

## DALRRD-MP 0001 (2021/2022)

### APPOINTMENT FOR THE ACCREDITATION OF A PANEL OF ADMITTED CONVEYANCERS AND NOTARIES TO ATTEND TO THE REGISTRATION OF TRANSFER OF LAND IN MPUMALANGA FOR A PERIOD OF 36 MONTHS

Closing date of the bid is as follows:

**Date:**

20 May 2021

**Time:**

11:00

**Venue:**

**Department of Agriculture, Land Reform and Rural Development  
Acquisition Management (BIDS)  
17 Van Rensburg Street  
Block E  
Bateleur Building  
Nelspruit.  
1200.  
6<sup>th</sup> Floor.  
Tender Box.**

**For further enquiries:**

Bid Technical: Ms. M Senwana/ Mr K Matsane

Tel: (013) 754 8006/ (013) 756 6096

Email [makhanana.senwana@dalrrd.gov.za](mailto:makhanana.senwana@dalrrd.gov.za)/ [kabelo.matsane@dalrrd.gov.za](mailto:kabelo.matsane@dalrrd.gov.za)

Bid Administration: Nonhlanhla Hlatshwayo / Yvonne Molapo

Tel: (013) 754 8038/37/34 /082 947 6304

E-mail: [Nonhlanhla.hlatshwayo@dalrrd.gov.za](mailto:Nonhlanhla.hlatshwayo@dalrrd.gov.za)/

[Yvonne.macdonald@dalrrd.gov.za](mailto:Yvonne.macdonald@dalrrd.gov.za)

## **ADDRESS TO TENDER BOX**

**DALRRD- MP0001 (2021/2022) CLOSING DATE: 20 May 2021 AT 11:00**

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

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

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

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

The Bid documents must be deposited in  
The Bid box which is identified as the  
Bid/tender box of the



**Department of Agriculture, Land  
Reform & Rural Development  
Acquisition Management (BIDS)  
17 Van Rensburg Street  
Block E  
Bateleur Building  
Nelspruit.  
1200.  
6<sup>th</sup> Floor.  
Tender Box.**

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

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

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**SUBMIT BID IN A SEALED ENVELOPE**

**CHECKLIST WHEN SUBMITTING BID PROPOSAL/DOCUMENT**

**TENDER NO: DALRRD - MP0001 (2021/2022)**

**DESCRIPTION OF TENDER: APPOINTMENT FOR THE ACCREDITATION OF A PANEL OF ADMITTED CONVEYANCERS AND NOTARIES TO ATTEND TO THE REGISTRATION OF TRANSFER OF LAND IN MPUMALANGA FOR A PERIOD OF 36 MONTHS**

**ENSURE THAT PRIOR TO SUBMITTING THE TENDER TO THE DEPARTMENT THE FOLLOWING INFORMATION IS COMPLETED AND ATTACHED**

| Please indicate <b>YES</b> or <b>NO</b><br>✓ Place a Tick in the appropriate column  | <b>YES</b> | <b>NO</b> |
|--|------------|-----------|
| Admission as a conveyancer by the High Court and a minimum of three (3) years' experience of practicing as such.   |            |           |
| Letter of good standing from a Law Society / Legal Practice Council ( LCP).  |            |           |
| Proof of registered account, in good standing with the Registrar of Deeds Mpumalanga.  |            |           |
| Valid Fidelity Fund Certificate  |            |           |
| <b>A valid Tax Clearance Certificate and / compliance tax status pin:</b><br>In the case of where consortium/joint ventures are involved each party to the association must submit a separate valid Tax Clearance Certificate.         |            |           |
| <b>IN Cases of Joint Ventures submit Consolidated B-BBEE Certificate (Each party to the Joint Venture must submit separate B-BBBEE Certificate to verify if consolidated BBBEE was correctly calculated)</b>                           |            |           |
| Submit <b>B-BBEE Certificate</b>   |            |           |
| Submit Proof of Central Supplier Database ( <b>CSD</b> ) Registration printed from CSD.  |            |           |
| Signed Letter of authority on Company Letterhead is attached as per <b>(NB: Failure to submit proof of Authorisation to sign the tender with a specimen signature shall result in a Tender Offer being regarded as non-responsive)</b> |            |           |
| Fully completed all 1, 4, 6.1, 8 and 9 SBD forms.  |            |           |
| Are all addenda issued completed and returned (if applicable)  |            |           |

## **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 DRDLR (CRD-10) 2018/19, 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: .....



