



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



Provincial Shared Service Centre: Gauteng Province, 524 Suncardia Shopping Centre, Cnr Steve Biko and Stanza Bopape Streets, Arcadia, Pretoria, Gauteng

TERMS OF REFERENCE FOR THE ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF MEDIATION TO SERVE UNDER THE PANEL OF THE LAND RIGHTS MANAGEMENT FACILITY OF THE DEPARTMENT LAND REFORM AND RURAL DEVELOPMENT, AND THE COMMISSION ON RESTITUTION OF LAND RIGHTS, FOR A PERIOD THREE (3) YEARS WITHIN GAUTENG PROVINCE

DLRRD (PSSC GP) -0001 (2025/2026)

Name of Tenderer : _____

Name of duly authorised person : _____

Address: _____

Tel. Number : _____

Cell number : _____

Fax number : _____

E-mail : _____

CLOSING DATE: 10 OCTOBER 2025

CLOSING TIME: 11H00 AM

ISSUED BY:

Director: Finance and Supply Chain Management
Department of Land Reform and Rural Development
Provincial Shared Service Centre: Gauteng Province
524 Suncardia Shopping Centre
Cnr Steve Biko and Stanza Bopape Streets
Arcadia, Pretoria
Gauteng
Tel: (012) 337 3600

DLRRD (PSSC GP) -0001 (2025/2026)

TERMS OF REFERENCE FOR THE ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF MEDIATION TO SERVE UNDER THE PANEL OF THE LAND RIGHTS MANAGEMENT FACILITY OF THE DEPARTMENT LAND REFORM AND RURAL DEVELOPMENT, AND THE COMMISSION ON RESTITUTION OF LAND RIGHTS, FOR A PERIOD THREE (3) YEARS WITHIN GAUTENG PROVINCE

**NB: Kindly note that there is no compulsory briefing session for this bid:
Prospective bidders are however encouraged to direct their questions /enquiries in writing to the contact mentioned below on or before closing date:**

TECHNICAL ENQUIRIES:

Mr Keny Mulaudzi Telephone: 012 337 3620/ 083 993 3452 Email: keny.mulaudzi@dlrrd.gov.za	Mr Oatlhotse Keameditse Telephone: 012 337 3742/ 082 379 4758 Email: oatlhotse.keameditse@dlrrd.gov.za
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BIDS / SUPPLY CHAIN ENQUIRIES:

Ms. J Mpepele Tel: 012 337 3700 / 071 878 9095 Email: jane.mpepele@dlrrd.gov.za	Mr. A Marema Tel: 012 337 3634 Email: amarema@dlrrd.gov.za
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CLOSING DATE AND TIME: 10 OCTOBER 2025 AT 11:00 AM

**DELIVERY ADDRESS: DEPARTMENT OF LAND REFORM AND
RURAL DEVELOPMENT
PROVINCIAL SHARED SERVICE CENTRE: GP
524 STANZA BOPAPE STREET,
CNR STANZA BOPAPE STREET AND STEVE
BIKO STREET
6TH FLOOR SUNCARDIA BUILDING, ARCADIA**



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



LA 1.2

PROVINCIAL SHARED SERVICE CENTRE – GAUTENG, 524 STANZA BOPAPE AND STEVE BIKO STREETS,
SUNCARDIA BUILDING, ARCADIA, PRETORIA, 0027, PRIVATE BAG X09, HATFIELD 0028

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF LAND REFORM AND RURAL
DEVELOPMENT: PROVINCIAL SHARED SERVICE CENTRE: GAUTENG PROVINCE

BID NUMBER: DLRRD (PSSC GP)-0001(2025/2026)

CLOSING TIME: 11H00 AM

CLOSING DATE: 10 OCTOBER 2025

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), LA1.1, LA1.2, LA1.3, LA1.6, SBD1, SBD 2, SBD 6.1, SBD4, Terms of Reference
3. 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.
4. The attached forms must be completed in detail and returned with your bid. Name and Address of the bidder Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

MAP TO BIDDER BOX (B BOX)

