

DALRRD (CRD-22) 2021/22

THE APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO DRAFT A POLICY ON THE TRANSFORMATION OF THE DEEDS REGISTRATION LEGISLATION.

Kindly take note that there will be no briefing session for this bid. Prospective bidders are however encouraged to direct their questions in writing to the contact persons mentioned below.

The closing date for the questions is Wednesday 9 February 2022. Questions and answers will be published on the Departmental website by the latest Friday 11 February 2022 for the benefit of all prospective suppliers.

For further enquiries:

Bid Technical: George Tsotetsi
Tel: 012 338 7288 / 071 852 1003
E-mail: George.Tsotetsi@dalrrd.gov.za

Bid Administration: Buti Matjila
Tel: (012) 338 7208 / 082 385 4570
Email Buti.matjila@dalrrd.gov.za



agriculture, land reform & rural development

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

OFFICE OF THE CHIEF REGISTRAR OF DEEDS

Directorate: Supply Chain and Facilities Management Services

Private Bag X918, PRETORIA, 0001; TEL: (012) 338 7311 FAX: (012) 338 7277 WEB: www.drdlr.gov.za

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

BID NO: DALRRD (CRD-22) 2021/22 **CLOSING TIME:** 11:00 **CLOSING DATE:** 22 FEBRUARY 2022
BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find:
 - 2.1 Authority to Sign the Standard Bidding Documents (SBDs) on behalf of an Entity Page 3 - 4
 - 2.2 Invitation to Bid – SBD 1 Page 5 – 6
 - 2.3 Pricing Schedule (Services) – SBD 3.3 Page 7 - 8
 - 2.4 Declaration of Interest – SBD 4 Page 9 - 12
 - 2.5 Preference Points Claim Form – SBD 6.1 Page 13 - 17
 - 2.6 Declaration of Bidder's Past Supply Chain Management Practices – SBD 8 Page 18 - 19
 - 2.7 Certificate of Independent Bid Determination – SBD 9 Page 20 - 23
 - 2.8 Supplier Maintenance (Bank Details) Form Page 24 - 25
 - 2.9 Terms of Reference Page 26 - 43
 - 2.10 General Conditions of Contract (GCC) Page 44 - 57
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. Failure to comply may disqualify your proposal. 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.

Bid proposals must be deposited into the Tender/ Bid Box situated at the reception of the Department of Agriculture, Land Reform and Rural Development: Pretoria Deeds Registry, Merino Building, Corner Bosman and Pretorius Street, Pretoria 0001, by not later than the closing date and time indicated above. Bid proposals which are not inside the Tender/ Bid Box on the closing date and time will not be considered.

Yours faithfully

SIGNED

MR B MATJILA
ASSISTANT DIRECTOR: ACQUISITION MANAGEMENT
DATE: 27 JANUARY 2022

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBDs) 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 **CLOSE 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, close 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 DALRRD (CRD- 04) 2020/21, 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:

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM					
BID NUMBER:	DALRRD (CRD- 22) 2021/22	CLOSING DATE:	22 FEBRUARY 2022	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO DRAFT A POLICY ON THE TRANSFORMATION OF THE DEEDS REGISTRATION LEGISLATION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE SUBMITTED TO:					
BID RESPONSE MUST BE DEPOSITED INTO THE TENDER/BID BOX SITUATED AT: DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT PRETORIA DEEDS REGISTRY, MERINO BUILDING, CORNER BOSMAN AND PRETORIUS STREET, PRETORIA, 0001.					
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					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No				<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
[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	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT		CONTACT PERSON	George Tsotetsi	
CONTACT PERSON	BUTI MATJILA		TELEPHONE NUMBER	012 338 7228 / 071 852 1003	
TELEPHONE NUMBER	012 338 7208 / 082 385 4570		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	George.tsotetsi@dalrrd.gov.za	
E-MAIL ADDRESS	Buti.matjila@dalrrd.gov.za				

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 ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO
DRAFT A POLICY ON THE TRANSFORMATION OF THE DEEDS REGISTRATION LEGISLATION

PRICING SCHEDULE [SBD 3.3]

**PRICING SCHEDULE
FOR THE APPOINTMENT OF
A
SUITABLY QUALIFIED
SERVICE PROVIDER TO
DRAFT A POLICY
ON THE TRANSFORMATION
OF THE DEEDS
REGISTRATION**

Bid Initials

Bid's Signature.....

