



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

Directorate: Finance and Supply Chain Management, P. O Box 1716, Quigney, EAST LONDON, 5201. Block H, Ocean Terrace, Quigney, EAST LONDON. Tel (043) 7430078; Fax (043) 743 0532

Enquiries: Victor Gazi

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

**BID NUMBER: DALRRD EC :007 (2024/2025)**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF EXPERTS TO PROVIDE GENERAL ADVICE AND MEDIATION SERVICES TO LABOUR TENANTS, FARM DWELLERS, COMMUNAL PROPERTY INSTITUTIONS, RESTITUTION CLAIMANTS AND OTHER LAND REFORM BENEFICIARIES IN THE EASTERN CAPE PROVINCE FOR THE PERIOD OF THREE YEARS.**

**CLOSING DATE: 22 APRIL 2025**

**CLOSING TIME: 11H00**

**BIDS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE ACCEPTED FOR CONSIDERATION**

1. Attached please find the LA1.1;LA1.6; Terms of Reference; General Conditions and Contract 2010 (GCC); SBD1; SBD4 and furnish us with a bid proposal.
2. The attached forms must be completed in detail and returned with your proposal. Bid proposals must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid Number, Bid Description and closing date and time.
3. **An envelope can be placed in the bid box at the foyer of the Block H, Ocean Terrace, 15 Coutts Street, Quigney, East London to Department of agriculture, land reform & rural development**

Yours faithfully

Deputy Director: Supply Chain Management

Date: 31 March 2025

## LA 1.6

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

"Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.4

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

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

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

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

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

In cases where the tenderer has failed to submit any of the documents above (**proof of authorisation to sign the tender**) with the tender, the Department reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 7 (seven) calendar days from date of notification

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

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

# MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on 20 May 2000,

**MR A.F JONES**

has been duly authorised to sign all documents in connection with  
Contract no CRDP 0006, and any contract which may arise there from,  
on behalf of *Mabel House (Pty) Ltd*.

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS:

Managing Director

DATE:

20 May 2000

SIGNATURE OF SIGNATORY:

(Signature of A.F Jones)

As witnesses:

1. ....
2. ....

Signature of person authorised to sign the tender: .....

Date: .....

In cases where the tenderer has failed to submit any of the documents above with the tender, the Department reserves the right to , at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 7( seven) calendar days from the date of notification.



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

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

Directorate: Tenure Reform Implementation:  
Block F, Ocean Terrace, Quigney, East London, 5200  
Tel: 043 700 7000

Eastern Cape PSSC  
PO Box 1958, East London, 5200  
Fax: 043 722 5960

### **TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF EXPERTS TO PROVIDE GENERAL ADVICE AND MEDIATION SERVICES TO LABOUR TENANTS, FARM DWELLERS, COMMUNAL PROPERTY INSTITUTIONS, RESTITUTION CLAIMANTS AND OTHER LAND REFORM BENEFICIARIES IN THE EASTERN CAPE PROVINCE FOR THE PERIOD OF THREE YEARS**

#### **1. PURPOSE OF PROJECT**

To establish a panel of suitably qualified and experienced service providers to be appointed to provide mediation services and general advice to land reform beneficiaries under the Land Reform (Labour Tenants) Act, Act 3 of 1996 (LTA); the Extension of Security of Tenure Act, Act 62 of 1997 as amended, (ESTA) the Restitution of Land Rights Act, Act 22 of 1994 as amended (RLRA); the Communal Property Act, Act 28 of 1996 as amended (CPA) and other beneficiaries under any or policy administered and implemented by the Department.

#### **2. BACKGROUND AND PROBLEM STATEMENT**

- 2.1 Section 25(5) of the Constitution of Republic of South Africa, 1996 (the Constitution) places a positive obligation on the state to take reasonable legislative and other measures, within its available resources to foster conditions which enables citizens to gain access to land on an equitable basis.
- 2.2 Section 25 (6) of the Constitution provides that a person or community whose tenure of land is legally insecure as a result of past racially discriminatory laws or

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practices is entitled, to the extent provided by an Act of Parliament, either to tenure which is legally secure or to comparable redress