DLRRD (PSSC GP) 0001 (2025/2026) CLOSING DATE: 10 OCTOBER 2025 AT 11:00 AM

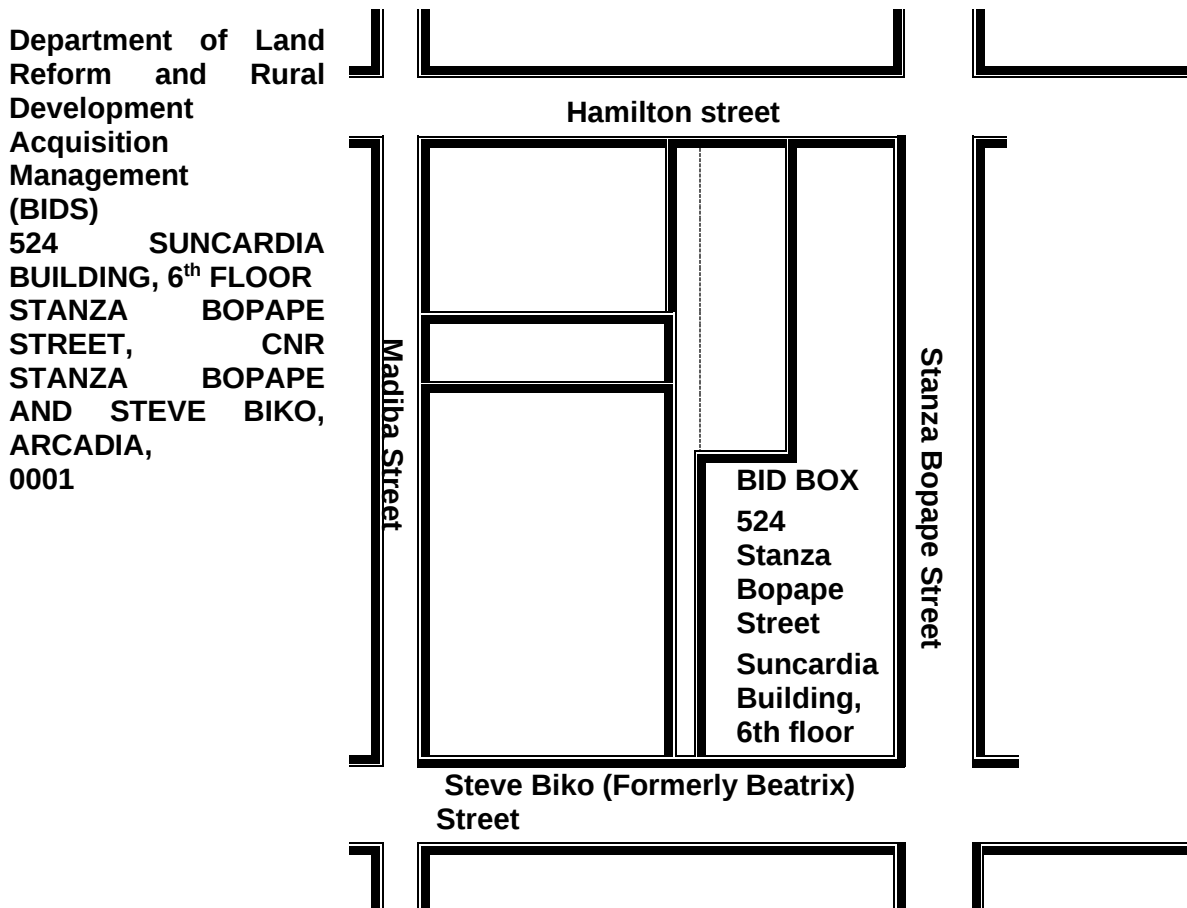
YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT)

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

THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

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

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



NOTE THAT THE OFFICE OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IS SITUATED IN SUNCARDIA MALL 6TH FLOOR. THE BID BOX WILL BE OPENED ON MONDAY TO FRIDAY: 07H00 AM TO 07H00 PM, 5 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF BIDS. BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS AND **SUBMIT YOUR BID IN A SEALED ENVELOPE**

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

“Only authorized signatories may sign the original and all copies of the tender offer where required.

