

# SSC WC Q06 (2022/2023) DALRRD

**BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE ADJUSTMENT OF TITLE DEEDS, OVER A THREE (3) YEAR PERIOD TO SERVE UNDER THE PANEL OF LAND TITLE ADJUSTMENT COMMISSIONERS OF THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT FOR THE WESTERN CAPE PROVINCE.**

## **NON-COMPULSORY BRIEFING SESSION:**

DATE: 15 JULY 2022

VENUE: Microsoft Teams.

The non-compulsory briefing session will be held virtually via Microsoft Teams. Bidders must access the web version of Microsoft Teams in order to participate in the briefing session. Bidders who wish to attend the briefing session should do so by clicking on the link which is as follows:

[Click here to join the meeting](#)

### **Or join by entering a meeting ID**

Meeting ID: 387 004 587 829

Passcode: Ye7569

TIME: 11:00 AM

## **CLOSING DATE:**

DATE: 22 JULY 2022

TIME: 11:00 AM

VENUE: BID DOCUMENT TO BE SUBMITTED AT THE BID BOX SITUATED AT  
14 LONG STREET (NEXT TO SECURITY AREA)  
CAPE TOWN  
8000

**It is the prospective bidder's responsibility to ensure that the bid document reaches the departmental tender box before the closing date and time. Courier deliveries must be given instructions to drop proposals inside bid box as no waybills will be signed by any Departmental officials.**

**TECHNICAL ENQUIRIES** : Mr Siphamandla Mbebe  
TEL : (021) 409 0300  
MOBILE : 071 331 0880  
EMAIL : [siphamandla.mbebe@dalrrd.gov.za](mailto:siphamandla.mbebe@dalrrd.gov.za)

**BID RELATED ENQUIRIES** : Mr. Lincoln Mathebula  
TEL : (021) 409 0523  
EMAIL : [Lincoln.mathebula@dalrrd.gov.za](mailto:Lincoln.mathebula@dalrrd.gov.za)



# agriculture, land reform & rural development

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

**Chief Directorate:** Provincial Shared Service Centre: **Sub-Directorate:** Demand and Acquisition  
Management Services: **Enquiries:** Mr. Sicelo Zwane: **Tel:** (021) 409 0605

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**BID NUMBER: SSC WC Q06 (2022/2023) DALRRD**

**CLOSING TIME: 11H00**

**CLOSING DATE: 22 JULY 2022**

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL 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 the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD 1, SBD 4, SBD 6.1, terms of reference.
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

**SIGNED**  
**MR RACHEL MASWENENG**  
**(A) DEPUTY DIRECTOR: SUPPLY CHAIN AND FACILITIES MANAGEMENT SERVICES**  
**DATE: 08 JULY 2022**

## MAP TO BIDDER BOX (B BOX)

SSC WC Q06 (2022/2023) DALRRD CLOSING DATE: **22 JULY 2022**  
AT 11:00 AM.

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

IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO ENSURE  
THAT THE BID DOCUMENT REACHED THE DEPARTMENTAL  
TENDER BOX BEFORE THE CLOSING DATE AND TIME. COURIER  
DELIVERIES MUST BE GIVEN INSTRUCTIONS TO DROP  
PROPOSALS INSIDE BID BOX AS NO WAYBILLS WILL BE SIGNED  
BY OFFICIALS. THE DEPARTMENT WILL NOT TAKE  
RESPONSIBILITY FOR BID THAT HAVE NOT REACHED THE  
TENDER BOX ON THE CLOSING DATE AND TIME.

THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH  
BLACK INK SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT  
RETYPE.

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

Department of Agriculture, Land Reform & Rural Development Acquisition  
Management  
(TENDER BOX)  
14 LONG STREET  
CAPE TOWN  
8000

**It is the prospective bidder's responsibility to ensure that the bid document reached the  
departmental tender box before the closing date and time. courier deliveries must be  
given instructions to drop proposals inside bid box as no waybills will be signed by any  
officials.**

**THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM  
& RURAL DEVELOPMENT IS OPEN 08 HOURS A DAY, 5 DAYS A WEEK. THE BID BOX  
WILL BE CLOSED AT 11H00 AM WHICH IS THE CLOSING TIME OF BIDS.**

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE  
CORRECT ADDRESS  
**SUBMIT YOUR BID IN A SEALED ENVELOPE**

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT  
July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,