## agriculture, land reform & rural development

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

### MPUMALANGA PROVINCIAL SERVICE CENTRE

Directorate: Finance and Supply Chain Management Services

Private Bag 11305, NELSPRUIT, 1200; TEL: 013 754 8000 WEB: [www.drdir.gov.za](http://www.drdir.gov.za)

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

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**BID NO:** DALRRD-MP0001 (2021/2022)    **CLOSING TIME:** 11:00    **CLOSING DATE:** 20 May 2021

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

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find:
  - 2.1 Authority to Sign the Standard Bidding Documents (SBDs)  
On behalf of an Entity
  - 2.2 Invitation to Bid – SBD 1
  - 2.3 Declaration of Interest – SBD 4
  - 2.4 Preference Points Claim Form – SBD 6.1
  - 2.5 Contract Form– SBD 7.2
  - 2.7 Declaration of Bidder's Past Supply Chain Management Practices – SBD 8
  - 2.8 Certificate of Independent Bid Determination – SBD 9
  - 2.9 Supplier Maintenance (Bank Details) Form
  - 2.10 Terms of Reference
  - 2.11 General Conditions of Contract (GCC)
3. The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. Each bid document must be submitted in a separate 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 Department of Agriculture, Land Reform and Rural Development: MPSSC: 17 Van Rensburg Street, Bateleur Building, Block E, Nelspruit, 1200, 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**

**T.C CELE**

**DEPUTY DIRECTOR: DEMAND AND ACQUISITION MANAGEMENT**

**DATE: 23 April 2021**

## 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-MP 0001(2021/2022)  | CLOSING DATE:  | 20 MAY 2021                               | CLOSING TIME:  | 11:00   |
| DESCRIPTION   | APPOINTMENT FOR THE ACCREDITATION OF A PANEL OF ADMITTED CONVEYANCERS AND NOTARIES TO ATTEND TO THE REGISTRATION OF TRANSFER OF LAND IN MPUMALANGA FOR A PERIOD OF 36 MONTHS |  |   |  |         |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.2).</b>   |  |  |   |  |         |
| <b>BID RESPONSE DOCUMENTS MAY BE SUBMITTED TO:</b>  |  |  |   |  |         |
| BID RESPONSE MUST BE DEPOSITED INTO THE TENDER/BID BOX SITUATED AT:<br>DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT<br>MPUMALANGA SHARED SERVICE CENTRE,<br>17 VAN RENSBURG STREET, BATELEUR BUILDING, BLOCK E, SIXTH FLOOR.<br>NELSPRUIT |  |  |   |  |         |
| 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<br>[TICK APPLICABLE BOX]   |  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No  |   | B-BBEE STATUS LEVEL SWORN AFFIDAVIT<br><input type="checkbox"/> Yes<br><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<br><br>[IF YES ENCLOSE PROOF]   |   | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?<br><br>[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   |         |
| CONTACT PERSON  |  | NJ HLATSHWAYO / YT Molapo  |   | Ms. M Senwana/ Mr K Matsane  |         |
| TELEPHONE NUMBER  |  | (013) 754 8037 / 38/ /082 947 6304   |   | TELEPHONE NUMBER   |         |
| FACSIMILE NUMBER  |  |  |   | 013 756 6096/ 084 731 8457   |         |
| E-MAIL ADDRESS  |  | <a href="mailto:Nonhlanhla.hlatshwayo@dalrrd.gov.za">Nonhlanhla.hlatshwayo@dalrrd.gov.za</a><br>Yvonne.macdonald@dalrrd.gov.za |   | FACSIMILE NUMBER   |         |
|   |  |  |   | <a href="mailto:makhanana.senwana@dalrrd.gov.za">makhanana.senwana@dalrrd.gov.za</a><br><a href="mailto:kabelo.matsane@dalrrd.gov.za">kabelo.matsane@dalrrd.gov.za</a> |         |