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** authorizing 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** authorizing 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 authorized to sign on behalf of each partner, in which case **proof of such authorization** 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 authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, 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:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Application for a Tax Clearance Certificate

Purpose

Select the applicable option ☐ Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)												
Trading name (if applicable)												
ID/Passport no					Company/Close Corp. registered no							
Income Tax ref no					PAYE ref no							
VAT registration no	4				SDL ref no							
Customs code					UIF ref no	U						
Telephone no	C O D E		N U M B E R		Fax no	C O D E		N U M B E R				
E-mail address												
Physical address												
Postal address												

Particulars of representative (Public Officer/Trustee/Partner)

Surname													
First names													
ID/Passport no					Income Tax ref no								
Telephone no	C O D E		N U M B E R		Fax no	C O D E		N U M B E R					
E-mail address													
Physical address													

Particulars of tender (If applicable)

Tender number

Estimated Tender amount

Expected duration of the tender

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?

If "YES" provide details

YES NO

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders

I hereby authorise and instruct SARS the applicable Tax Clearance Certificate on my/our behalf.

or Goodstanding.

to apply to and receive from

Signature of representative/agent

Name of representative/agent

Date

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Name of applicant /Public Officer

Date

Notes:

- It is a serious offence to make a false declaration.
 - Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
- As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
 - Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DLRRD (PSSC GP) 0001 (2025/2026)	CLOSING DATE:	10 OCTOBER 2025	CLOSING TIME:	11:00 AM
DESCRIPTION	TERMS OF REFERENCE FOR THE ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF MEDIATION TO SERVE UNDER THE PANEL OF THE LAND RIGHTS MANAGEMENT FACILITY OF THE DEPARTMENT LAND REFORM AND RURAL DEVELOPMENT, AND THE COMMISSION ON RESTITUTION OF LAND RIGHTS, FOR A PERIOD THREE (3) YEARS WITHIN GAUTENG PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT : PSSC: GP					
524 STANZA BOPAPE STREET (CNR STANZA BOPAPE AND STEVE BIKO)					
SUNCARDIA BUILDING ,6TH FLOOR , PRETORIA , ARCADIA					
FOR ATTENTION: JANE MPEPELE OR ABSALOM MAREMA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	JANE MPEPELE		CONTACT PERSON	Mr Oatlotse Keameditse	
TELEPHONE NUMBER	012 337 3700 / 071 878 9095		TELEPHONE NUMBER	012 337 3742/ 082 379 4758	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	jane.mpepele@dlrrd.gov.za		E-MAIL ADDRESS	oatlotse.keameditse@dlrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? ☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



Private Bag X9, HATFIELD, 0028; Provincial Shared Service Centre, Suncardia Building, Cnr Stanza and Steve Biko Streets, Arcadia. Tel: 012 337 3600/1

TERMS OF REFERENCE FOR THE ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF MEDIATION TO SERVE UNDER THE PANEL OF THE LAND RIGHTS MANAGEMENT FACILITY OF THE DEPARTMENT LAND REFORM AND RURAL DEVELOPMENT, AND THE COMMISSION ON RESTITUTION OF LAND RIGHTS, FOR A PERIOD THREE (3) YEARS WITHIN GAUTENG PROVINCE.

1. PROJECT OBJECTIVE

To establish a panel of service providers who will provide professional services in the form of Mediation to any party in terms of Land Reform (Labour Tenants) Act 3 of 1996; Extension of Security of Tenure Act 62 of 1997; Restitution of Land Rights Act 22 of 1994, as amended, and Communal Property Association Act 28 of 1996, and under any other policy or programme administered and implemented by the Department of Land Reform and Rural Development.

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 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 has enacted legislations, including the following: the Land Reform (Labour Tenants) Act 3 of 1996; the Extension of Security of Tenure Act 62 of 1997 (ESTA), as amended; Restitution of Land Rights Act 22 of 1994; Communal Property Association Act 28 of 1996. These legislations are aimed to ensure the fulfilment of the Constitutional mandate towards land reform.
- 2.6. Section 21 of the Extension of Security of Tenure Act 62 of 1997 (ESTA) requires Director-General of the DLRRD to provide mediation services to any party who request 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 authorises the Director-General to appoint mediators, however the Act provides further that the parties may at any time during the course of mediation or negotiation, by agreement, appoint another person to mediate the dispute.
- 2.8. Section 10 of the Communal Property Association Act authorises the Director-General 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. Section 13 of the Restitution of Land Rights Act authorises the Chief Land Claims Commissioner to direct the parties concerned to attempt to settle their dispute through a process of mediation and negotiation.
- 2.10. Notwithstanding the above legislative and other forms of government intervention, the land tenure of the majority of South Africans remain legally insecure and land claims lodged in terms of Restitution of Land Rights Act and Land Reform (Labour Tenant) Act remains unsettled.
- 2.11. Since the inception of the Communal Property Association Act 28 of 1996, over 1600 Communal Property Associations (CPAs) were registered. Numerous challenges were identified in relation to the implementation of the said Act.

