

5/2/1(285) 2022-2023

THE APPOINTMENT OF A SERVICE PROVIDER TO TRAIN 330 PEOPLE MADE UP OF LAND RIGHTS MANAGEMENT PANELLIST MEMBERS AND OFFICIALS OF THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT ON MEDIATION AND JUDICIAL ADMINISTRATION SERVICES TO BE PROVIDED UNDER EXTENSION OF SECURITY OF TENURE ACT, LAND REFORM LAND TENURE ACT, RESTITUTION OF LAND RIGHTS ACT AND COMMUNAL PROPERTY ASSOCIATION ACT FOR 5 DAYS KZN PROVINCES PROJECT OBJECTIVE.

CLOSING DATE: 23 August 2022 @ 11:00

TECHNICAL ENQUIRIES

TEL

EMAIL:

: Ms Nonqaba Mehlomakulu / Ms Rachel Monnahela

: 012 312 8856/071 856 0562

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BID RELATED ENQUIRIES

TEL

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LA 1.1



agriculture, land reform & rural development

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

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

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

RFQ NO: 5-2-1(285) 2022-2023

CLOSING TIME: 11H00

CLOSING DATE: 23 August 2022

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

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

Yours faithfully

SIGNED
QUOTATION MANAGEMENT
DATE:

MAP TO QUOTATION BOX (B BOX)

RFQ NO: 5/2/1 (285) 2022-2023 CLOSING DATE: 23 August 2022 @ 11:00

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

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

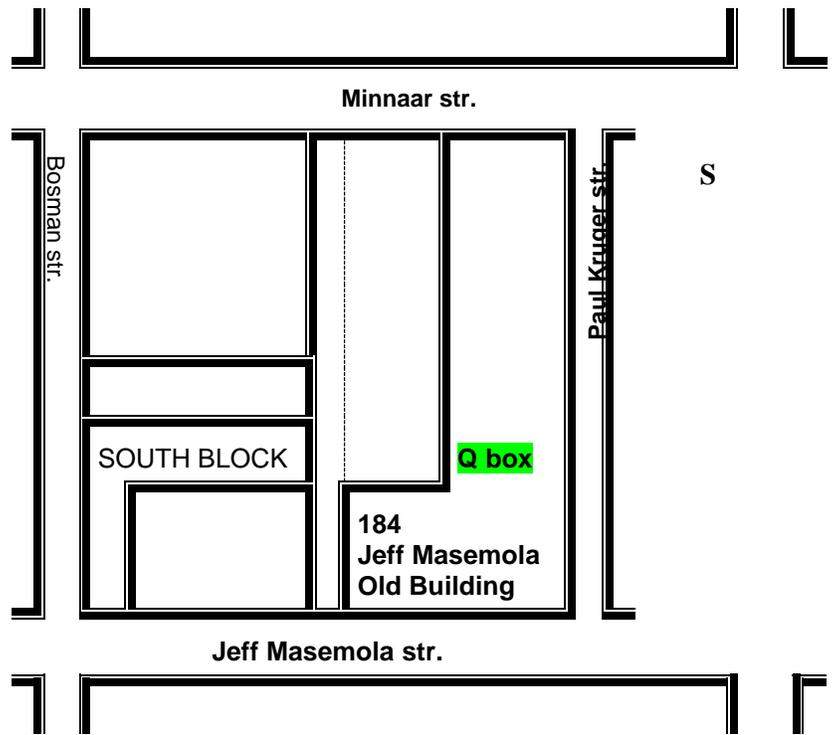
THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

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.”

**DEPARTMENT OF AGRICULTURE,
LAND REFORM AND RURAL
DEVELOPMENT
Acquisition Management
(QUOTATION)
THE OLD BUILDING 184
JEFF MASEMOLA STREET, PRETORIA,
0001**

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



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

SUBMIT YOUR BID IN A SEALED ENVELOPE

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

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

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

Js General Conditions of Contract (revised July 2010)