**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)					
BID NUMBER:	SSC WC Q06 (2022/2023) DALRRD	CLOSING DATE:	22 JULY 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE ADJUSTMENT OF TITLE DEEDS, OVER A THREE (3) YEAR PERIOD TO SERVE UNDER THE PANEL OF LAND TITLE ADJUSTMENT COMMISSIONERS OF THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT FOR THE WESTERN CAPE PROVINCE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (14 LONG STREET)					
14 LONG STREET (BID BOX AT THE GROUND FLOOR-SECURITY AREA)					
CAPE TOWN					
8000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Lincoln Mathebula		CONTACT PERSON	Mr Siphamandla Mbebe	
TELEPHONE NUMBER	021 409 0523		TELEPHONE NUMBER	(021) 409 0300/ 071 331 0880	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	lincoln.mathebula@dalrrd.gov.za		E-MAIL ADDRESS	Siphamandla.mbebe@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
[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]					

<p><b>1.1.1.1ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><b>1.1.1.2ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/>Yes                                      <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

## PART B TERMS AND CONDITIONS FOR BIDDING

<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. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal

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

investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature Date

.....  
Position Name of bidder



## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<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 a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE 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) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(s) “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Non-compliant contributor	0	0
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- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

- 7.1 B-BBEE Status Level of Contribution: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES		NO	
-----	--	----	--

- 8.1.1 If yes, indicate:

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

**(Tick applicable box)**

YES		NO	
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**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

9.8 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 contribution indicated in paragraph 7 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

paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p>
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## agriculture, land reform & rural development

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

# **TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE ADJUSTMENT OF TITLE DEEDS, OVER A THREE (3) YEAR PERIOD TO SERVE UNDER THE PANEL OF LAND TITLE ADJUSTMENT COMMISSIONERS OF THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT FOR THE WESTERN CAPE PROVINCE**

## **1. PROJECT OBJECTIVE**

To establish a panel of service providers who will provide adjustment of title deeds as Commissioners, where and when the need arises, in terms of the Land Titles Adjustment Act, 1993, Act No 111 of 1993, over a period of three (3) years for the Western Cape Province.

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

- 2.1. During the previous era, some black people had title deeds to their land and that was an exception as black people were, generally, prevented by law from registering property in their names. But when the holder of the title deed died the title was not updated to reflect the successor or heir, and this continued for generations resulting in the need to have state intervention as the costs to have the title adjusted would in some cases be more than the value of the land. It also made it difficult for subsequent heirs to receive the registration of those properties into their names as there was no proof that these properties were assets owned by their deceased parents.

- 2.2. In 1991 the then apartheid government developed a White Paper Policy on Land Reform and this resulted, among others, in the passing of the Land Title Adjustment Act 111 of 1993. Act 111 of 1993 seeks to adjust the title deeds in the name of the deceased owners to reflect the names of their heir/s.
- 2.3. Department of Agriculture Land Reform and Rural Development in order to implement both Act 111 of 1993 to regularize title deeds requires dedicated professionals with legal qualifications and experience.
- 2.4. To this end the department must establish a panel of service providers with qualifications and experience in law. The individuals must have practiced as a judge, magistrate or practices as an advocates or attorneys for an uninterrupted period of five years or more.
- 2.5. The Western Cape has land parcels that were designated as land wherein the provisions of Act 111 of 1993 applies. Project specific detailed terms of reference will be issued by the Provincial Office of the Department of Agriculture, Land Reform and Rural Development and will be given to the appointed Commissioner who is on the panel being established herein.

### **3. PROJECT DESCRIPTION**

The service providers to be appointed will be required

- 3.1. To to call for applications, investigate, make findings, survey, subdivide, allocate, distribute, transfer, handout title deeds of allocated land in line with the findings, comply with any other legal obligations regarding the land submit documents and records of all meetings as prescribed in the Land Title Adjustment Act, Act 111 of 1993.
- 3.2. The Commissioner will deal with the land within the assigned projects in terms of the Land Title Adjustment Act, Act 111 of 1993.
- 3.3. The appointed Commissioner must have established office in the Western Cape Province and such details must be indicated in the proposal.
- 3.4. The Commissioner shall be expected to attend regular progress meetings and submit report and times as contained in the project specific terms of reference.