Date:.....

Name of Bidder:

**PRICING SCHEDULE FOR THE APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO
DRAFT A POLICY ON THE TRANSFORMATION OF THE DEEDS REGISTRATION LEGISLATION**

PRICING SCHEDULE [SBD 3.3]

**PRICING SCHEDULE
(Professional Services)**

NAME OF SERVICE PROVIDER:

Bid No: DALRRD (CRD-22) 2021/22

CLOSING DATE: 21 FEBRUARY 2022

CLOSING TIME:11H00

BID OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

- The accompanying information must be used for the formulation of proposals.

TOTAL BID PRICE (ALL APPLICABLE EXPENSES AND TAXES INCLUDED):

R _____

2. Breakdown of Total Price:

- Payment in respect of deliverables will be made at the intervals, and in accordance with the project milestones, predefined deliverables and percentages, as set out below, subject to the submission of detailed invoices, and subject to verification by the Project Management Committee. Payments will be made only for work performed to the satisfaction of DALRRD Project Management Team.

Description	Unit of Measure	Estimated Timeframe	Total Cost of Services/ Product Including VAT
Desktop Analysis and Research: Conduct a desktop analysis and research on the Objectives referred to in par. 4 of the Terms of Reference	Cost of the comprehensive report based on a desktop analysis and research document (5% of the total Bid price)	____ Day(s)/ Month(s)	R
Development of Deeds Registration Transformation Policy: Development of a Deeds Registration Transformation Policy that forms the basis for a comprehensive legal framework for deeds registration which address the project objectives outlined in paragraph 4. Of the Terms of Reference	Cost of Deeds Registration Transformation 1 st Draft Policy document (20% of the total Bid price)	____ Day(s)/ Month(s)	R
	Cost of Deeds Registration Transformation 2 nd Draft Policy document (10% of the total Bid price)	____ Day(s)/ Month(s)	R
	Cost of Deeds Registration Transformation Final Policy document (50% of the total Bid price)	____ Day(s)/ Month(s)	R
Preparation of final report with recommendations	Cost of presenting the Deeds Registration Transformation Final Policy document to the Entity Management Meeting (EMM) and acceptance thereof (15% of the total Bid price)	____ Day(s)/ Month(s)	R
Total Bid Price Including VAT			R

Bid Initials

Bid's Signature.....

Date:.....

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

**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 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
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.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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 20 points)
 (Points claimed in respect of paragraph 6.1 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	NO
-----	----

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	NO
-----	----

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

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

DALRRD (CRD- 22) 2021/22

THE APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO DRAFT A POLICY ON THE TRANSFORMATION OF THE DEEDS REGISTRATION LEGISLATION

in response to the invitation for the bid made by:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

BAS

LOGIS

Office

System User Only	
Captured By:	
Captured Date:	
Authorized By:	
Date Authorized:	
Safety Web Verification	
<input type="checkbox"/> YES	<input type="checkbox"/> NO

The Director General: Department of Agriculture, Land Reform and Rural Development

I/We hereby request and authorize you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorized will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post. Please ensure information is valid as per required bank screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	
Trading Name	
Tax number	
Vat Number	
Title	
Initials	
First Names (as per id)	
Surname	

Address Detail	
Postal Address Line 1	
Postal Address Line 2	
Physical Address Line 1	
Physical Address Line 2	
Postal Code	

<input type="checkbox"/> New Supplier Information		<input type="checkbox"/> Update Supplier Information	
Supplier Type	<input type="checkbox"/> Individual <input type="checkbox"/> Department	Department <input type="checkbox"/>	Number <input type="text"/>
	<input type="checkbox"/> Company <input type="checkbox"/> Trust		
	<input type="checkbox"/> CC <input type="checkbox"/> Other	Other Specify <input type="text"/>	
	<input type="checkbox"/> Partnership		

Supplier Account Details

(This field is compulsory and should be completed by a bank official from the relevant bank).