- 2.3 Section 25 (7) of the Constitution provides that a person or community repossessed of property after 19 June 1913 as a result of past racially discriminatory laws or practice is entitled to the extent provided by an Act of Parliament either to restitution of that property or to equitably redress.
- 2.4 Section 26 (3) of the constitution states that no one may be evicted from their home, or have their home demolished without any order of the court made after considering all the relevant circumstances. No legislation may permit arbitrary evictions.
- 2.5 To give effect to the above Constitutional provisions, Parliament enacted legislations, including the following: the Land Reform (Labour Tenants) Act 3 of 1996; the Extension of Security of Tenure Act 62 of 1997 as amended (ESTA); Communal Property Association Act 28 of 1996 as amended; Restitution of Land Rights Act, Act 22 of 1994 as amended. These legislations seeks to ensure the fulfilment of constitutional promise to legally secure tenure.
- 2.6 Section 21 of the Extension of Security of Tenure Act 62 of 1997 (ESTA) requires Director General of the Department of Agriculture, Land Reform and Rural Development (DALRRD) to provide mediation services to any party who requests or upon his or her accord to mediate any dispute arising in terms of this Act.
- 2.7 Section 36 of the Land Reform (Labour Tenants) Act 3 of 1996 Act (LTA) authorises the Director General to appoint mediators. The identity of the mediator is determined by the Director General; but the Act provides that the parties may at any time during the course of mediation or negotiation, by agreement, appoint another person to mediate the dispute.

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- 2.8 Section 10(2) of the Communal Property Association Act as amended (CPA) authorises the Registrar to appoint a conciliator (mediator) to assist in resolving a dispute between a CPA and its members or between members or committee members.
- 2.9 Further, the department has sought to provide assistance to legal entities holding land on behalf of land reform beneficiaries in terms of section 10 of the CPA Act.
- 2.10 Section 13 of the Restitution Act provides for mediation at any stage during the course of the Commissions investigation should it become evident that mediation process should be followed the Chief Land Claims Commissioner can appoint a mediator.
- 2.11 Notwithstanding the above legislative and other forms of government interventions, the land tenure of the majority of South Africans remains legally insecure.
- 2.12 Moreover, since the registration of CPAs, numerous challenges were identified in relation to the implementation of the CPA Act. These challenges were captured in the study conducted by the CSIR in 2005. This report and the CPA Annual Reports to Parliament paint a bleak picture regarding the Communal Property Associations compliance level. Despite the interventions by the department, a significant number of CPA's remain dysfunctional with unresolved disputes hampering any progress that could be made.
- 2.13 In order to resolve the above, the DALRRD established the Land Rights Management Facility (LRMF) that was managed nationally and due to capacity constraints national resolved that the LRMF should be decentralised hence the Eastern Cape is in the process to establish the Land Rights Management Facility (LRMF) to cater for the provision thereof, mediation and or conciliation services and general advice to the above.

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### **3 PROJECT DESCRIPTION**

The service providers to be appointed will be required

- 3.1 To provide mediation and/or conciliation services and general advice services to:
  - 3.1.1 Parties in terms of Extension of Security of Tenure Act 62 of 1997 as amended; the Restitution of Land Rights Act, Act 22 of 1994 as amended; the Communal Property Act, Act 28 of 1996 as amended (CPA), Land Reform (Labour Tenants) Act 3 of 1996 (LTA) and other beneficiaries under any Act or policy administered and implemented by the Department and any other policies.

### **4 DELIVERABLES**

In carrying out the above functions, the service provider shall be required to:

- 4.1 To receive and accept case allocation letter from DALRRD.
- 4.2 To consult with the relevant officials in the department, and with clients at their convenience.
- 4.3 Conduct Mediation or conciliation and give advice.
- 4.4 Conduct a fact-finding exercise and compile a Fact Finding/ Preliminary Report (detailing prospects of success of the matter and the best way to provide services required).
- 4.5 To file a project execution plan with stages, activities, milestones and timeframes.
- 4.6 To file an estimated budget to execute the mandate for the allocated case.
- 4.7 To file compulsory monthly reports on the progress of the referred matters and/or file reports or as and when requested to do so.
- 4.8 To file compulsory monthly invoices for any work done and or services rendered.
- 4.9 To collect cost awarded in favour of the DALRRD and or clients and pay those to DALRRD.