#### **4. DELIVERABLES**

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

- 4.1. Receive and accept case allocation letter from DALRRD
- 4.2. Consult with the responsible officials in the Provincial and District offices of the DALRRD, and with clients at their convenience.
- 4.3. Develop a Project Implementation Plan and Work Plan detailing timeframes, milestones, tasks, and activities for the allocated Project in line with the terms of reference for the project.
- 4.4. Determine the cost and expenditure for the Project.
- 4.5. Submit an estimated budget required to execute the mandate in respect of the allocated Project.
- 4.6. Submit a preliminary report detailing the best way to provide services required.
- 4.7. Call for applications, investigate, make preliminary findings, and submit a preliminary finding for comments/ objections.
- 4.8. Make final findings, survey, subdivide, allocate, distribute, transfer and handout title deeds for allocated land to beneficiaries in line with the final findings.
- 4.9. Keep proper records of all meetings as prescribed by Act 111 of 1993, and all other records as may be required by DALRRD.
- 4.10. Submit compulsory monthly reports on the progress of the allocated Projects and submit reports as and when requested to do so.
- 4.11. Submit compulsory monthly invoices for any work done and or services rendered
- 4.12. Attend compulsory review meetings scheduled by the DALRRD for allocated Projects.
- 4.13. Attend compulsory training on land reform legislation and processes.
- 4.14. Perform all necessary administrative functions, where necessary appoint experts to undertake certain activities, as required in each allocated Project.
- 4.15. Enter into a service level agreement with the Department and comply with the terms thereof.
- 4.16. Secure written approval from DALRRD before deviating from the mandate as detailed in the allocation letter because no payment will be made to the panellist for any such work or services rendered without prior written approval.
- 4.17. Secure written allocation and distribution agreement before subdividing, partitioning and/ or transferring any land parcel.



- 4.18. Request and/or receive guidance from the Department where necessary and take swift appropriate corrective measures where legitimate complaints are logged against panel members.
- 4.19. Diligently attend to Projects allocated to them, provide quality services, and ensure that there are no deviations from the mandate without prior written approval by the DALRRD.
- 4.20. Submit a certificate of good standing (not older than six (6) months), and Fidelity Fund certificate (for the following year) by no later than 31 December of the preceding year for each year for the period of the three year contract, failure to submit the abovementioned documents may result in suspension within 30 days of notice and or removal from the panel within 60 days of notice.
- 4.21. Submit a closeout report at the finalisation of a case.

## **5. PROJECT MANAGEMENT**

- 5.1. The Director: Tenure Reform Implementation in the Western Cape Provincial Office of the Department of Agriculture, Land Reform and Rural Development is the overall manager of the project/s allocated to the Commissioner/s.
- 5.2. The DALRRD officials will be responsible for the overall management of the Projects as allocated to the panellist.
- 5.3. Each Project will be managed in accordance with case implementation plan dealing with stages, activities, milestone and timeframes of the case which must be developed by the panellist and must be in line with the target dates set by the DALRRD.
- 5.4. The DALRRD will conduct quarterly reviews for the duration of the contract to assess the performance of the panellist.
- 5.5. DALRRD may cancel the contract should the performance be found to be unsatisfactory during the reviews.

## **6. TIMEFRAME AND IMPLEMENTATION SCHEDULE**

The duration of the project will be three (3) years from the date the appointment letter would have been issued.

## **7. CONTRACTUAL OBLIGATION**

- 7.1. Work will be allocated to panellist using a competitive quotation system within the District where the Panellist is accredited, when the appointment of a Commissioner is required in a specific project
- 7.2. The overall project shall operate within the time frame and milestone stipulated in this document or those which will be agreed upon with the service provider and recorded in the service level agreement.
- 7.3. Payment will be made for work performed to the satisfaction of the DALRRD.
- 7.4. The DALRRD will assume full ownership of the reports, data and information obtained during the course of the project by the panellist and reserves the right to use them as it deems fit.
- 7.5. All such materials are and remain the property of DALRRD at all times and no document or part thereof may be reproduced, copied or distributed without the prior written consent of the DALRRD.
- 7.6. The contractual agreement relating to the project may not be amended without agreement of both parties.
- 7.7. **The services of the panellists will be engaged as and when required.**
- 7.8. **Being on the panel does not guarantee work from the Department.**
- 7.9. **During specific Project, panellist will be expected to respond within timeframe to be specified in the Project allocation letter.**
- 7.10. **Bidders must indicate the District they want to be accredited for within the Western Cape Province and provide proof of address for their office in the Western Cape Province.**
- 7.11. **A panellist may apply for her/his removal from the panel and such removal must be approved by the Department.**

## **8. PROPOSAL REQUIREMENT**

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

### **8.1. Capacity**

- A retired Judge, retired Magistrate or practices as an advocates or attorneys for an uninterrupted period of five years or more (Attach appointment letter as Judge or Magistrate, or admission certificate as Advocate or Attorney of the High court of South Africa).