Account Name			
Account Number			
Branch Name Branch			
Number			
Account Type	<input type="checkbox"/>	Cheque/Current Account	
	<input type="checkbox"/>	Savings Account Transmission	
	<input type="checkbox"/>	Account Bond Account	
	<input type="checkbox"/>	Other (Please Specify)	
ID Number	<input type="checkbox"/>	<input type="text"/>	
Passport Number			
Company Registration Number			
*CC Registration			
* Please include CC/CK where applicable			
Practise Number			
When the bank stamps this entity maintenance form they confirm that all the information completed by the entity is correct.			
	<p>Bank stamp</p> <p>It is hereby confirmed that this detail have been verified against the following screens ABSA-CIF screen FNB-Hogan's system on the CIS4 STD Bank-Look-up-screen Nedbank- Banking Platform under the Client Details Tab</p>		

Contact Details

Business			
Home Fax	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
Cell	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
	<i>Area Code</i>	<i>Telephone Number</i>	
	<i>Cell Code</i>	<i>Cell Number</i>	
E-mail Address			
Contact Person			

	Supplier details	Departmental sender details	Address of Agriculture, Land Reform and Rural Development Office where form is submitted from:
Signature			
Print Name			
Rank			
Date (dd/mm/yyyy)			



OFFICE OF THE CHIEF REGISTRAR OF DEEDS

Private Bag X918, Pretoria, 0001; Tel: 012 338 7313 Fax: 012 338 7277

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO DRAFT A POLICY ON THE TRANSFORMATION OF THE DEEDS REGISTRATION LEGISLATION

1. PURPOSE

The Department of Agriculture, Land Reform and Rural Development (DALRRD) requires a suitably qualified service provider to draft a policy on the transformation of the Deeds Registration legislation. For this purpose the appointed service provider will have to investigate the pieces of legislation on the land registration system, especially the Deeds Registries Act, 1937 (Act 47 of 1937) and the Sectional Titles Act, 1986 (Act 95 of 1986), in order for such legislation to be revised, to align them with the Constitution, to purge those provisions which are antiquated and to incorporate certain provisions that cater for the realities of modern-day thinking, global developments, as well as Government policies relating to land reform and public administration.

2. BACKGROUND

2.1 The present land registration system in South Africa has its roots in the Deeds Registries Act, 1937 (Act 47 of 1937) ('the Act'). The Act makes provision for the administration of the land registration system and the registration of real rights in land. The Act has been able to provide a solid backbone to our registration system since its promulgation in 1937 without the need for a major re-write. However, in recent years, (and especially since 1991) the situation in the country, as well as global trends, has evolved at such a pace, and to such an extent, that new and varying demands are continuously being placed on our land registration system and therefore also on our Deeds legislation.

2.2 In South Africa, the law does not explicitly guarantee title to land and other real rights. The system of registration, (said to be one of the best in the world), is based on a juristic foundation and long-standing practices and procedures. It is this system which has the effect of "guaranteeing" title.

The system's processes of examination and registration, its control and monitoring of standards, its public register and information systems, and its methods of preserving records, all contribute towards providing security of title in the eyes of the law, financial institutions, and the public.

2.3 The legal certainty that a title deed issued under our registration system provides is of great significance to financial institutions, township developers, and the owners of property and holders of rights over property. It forms the basis for yearly investment of millions of rand in the development of housing for, amongst others, previously disadvantaged sectors of the population. Such investment stimulates and encourages investment in other business sectors and secures other types of development. This in turn promotes stability in the economic sector.

2.4 The Chief Directorate: Deeds Registration, (falling under the national Department of Agriculture, Land Reform and Rural Development), is charged with the administration of the land registration system in 11 centres, including the registration of rights to land and other matters prescribed by the Deeds Registries Act, the Sectional Titles Act, and other laws relating to land or rights in land.

2.5 Deeds Registries are established, (each in respect of its own area of jurisdiction), in terms of section 1 of the Deeds Registries Act. In respect of each such Registry, a Registrar of Deeds, Deputy Registrar(s) of Deeds and Assistant Registrars of Deeds are appointed in terms of section 2(1)(b) and (c) of the Act.

2.6 The core business of a Deeds Registry consists of the following:

- To register deeds and other documents, and to perform the duties, as contemplated in section 3 of the Act;
- To preserve records as prescribed by section 3(1)(a) of the Act;
- To furnish information as prescribed by section 7 of the Act;
- To maintain a public register of land as well as an efficient system of registration calculated to afford security of title to land and rights in land; and
- Generally, to do all things necessary to achieve the above.