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- 4.10 To attend compulsory review meeting.
- 4.11 To attend compulsory training on land reform legislation and court processes.
- 4.12 To perform all necessary administrative functions as required in each case.
- 4.13 To enter into a service level agreement with the Department and comply with the terms thereof.
- 4.14 To secure written approval from DALRRD before deviating from the mandate as detailed in the case allocation letter. (no payment will be made to the panelist for any work or services rendered without prior written approval).
- 4.15 To secure written approval before defending and or instituting any interlocutory application.
- 4.16 To diligently attend to cases allocated to them and to ensure the provision of quality services, ensuring that there is no deviation from the mandate without prior written approval by the DALRRD.
- 4.17 To report on the outcome of cases in relation to the objective of providing quality legal services / mediation to indigent farm dwellers with insecure tenure, established CPA's and restitution beneficiaries.
- 4.18 To identify case trends and hotspots for the attention of the DALRRD
- 4.19 To submit a closeout report / mediation report at the finalization of a case.

**5 PROJECT MANAGEMENT**

- 5.1 The DALRRD officials will be responsible for the overall management of the cases as assigned to the panelist.
- 5.2 Each case will be managed in accordance with case implementation plan dealing with stages, activities, milestones and timeframes of the case which must be developed by the panelist and must be in line with the target dates set by the DALRRD.



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- 5.3 The DALRRD will conduct quarterly reviews for the duration of the contract to assess the performance of the panelist.
- 5.4 DALRRD may cancel the contract should the performance be found to be unsatisfactory during the reviews.

**6 TIMEFRAME AND IMPLEMENTATION SCHEDULE**

- 6.1 The duration of the approved panel will be three (3) years from the date the appointment letter is issued.

**7 CONTRACTUAL OBLIGATION**

- 7.1 Work will be allocated to panelist members using rotational system which will be a simple random sample. This simple random sample will be created in the presence of all qualifying bidders who submitted bids.
- 7.2 The overall project shall operate within the time frame and milestone stipulated in this document or those which will be agreed upon with the service provider and recorded in the service level agreement.
- 7.3 Payment will be made for work performed to the satisfaction of the DALRRD.
- 7.4 The DALRRD will assume full ownership of the reports, data and information obtained during the course of the project by the panelist and reserves the right to use them as it deems fit.
- 7.5 All such materials are and remain the property of DALRRD at all times and no document or part thereof may be reproduced, copied or distributed without the prior written consent of the DALRRD.
- 7.6 The contractual agreement relating to the project may not be amended without agreement of both parties.
- 7.7 The services of the panelists will be employed as and when required.
- 7.8 Being on the panel does not guarantee work from the Department.
- 7.9 During specific case, a panelist will be expected to respond within timeframe to be specified in the case allocation letter.

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- 7.10 A panelist may apply for her/his replacement from the panel with similar or more experienced individual(s) and such changes must be approved by the Department.
- 7.11 The bidders are expected to understand the languages of the Eastern Cape Province.

## **8 PROPOSAL REQUIREMENT**

The following must be contained in detailed and comprehensive proposal to be submitted by potential panelists/ bidder:

### **8.1. Mediator**

- 8.1.1 A mediator must attach a certificate of any form of mediation training from any accredited institution.

### **8.2 Attorney**

- 8.2.1 An Attorney must attach proof of admission as an admitted attorney of the High Court of South Africa.

### **8.1.2 Two (2) years' experience**

A mediator or an attorney must have 2 years' experience in land reform (Attach CV clearly demonstrating land reform work experience).

### **8.1.3 Two (2) Completed projects in land reform**

The bidder must have successfully mediated or litigated and completed at least 2 successful projects (in land reform) in full, within time, and within cost.

(Attach portfolio of evidence completion certificates /letters of previous successful work performed by the Mediator or Attorney. The certificates / letters must be on the bidder's client official letterheads with contact details and must be duly signed by the clients.

- 8.1.4 Mediators and attorneys need to clearly indicate whether they are bidding for mediation services or legal and general advice or both. (**Annexure A**).

## **9. MANDATORY REQUIREMENTS**

**NB Failure to submit or attach proof of the following requirements with the proposal will disqualify the bidder's proposal**

- 9.1 Attach a resolution letter authorising a particular person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bid.

