L Richie must be followed by all qualifications and documents of Mr L Richie and not be separated;
- **Do not include** financial statements of the business, proof of ownership of business premises or lease agreements;
- As a minimum, the following **must be included**:
  - 1 x Team Leader (Project Manager - Senior Manager)
  - 1 x Chartered Accountant;
  - 1 x Attorney / Advocate;
  - Minimum 3 x Senior Forensic Accountants;
  - Minimum 3 x Senior Forensic Investigators; and
  - Minimum 3 x Forensic Investigators.

NB. Any additional specialised skills will be identified on a case-by-case basis

- Team members **must not** play dual roles. The Forensic Investigators cannot be the same as the Attorney / Advocate and/or the Chartered Accountant/s;
- The Team Leader **must be** a senior member of the appointed Service Provider. A letter specifying who the team leader will be must be included; and
- Roles of resources/team members proposed for the use of this panel **must be specified** e.g. Mr L Simelane is the Senior Manager, Mr B Mars is the Assistant Manager, Ms J Dlamini is the Forensic Investigator.

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*NB: The resource proposed for use on the panel must be identified at the outset and remain in use unless prior written permission is granted by DALRRD's Project Management Team to change the staffing proposal. Such permission will only be granted in exceptional cases.*

- 6.3 The following **must be included** for the service provider's experience:
- A detailed description of the service provider's relevant previous experience in complex forensic investigations; and
  - A detailed description of the service provider's access to all public resources such as CIPC, Credit Bureaus, ID verification services, etc.
- 6.4 Bidders are encouraged to take cognisance of the Evaluation Guide that accompanies this Terms of Reference.

## **7. MANDATORY**

Compulsory briefing session.

## **8. TIME FRAME AND IMPLEMENTATION**

- 8.1 The panel will commence after the appointment letters have been issued and contract signed and will run for a period of two (2) years from date of appointment, subject to early termination depending on the performance or any other breach of the service provider.
- 8.2 For individual projects to be advertised, to ensure fairness and transparency and to avoid average service delivery, DALRRD reserves the right not to award a bid to a service provider where the service provider is contracted to provide forensic investigation services for three (3) separate projects. This means that the service provider will not be considered for a fourth project until at least one (1) of the projects

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have been finalised as per the Service Level Agreement. A Service Provider may, therefore, not work on more than 3 (three) projects concurrently at any given time.

8.3 For individual projects to be outsourced, if a service provider is bidding for more than one (1) project (to a maximum of 3), the service provider **MUST** demonstrate capacity by providing different resources and indicate how they will execute the projects concurrently, if successful. Unless the resource is a Team Leader (Project Manager), Advocate/Attorney and/or Chartered Accountant, the same resources **CANNOT** be used for more than one (1) project.

**9. BID EVALUATION PROCESS**

9.1 This bid shall be evaluated on functionality only.

9.2 Evaluation of Functionality

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

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

<b>CRITERIA</b>	<b>GUIDELINES FOR CRITERIA APPLICATION</b>	<b>WEIGHTS</b>	
<b>CAPABILITY</b> <ul style="list-style-type: none"><li>• Staff Competency</li></ul>	Team members' expertise and experience in forensic investigations (attach CVs and copies of relevant Tertiary Qualifications). Minimum requirements for the Team:		80



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	<p>qualifications and other professional memberships must be attached.</p> <ul style="list-style-type: none"><li>- <b>1 x Attorney/Advocate must be specified.</b> The Attorney/Advocate must have a relevant legal qualification. A certified copy of this qualification must be attached.</li></ul> <p>Certified copies of the relevant legal qualification for admission and enrolment with the Legal Practice Council (LPC) must be attached. Attorney/Advocate must have a minimum of 8 years of relevant experience. A detailed CV of the Attorney/Advocate, clearly indicating years of experience in all positions, must be attached. Certified copies of all relevant tertiary qualifications and other professional memberships must be attached.</p> <ul style="list-style-type: none"><li>- <b>Minimum 3 x Senior Forensic Accountants must be specified.</b> Each Senior Forensic Accountant must have a minimum NQF level 7 qualification (Bachelors degree or equivalent in accounting). Certified copies of each Senior Forensic Accountant's qualifications must be attached. Each Senior Forensic Accountant must have a minimum of 6 years relevant experience</li></ul>	15	
		10	