- A retired Judge, retired Magistrate, Advocate or Attorney must practice as such for an uninterrupted period of five (5) years or more (Attach CV clearly demonstrating years of experience as either Judge, Magistrate, Advocate or Attorney in practices for an uninterrupted period of five (5) years).

## 9. MANDATORY REQUIREMENTS

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

- 9.1. Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- 9.2. Resolution authorizing a person to sign the bid documents (resolution on company letter head). Where the bidder is the sole proprietor/director in the firm or practice, a signed statement or resolution stating the fact that such sole proprietor or director is duly authorised such will suffice.
- 9.3. Bidders must have a minimum of level 1 BBBEE status level contributors (sworn affidavit or verified by verification agencies). ***Ensure that the commissioner puts a date of signature on the sworn affidavit to verify the period of validity of the certificate. The valid certificate is the one from SANA's only.***
- 9.4. An appointment letter as Judge or Magistrate, or admission certificate as Advocate or Attorney of the High court of South Africa.
- 9.5. A Certificate of Good Standing (not older than six (6) months).
- 9.6. A valid Fidelity Fund Certificate.
- 9.7. Written proof of physical address for the Bidder's office in the Western Cape Province (not older than six (6) months). This proof should bear the Bidder's details.
- 9.8. Bidders must indicate in the table the District they want to be accredited for within the Western Cape Province. **(See Annexure A). NB: The panellists are expected to understand the official languages of the selected District/s. The Department will not incur any costs for interpretation/ translation services.**

## 10. METHODS OF PAYMENTS

- 10.1. The Land Rights Management Facility tariff will be used for all services rendered, fees and disbursements by panel members and all experts and or to be appointed by them. The tariff may be updated from time to time (Refer to Annexure B).
- 10.2. Payments will be made when DALRRD is satisfied that the work performed by the service provider meets the required standard.

## 11. EVALUATION CRITERIA

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

CRITERIA	GUIDELINE FOR CRITERIA APPLICATION	WEIGHTS
<b>ABILITY &amp; CAPABILITY:</b>	An appointment letter as Judge or Magistrate, or admission certificate as Advocate or Attorney of the High court of South Africa.	10
<b>Practised as such for an uninterrupted period of five years or more</b>	A Judge, Magistrate, Advocate or Attorney who has practiced for an uninterrupted period of five (5) years or more experience.  (Attach CV clearly demonstrating years of experience as either Judge, Magistrate, Advocate or Attorney in practices for an uninterrupted period of five (5) years).	50
<b>Completed three (3) Land Reform Projects or administered three (3) deceased estates in full.</b>	Attach portfolio of evidence of completion certificates/judgements/letters of previous successful work performed by the Judge, Magistrate, Advocate or Attorney. The certificates /judgments / letters must clearly reflect the role of the Judge, Magistrate, Advocate or Attorney and must be duly signed. In the case of judgments, the names of bidder must appear thereon. In the case of letters/certificate they must be on bidder's	40

	client official letterheads with contact details and must be duly signed by clients.	
	<b>TOTAL POINTS ON FUNCTIONALITY MUST ADD UP TO 100</b>	<b>100</b>

## ASSESSMENT CRITERIA

- ✓ A Judge, Magistrate or an advocates or attorneys who has practiced as such for an uninterrupted period of five years or more.

Poor (score 1)	No resources provided.
Average (score 2)	Any number of resources provided who has not practiced as such for uninterrupted period of five (5) years.
Good (score 3)	Provide a minimum of one (1) Judge, Magistrate or an advocates or attorneys who has practiced as such for an uninterrupted period of five years or more.
Very good (score 4)	Provide a minimum of two (2) Judges, Magistrates or an advocates or attorneys who has practiced as such for an uninterrupted period of five years or more.
Excellent (score 5)	Provide a minimum of three (3) or more Judge, Magistrate or an advocates or attorneys who has practiced as such for an uninterrupted period of five years or more.