## PART B TERMS AND CONDITIONS FOR BIDDING

|   |  |
|---|--|
| <b>1. BID SUBMISSION:</b>   |  |
| 1.1.  | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.  |
| 1.2.  | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE   |
| 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. |
| 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.                                |
| 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.  |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>   |  |
| 2.1   | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.   |
| 2.2   | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.  |
| 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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .   |
| 2.4   | BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.   |
| 2.5   | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.  |
| 2.6   | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.  |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |  |
| 3.1.  | IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>  |
| 3.2.  | DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>  |
| 3.3.  | DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>   |
| 3.4.  | DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>  |
| 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. |  |

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



## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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 a price quotation, advertised competitive bid, limited bid or proposal). 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, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

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.

<sup>1</sup>“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.

<sup>2</sup>“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 attached 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, **YES/NO**  
 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?

2.10.1 If so, furnish particulars.  
 .....  
 .....  
 .....

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

2.11.1 If so, furnish particulars:  
 .....  
 .....  
 .....

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

| Full Name | Identity Number | Personal Tax Reference Number | State Employee Number / Persal Number |
|-----------|-----------------|-------------------------------|---------------------------------------|
|           |                 |                               |                                       |
|           |                 |                               |                                       |
|           |                 |                               |                                       |
|           |                 |                               |                                       |
|           |                 |                               |                                       |
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|           |                 |                               |                                       |
|           |                 |                               |                                       |
|           |                 |                               |                                       |
|           |                 |                               |                                       |

**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 IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION  
PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

May 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

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

1.3 Points for this bid shall be awarded for:

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

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

|  | POINTS     |
|--|------------|
| <b>PRICE</b>   | <b>80</b>  |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | <b>20</b>  |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

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 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

|   |           |   |
|---|-----------|---|
| <b>80/20</b>  | <b>or</b> | <b>90/10</b>  |
| $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ | or        | $P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ |

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (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 (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1                                  | 10                              | 20                              |
| 2                                  | 9                               | 18                              |
| 3                                  | 6                               | 14                              |
| 4                                  | 5                               | 12                              |
| 5                                  | 4                               | 8                               |
| 6                                  | 3                               | 6                               |
| 7                                  | 2                               | 4                               |
| 8                                  | 1                               | 2                               |
| Non-compliant contributor          | 0                               | 0                               |

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

- 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 least 51% owned by:   | EME<br>√ | QSE<br>√ |
|---|----------|----------|
| 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 |  |  |
| <b>OR</b>                              |  |  |
| 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. ....   |

|                                     |
|-------------------------------------|
| .....<br>SIGNATURE(S) OF BIDDERS(S) |
| DATE: .....                         |
| ADDRESS .....                       |
| .....                               |
| .....                               |

## CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

|                  |       |
|------------------|-------|
| <b>WITNESSES</b> |       |
| 1                | ..... |
| 2                | ..... |
| DATE:            | ..... |

**CONTRACT FORM - RENDERING OF SERVICES**  
**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|------------------------|---------------------------------------|-----------------|-------------------------------------|--|
|                        |                                       |                 |                                     |  |

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## 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   | 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?<br><b>(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).</b><br><br>The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page. | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:   |                                 |                                |
| 4.2   | 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)?<br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:   |                                 |                                |
| 4.3   | 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?  | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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 consortium<sup>3</sup> 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.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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