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	<p>in forensic accounting/investigations. Certified copies of each Senior Forensic Accountant's professional membership to SAIPA or other relevant governing institution must be attached. A detailed CV of each Senior Forensic Accountant clearly indicating years of experience in all positions, must be attached. Certified copies of relevant tertiary qualifications and other professional memberships of each Senior Forensic Accountant must be attached.</p> <p>- <b>Minimum 3 x Senior Forensic Investigators must be specified.</b> Each Senior Forensic Accountant must have a minimum NQF level 7 qualification (Bachelors degree or equivalent in forensic investigations). Certified copies of each Senior Forensic Investigator's qualifications must be attached. Each Senior Forensic Investigator must have a minimum of 6 years relevant experience in forensic investigations. Certified copies of each Senior Forensic Investigator's professional membership to ACFE/ICFP or other relevant governing institution must be attached. A detailed CV of each Senior Forensic Investigator clearly indicating years of experience in all positions, must be</p>	10	
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	<p>attached. Certified copies of relevant tertiary qualifications and other professional memberships of each Senior Forensic Investigator must be attached.</p> <p>- <b>Minimum 3 x Forensic Investigators must be specified.</b> Each Forensic Investigator must have a minimum NQF level 6 qualification (National Diploma/Bachelors degree or equivalent in forensics). Certified copies of these qualifications must be attached. Each Forensic Investigator must have a minimum of 4 years of experience in conducting forensic investigations. Certified copies of each Forensic Investigators professional membership to ACFE/ICFP or other relevant governing institution must be attached. A detailed CV of each Forensic Investigator clearly indicating years of experience in all positions, must be attached. Certified copies of all relevant tertiary qualifications and other professional memberships must be attached.</p>	10	
<ul style="list-style-type: none"> <li>• Track record</li> </ul>	<p>Must have a minimum of 10 years of relevant company experience in forensic investigations. A list of forensic investigations conducted within the last 10 years (minimum 1 per year) must be</p>	10	10

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	attached. A Portfolio of Evidence with a minimum of 5 relevant completion certificates/letters of previous successful forensic investigation work performed by the company, not older than 5 years and on the bidder's clients' official letterheads with contact details and duly signed, must be attached.		
<b>METHODOLOGY</b>	Proposed Methodology: <b>To provide a detailed methodology for complex forensic investigations.</b>	10	10
<b>TOTAL POINTS ON FUNCTIONALITY OUT OF 100</b>		<b>100</b>	

*NB: The Bids that fail to achieve a minimum of 70 points out of 100 points for functionality will be disqualified.*

9.2.3 Should the need arise, DALRRD may re-evaluate the accredited service provider on the panel on the functionality for a specific project.

9.3 Bidders are encouraged to take cognisance of the Evaluation Guide that accompanies this Terms of Reference.

**10 TERMS AND CONDITIONS OF BID**

10.1 Awarding and accreditation of the bid will be subject to the service provider's express acceptance of DALRRD's Supply Chain Management's general contract conditions.

10.2 DALRRD reserves its rights not to award a bid.

10.3 Bidders will be required to respond with a proposal **within a maximum period of 21 days** from receipt of this Terms of Reference, except if otherwise agreed to.



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- 10.4 Service providers should apply the Auditor-General tariffs for all staff on all projects.
- 10.5 DALRRD will not incur traveling and accommodation costs for the appointed service provider per project.
- 10.6 The service providers are required to use the staff indicated in the proposal to this Terms of Reference on all complex forensic investigation performed. Only upon prior written approval by the Project Management Team per project, can the service provider replace/substitute/add the staff indicated on the initial proposal with staff of similar qualifications and experience.
- 10.7 On appointment of a service provider to the panel, the service provider and its resources must be prepared to undergo security clearance and background checks as determined by DALRRD. If there is a negative listing of the service provider, DALRRD reserves its rights not to appoint the service provider. If there is a negative listing of one of the resources, DALRRD reserves its rights to request a replacement of such resource with equal or higher qualification and experience with a clear record.
- 10.8 On appointment of a service provider to perform a complex forensic investigation, the service provider is required to submit clearance certificates from a recognised bureau for all resources to be used on the bid. If there is a negative listing of one of the resources and the service provider cannot replace the resource, DALRRD reserves its rights to not to appoint the service provider.
- 10.9 The service providers should be available to commence with the individual projects immediately upon receipt of a purchase order.
- 10.10 DALRRD will submit a Service Level Agreement to the service provider per project to be outsourced immediately upon receipt of a purchase order.