9.1.1 In the case of a ONE-PERSON CONCERN submitting a bid, this shall be clearly stated on the company letter head.

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

9.1.3 In the case of a CLOSED CORPORATION submitting a bid, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.

9.1.4 In the case of a PARTNERSHIP submitting a bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender.

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

In the event of any legal entity, as meant above, being a private Company with shareholding, the same information / documentation as for registered principals must be provided with the tender, in respect of all Directors formally appointed to manage the business undertaking. Sole Proprietors, Partners in Partnerships, and Members of Close Corporations are principals as defined in 9.1 above and information / documentation in respect of such persons must be provided.

The information, required in respect of 9.1 above, has been provided for all Service Providers tendering in consortium / joint venture / sub-consultant/contractor agreement.

- 9.2 Compliance with all Tax requirements: Attach a Valid Tax Clearance Certificate OR provide a Compliance Tax Status Pin OR CSD report OR CSD Number on the space provided on the SBD 1 form.

- 9.3 Bidder must be registered on the National Treasury Central Supplier Database and attach a report as proof or provide registration number (MAAA) on the space provided on SBD 1.

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**10. TECHNICAL MANDATORY REQUIREMENTS**

10.1 Attach proof of admission/ registration certificate by the professional accredited body.

10.2 Attorneys to submit a certificate of good standing and valid Fidelity Fund certificate.

Note: Any bid submission that fails to comply with any of the mandatory requirements and Technical Mandatory requirements listed above will automatically be disqualified.

**11 METHODS OF PAYMENTS**

11.1 The Land Rights Management Facility tariff will be used for all services rendered, fees and disbursements by panel members appointed by the DALRRD (Land Restitution Support and Tenure Reform Implementation - Eastern Cape Province). The LRMF tariff is attached marked **Annexure B**.

11.2 Payments will be made when DALRRD officials are satisfied that the work performed by the service provider meets the required standard.

**12 EVALUATION CRITERIA**

The bid will be evaluated on functionality, the application value that will be utilised, when scoring each criterion range from 0 being very poor, 1 poor, 2, average, 3 good, 4 very good, 5 excellent.

CRITERIA	GUIDELINE FOR CRITERIA APPLICATION	WEIGHTS
QUALIFICATIONS	Mediator	30

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	<ul style="list-style-type: none"> <li>- A mediator must attach a certificate of any form of mediation training from any accredited institution.</li> </ul> <p><b>Attorney</b></p> <ul style="list-style-type: none"> <li>- An Attorney must attach proof of admission as an admitted attorney of the High Court of South Africa).</li> </ul> <p>clearly indicate whether they are bidding for mediation services or legal services or both. (Annexure A)</p>	
<b>ABILITY &amp; CAPABILITY</b>	A mediator or attorney with 2 years' experience in land reform (Attach a CV that clearly indicates 2 years land reform experience)	30
<b>Successfully mediated and completed at least 2 projects in land reform OR pending mediation projects in land reform</b>	<p>The bidder must have successfully and completed at least 2 projects in land reform in full, within time, and within cost.</p> <p>(Attach portfolio of evidence completion certificates /letters of previous successful work performed by the attorney or mediator. The certificates / letters must be on the bidder's client official letterheads with contact details and must be duly signed.</p>	40
	<b>TOTAL POINTS ON FUNCTIONALITY MUST ADD UP TO 100</b>	<b>100</b>

The proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All bidders who scored less than 60 out of 100 points for functionality will not be considered further.

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### **13 ASSESSMENT CRITERIA**

#### **13.1 Qualifications**

**NB: The number of resources provided will qualify the bidder**

Very Poor (score 0)	No qualification
Excellent (score 5)	Qualification

#### **13.2 Two years' experience in land reform**

**NB: The number of resources provided will qualify the bidder**

Very Poor (score 0)	No land reform experience
Poor (score 1)	Land reform experience less than 1 year
Average (score 2)	(1) More than 1 year but less than 2 years land reform experience.
Good (score 3)	(2 - 3 ) years land reform experience.
Very good (score 4)	(3 - 4) years' land reform experience.
Excellent (score 5)	(4) and more years land reform experience.

#### **13.3 Completed land reform experience**

**13.3.1** The bidder must have successfully completed at least 2 projects in land reform in full, within time, and within cost.

**13.3.2** Attach portfolio of evidence of completion certificates /letters of previous successful work performed by the mediator and or attorney. The certificates / letters must be on the bidder's client official letterheads with contact details and must be duly signed by clients.