# SUPPLIER MAINTENANCE



BAS  LOGIS

Office

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

**The Director General : Department of Rural Development and Land Reform**

I/We hereby request and authorise 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 authorised 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 responsibly 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 Name                 |  |
| Surname                    |  |

| Address Detail         |  |
|------------------------|--|
| Payment Address Line 1 |  |
| Payment Address Line 2 |  |
| Street Address Line 1  |  |
| Street Address Line 2  |  |
| Postal Code            |  |

| New Detail  |  |
|---|--|
| <input type="checkbox"/> New Supplier Information | <input type="checkbox"/> Update Supplier Information   |
| Supplier Type                                     | <input type="checkbox"/> Individual <input type="checkbox"/> Department    Department Number <input type="text"/><br><input type="checkbox"/> Company <input type="checkbox"/> Trust<br><input type="checkbox"/> CC <input type="checkbox"/> Other    Other Specify <input type="text"/><br><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 Account  |  |  |
|  | <input type="checkbox"/> Savings Account   |  |  |
|  | <input type="checkbox"/> Transmission Account  |  |  |
|  | <input type="checkbox"/> Bond Account  |  |  |
|  | <input type="checkbox"/> Other (Please Specify)  |  |  |
| ID Number  |  |  |  |
| Passport Number  |  |  |  |
| Company Registration Number  |  |  |  |
| *CC Registration   |  |  |  |
| * Please include CC/CK where applicable  |  |  |  |
| Practise Number  |  |  |  |
| <b>When the bank stamps this entity maintenance form they confirm that all the information completed by the entity is correct.</b> | <p><b>Bank stamp</b></p> <p>It is hereby confirmed that this details have been verified against the following screens</p> <p><b>ABSA</b>-CIF screen</p> <p><b>FNB</b>-Hogans system on the CIS4</p> <p><b>STD</b> Bank-Look-up-screen</p> <p><b>Nedbank</b>- Banking Platform under the Client Details Tab</p> |  |  |

### Contact Details

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

|                   | Supplier | Regional Office Sender |   |
|-------------------|----------|------------------------|---|
| Signature         |          |                        | Address of Rural Development and Land Reform Office where form is submitted from: |
| Print Name        |          |                        |   |
| Rank              |          |                        |   |
| Date (dd/mm/yyyy) |          |                        |   |
|                   |          |                        |   |



## agriculture, land reform & rural development

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

### MPUMALANGA SHARED SERVICE CENTRE: MPUMALANGA DIRECTORATE: TENURE SYSTEMS IMPLEMENTATION

Private Bag X11305, Nelspruit, 1200; 17 Van Rensburg Street, Nelspruit, 1200; Bateleur Office Park  
Tel: 013 - 754 8098; E-mail: [makhanana.senwana@drdlr.gov.za](mailto:makhanana.senwana@drdlr.gov.za); Website: [www.drdlr.gov.za](http://www.drdlr.gov.za)

## TERMS OF REFERENCE FOR THE ACCREDITATION OF A PANEL OF ADMITTED CONVEYANCERS AND NOTARIES TO ATTEND TO THE REGISTRATION OF TRANSFER OF LAND IN MPUMALANGA FOR A PERIOD OF 36 MONTHS

### 1. INTRODUCTION AND BACKGROUND

- 1.1. The Mpumalanga Provincial Shared Services Centre (MPSSC) has resolved to appoint duly Admitted Conveyancers and Notaries to attend to registration of transfer of land awarded to Restitution Claimants, Farm Dwellers, Labour Tenants and PLAS. Sellers of property are permitted to appoint their own conveyancing attorneys at their own cost.
- 1.2. In order to expedite the appointment of duly Admitted Conveyancers and Notaries and Notaries, it was resolved that the MPSSC creates a Roster of Conveyancers and Notaries in all Four Law Societies in South Africa who shall perform their functions under the supervision of the department or a person delegated hereto under whose jurisdiction the land to be transferred is situated.
- 1.3. Amongst others the Restitution Act provides that land that is acquired or expropriated in order to restore or award the land to a claimant, such land vests in the State, which must transfer it to the claimant, same as the Labour Tenant Act and ESTA, the land acquired for Labour Tenants and Farm dwellers must be transferred to them.
- 1.4. In settlement of claims in terms of the Restitution Act, nor settlement of Labour Tenants in terms of Labour Tenants Act, even securing of Tenure for Farm Dwellers the State on recommendation of the department (inter alia) purchases land from private owners, which land is transferred to successful claimants / applicants nor occupiers nor to the state in case where PLAS programme has been used.