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- 10.11 The service provider will be expected to respond within the timeframes as per the specific project as per the Service Level Agreement, after being awarded a specific bid.
- 10.12 During the performance of the complex forensic investigation, the appointed service provider shall be given instructions by and shall report to the Project Management Team.
- 10.13 If the services of a digital forensic specialist are required, the service provider will be required to provide a Terms of Reference to the Project Management Team who will appoint the specialists from the panel for Digital Forensic Investigations.
- 10.14 Where DALRRD requires the service provider to assist DALRRD with Disciplinary, Civil and/or Criminal proceedings, the service provider must provide three (3) days ie. 24 hours of free consulting services to DALRRD after which a fee rate may be negotiated with the relevant office (eg. Legal Services for civil recoveries / Employee Relations for disciplinary action).
- 10.15 Service providers should be available to provide expert witnessing at internal Disciplinary Hearings, Civil and/or Criminal proceedings as required on any of the listed services. The offices requesting the services will be responsible for payment of such services as described in 10.16 above.
- 10.16 No material or information derived from the provision of the services may be used for any purpose other than those of DALRRD except where authorised by DALRRD in writing to do so.
- 10.17 Copyright in respect of all documents and electronic data, prepared or developed for the purpose of this bid or specific projects to be outsourced, shall vest in DALRRD. All working papers, recordings of interviews, affidavits, statements and evidentiary material obtained during the forensic investigation and relating to the forensic

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### **TERMS OF REFERENCE FOR THE APPOINT A PANEL OF SERVICE PROVIDERS TO CONDUCT FULLY-FLEDGED FORENSIC INVESTIGATIONS INTO COMPLEX MATTERS OR PORTIONS OF COMPLEX MATTERS FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (2) YEARS FROM DATE OF APPOINTMENT, AS AND WHEN THE NEED ARISES**

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investigation must be submitted to DALRRD upon finalisation of the forensic investigation.

10.18 The service provider agrees to keep confidential all records and information obtained in any manner whatsoever and not disclose such records or information to any third party without DALRRD's prior written consent. The service provider will be expected to sign a non-disclosure agreement with DALRRD when awarded the bid.

10.19 The service provider and its resources involved with the complex forensic investigations or having access to information relating to the complex forensic investigations must sign:

- A Non-Disclosure Agreement;
- A Declaration of Secrecy; and
- A Declaration of Conflict of Interest.

10.20 The service provider of the panellists will be employed as and when required.

10.21 Being on the panel does not guarantee work for DALRRD.

## **11 CONTACT PERSONS**

11.1 All enquiries regarding the bid may be directed as follows:

For technical enquiries:

Ms Ria Colling

Project Manager: Outsourced Forensic Investigations

Conduct numbers: 0123129051/0784826502

Email: [Ria.Colling@Dalrrd.gov.za](mailto:Ria.Colling@Dalrrd.gov.za)

OR

**ANNEXURE A: EVALUATION GUIDE – TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO CONDUCT FULLY-FLEDGED FORENSIC INVESTIGATIONS INTO COMPLEX MATTERS OR PORTIONS OF COMPLEX MATTERS FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (2) YEARS FROM DATE OF APPOINTMENT, AS AND WHEN THE NEED ARISES**

**1. COMPETENCY & CAPABILITY**

**1.1 1 X TEAM LEADER – MUST BE SPECIFIED**

**REQUIREMENTS:**

- 1) 1 X Team Leader must be a senior member of the Service Provider. A letter specifying who the Team Leader is, must be attached.
- 2) The Team Leader must have as a minimum, an NQF level 7 qualification. A certified copy of this qualification must be attached.
- 3) The Team Leader must have a minimum of 10 years of experience in managing/supervising forensic investigations.
- 4) A detailed CV of the Team Leader clearly indicating years of experience in all positions, must be attached.
- 5) Certified copies of relevant tertiary qualifications and other professional memberships must be attached.