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Very Poor (score 0)	No portfolio of evidence of completed projects in land reform certificates /letters of previous successful work performed by the company. The certificates / letters must be on the bidder's client official letterheads with contact details and must be duly signed.
Poor (score 1)	Attach 1 portfolio of evidence of completed projects in land reform certificates /letters of previous successful work performed by the company. The certificates / letters must be on the bidder's client official letterheads with contact details and must be duly signed.
Average (score 2)	Attach 2 portfolio of evidence completed project in land reform certificates /letters of previous successful work performed by the company. The certificates / letters must be on the bidder's client official letterheads with contact details and must be duly signed.
Good (score 3)	Attach 3 portfolio of evidence completed project in land reform certificates /letters of previous successful work performed by the company. The certificates / letters must be on the bidder's client official letterheads with contact details and must be duly signed.
Very good (score 4)	Attach 4 portfolio of evidence completed project in land reform certificates /letters of previous successful work performed by the company. The certificates / letters must be on the bidder's client official

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	letterheads (if available) with contact details and must be duly signed.
Excellent (score 5)	Attach 5 or more portfolio of evidence of completed project in land reform certificates /letters of previous successful work performed by the company. The certificates / letters must be on the bidder's client official letterheads with contact details and must be duly signed.

**The bids that fail to achieve a minimum of 60 points out of 100 points for functionally will not be included in the panel.**

#### **14 TERMS AND CONDITIONS**

- 14.1 Awarding of a bid will be subject to the Service Provider's acceptance of the LRMF Tariff (Annexure B), Terms and Conditions.
- 14.2 The appointed Service Provider will enter into service level agreement with the DALRRD, prior to commencement of the contract.
- 14.3 The DALRRD reserves the right to terminate the contract in the event there is clear evidence of non-performance, misrepresentation and gross dishonesty and/or any other behaviour which then cause irreparable breakdown of the relationship.
- 14.4 This proposal is not an offer to purchase any service or material, and the DALRRD will not incur or be liable of any cost associated with the preparation of this proposal.

#### **15 CONTACT PERSON FOR ENQUIRIES**

Ms L. Janssen  
 Telephone 043 700 6000 /071 351 4117  
 Email: [laetitia.janssen@dalrrd.gov.za](mailto:laetitia.janssen@dalrrd.gov.za)  
 and



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Ms P. Mntukatandwa  
Telephone 043 700 7000 /082 577 5541  
Email: [peiliwe.mntukatandwa@dalrrd.gov.za](mailto:peiliwe.mntukatandwa@dalrrd.gov.za)

**Bid related enquiries:**  
Mr. V. Gazi | Ms B. Lengisi  
Telephone: 043 701 8182 / 8150

## 16 PUBLICATION

- Departmental website
- 21 days Publication
- E-portal

## 17 APPROVAL

Terms of reference are approved as follows:

Supported/ ~~not supported~~



MR M SIKWE

SAO (PANEL MEMBER)

DATE: 18/03/2025

Supported/ ~~not supported~~



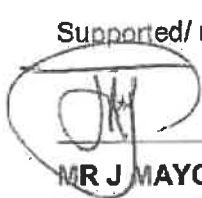
MR S GOGO

RESTITUTION ADVISOR (PANEL MEMBER)

DATE: 18/03/2025

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~~Supported/ not supported~~

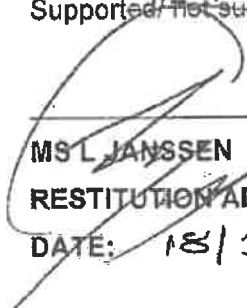


MR J MAYO

DEPUTY DIRECTOR (PANEL MEMBER)

DATE: 18/03/2025

~~Supported/ not supported~~



MS L JANSSEN

RESTITUTION ADVISOR (PANEL MEMBER)

DATE: 18/3/2025

~~Supported/ not supported~~



MS T KUBHEKA

DD: LRMF (PANEL MEMBER)