Despite interventions by the Department, some challenges persist with regard to compliance levels.

- 2.12. In order to resolve the above, the DLRRD has established the Land Rights Management Facility (LMRF) which has funds to cater for the interventions above.

3. PROJECT DESCRIPTION

The service providers to be appointed will be required:

- 3.1. To provide Mediation services to:

- 3.1.1. Parties in terms of Extension of Security of Tenure Act 62 of 1997; Land Reform (Labour Tenants) Act 3 of 1996; Restitution of Land Rights Act 22 of 1994; Communal Property Association Act 28 of 1996 and any other policies, programme and or guidelines that may be given to the service providers by DLRRD.

4. DELIVERABLES

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

- 4.1. To receive and accept case allocation through a signed letter from DLRRD
- 4.2. To consult with the responsible officials in the Gauteng Provincial offices of the DLRRD and with clients at their convenience.
- 4.3. In relation to CPA Mediation, it should include conducting a fact-finding exercise (Gather information from the parties).
- 4.4. Compile a Fact Finding/ Preliminary Report which includes the following:
- 4.4.1 Details of the best way to provide services required.
- 4.4.2 A project execution plan with stages, activities, milestones and timeframes, which is to be approved by the Department.
- 4.4.3 The estimated budget to execute the mandate for the allocated case.
- 4.5. To file compulsory monthly reports on the progress of the referred matters and/or file reports as and when requested to do so.

- 4.6. To file compulsory monthly invoices for any work done and or services rendered.
- 4.7. To collect costs awarded in favour of the DLRRD and or clients and pay those to DLRRD.
- 4.8. To attend compulsory review meetings.
- 4.9. To attend compulsory training on land reform legislation and court processes.
- 4.10. To perform all necessary administrative functions as required in each case.
- 4.11. To enter into a service level agreement with the Department and comply with the terms thereof.
- 4.12. To secure written approval from DLRRD before deviating from the mandate as detailed in the case allocation letter. No payment will be made to the panellist for any work or services rendered without prior written approval.
- 4.13. To secure written approval before defending and or instituting any interlocutory application.
- 4.14. To request and/or receive guidance from the Department where necessary and take swift appropriate corrective measures where legitimate complaints are logged against panel members.
- 4.15. To diligently attend to cases allocated to them and to ensure the provision of quality services, ensuring that there are no deviations from the mandate without prior written approval by the DLRRD.
- 4.16. To report on the outcome of cases in relation to the objective of providing quality services to indigent farm dwellers with insecure tenure.
- 4.17. To submit a certificate of good standing and Fidelity Fund certificate (where applicable) by no later than 31 December of the preceding year of the contract, failure to submit the above-mentioned documents may result in suspension within 30 days of notice and or removal from the panel within 60 days of notice.
- 4.18. To submit a close-out report at the finalisation of a case.

5. PROJECT MANAGEMENT

- 5.1. The Department and the Commission officials will be responsible for the overall management of the cases as assigned to panellists.
- 5.2. Each case will be managed in accordance with the case implementation plan dealing with stages, activates, milestone and timeframe of the case which must be developed by the panellist and must be in line with the target dates set by the Department and the Commission.
- 5.3. The Department and Commission will conduct quarterly reviews, or as it becomes necessary, for the duration of the contract to assess the performance of the panellist and
 - 5.3.1 The Department and Commission may cancel the contract should the performance be found to be unsatisfactory during the reviews.

6. TIMEFRAME AND IMPLEMENTATION SCHEDULE

The duration of the panel will be for a period of three (3) years from the date of appointment.

7. PRICING SCHEDULE

Pricing schedule will be provided on specific project using the Land Rights Management Facility tariff. The Land Rights Management facility tariff will be updated from time to time.