<b>Poor</b> (score 1)	<b><u>Not</u> meeting any mandatory requirements</b> No requirements are met
<b>Average</b> (score 2)	<b>Mandatory requirements are inadequately met.</b> At least one to five requirements are met
<b>Very Good</b> (score 4)	<b>Exceed mandatory requirement.</b> All requirements are met
<b>Excellent</b> (score 5)	<b>Exceed mandatory requirement significantly.</b> All requirements are met and the Team Leader must have an NQF level 8 or higher qualification and must have 15 years or more relevant experience

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**1.2 1 X CHARTERED ACCOUNTANT – MUST BE SPECIFIED**

**REQUIREMENTS**

- 1) 1 x Chartered Accountant must be specified.
- 2) A certified copy of the CA(SA) qualification must be attached.
- 3) A certified copy of the CA(SA)'s valid membership to SAICA must be attached.
- 4) The CA(SA) must have a minimum of 8 years of experience as a practicing Chartered Accountant.
- 5) A detailed CV of the CA(SA) clearly indicating years of experience in all positions, must be attached.
- 6) Certified copies of all relevant tertiary qualifications and other professional memberships must be attached.

<b>Poor</b> (score 1)	<b><u>Not</u> meeting any mandatory requirements</b> No requirements are met
<b>Average</b> (score 2)	<b>Mandatory requirements are inadequately met.</b> At least one to six requirements are met
<b>Very Good</b> (score 4)	<b>Exceed mandatory requirement.</b> All requirements are met
<b>Excellent</b> (score 5)	<b>Exceed mandatory requirement significantly.</b> All requirements are met, and the Chartered Accountant has a minimum of 10 years of relevant experience in forensic accounting/investigations

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**1.3 ADVOCATE/ATTORNEY – MUST BE SPECIFIED**

**REQUIREMENTS**

- 1) The Attorney/Advocate must be specified.
- 2) The Attorney/Advocate must have a relevant legal qualification. A certified copy of this qualification must be attached.
- 3) Certified copies of the relevant legal qualification for admission and enrolment with the Legal Practice Council (LPC) must be attached.
- 4) Attorney/Advocate must have a minimum of 8 years of relevant experience.
- 5) A detailed CV of the Attorney/Advocate, clearly indicating years of experience in all positions, must be attached.
- 6) Certified copies of all relevant tertiary qualifications and other professional memberships must be attached.

<b>Poor</b> (score 1)	<b><u>Not</u> meeting any A</b> No requirements are met
<b>Average</b> (score 2)	<b>Mandatory requirements are inadequately met.</b> At least one to six requirements are met
<b>Very Good</b> (score 4)	<b>Mandatory requirements are met.</b> All requirements are met
<b>Excellent</b> (score 5)	<b>Exceed mandatory requirement significantly.</b> All requirements are met, and Advocate/Attorney has a minimum of 10 years of relevant experience and experience in forensic investigations

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**1.4 MINIMUM 3 SENIOR FORENSIC ACCOUNTANTS – MUST BE SPECIFIED**

**REQUIREMENTS**

- 1) Minimum 3 x Senior Forensic Accountants must be specified.
- 2) Each Senior Forensic Accountant must have a minimum NQF level 7 qualification (Bachelors degree or equivalent in accounting). Certified copies of each Senior Forensic Accountant’s qualifications must be attached.
- 3) Each Senior Forensic Accountant must have a minimum of 6 years relevant experience in forensic accounting/investigations.
- 4) Certified copies of each Senior Forensic Accountant’s professional membership to SAIPA or other relevant governing institution must be attached.
- 5) A detailed CV of each Senior Forensic Accountant clearly indicating years of experience in all positions, must be attached.
- 6) Certified copies of relevant tertiary qualifications and other professional memberships of each Senior Forensic Accountant must be attached.

<b>Poor</b> (score 1)	<b><u>Not</u> meeting any mandatory requirements</b> No requirements are met
<b>Average</b> (score 2)	<b>Mandatory requirements are inadequately met.</b> At least one to six requirements are met
<b>Very Good</b> (score 4)	<b>Mandatory requirements are met.</b> All requirements are met
<b>Excellent</b> (score 5)	<b>Exceed mandatory requirement significantly.</b> All requirements are met and each Senior Forensic Accountant must have a minimum of 8 years or more relevant experience and is a CFE/FP(SA)

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**1.5 MINIMUM 3 SENIOR FORENSIC INVESTIGATORS - MUST BE SPECIFIED**

**REQUIREMENTS**

- 1) Minimum 3 x Senior Forensic Investigators must be specified.
- 2) Each Senior Forensic Accountant must have a minimum NQF level 7 qualification (Bachelors degree or equivalent in forensic investigations). Certified copies of each Senior Forensic Investigator’s qualifications must be attached.
- 3) Each Senior Forensic Investigator must have a minimum of 6 years relevant experience in forensic investigations.
- 4) Certified copies of each Senior Forensic Investigator’s professional membership to ACFE/ICFP or other relevant governing institution must be attached.
- 5) A detailed CV of each Senior Forensic Investigator clearly indicating years of experience in all positions, must be attached.
- 6) Certified copies of relevant tertiary qualifications and other professional memberships of each Senior Forensic Investigator must be attached.