DATE: 20/03/2025

~~Approved/ not approved~~



MRS P MNTUKATA DWA

BSC: CHAIRPERSON

DATE: 20 March 2025



# agriculture, land reform & rural development

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

## FEES AND DISBURSEMENT TARRIF APPLICABLE ON LRMF PROJECT (2022 – 2024)

CATEGORY	MAXIMUM RATES	PROPOSED 10% RATED
10 years and more	R750 per hour R6000 per day	R 825 per hour R6600 per day
5 – 10 years	R600 per hour R4800 per day	R660 per hour R5280 per day
1 – 5 years	R475 per hour R3800 per day	R522.5 per hour R4180 per day
Candidate attorneys	R300 per hour	R330 per hour
Others	R2400 per day	R2640 per day
Paralegals	R200 per hour R1600 per day	R220 per hour R1760 per day
Perusal of documents	R20 per page	R22 per page
Drafting of pleadings, affidavits and reports	4 pages per hour	
Drafting of letters and formal notices	8 pages per hour	
Travelling time	R350 per hour R150 per hour for candidate attorneys and paralegals	R385 per hour R165 per hour

CATEGORY	MAXIMUM RATES	PROPOSED 10 % RATE
Perusal of documents	R20 pages per hour	R220 pages per hour
Drafting of pleading, affidavits and reports	4 pages per hour	
Drafting of letters and formal notices	8 pages per hour	
Travelling time	R500 per hour	R505 per hour
<b>SERVICE AND FILLING</b>		
Service limited to 1 hour	R300 per hour	R330 per hour
Filling – limited to 1 hour	R300 per hour	R330 per hour
Where a driver is used, no fees can be charged		
<b>DISBURSEMENTS</b>		
Faxes	R1.20 per page	R1.32 per page
Photocopies	R1.50 per page	R1.65 per page
Travelling costs – used of own car	R4.50 per Km	R4.95 per km
Accommodation limit	R1000  Government official's rate as per National Treasury Regulations as and when they are updated	R1530  If rates are higher than Government Rates LRMF manager should approve a higher rate before booking in writing
Cell/phone call costs	R2.50 per minute	R2.75 per minutes
SMS	R10 per SMS (inclusion of costs and attendance time)	R11 per SMS (Inclusion of costs and attendance time)

Subsistence allowance for Mediators, Judicial Administrators and Others	R300 for 12 to 24 hours away from home  R150 for 4 to 12 hours away from home	R330 for 12 to 24 hours away from home  R165 for 4 to 12 hours away from home

Approved by



Mr Bonginkosi Zulu

Chief Director: Land Tenure Reform

Date: 28/3/23



## agriculture, land reform & rural development

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

Chief Directorate: Eastern Cape Provincial Shared Services Centre: Directorate: Finance and Supply Chain Management: Sub-Directorate:  
Demand and Acquisition Management Services: Enquiries: Mr Victor Gazi: Tel: (043) 701 8150

### ANNEXURE A

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF EXPERTS TO PROVIDE GENERAL ADVICE AND MEDIATION SERVICES TO LABOUR TENANTS, FARM DWELLERS, COMMUNAL PROPERTY INSTITUTIONS, RESTITUTION CLAIMANTS AND OTHER LAND REFORM BENEFICIARIES IN THE EASTERN CAPE PROVINCE FOR THE PERIOD OF THREE YEARS**

**Bidders are required to adhere to the following instructions:**

- Tick in the relevant block for the service they are bidding for

ITEM	Checkbox
Mediation	<input type="checkbox"/>
Legal General Advice	<input type="checkbox"/>

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**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 security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, 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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	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 (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>							
BID NUMBER:		DALRRD-EC 007(2024/2025)		CLOSING DATE: 22 APRIL 2025		CLOSING TIME: 11H00	
DESCRIPTION		TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF EXPERTS TO PROVIDE GENERAL ADVICE AND MEDIATION SERVICES TO LABOUR TENANTS, FARM DWELLERS, COMMUNAL PROPERTY INSTITUTIONS, RESTITUTION CLAIMANTS AND OTHER LAND REFORM BENEFICIARIES IN THE EASTERN CAPE PROVINCE FOR THE PERIOD OF THREE YEARS.					
		BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) DEPARTMENT OF RURAL DEVELOPMENT & LAND REFORM, CNR MOORE & COUTTS STREET, OCEAN TERRACE VIEW, QUIGNEY, BLOCK H- IN THE TENDER BOX AT GROUND FLOOR					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON		B. Lengisi/ V.Gazi		CONTACT PERSON		Ms Mntukatandwa	
TELEPHONE NUMBER		043 701 8150/ 043 701 8182		TELEPHONE NUMBER		043 700 7000	
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS				E-MAIL ADDRESS			
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 PART B:3]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>							
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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://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 IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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

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<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