2.7 In terms of the Act, each Registrar of Deeds is individually responsible for maintaining a land register for immovable properties situated within his or her area of jurisdiction as well as a registration system calculated to afford security of title, and to provide information to any person on payment of the prescribed fee.

2.8 In terms of section 2(1)(a) of the Act, a Chief Registrar of Deeds is appointed to exercise such supervision over all the deeds registries as may be necessary in order to bring about uniformity in their practice and procedure. Apart from this provision, the Act is silent regarding any other duties, responsibilities and powers of the CRD. The duties and powers of Registrars of Deeds are contained in sections 3 and 4 which includes, amongst others, the maintaining of a land register for immovable properties situated within his or her area of jurisdiction, as well as a registration system calculated to afford security of title, and to provide information to any person on payment of the prescribed fee.

2.9 In view of the responsibilities outlined above, it is incumbent to constantly improve the deeds registration processes and environment as well as the duties of the CRD and Registrars of Deeds. This is also vital as there is an anticipated increase in demand

on registration capacity, accuracy and efficiency necessitated by the land reform process, with the total registered land parcels expected to increase from around 7 million to an anticipated 20 million as a result of implementation of reforms emanating from the 2011 Green Paper on Land Reform.

2.10 The Deeds Registration Transformation Policy and accompanying legislation is expected to result in an integrated and modern system for the registration and recordal of land and rights in land, rendering it capable of responding effectively to required demands. It is further expected to deal with the transformation of the deeds registration system in order to provide for an inclusionary land rights registration and recordal system that represents a continuum of rights and interests in land in South Africa.

3. PROBLEM STATEMENT

3.1 The Deeds Registries Act has been able to provide a solid backbone to our registration system since its promulgation in 1937 without the need for a major re-write. However, in recent years, (and especially since 1991) the situation in the country, as well as global trends, has evolved at such a pace, and to such an extent, that new and varying demands are continuously being placed on our land registration system and therefore also on our Deeds legislation.

3.2 The current deeds registry system is time consuming, complex, rigid and costly. More viable, secure and cost-effective methods of registration and recordal must therefore be adopted. New legislation is needed to give effect to, and support, all relevant aspects of the Constitution.

3.3 Act 47 of 1937 does not provide for persons other than Notaries Public to prepare notarial deeds. High notarial cost result in the stimulating of informal transfers and is also not indigent-sensitive.

3.4 Notwithstanding the fact that the said Act had been revised on a regular basis, it still contains many antiquated provisions. The Act also lacks provisions that will bring it in line with global technological and land reform developments as well as with current Government policies in this regard.

3.5 It is therefore necessary for the establishment of an efficient and conclusive land registration system that retains the current meticulous and reliable characteristics of the present system, whilst proving capable of handling the future increase in the number of registration activities; for the land registration system to be aligned with the Constitution; purging from the deeds registration legislation those provisions which are antiquated and incorporating certain provisions that cater for the realities of modern-day thinking and global developments; catering for Government policies relating to land reform and public administration; and also catering for the registration and recordal of all forms of land tenure rights in South Africa.

4. PROJECT OBJECTIVES

The objective of the project is the following:

The development of a Deeds Registration Transformation Policy that will lead to the following:

- Consolidation of legislation that will provide mechanisms and procedures for the registration and recordal of rights in land including but not limited to customary, informal and communal forms of tenure which are recognised, or in future will be introduced and be recognised by law;
- Enactment of provisions which will cater for the realities of modern-day thinking and which will bring it in line with global technological and land reform developments as well as with current Government policies in this regard;
- New legislation that give effect to, and support, all aspects of the Constitution including gender equality;
- Co-ordination of registration law reforms with other property related legislation including spatial planning and land use;
- The design, introduction and improvement of risk management principles in the examination and handling of documents for registration;
- Provision of a simplified, cost effective registration and recordal system that is widely accessible;
- Provisions for persons other than Notaries Public to prepare certain deeds currently reserved for the preparation by Notaries Public only.
- Fully defined duties, responsibilities, accountability and authority of the CRD;
- Provision of registration capability for other forms of rights in land the Government may introduce in future;
- Alignment and incorporation of the provisions of the electronic deeds registration system into new legislation;
- Establishment of a legislative and policy environment conducive for the creation of a comprehensive register in which all rights and interests in land are registered and recorded; and
- Repeal of the Deeds Registries Act 47 of 1937 and the Electronic Deeds Registration System Act 19 of 2019 and the replacement thereof with new legislation (for example a Land Rights Registration and Recordal Act).