### 2. PROJECT DESCRIPTION

- 2.1. The department wishes to appoint duly admitted Conveyancers and Notaries to attend to the registration of transfer of land awarded to claimants in terms of the Act from private owners to the State and from the State simultaneously to the successful claimants, who take transfer as nominees of the State.



TERMS OF REFERENCE FOR THE ACCREDITATION OF A PANEL OF ADMITTED CONVEYANCERS AND NOTARIES TO ATTEND TO THE REGISTRATION OF TRANSFER OF LAND IN MPUMALANGA FOR A PERIOD OF 36 MONTHS

- 2.2. Only service providers whose particulars appear on the database will be selected for an appointment to attend to transfer of land. The appointment will be done in line with the guidelines of the Preferential Procurement Policy Framework Act and Government's policy guidelines on Broad-Based Black Economic Empowerment. A roster system will be used for an appointment in terms of applicable South African legislation as per item 4 of the Terms of Reference.

### 3. PURPOSE

- 3.1. The purpose of this project is to register transfer of land awarded to Restitution claimants, Labour Tenants, Occupiers in terms of their Acts, into their names or legal entities established for the purpose of holding land for the claimants.
- 3.2. Or create a panel of Conveyancers and Notaries who are suitably qualified to undertake work related to the registration of transfer of land awarded to the claimants, Labour Tenants, Occupiers, and deal with any other matters incidental to transfer.

### 4. LEGAL AND POLICY FRAMEWORK

- 4.1. The Conveyancers and Notaries should be guided by relevant legislation and policies pertaining to their practice, including, but not limited to:
- a) The Constitution of the Republic of South Africa Act, 1996
  - b) Public Finance Management Act. 1 of 1999
  - c) Preferential Procurement Policy Framework Act 5 of 2000
  - d) Restitution of Land Rights Act, 22 of 1994
  - e) Deeds Registries Act 47 of 1937
  - f) Agricultural Holdings (Transvaal) Registration Act 22 of 1919 ("Northern Provinces")
  - g) Alienation of Land Act, 68 of 1988
  - h) Estate Agents Act, 112 of 1976
  - i) Expropriation Act, 63 of 1975
  - j) Financial Intelligence Centre Act, 38 of 2001
  - k) Formalities in respect of Leases of Land Act, 18 of 1969
  - l) Guardianship Act, 192 of 1993
  - m) Housing Consumers Protection Measures Act, 95 of 1998
  - n) Immovable Property (Removal or Modification of Restrictions) Act, 94 of 1965
  - o) Income Tax Act, 58 of 1962
  - p) Insolvency Act, 24 of 1936
  - q) Intestate Succession Act, 81 of 1987
  - r) Land Survey Act, 8 of 1997
  - s) Matrimonial Property Act, 88 of 1984
  - t) Removal of Restrictions Act, 84 of 1967
  - u) Subdivision of Agricultural Land Act, 70 of 1970
  - v) Transfer Duty Act, 40 of 1949
  - w) Trust Property Control Act, 57 of 1988
  - x) Value Added Tax Act, 89 of 1991; and



TERMS OF REFERENCE FOR THE ACCREDITATION OF A PANEL OF ADMITTED CONVEYANCERS AND NOTARIES TO ATTEND TO THE REGISTRATION OF TRANSFER OF LAND IN MPUMALANGA FOR A PERIOD OF 36 MONTHS

- y) Relevant Provincial Ordinances relating to local authorities, township development, subdivision and consolidation of erven, charges and levies, and related matters as may apply in the province where the Conveyancer practices.

**5. PROJECT GOALS**

- 5.1 The overall goal is the speedy registration of transfer of land to beneficiaries in terms of the applicable acts within the department. It is recorded that land will be transferred to the State, individuals and legal entities such as Trusts, Communal Property Associations, etc. Service providers will also be required to register conditions upon which the land was awarded to the land reform beneficiaries by the Minister of Agriculture, Land Reform and Rural Development, his or her delegate during the registration process.