- The bidder must have successfully completed at least three (3) projects in land reform in full or administered three (3) deceased estates in full.
- Attach portfolio of evidence of completion certificates/judgements/letters of previous successful work performed by the Judge, Magistrate, Advocate or

Attorney. The certificates /judgments / letters must clearly reflect the role of the Judge, Magistrate, Advocate or Attorney and must be duly signed. In the case of judgments, the names of bidder must appear thereon. In the case of letters/certificate they must be on bidder's client official letterheads with contact details and must be duly signed by clients.

<p>Poor (score 1)</p>	<p>Attach no or 1 portfolio of evidence for completed projects in land reform or administered deceased estates, certificates of completion /judgements/letters of previous successful work performed by the Judge, Magistrate, Advocate or Attorney. The certificates /judgments / letters must clearly reflect the role of the Judge, Magistrate, Advocate or Attorney and must be duly signed. In the case of judgments, the names of bidder must appear thereon. In the case of letters/certificate they must be on bidder's client official letterheads with contact details and must be duly signed by clients.</p>
<p>Average (score 2)</p>	<p>Attach 2 portfolio of evidence for completed projects in land reform or administered deceased estates, certificates/ judgements/ letters of previous successful work performed by the Judge, Magistrate, Advocate or Attorney. The certificates /judgments / letters must clearly reflect the role of the Judge, Magistrate, Advocate or Attorney and must be duly signed. In the case of judgments, the names of bidder must appear thereon. In the case of letters/certificate they must be on bidder's client official letterheads with contact details and must be duly signed by clients.</p>
<p>Good (score 3)</p>	<p>Attach 3 portfolio of evidence for completed projects in land reform or administered deceased estates, certificates/ judgements/ letters of previous successful work performed by the Judge, Magistrate, Advocate or Attorney. The certificates /judgments / letters must clearly reflect the role of the Judge, Magistrate, Advocate or Attorney and must be duly signed. In the case of judgments, the names of bidder must appear thereon. In the case of letters/certificate they must be on bidder's client</p>

	official letterheads with contact details and must be duly signed by clients.
Very good (score 4)	Attach 4 to 5 portfolio of evidence for completed projects in land reform or administered deceased estates, certificates/ judgements/ letters of previous successful work performed by the Judge, Magistrate, Advocate or Attorney. The certificates /judgments / letters must clearly reflect the role of the Judge, Magistrate, Advocate or Attorney and must be duly signed. In the case of judgments, the names of bidder must appear thereon. In the case of letters/certificate they must be on bidder's client official letterheads with contact details and must be duly signed by clients.
Excellent (score 5)	Attach 6 or more portfolio of evidence for completed projects in land reform or administered deceased estates, certificates/ judgements/letters of previous successful work performed by the Judge, Magistrate, Advocate or Attorney. The certificates /judgments / letters must clearly reflect the role of the Judge, Magistrate, Advocate or Attorney and must be duly signed. In the case of judgments, the names of bidder must appear thereon. In the case of letters/certificate they must be on bidder's client official letterheads with contact details and must be duly signed by clients.

**The bids that fail to achieve a minimum of 70 points out of 100 points for functionally will not be included in the panel.**

## **12. TERMS AND CONDITIONS**

- 12.1. Awarding of a bid will be subject to the Service Provider's acceptance of the LRMF Tariff, Terms and Conditions
- 12.2. The appointed Service Provider will enter into service level agreement with the DALRRD, prior to commencement of the contract
- 12.3. The DALRRD reserves the right to terminate the contract in the event there is clear evidence of non-performance, misrepresentation and gross dishonesty and/or any other behaviour which then cause irreparable breakdown of the relationship

12.4. This proposal is not an offer to purchase any service or material, and the DALRRD will not incur or be liable of any cost associated with the preparation of this proposal.

### **13. CONTACT PERSON FOR ALL ENQUIRIES**

Mr Siphamandla Mbebe

Telephone 021 409 0300 /071 331 0880

Email: [siphamandla.mbebe@dalrrd.gov.za](mailto:siphamandla.mbebe@dalrrd.gov.za)

#### **Bid related enquiries:**

Mr. Lincoln Mathebula

Telephone (021) 409 0523

Email: [lincoln.mathebula@dalrrd.gov.za](mailto:lincoln.mathebula@dalrrd.gov.za)

### **14. PUBLICATION**

- Departmental website
- Closing 14 days after Publication

### **NON-COMPULSORY BRIEFING SESSION**

- There will be a briefing session to be held virtually on Ms Teams.
- Bidders are encouraged to attend briefing session