<b>Poor</b> (score 1)	<b><u>Not</u> meeting any mandatory requirements</b> No requirements are met
<b>Average</b> (score 2)	<b>Mandatory requirements are inadequately met.</b> At least one to six requirements are met
<b>Very Good</b> (score 4)	<b>Mandatory requirements are met.</b> All requirements are met
<b>Excellent</b> (score 5)	<b>Exceed mandatory requirement significantly.</b> All requirements are met, and each Senior Forensic Investigator must have a minimum of 10 years or more relevant experience



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**1.6 MINIMUM 3 FORENSIC INVESTIGATORS - MUST BE SPECIFIED**

**REQUIREMENTS:**

- 1) Minimum 3 x Forensic Investigators must be specified.
- 2) Each Forensic Investigator must have a minimum NQF level 6 qualification (National Diploma/Bachelors degree or equivalent in forensics). Certified copies of these qualifications must be attached.
- 3) Each Forensic Investigator must have a minimum of 4 years of experience in conducting forensic investigations.
- 4) Certified copies of each Forensic Investigators professional membership to ACFE/ICFP or other relevant governing institution must be attached.
- 5) A detailed CV of each Forensic Investigator clearly indicating years of experience in all positions, must be attached.
- 6) Certified copies of all relevant tertiary qualifications and other professional memberships must be attached.

<b>Poor</b> (score 1)	<b><u>Not</u> meeting any mandatory requirements</b> No requirements are met
<b>Average</b> (score 2)	<b>Mandatory requirements are inadequately met.</b> At least one to six requirements are met
<b>Very Good</b> (score 4)	<b>Mandatory requirements are met.</b> All requirements are met
<b>Excellent</b> (score 5)	<b>Exceed mandatory requirement significantly.</b> All requirements are met and each forensic investigator must have an NQF level 7 qualification or higher and each forensic investigator must have 6 years or more relevant experience in forensic investigations

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**2. COMPANY EXPERIENCE/TRACK RECORD**

**REQUIREMENTS**

- 1) Must have a minimum of 10 years of relevant company experience in forensic investigations.
- 2) A list of forensic investigations conducted within the last 10 years (minimum 1 per year) must be attached.
- 3) A Portfolio of Evidence with a minimum of 5 relevant completion certificates/letters of previous successful forensic investigation work performed by the company, not older than 5 years and on the bidder’s clients’ official letterheads with contact details and duly signed, must be attached.

<b>Poor</b> (score 1)	<b><u>Not</u> meeting any mandatory requirements</b> No requirements are met
<b>Average</b> (score 2)	<b>Mandatory requirements are inadequately met.</b> At least one to two requirements are met
<b>Very Good</b> (score 4)	<b>Mandatory requirements are met.</b> All requirements are met
<b>Excellent</b> (score 5)	<b>Exceed mandatory requirement significantly.</b> All requirements are met, and the bidder has a minimum of 15 years or more relevant experience and a minimum of 10 certificates/letters must be included

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**3. METHODOLOGY**

**REQUIREMENT**

- 1) To provide a detailed methodology for complex forensic investigations

<p><b>Poor (score 1)</b></p>	<p><b><u>Not</u> meeting any mandatory requirements</b> Requirement 1 is not met</p>
<p><b>Average (score 2)</b></p>	<p><b>Mandatory requirements are inadequately met.</b> Requirement 1 is met</p>
<p><b>Very Good (score 4)</b></p>	<p><b>Exceed mandatory requirements.</b> Requirement 1 is met and includes all basic phases/steps of the investigation process and details the reporting phase</p>
<p><b>Excellent (score 5)</b></p>	<p><b>Exceed mandatory requirements significantly.</b> Requirement 1 is met and includes all basic phases/steps of the investigation process and details the reporting phase and demonstrates the use of forensic investigating tools during fieldwork and includes life-style audits and the use of specialists and includes liaison with SAPS/law enforcement agencies</p>