5. SCOPE OF THE PROJECT

This exercise must achieve the following key performance areas:

(a) Via desktop analyses and research

- Identify as objectively as possible, existing policies, legislation and practices that perpetuate separate and discriminatory deeds registration systems;

- Propose a policy framework for deeds registration legislation that takes all the project objectives into consideration (see paragraph 4);

(b) Submission of a comprehensive policy proposal on aspects referred to above.

6. DELIVERABLES

No.	Project Phase	Phase Description	Deliverable
1.	Desktop analysis and research	Conduct a desktop analysis and research on the Objectives referred to in par. 4	A comprehensive report based on a desktop analysis and research
2.	Development of <i>Deeds Registration Transformation Policy</i>	<i>Development of a Deeds Registration Transformation Policy</i> that forms the basis for a comprehensive legal framework for deeds registration which address the project objectives outlined in paragraph 4.	<i>Deeds Registration Transformation Policy</i>
3.	Preparation of final report with recommendations	Consolidated final report	Consolidated final report with recommendations.

7. SKILLS AND EXPERIENCE REQUIRED OF THE SERVICE PROVIDERS

(a) A sound knowledge and understanding of the South African cadastre, including the relationship between the core functions and systems of the Deeds Registries and the Surveyors-General;

(b) Proven extensive knowledge of:

- 7 (a) above
- South African Constitution, especially provisions relating to equality and immovable property rights;
- South African Private Law
- Laws relating to ownership and registration of land
- Property taxation
- E-commerce legislation and associated Government policy
- Laws relating to Information Technology
- Laws relating to the provision of information
- Laws relating to restitution and redistribution of land, land tenure reform and government policies thereon
- The current South African Land Registration System.

(c) An above average command of the English language;

(d) Demonstrable innovative and creative abilities.

(e) Qualification as conveyancer and notary public;

8. STAKEHOLDERS

The Service Provider must acknowledge that the parties listed below may either be affected by or may be able to provide input with regard to the project. It is the responsibility of the Service Provider to liaise or consult with these parties or any other stakeholders who may be identified during the course of the project, and to take into account any comments or other input which such stakeholders may provide.

- a. DALRRD Chief Directorate: Deeds Registration;
- b. DALRRD Chief Directorate: Spatial Planning & Information
- c. DALRRD Chief Directorate: Cadastral Surveys
- d. DALRRD Chief Directorate: Surveys & Mapping
- e. DALRRD Chief Directorate: Implementation Co-ordination
- f. DALRRD Chief Directorate: Tenure Reform
- g. DALRRD Chief Directorate: State Land disposal
- h. Chief Land Claims Commissioner
- i. South African Revenue Service (SARS)
- j. South African Local Government Association (SALGA)
- k. National Treasury
- l. Law Society of South Africa
- m. South African Legal Practice Council
- n. Banking Association of South Africa
- o. Financial Institutions
- p. State Information Technology Agency (SITA)
- q. Department of Trade and Industry
- r. Department of Housing
- s. Department of Minerals and Energy
- t. e-DRS Project Management Committee
- u. All National Government Departments
- v. Co-Operative Governance and Traditional Affairs.

9. ADMINISTRATIVE ISSUES

(a) Format of Documentation

- The Service Provider shall ensure that all written documents forming part of the deliverables under the contract shall be available in hard-copy and in electronic format.
- All documentation shall be prepared in MS Word word-processor format and spreadsheets (if any) shall be in MS Excel format.

(b) *Backup of Computer Files*

- The Service Provider shall keep regular and comprehensive backups of all electronic files relating to any document constituting a deliverable.
- Any loss of data which constitutes any deliverable due to failure by the Service Provider to keep backups shall be to the account of the Service Provider, calculated in accordance with the tendered hourly rate and the estimated time required to rewrite the documentation, which time shall be determined by the Project Management Committee.