8. CONTRACTUAL OBLIGATION

- 8.1. In the event where there is more than one service provider accredited on the panel, and they have the necessary skills that are required to render a specific service, the department will invite quotations from all panel members for competitive bidding and award the work according to PPR 2022.
- 8.2. 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.

Payment will be made for work performed to the satisfaction of the DLRRD and CRLR.

- 8.3. The DLRRD will assume full ownership of the reports, data and information obtained during the course of the project by the panellist and reserves the right to use them as it deems fit.
- 8.4. All such materials are and remain the property of DLRRD at all times and no document or part thereof may be reproduced, copied or distributed without the prior written consent of the DLRRD.
- 8.5. The contractual agreement relating to the project may not be amended without prior written agreement by both parties.
- 8.6. The services of the panellists will be on as and when required basis.
- 8.7. Being on the panel does not guarantee work from the Department.
- 8.8. During each specific case, the panellist will be expected to respond within timeframes to be specified in the case allocation letter.

9. PROPOSAL REQUIREMENTS

The following must be contained in detailed and comprehensive proposals to be submitted by potential panellists:

9.1. Capacity

- A mediator (Attach a certificate of any form of mediation from any accredited institution and confirmation of accreditation from a recognised mediation body) and or that of admitted attorney of the court of South Africa.
- A mediator or an attorney must have two (2) years' experience in land reform mediation (Attach CV clearly demonstrating land reform mediation work experience).
- At least Completed 2 or more mediation in land reform projects

NB: The bidder must have successfully mediated and completed at least 2 successful mediated 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. The certificates / letters must be on the bidder's clients' official letterheads (if available) with contact details and must be duly signed.

10.MANDATORY REQUIREMENTS

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

- 10.1. Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number (CSD) where consortium/joint ventures/sub-contractor are involved, each party to the association must submit separate valid Tax Clearance requirements.
- 10.2. 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 forms
- 10.3. Bidders must complete and sign all standard bidding documents and GCC
- 10.4. Original company resolution on a company letter head authorizing a particular person to sign the bid document (even if the company owner is a sole owner, resolution should be completed and signed), the signature of the person authorized or delegated to sign the bid document should also be reflected on the resolution, with all Directors of the Company, Firm or Consortium having signed the resolution. The signatures on the resolution should be original and copies will not be accepted. In the case of a JOINT VENTURE submitting, they 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.”
- 10.5 A certificate of any form of mediation training from any accredited body and confirmation of accreditation from a recognised body or institution OR Admission as an attorney certificate and letter of good standing.

NB: The panellists are expected to understand the languages of Gauteng Province. The Department will not incur any costs for interpretation/ translation services.

NB: The Department will not incur Travelling and Accommodation costs for the Panellists who resides/ operates from outside the Gauteng Province.

11. METHODS OF PAYMENTS

11.1. The Land Rights Management Facility tariffs will be used for all services rendered, fees and disbursements by panel members and all experts appointed by them.

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

12. EVALUATION CRITERIA

This bid shall be evaluated in two stages. During the first stage bids will be evaluated on Mandatory requirements and second will be evaluated on Functionality.

12.1 **First Stage** - Mandatory requirements. The evaluation of the Mandatory requirements will be carried through SCM officials on compliance check and be verified individually by member of Bid Evaluation Committee.

12.2 **Second Stage**- Functionality. The evaluation of the functionality will be evaluated individually by members of the Bid Evaluation Committee in accordance with the below functionality criteria and values.

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

CRITERIA	GUIDELINE FOR CRITERIA APPLICATION	WEIGHTS
Minimum Qualifications	A qualification of any form of mediation training from any accredited body or institution OR admitted legal practitioner (Attach proof of qualification from any accredited institution).	30

Minimum Experience	Experience in mediation in Land Reform matters.	30
Successfully mediated and completed at least 2 matters in land reform	The bidder must have successfully mediated and completed at least 2 matters (in land reform) in full, within time, and within cost. (Attach portfolio of evidence completion certificates /letters of previous successful work performed by the attorney. The certificates / letters must be on the bidder's clients' official letterheads (if available) with contact details and must be duly signed.	40
	TOTAL POINTS ON FUNCTIONALITY MUST ADD UP TO 100	100

ASSESSMENT CRITERIA

- ✓ The mediator must have any form of mediation training from any accredited body or institution OR admitted legal practitioner

Poor (score 1)	Any mediation experience of 6 months or less.
Average (score 2)	Any mediation qualification with a course duration of 7 months – 1 year.
Good (score 3)	Any mediation qualification with a course duration of more than a year up to 2 years.
Very good (score 4)	Any mediation qualification with a course duration of more than 2 years – but less than 5 years.
Excellent (score 5)	Any mediation qualification with a course duration of 5 years and above or admitted attorney in the Court of South Africa.