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)					
BID NUMBER:	5/2/1 (285) 2022-2023	CLOSING DATE:	23 August 2022	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO TRAIN 330 PEOPLE MADE UP OF LAND RIGHTS MANAGEMENT PANELLIST MEMBERS AND OFFICALS OF THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT ON MEDIATION AND JUDICIAL ADMINISTRATION SERVICES TO BE PROVIDED UNDER EXTENSION OF SECURITY OF TENURE ACT, LAND REFORM LAND TENURE ACT, RESTITUTION OF LAND RIGHTS ACT AND COMMUNAL PROPERTY ASSOCIATION ACT FOR 5 DAYS KZN PROVINCES PROJECT OBJECTIVE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
184 JEFF MASEMOLA STREET					
PRETORIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Kopano Ntsoane / Ms Queeneth Mokale		CONTACT PERSON	Ms Nonqaba Mehlomakulu / Ms Rachel Monnahela	
TELEPHONE NUMBER	012 312 8262 / 012 319 6642		TELEPHONE NUMBER	012 312 8856 / 071 8560562	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	kopano.ntsoane@dalrrd.gov.za QueenethM@dalrrd.gov.za		E-MAIL ADDRESS	Nonqaba.mehlomakulu@dalrrd.gov.za Rachel.monnahela@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”</p>

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

SIGNATURE OF BIDDER:

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

DATE:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO TRAIN 330 PEOPLE MADE UP OF LAND RIGHTS MANAGEMENT PANELLIST MEMBERS AND OFFICIALS OF THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT ON MEDIATION AND JUDICIAL ADMINISTRATION SERVICES TO BE PROVIDED UNDER EXTENSION OF SECURITY OF TENURE ACT, LAND REFORM LAND TENURE ACT, RESTITUTION OF LAND RIGHTS ACT AND COMMUNAL PROPERTY ASSOCIATION ACT FOR 5 DAYS KZN PROVINCES PROJECT OBJECTIVE.

SBD 3.3
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING DATE:	

OFFER TO BE VALID FOR 30 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
---------	-------------	---

1

Bid Initials
Bid's Signature.....
Date:.....

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate rates based on the total Cost to the department for completion of each stage and including expenses for the project.

TOTAL BID PRICE (VAT Inclusive) R.....

3.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO TRAIN 330 PEOPLE MADE UP OF LAND RIGHTS MANAGEMENT PANELLIST MEMBERS AND OFFICIALS OF THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT ON MEDIATION AND JUDICIAL ADMINISTRATION SERVICES TO BE PROVIDED UNDER EXTENSION OF SECURITY OF TENURE ACT, LAND REFORM LAND TENURE ACT, RESTITUTION OF LAND RIGHTS ACT AND COMMUNAL PROPERTY ASSOCIATION ACT FOR 5 DAYS KZN PROVINCES PROJECT OBJECTIVE.

DELIVERABLES	%	TIME	
Phase 1: Discussion and drafting of Training manual	30%	4 weeks	R.....
Phase 2: Compilation, printing, and delivery of training manual (printed copies) <ul style="list-style-type: none"> ➤ 330 copies of training manual Approximately 300 pages each ➤ 330 copies of the pocketbook Approximately 261 pages each ➤ 1 x training manual on a USB on editable format 	50%	3 weeks	
Phase 3: 5 days training at KZN	20%	1 week	R.....
SUB TOTAL EXCLUDING VAT			R.....
<u>VAT@15%</u>			R.....
TOTAL BID PRICE INCLUSIVE OF VAT			R.....

2

Bid Initials
 Bid's Signature.....
 Date:.....

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO TRAIN 300 PEOPLE MADE UP OF LAND RIGHTS MANAGEMENT PANELLIST MEMBERS AND OFFICALS OF THE LAND TENURE AND ADMINISTRATION IN THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT ON MEDIATION AND JUDICIAL ADMINISTRATION SERVICES TO BE PROVIDED UNDER EXTENSION OF SECURITY OF TENURE ACT, LAND REFORM LAND TENURE ACT, RESTITUTION OF AND RIGHTS ACT AND COMMUNAL PROPERTY ASSOCIATION ACT FOR 6 DAYS ON 3 DIFFERENT PROVINCES

NB! Pricing must be fixed for the duration of the project. Prices must be inclusive of all cost

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

Any enquiries regarding bidding procedures may be directed to the –

AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT
PRIVATE BAG X 833
PRETORIA
000

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO TRAIN 330 PEOPLE MADE UP OF LAND RIGHTS MANAGEMENT PANELLIST MEMBERS AND OFFICIALS OF THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT ON MEDIATION AND JUDICIAL ADMINISTRATION SERVICES TO BE PROVIDED UNDER EXTENSION OF SECURITY OF TENURE ACT, LAND REFORM LAND TENURE ACT, RESTITUTION OF LAND RIGHTS ACT AND COMMUNAL PROPERTY ASSOCIATION ACT FOR 5 DAYS KZN PROVINCES PROJECT OBJECTIVE.