**6. PROJECT CONTENT**

- 6.1 The sale agreement , Service Level Agreement which will be forwarded to the Conveyancer upon appointment, are the tools of reference and guidance for the transfer and registration of properties to the beneficiaries, together with supporting documents and instructions relating to investment of interest from relevant Legal Unit in the Province. The sale and service level agreement, are standard agreements which are in line with the Departmental policies.

**7. EXPECTED DELIVERABLES AND PERFORMANCE STANDARD**

- 7.1. Service Providers will be expected to transfer the property to be mentioned from the seller to the purchaser or the purchaser’s nominee including any conditions of title indicated in the sale agreement. In doing this, service providers will be expected to:
- a) Contact all relevant parties to make the necessary arrangements in order to get necessary transfer documents signed;
  - b) Scrutinize the sale agreement and ensure compliance with the clauses in the sale agreement, especially the clause that place added responsibility on the Conveyancer;
  - c) Liaise with the Legal Unit in the Province who issued instructions, in order to get transfer documents signed; the relevant contact person and number will be provided with instructions. The officer referred to in this clause will also be responsible to liaise and meet as will be agreed by both parties;
  - d) Inform the Legal Unit in the Province who issued instructions of the entire process and when documents have been lodged, the relevant contact person and number will be provided with instructions;
  - e) Perform

| <b>Phases/Tasks</b>   | <b>Deliverables</b>                                    | <b>Time Frame</b>  |
|---|--|--|
| Signature of agreements and lodgements of papers at the Deeds Office. | Provide report to the department and tracking numbers. | Two months from the date of instruction.   |
| Registration of property and transfer (including conditions of title) | Provide Title Deed.                                    | One month, if there are delays, inform the person referred to in 7.1 (c) in writing as the reasons |



TERMS OF REFERENCE FOR THE ACCREDITATION OF A PANEL OF ADMITTED CONVEYANCERS AND NOTARIES TO ATTEND TO THE REGISTRATION OF TRANSFER OF LAND IN MPUMALANGA FOR A PERIOD OF 36 MONTHS

|  |  |  |
|--|--|--|
|  |  | thereof and estimated timeframe the transaction will be completed. |
|--|--|--|

- 7.2. It is recorded that the standard terms of contract in the General Conditions of Contract (LA1.4) apply as if incorporated in these Terms of Reference and in instructions to be forwarded by the person referred to in 7.1(c) above.
- 7.3. Where there is unsatisfactory performance by the service provider, the department may take action in terms of the General Condition of Contracts (LA1.4) and Service Level Agreement.

## 8. LEVELS OF AUTHORITY AND COMMUNICATION

- 8.1. The confirmation of registration should be forwarded to Chief Director: MPSSC as the head of the office and marked for the attention of the person referred to in 7.1 (c).
- 8.2. A regular and effective communication process will be required to ensure involvement of all relevant stakeholders.

## 9. REPORTING FRAMEWORK

- 9.1. The Conveyancer shall report to the MPSSC (for the attention of the person referred to in 7.1 (c) at lodgement and registration stage during the course of the exercise.

## 10. TIME FRAME

- 10.1. The estimated time frame for the completion of all tasks as specified in the above table above is three months.

## 11. PAYMENT

- 11.1. The Conveyancer appointed for a specific transaction shall be paid in accordance with the approved and accepted deliverables as well as relevant legislation and/or the relevant Law Society.

## 12. MANDATORY REQUIREMENTS

Failure to submit the following requirements with the proposal will disqualify the bidder's proposal:

- 12.1. Admission as a Conveyancer by the High Court and minimum three [3] years' experience of practising as such.
- 12.2. Letter of good standing from a Law Society/ Legal Practice Council (LPC).
- 12.3. Proof of registered account, in good standing with the Registrar of Deeds Mpumalanga
- 12.4. Valid Fidelity fund Certificate
- 12.5. Valid Tax Clearance Certificate/ Valid Tax Compliance Status PIN
- 12.6. Central Supplier Database Report



TERMS OF REFERENCE FOR THE ACCREDITATION OF A PANEL OF ADMITTED CONVEYANCERS AND NOTARIES TO ATTEND TO THE REGISTRATION OF TRANSFER OF LAND IN MPUMALANGA FOR A PERIOD OF 36 MONTHS

- 12.7. Original or certified copy of Company/Close Corporation/ Partnership resolution authorising a particular person to sign the bid documents.
- 12.8. Fully completed SBD 1,4,6.1, 8 and 9.