10. CONTENTS OF PROPOSALS

(a) Proposal Submission Requirements

- (i) Covering letter accepting the DALRRD Supply Chain Management general contract conditions.
- (ii) Names of at least 3 proposed team members, setting out:
 - the professional role that each person will play in the assignment;
 - the suitability of each person for the proposed roles in terms of their relevant skills and experience;
 - availability to perform the work within the timeframe and
- (iii) Project execution plan, setting out:
 - Defined work items and deliverables and how these will be delivered.
 - A clear project timeline.
 - Staff allocations (who does what).
 - Proposed methodology on how best this project can be executed to achieve the objectives of this assignment.
- (iv) Curriculum Vitae: Proposals must include a separate *curriculum vitae* in respect of each person to be used on the project, under the following headings:
 - Personal and contact details;
 - Tertiary and other qualifications;
 - Type and duration of previous experience, with particular reference to that which is appropriate or relevant to the project. (In the event of a person having had previous experience with similar projects, please furnish full details as well as contact details for verification purposes.)
 - Current occupation, including employer details and current duties / functions; and
 - Special skills, with particular reference to that which is appropriate or relevant to the project;
 - Years of experience as conveyancer and notary public.

11. MANDATORY REQUIREMENTS

NB: Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

Mandatory requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<p>11.1 The Bidder is required to be registered on the Central Supplier Database (CSD) prior submitting the Bid. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database prior submitting the Bid.</p>	<p>Provide a copy of CSD Registration Summary Report or the CSD Registration Number on SBD 1 Form</p>	<p>Provide unique reference to locate substantiating evidence in the bid response</p>
<p>11.2 It is a condition of this Bid that the tax status of the Bidder must be Compliant at any point in time from the closing date of the Bid. The tax status will be verified on Central Supplier Database and SARS eFiling Systems. Where Consortia / Joint Ventures / Sub-contractors are involved, the tax status of each party must also be Compliant at any point in time from the closing date of the Bid.</p>	<p>Provide a Tax Compliant Status Pin issued to the Bidder and Consortia / Joint Venture / Sub-contractor partners (if applicable) by the South African Revenue Service</p>	<p>Provide unique reference to locate substantiating evidence in the bid response</p>
<p>11.3 The Bidder must be either an Exempted Micro Enterprise (EME) or Qualifying Small Business Enterprise (QSE).</p>	<p>Provide a valid copy of a sworn affidavit of your B-BBEE Exempted Micro Enterprise or Qualifying Small Enterprise OR</p>	<p>Provide unique reference to locate substantiating evidence in the bid response</p>

	A valid B-BBEE certificate issued by an Agency accredited by SANAS	
11.4 Proof of admission as Conveyancer as well as proof of admission as Notary Public	<ol style="list-style-type: none"> 1. Provide a certified copy of admission as Conveyancer as well as certified copy of admission as Notary Public. (Conveyancer and Notary public can be one person or two persons) 2. Provide proof of membership of Legal Practice Council. (The Department reserves the right to verify that the member is in good standing with the Legal Practice Council). 	Provide unique reference to locate substantiating evidence in the bid response

12. EVALUATION CRITERIA

12.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

12.2 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

12.3 Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.

12.4 The applicable values that will be utilized when scoring each criterion ranges from **1 Poor, 2 Average, 3 Good, 4 Very good and 5 Excellent.**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
ABILITY AND CAPABILITY	<p>Company experience: experience in the development of policies (Reference letter / testimonial) from client-company that the company has developed policy (Reference letter/testimonial of approved policies drafted must be attached).</p> <p>NB: in addition to the reference letter/testimonial the bidder should, as part of their technical proposal be able to describe the systematic development of policy that has led to the development of legislation.</p>	40
<p>QUALIFICATION AND YEARS OF EXPERIENCE OF PROJECT TEAM LEADER</p> <p>NB: (The score will be evaluated considering the qualification and years of experience of the Project Team Leader and dividing by 2)</p>	<p>Project team leader to be utilized in the execution of the contract (specialist skills and experience in the policy development) – please attach (Specialist) CV with skill(s), experience and qualification(s) for policy development.</p>	40

METHODOLOGY AND PROJECT MANAGEMENT	Detailed broad methodologies that cover comprehensive project execution plan covering the entire scope of work including presentation of the final outputs of the project and as well as proposed work schedule/ duty sheet/ work plan with clear deliverables, timeframes and outputs with clear reporting mechanism to verifying progress for each task to be completed /provide a contingency plan	20
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Company experience in drafting of Policies	No similar policy successfully managed	1 similar policy successfully managed	2 similar policies successfully managed	3 similar policies successfully managed	Over 3 or more similar policies successfully managed
Project team leader (Qualification)	Certificate or equivalent in Policy Development	Diploma or equivalent in Policy Development	Degree or equivalent in Policy Development	Master's Degree or equivalent in Policy Development	Doctorate's Degree or equivalent in Policy Development
(Years of experience)	0 to 1 year of similar experience for the project team leader resource.	Over 1 to 2 years of similar experience for the project team leader resource.	Over 3 to 4 years of similar experience project team leader resource.	Over 5 to 6 years of similar experience project team leader resource.	Over 6 years of similar experience for the project team leader resource.
Methodology	No Plan or irrelevant plan	Plan that only addresses the scope of work.	Plan indicating scope of work, proposed work schedule/ duty sheet to be provided.	Plan indicating scope of work, proposed work schedule/ duty sheet/ work plan to be provided with clear deliverables.	Detailed Plan indicating scope of work, proposed work schedule/ duty sheet/ work plan to be provided with clear deliverables and timeframes for each task to be completed, including a contingency plan

12.5 The Bids that fail to achieve a minimum of **65** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated on the second stage (Preference Points System).

12.6. Second Stage - Evaluation in terms of 80/20 Preference Points System

Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

12.7. Calculating of points for B-BBEE status level of contribution

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

12.8. Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

12.9 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency or a sworn affidavit will be considered for preference points. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.

12.10 Failure on the part of the bidder to comply with paragraphs 12.8 and 12.9 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

12.11 The Department of Agriculture, Land Reform and Rural Development may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

12.12 The points scored will be rounded off to the nearest 2 decimals.

- 12.13** In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 12.14** However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- 12.15** Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.
- 12.16** A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

13. FORMAT AND SUBMISSION OF BIDS

- 13.1** Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.
- 13.2.** In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining to mandatory requirements.
- a. Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
 - b. Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended or withdrawn after its date of submission.
 - c. DALRRD is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and DALRRD may reject any bid. DALRRD reserves the right to appoint more than one bidder whose bid most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the RFP.
 - d. DALRRD may, for any reason and at any time during the selection process, request any Bidder to supply further information and/or documentation. The appointment of the successful Bidder is subject to the conclusion of Service Level Agreement (SLA) between DALRRD and the successful Bidder governing all rights and obligations related to the required services. The SLA shall be prepared by DALRRD to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by DALRRD (whether arising from the specifications of the successful bidder's proposal or otherwise).
 - e. After careful consideration and thorough examination of the proposals, DALRRD shall select the successful Bidder whose proposal most closely satisfies the

criteria and the requirements. The lowest price (management fee) offered will not necessarily be a decisive factor in choosing between Proposals.

- f. Bidders which have not been selected shall be informed accordingly in writing and through publication of the successful bidder in the same media that was used to advertise the bid.

14. TERMS AND CONDITIONS OF THE BID

14.1 Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management general contract conditions.

14.2 The DALRRD and Service Provider will sign a Services Level Agreement upon appointment.

14.3 Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by DALRRD.

14.4 No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the DALRRD or except where duly authorized to do so in writing by the DALRRD.

14.5 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DALRRD.

14.6 The successful Service Provider agrees to keep confidential all records and information of, or related to the project and not disclose such records or information to any third party without the prior written consent of DALRRD.

14.7 The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

14.8 Disbursements in respect of all travelling and related expenses (including all travelling costs, time charges and subsistence allowances related thereto) around Gauteng Province will not be paid for. Bidders must make provision for and include all such costs in their bid when calculating the total bid price. The DALRRD must be visited as often as the work requires for the execution of all duties on the project.

14.9 Any accommodation, flights and/or car rental for service provider for travelling outside Gauteng Province will be arranged directly by the DALRRD and in accordance with its subsistence and travel policy and procedures.

14.10 Travel by air where it is deemed more practical, shall be limited to economy class and may only be undertaken with the prior approval of the DALRRD.

14.11 When using private vehicles, claims are limited to the tariff laid down from time to time by the Department of Transport for “A” category vehicles. (Distance between Service Provider’s office and home is viewed as private kilometres).

14.12 Accommodation shall be limited to three-star accommodation or lower.

14.13 Adherence to current Covid-19 Regulations is compulsory at all times.

15 INFORMATION SESSION

The Briefing sessions will be conducted via MS Teams. Those that are interested in attending this session, should send an email, requesting the link for the session and the closing time to obtain a link will be, an hour before the session starts. The Briefing session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise.

16. FINANCIAL PENALTIES

Financial penalties shall be imposed for agreed upon milestones, targets, and deadlines not met without providing timely notification of such delays and valid reasons for the delays. Supporting evidence that the delays were outside of the influence of the service provider must be provided.

17. PAYMENTS ON DATE OF DELIVERABLES

17.1 Payments will be made only for work performed to the satisfaction of DALRRD Project Management Team.

17.2 Original invoices to substantiate all costs must be provided. The invoices should include the Department’s order number that will be provided to the selected service provider upon acceptance of the bid.

17.3 Payment in respect of deliverables will be made at the intervals, and in accordance with the project milestones, predefined deliverables and percentages, as set out below, subject to the submission of detailed invoices, and subject to verification by the Project Management Committee.

No.	Project Phase	Phase Description	Deliverable	Payment
1.	Desktop analysis and research	Conduct a desktop analysis and research on the Objectives referred to in par. 4	A <u>comprehensive report</u> based on a desktop analysis and research	5% of total of value upon delivery and presentation of comprehensive report based on a desktop analysis and research and acceptance thereof by Branch Deeds.
2.	Development of Deeds Registration	<i>Development of a Deeds Registration Transformation</i>	<i>Deeds Registration Transformation Policy</i>	(1) 20% of total value upon delivery of 1st Draft Policy Document and

	<i>Transformation Policy</i>	<i>Policy that forms the basis for a comprehensive legal framework for deeds registration which address the project objectives outlined in paragraph 4.</i>		presentation and acceptance thereof by Branch Deeds; (2) 10% of total value upon delivery of 2nd Draft Policy Document and presentation and acceptance thereof by Branch Deeds; (3) 50% of total value upon delivery of Final Policy Document and presentation thereof and acceptance by Branch Deeds;
3.	Preparation of final report with recommendations	Consolidated final report	Consolidated final report with recommendations.	15% of total value upon delivery of final report and presentation of report and Policy to EMM and acceptance thereof by Branch Deeds.

17.4 Invoices must be sent to:

THE CHIEF REGISTRAR OF DEEDS
Private Bag X918
Pretoria
0001

18. UNDUE DELAY REMEDIES

Should it be found that the delay of the project in terms of the agreed time period is unreasonable then for every 5 (five) days or other stipulated time frame there shall be a penalty in terms of percentages which will be deducted from the payment as will be indicated in a Service Level Agreement with the Department.

19. REPORTING AND ACCOUNTABILITY

19.1 During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the project team or steering committee managing the service provider.

19.2 All information captured and or used to generate the outputs of the project remains DALRRD's property and must be handed over in its totality when the project is closed. This document together with all agreements to be or reached during the course of the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing).

19.3 The project will be signed off by the Project Manager when all the end products have been delivered.

20. PROJECT MANAGEMENT WITHIN THE DALRRD

20.1 This project will be facilitated by a team consisting of officials from the DALRRD.

20.2 The Service Provider and all team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties.

20.3 The selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and written approval from the DALRRD.

20.4 Staffing requirements identified on the onset of the project shall remain unchanged for the duration of the project, unless prior written consent has been granted by the DALRRD.

20.5. All team members that will be directly involved in the project may, at the sole discretion of the Registrar of Deeds: Legal Support and Deeds Training, be expected to attend all progress report meetings as scheduled. Due to the urgency of the project, time is of essence to this process and all work shall be submitted **when due**.

20.6 Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

21. SUB-CONTRACTING

21.1 The successful bidder is expected to inform the department of the sub-contracting arrangements and access to the sub-contracted entities for purposes of quality, compliance check, security and tax issues.

22. ENQUIRIES

Technical Enquiries	Mr George Tsotesti	012 338 7228 / 071 852 1003	George.tsotetsi@dalrrd.gov.za
Bid Admin Enquiries	Mr Buti Matjila	012 38 7208 / 082 385 4570	Buti.Matjila@dalrrd.gov.za

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 security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 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 Programme (NIP)** 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)