- 1.1. To appoint one (1) service provider to train 330 Land Rights Management Facility panellist members and officials of the Department of Agriculture Land Reform and Rural Development on Mediation and Judicial Administration Services provided for by Extension of Security of Tenure Act, Land Reform Labour Tenants Act, Restitution of Land Rights Act and Communal Property Association Act for 5 days in Kwa Zulu Natal Province.

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 have 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): Restitution of Land Rights Act 22 of 1994: Communal Property Association Act 28 of 1996; 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 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 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.
- 2.8. Section 10 & 13 of the Communal Property Association Act (CPA) 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 22 of 1994 (RLRA) authorises the Chief Land Claims Commissioner (CLCC) 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 form of government interventions, the land tenure of the majority of South Africans remains legally insecure and land claims lodged in terms of Restitution of Land Rights Act and Land Reform Labour Tenant Act remains unsettled and unfinalized.
- 2.11. Moreover, since the inception of over 1600 CPAs were registered. 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 first CPA Annual Report to Parliament that was compiled in 2010 painted a bleak picture regarding the Communal Property Associations compliance level. Despite limited intervention by the Department there has been little improvement in compliance levels over the years.
- 2.12. In order to resolve the above, the DALRRD has established the Land Rights Management Facility (LMRF) which has funds to cater for the provision of, mediation services to the above and for the service provider who will provide training to panellist's members and officials

3. PROJECT DESCRIPTION

The service provider to be appointed will be required

- 3.1 To provide training to LRMF panellist members and Department officials who will provide mediation services to occupiers, farm dwellers, and labour tenants in terms of Extension of Security of Tenure Act of 1997 and Land Reform (Labour Tenant) Act of 1996 and Restitution of Land Rights Act 22 of 1996.
- 3.2 To provide training to LRMF panellist members who will provide judicial administration to Communal Property Associations in terms of Communal Property Association Act of 1996

4. DELIVERABLES

- 4.1 In carrying out the above functions, the service provider shall be required to Consult with BSEC committee for purposes of drafting a training manual that will cover the following topic to the following:
 - 4.1.2. Draft training manual in English that will cover the following topics
 - Land Reform legislations
 - 4.1.3 Conduct of a mediator when appointed to mediate for farm dwellers, Restitution matters ad CPA matters.
 - 4.1.4 Conduct of a mediator or conciliator when appointed to mediate a dispute within the CPA
 - 4.1.5 How to regularize CPA towards compliance when appointed to do so
 - 4.1.6 What to do when appointed as a Judicial Administrator of the CPA
 - 4.1.7 How to analyse allocation letters
 - 4.1.8 How to draft Project Implementation Plan
 - 4.1.9 How to compile monthly progress report
 - 4.1.10 How to train panellist on the compilation of the invoices
- 4.2 Discuss the draft with BSEC committee for approval
- 4.3 Once approved, Print 330 copies
- 4.3 Deliver 1 editable soft copy and 330 hard copies of training manual to BSEC committee at office no 806 South Bock Building, no 184 Jeff Masemola Street Pretoria Central
- 4.4 Purchase and deliver 330 copies of Juta pocketbook on Understanding Land Tenure Commentary and Legislation to BSEC committee at office no 806 South Bock Building, no 184 Jeff Masemola Street Pretoria Central
- 4.5 Draft a programme for 5 days training in KZN and submit it to BSEC committee for approval

4.6 Train LRMF panellists and officials for 5 days 8 hours a day from 8:00 to 17:00.

5. PROJECT MANAGEMENT

5.1. The service provider will be managed by the Land Rights Management Facility Manager on behalf of the Department of Agriculture Land Reform and Rural Development.

6. TIMEFRAME AND IMPLEMENTATION SCHEDULE

The duration of the project will be 40 working days. 35 working days of preparation and travelling and 5 working days of conducting training.

7. CONTRACTUAL OBLIGATION

7.1. The specific dates upon which the training will be conducted will be discussed with the appointed Service Provider.

7.2. There will be no additional costs to the Department for travelling and accommodation, the discussion, the compilation, printing, packaging and transportation of the training manual, all these costs must be included in the pricing schedule by the bidder.

7.3. Payment will be made in phases as reflected in paragraphs 9 below.

7.4. The DALRRD will assume full ownership of the reports, data and information obtained during the course of the project by the service provider 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.

8. PROPOSAL REQUIREMENT

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

8.1. Capacity

- A law firm or company with 10 years land reform experience
ADD COMPNAY REGISTRATION DOCUMENTS
(Attach 10 years' experience in land reform (Attach CV clearly demonstrating 10 years of land reform experience)
Mediator or Attorney
- A court annexed mediator with NQF level 7 qualification or higher competency in terms of the National Qualifications Framework Act (Act 68 of 2008) or admitted Attorney a certificate of any form of mediation training from any accredited institution approved by the Minister of Justice and Correctional Services and or certificate of admitted attorney of the High court of South Africa) and
- 05 Completed projects in land reform
The bidder must have successfully mediated or litigated and completed at least 05 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

8.2. PRICING SCHEDULE

- Fully completed pricing schedule

9. MANDATORY REQUIREMENTS

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

- 9.1 A court Annexed mediation certificate from any accredited institution by Minister of Justice and Correctional services OR
- 9.2 Admission certificate as an attorney of the High Court of South Africa

10. METHODS OF PAYMENTS

DELIVERABLES		TIME	SUBMISSION OUTPUT
Phase 1: Discussion and drafting of Training manual	30%	4 weeks	Draft training manual
Phase 2: Compilation, printing, and delivery of training manual and Juta pocketbooks	50%	3 weeks	330 Pocket books and 330 training manuals
Phase 3: 6 days training at KZN	20%	1 week	6 attendance registers
Total	100%	8 weeks (2 months)	

11. EVALUATION CRITERIA

11.1 The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price and maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution.

11.2 This bid shall be evaluation in two stages. On first stage, bids will be evaluated on functionality, second stage on presentation and the third stage in accordance with 80/20 preference points system as stipulated above.

11.3 First Stage-Evaluation of Functionality

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

The applicable values that will be utilized when scoring each criteria ranges from 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.

The service provider must score a minimum of 3 on criteria stated below.

CRITERIA	GUIDELINE FOR CRITERIA APPLICATION	WEIGHTS
ABILITY & CAPABILITY:	<p>A court annexed mediator or attorney with 10 years' experience in land reform (Attach a proof of court annexed mediator or admission certificate and a CV that clearly indicates 10 years land reform experience)</p> <ul style="list-style-type: none"> ➤ 1 - 8 years' experience in land Reform: (score 1) ➤ 9 years' experience in land Reform: (score 2) ➤ 10 years' experience in land Reform: (score 3) ➤ 11 years' experience in land Reform: (score 4) ➤ 12 or years or more experience in land reform (score 5) 	50
Successfully mediated and completed at least 10 projects in land reform OR pending mediation projects in land reform	<ul style="list-style-type: none"> ➤ The bidder must have successfully and completed at least 10 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 attorney or mediator. The certificates / letters must be on the bidder's client official letterheads with contact details and must be duly signed. ➤ <i>Attach 3 portfolios 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. –</i> Poor = 1 ➤ 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 letterheads with contact details and must be duly signed. - <i>Poor = 2</i> ➤ Attach 5 portfolio of evidence completed project in land reform certificates /letters of previous successful work performed by the 	50

	<p>company. The certificates / letters must be on the bidder's client official letterheads with contact details and must be duly signed.</p> <p>Poor = 3</p> <ul style="list-style-type: none"> ➤ Attach 6 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 (if available) with contact details and must be duly signed. Poor = 4 ➤ Attach 7 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. Poor = 5 	
	<p>TOTAL POINTS ON FUNCTIONALITY MUST ADD UP TO 100</p>	<p>100</p>

Bidders who score 50/100 will qualify.

The bids that fail to achieve a minimum of 50 points out of 100 points for functionally will not be considered for other stages.

12. TERMS AND CONDITIONS

- 12.1. The appointed Service Provider will enter into service level agreement with the DALRRD, prior to commencement of the contract
- 12.2. 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.
- 12.3. 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.

13. CONTACT PERSON FOR ALL ENQUIRIES

Ms Nonqaba Mehlomakulu
Telephone 012 312 8856 / 071 856 0562
Email: Nonqaba.mehlomakulu@dalrrd.gov.za

Ms Rachel Monnahela
Telephone 012 312 6535 / 079 526 9584
Email: Rachel.monnahela@dalrrd.gov.za

Bid related enquiries:
Mr. Kopano Ntsoane
Telephone (012) 312 8262 / 083 452 8855
Email: Kopano.ntsoana@dalrrd.gov.za

14. PUBLICATION

E-tender
06 days Publication