### 13. EVALUATION PROCESS

- a) The proposal received will be evaluated on functionality
- b) The proposal requires 50 out of 100 points to qualify to be on the panel of service providers
- c) The evaluation on the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criterion and values.
- d) The applicable values that will be utilized when scoring each criteria ranges from 2 = being poor, 2 = being average, 3 = being good, 4 = being very good, 5 = being excellent

| Item No                        | Criteria   | Weights    |
|--------------------------------|--|------------|
| 1. Registration and experience | Experience as a Conveyancer and Notary (minimum 3 years)   | 30         |
| 2. Ability And Capability      | <ul style="list-style-type: none"> <li>Experience in drafting of deeds and documents of all different types of transactions including Land Reform transfers.</li> <li>Provide three (3) copies of registered transaction (lodgement cover, title deed of the transfer and other supporting documents lodged with the transaction) with the name of the conveyancer as a preparer obtained from the deeds office stamped for information use.</li> <li>Provide Deeds Office Tracking System (DOTS) report relating to the 3 copies of the registered transactions above.</li> </ul> | 30         |
| 3. Geographical Presence       | Bidders should have an office(s) that is located within Mpumalanga Province [Proof of business address e.g. Municipality Bill; Lease agreement; & Permission to Occupy [PTO] in the bidders' name or in one of the Directors' name.]   | 15         |
| 4. Project Proposal            | Bidders should provide a comprehensive project proposal indicating proposed methodology that will be applied in the event the bidder is given the task with clear proposed quality management plan/project plan (with time lines)  | 25         |
| <b>TOTAL</b>                   |  | <b>100</b> |

The proposals will be evaluated individually by Members of Bid Evaluation Committee in accordance with the above functionality criteria and values. There will only be one phase of evaluation.





TERMS OF REFERENCE FOR THE ACCREDITATION OF A PANEL OF ADMITTED CONVEYANCERS AND NOTARIES TO ATTEND TO THE REGISTRATION OF TRANSFER OF LAND IN MPUMALANGA FOR A PERIOD OF 36 MONTHS

The Service Provider involved with the Contract or having access to information relating to the Contract / Department shall sign an Oath of Secrecy and be prepared to go through the process of Security Clearance or Background checks as determined by the department.

**14. VARIATION CLAUSE**

14.1. No variations, addition, deletion from, or cancelling these Terms of Reference, and no waiver of any right under these Terms of Reference, shall be effective unless reduced to writing and signed by or on behalf of the parties.

**15. TERMS AND CONDITIONS**

- a) The accreditation process will be subject to the service provider's acceptance of the Government general conditions of contract.
- b) Accredited service providers are not guaranteed any work under this proposal.
- c) The basis of engaging service providers will be on an assignment basis/ as and when the need arises.
- d) In the event where there is more than one service provider accredited on the panel, and they have the necessary skills that are required to render a specific service, the department will issue Terms of Reference/Specifications to call for quotation and award the work accordingly.
- e) The department may at its sole discretion, award assignment or any part thereof to more than one accredited service provider.
- f) Payments will only be made for acceptable work completed and delivered.
- g) Any deviation from the project plan should be put in writing and signed by the project manager.
- h) The department reserves the right to terminate the contract of any service provider on the panel in the event that there is clear evidence of non-performance
- i) Failure to comply with any of these conditions will invalidate the proposal of the service provider
- j) The department reserves the right not to award the bid, or to various service providers
- k) Adherence to delivery timeframes (in some instances the time frame will be on a very short notice)



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

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

**8. Inspections, tests and analyses**

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



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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

**14. Spare parts**

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

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

**15. Warranty**

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

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

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

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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