- ✓ Experience in mediation in Land Reform matters.

Poor (score 1)	Any mediation experience of 6 months or less.
Average (score 2)	Any mediation experience with a course duration of 7 months – 1 year.
Good (score 3)	Any mediation experience for more than a year up to 2 years.
Very good (score 4)	Any mediation experience for more than more than 2 years but less than 5 years.
Excellent (score 5)	Any mediation experience for 5 years or more.

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

Poor (score 1)	No portfolio of evidence of successfully completed mediation in land reform.
Average (score 2)	Portfolio of evidence for 1 successfully completed mediation in land reform.
Good (score 3)	Portfolio of evidence for 2 successfully completed mediation in land reform.
Very good (score 4)	Portfolio of evidence for 3 successfully completed mediation in land reform.
Excellent (score 5)	Portfolio of evidence for 4 or more successfully completed mediation in land reform.

The bids that fail to achieve a minimum of 60 points out of 100 points for functionally will be regarded as non-responsive and excluded from the panel.

13. TERMS AND CONDITIONS

- 13.1. Awarding of a bid will be subject to the Service Provider's acceptance of the LRMF Tariff, Terms and Conditions
- 13.2. The appointed Service Provider will enter into service level agreement with the DLRRD, prior to commencement of the contract
- 13.3. The DLRRD 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
- 13.4. This proposal is not an offer to purchase any service or material, and the DLRRD will not incur or be liable of any cost associated with the preparation of this proposal.

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.

7 Bidder's declaration

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

[illegible]

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

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

2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract. with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned,

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

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

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

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

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

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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

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

8 DEFINITIONS

“tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

“price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

“rand value” means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;

“tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;

“the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and

“Historically Disadvantaged individuals” means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -

Before 27 April 1994; or

On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

D GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.
- 2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.
- 2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.
- 2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality	3		

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

(I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:

• **Percentage ownership equity** $\times 8 \div 100 =$ number of points claimed.

(II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:

• **Percentage ownership equity** $\times 5 \div 100 =$ number of points claimed.

(III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:

• **Percentage ownership equity** $\times 2 \div 100 =$ number of points claimed.

(IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:

• **Percentage ownership equity** $\times 2 \div 100 =$ number of points claimed.

(V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:

• **Percentage ownership equity** $\times 3 \div 100 =$ number of points claimed.

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

5. SUB-CONTRACTING

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

(***Tick applicable box***)

Yes	☐	No	☐
-----	--------------------------	----	--------------------------

5.1.1 If yes, indicate:

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:

6.2. Company registration number:

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

- Definitions
- Application
- General
- Standards
- Use of contract documents and information; inspection
- Patent rights
- Performance security
- Inspections, tests and analysis
- Packing
- Delivery and documents
- Insurance
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- Prices
- Contract amendments
- Assignment
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- Termination for default
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- Limitation of liability
- Governing language
- Applicable law
- Notices
- Taxes and duties
- National Industrial Participation Programme (NIPP)
- Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

	1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
2. Application	2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
• Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
• 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.
• 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.
• 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:
- (J) 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
 - (K) 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.

**• 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.

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

(KK) services

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

- (JJJ) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (KKK) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (LLL) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (MMM) 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:

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

in the event of termination of production of the spare parts:

Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

(c) 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:

6. 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;
7. if the Supplier fails to perform any other obligation(s) under the contract; or
8. 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:

7. the name and address of the supplier and / or person restricted by the purchaser;
8. the date of commencement of the restriction
9. the period of restriction; and
10. 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.

2 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

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.
v) 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.
vi) 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.
(f) 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)

Name of the bidder:

Signature of the Bidder

Date: