land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

OFFICE OF THE CHIEF LAND CLAIMS COMMISSIONER
Private Bag X833, Pretoria, 0001,
Address: 266 Pretorius Street, Centre Walk building, West Block, 7th floor
SUB: DIRECTORATE: SUPPLY CHAIN MANAGEMENT

LA 1.1

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT: COMMISSION ON RESTITUTION OF LAND RIGHTS

BID NUMBER: R-5/2/1/2/2-2026/2027

CLOSING TIME: 11:00 am **CLOSING DATE:** 27 NOVEMBER 2026

THE APPOINTMENT OF A NATIONAL PANEL OF SERVICE PROVIDERS TO SUPPORT THE DEPARTMENT AND COMMISSION ON RESTITUTION OF LAND RIGHTS OFFICES ACROSS ALL NINE (09) PROVINCES WITH THE RECRUITMENT AND PLACEMENT OF CONTRACT WORKERS FOR A PERIOD OF TWELVE (12) MONTHS.

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

1. Kindly furnish us with a bid for services shown on the attached forms.

2. Please find the Attached: LA1.1, LA1.2, LA1.3, LA1.6, LA1.7, SBD 1, SBD 3.3, SBD 4 General Contract Conditions (GCC) and Terms of Reference.

3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.

4. The attached forms must be fully completed in detail and returned with your bid. 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. ***(failure to comply will disqualify your proposal)***

Yours faithfully

Supply Chain Management

LA 1.2

R-5/2/1/2/2-2026/2027

THE APPOINTMENT OF A NATIONAL PANEL OF SERVICE PROVIDERS TO SUPPORT THE DEPARTMENT AND COMMISSION ON RESTITUTION OF LAND RIGHTS OFFICES ACROSS ALL NINE (09) PROVINCES WITH THE RECRUITMENT AND PLACEMENT OF CONTRACT WORKERS FOR A PERIOD OF TWELVE (12) MONTHS.

COMPLUSORY BRIEFING SESSION:

DATE :17 NOVEMBER 2026
TIME: 10:00 AM - 12:00 PM

CLOSING DATE: 27 NOVEMBER 2026 @11:00 AM

BID VALIDITY PERIOD: 90 DAYS

BID RELATED AND TECHNICAL ENQUIRIES: CLCCBIDS@dlrrd.gov.za

LA 1.3

MAP TO BIDDER BOX (TENDER BOX)

R-5/2/1/2/2-2026/2027 CLOSING DATE: 27 NOVEMBER 2026 AT 11:00 AM

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

BIDS RECEIVED AFTER THE CLOSING 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

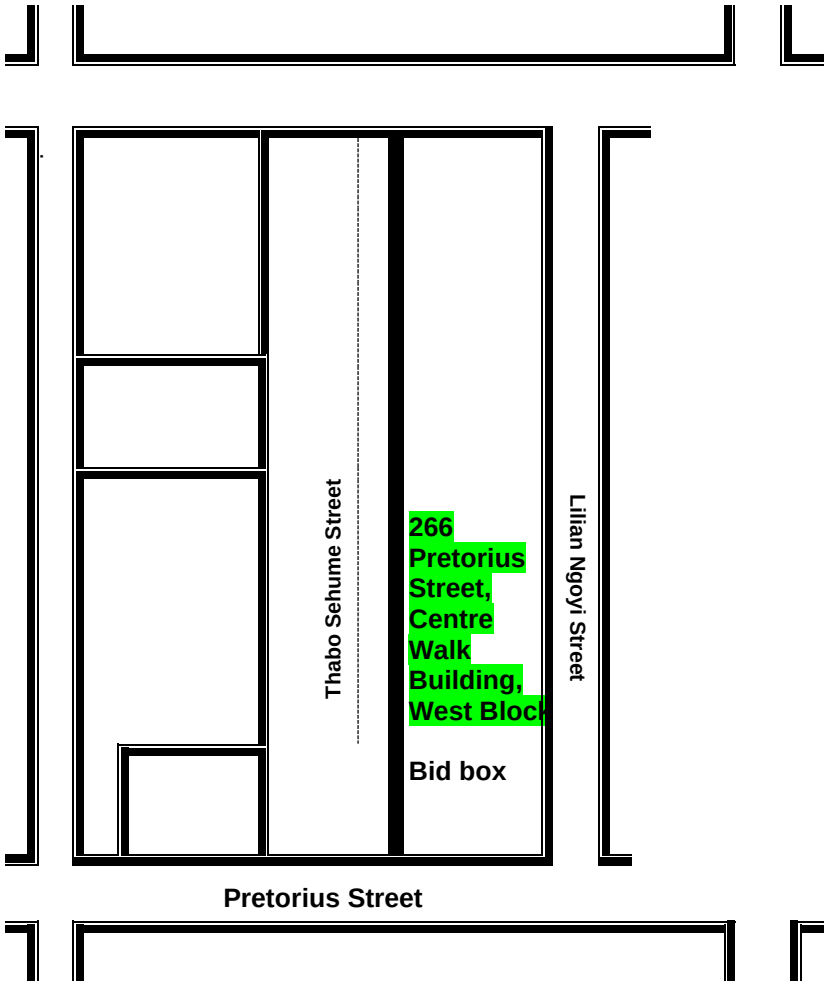
SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

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

THE COMMISSION ON RESTITUTION OF LAND RIGHTS
266 PRETORIUS STREET, CENTRE WALK BUILDING, WEST BLOCK, PRETORIA, 7TH FLOOR, RECEPTION AREA, TENDER BOX.

NB: THE BID BOX OF THE COMMISSION ON RESTITUTION OF LAND RIGHTS IS OPEN ON WEEKDAYS FROM 07:30 AM – 16:30 PM

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



LA1.6: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____

(*legally correct full name and registration number, if applicable, of the Enterprise)*

Held at _____ (*place)*

on _____ *(date)*

RESOLVED that:

1 The Enterprise submits a Tender to the Commission on Restitution of Land Rights in respect of the following project:

_____

_____

(*project description as per Tender Document)*

Tender Number: _____*(Tender Number as per Tender Document)*

2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____(*Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

1. ** Delete which is not applicable.*
2. ***NB**. This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Tendering Enterprise.*
3. *Should the number of Directors / Members / Partners exceed the space available above, additional names capacity and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

LA1.6 RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____
(*Legally correct full name and registration number, if applicable, of the Enterprise)*

held at _____ (*place)*

on _____ *(date)*

RESOLVED that:

1 The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

_____

_____
(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Commission on Restitution of Land Rights in respect of the following project:

_____

_____

_____
(*Project description as per Tender Document)*

Tender Number: _____(*Tender Number as per Tender Document)*

2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____*(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Commission on Restitution of Land Rights in respect of the project described under item 1 above.

4 The Enterprise choose as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Commission on Restitution of Land Rights in respect of the project under item 1 above:

Physical address: _____

_____

_____

_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. ** Delete which is not applicable.*
2. ***NB**. This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Tendering Enterprise.*
3. *Should the number of Directors / Members / Partners exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

LA1.6 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: (*legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1 _____

_____

2 _____

_____

3 _____

_____

4 _____

_____

5 _____

_____

6 _____

_____

7 _____

_____

8 _____

_____

Held at _____ (*place)*

on _____ *(date)*

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Commission on Restitution of Land Rights in respect of the following project:

_____

_____
(*Project description as per Tender Document)*

Tender Number: _____(*Tender Number as per Tender Document)*

B. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____*(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, not with standing its composition, shall conduct all business under the name and style of:

_____

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Commission on Restitution of Land Rights in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Commission on Restitution of Land Rights 30 days written notice of such intention. Not with standing such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Commission on Restitution of Land Rights, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Commission on Restitution of Land Rights referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Commission on Restitution of Land Rights in respect of the project under item A above:

Physical address: _____

_____

_____

_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1 ** Delete which is not applicable.*
2. ***NB**: This resolution must be signed by <u>all</u> the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender.*
3. *Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.*
4. *Resolutions, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture must be attached to the Special Resolution.*

LA1.7
AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000,*

MR A.F JONES

has been duly authorised to sign all documents in connection with

Contract no RDLR-0002(2012/2013), and any contract which may arise there from,

on behalf of *Mabel House (Pty) Ltd.*

SIGNED ON BEHALF OF THE COMPANY:	**(Signature of Managing Director)**
IN HIS CAPACITY AS:	**Managing Director**
DATE:	**20 May 2000**
SIGNATURE OF SIGNATORY:	**(Signature of *A.F Jones)***

As witnesses:

1. . . . . . .

2. . . . . . .

Signature of person authorised to sign the tender: . . . . . .

Date: . . . . . .

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (COMMISSION ON RESTITUTION OF LAND RIGHTS)					
BID NUMBER:	**R-5/2/1/2/2-2026/2027**	CLOSING DATE:	**27 NOVEMBER 2026**	CLOSING TIME:	**11:00 AM**
DESCRIPTION	**THE APPOINTMENT OF A NATIONAL PANEL OF SERVICE PROVIDERS TO SUPPORT THE DEPARTMENT AND COMMISSION ON RESTITUTION OF LAND RIGHTS OFFICES ACROSS ALL NINE (09) PROVINCES WITH THE RECRUITMENT AND PLACEMENT OF CONTRACT WORKERS FOR A PERIOD OF TWELVE (12) MONTHS.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

The Commission on Restitution of Land Rights

266 Pretorius Street, Centre Walk Building, West Block. 7TH Floor Reception, Pretoria,0001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	CLCCBIDS@dlrrd.gov.za	E-MAIL ADDRESS	CLCCBIDS@dlrrd.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA

POINTS FOR SPECIFIC GOALS **[TICK APPLICABLE BOX]**	Who had no franchise in national elections before the 1983 and 1993 Constitution?	Who is female	Who has a disability	Specific goal: Youth	Specific goal: Locality Promotion of South African owned enterprises.
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

POINTS WILL BE AWARDED FOR SPECIFIC GOALS AS PER SBD 6.1 – PROOF MUST BE SUBMITTED IN ORDER TO QUALIFY FOR SPECIFIC GOALS

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 5 of 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……BID NO.: **R- 5/2/1/2/2-2026/2027**

CLOSING TIME 11:00 CLOSING DATE: **27 NOVEMBER 2026**

OFFER TO BE VALID FOR **NINETY (90)** DAYS FROM THE CLOSING DATE OF BID.

Quantity	Items	Cost % Per Annum in management fees including 15% VAT (if applicable)	Cost in Rands Per Annum in management fees including 15% VAT (if applicable)
NB: Management fees% should include: Administrative Cost (Advertisement, Data capturing and screening, selection. Interviews, vetting and placement and other applicable costs)			
	SALARY LEVELS (PER ANNUM)		
1	**Level 3** R170 226,00	%	R
	37% in lieu of Benefits		
1	**Level 5** R237 453,00	%	R
	37% in lieu of Benefits		
1	**Level 6** R280 278,00	%	R
	37% in lieu of Benefits		
1	**Level 7** R338 106,00	%	R
	37% in lieu of Benefits		
1	**Level 8** R413 001,00	%	R
	37% in lieu of Benefits		
1	**Level 9** R 487 197,00	%	
	37% in lieu of Benefits		
1	**Level 10** R 605 742,00	%	R
	37% in lieu of Benefits		
1	**Level 11** R932 292,00	%	R
1	**Level 12** R 1 101 468	%	R

Any enquiries regarding bidding procedures may be directed to the –

THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT | COMMISSION ON RESTITUTION OF LAND RIGHTS

All technical enquiries should be directed to:
Email: CLCCBIDS@dlrrd.gov.za

All bid related enquiries should be directed to:
Ms. JN Duma
Email: CLCCBIDS@dlrrd.gov.za

Bidder Initial: .....

Bidder's Signature:.....

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 interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2 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 consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

THE NATIONAL TREASURY

Republic of South Africa



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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will bemanufactured.

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 excludingimmovable property, unless otherwise indicated in the biddingdocuments.

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following thedate of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8.1 All pre-bidding testing will be for the account of the bidder.

8. Inspections, tests and analyses

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 likelyduration 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 shallbe 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 opento 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 affectany 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

se, 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 orcertified 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 laterby him in writing and such postingshall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act aftersuch 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.

(b) aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwi

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.

land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

2030 NDP

TERMS OF REFERENCE FOR THE APPOINTMENT OF A NATIONAL PANEL OF SERVICE PROVIDERS TO SUPPORT THE DEPARTMENT AND COMMISSION ON RESTITUTION OF LAND RIGHTS OFFICES ACROSS ALL NINE (09) PROVINCES WITH THE RECRUITMENT AND PLACEMENT OF CONTRACT WORKERS FOR A PERIOD OF TWELVE (12) MONTHS.

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TERMS OF REFERENCE FOR THE APPOINTMENT OF A NATIONAL PANEL OF SERVICE PROVIDERS TO SUPPORT THE DEPARTMENT AND COMMISSION ON RESTITUTION OF LAND RIGHTS OFFICES ACROSS ALL NINE (09) PROVINCES WITH THE RECRUITMENT AND PLACEMENT OF CONTRACT WORKERS FOR A PERIOD OF TWELVE (12) MONTHS.

1. BACKGROUND

The Commission on Restitution of Land Rights (CRLR) is the custodian of the restitution process, being one of the two institutions that were established by Restitution of Land Rights Act. 1994 (Act no 22 of 1994)

The CRLR is under tremendous pressure to finalise outstanding claims, National and Provincial offices are under capacitated to effectively and efficiently carry out its mandate. The Department Cost of Employee (COE) has been reduced over the Medium-Term Expenditure Framework. It is requested that the goods and services budget be utilised for the temporary appointment of workers. To mitigate the risk of no service delivery, the CRLR would like to appoint a National panel of service providers to support the department and Commission on Restitution of Land rights offices across all nine (9) provinces with recruitment and placement of contract workers for a period of twelve (12) months for the provision of additional human capacity to perform various services.

2. MAIN OBJECTIVE OF THIS PROJECT

The main objective of this project is to appoint a National panel of service providers to support the department and Commission on Restitution of Land Rights offices across all nine (9) provinces with the recruitment and placement of contract workers for a period of twelve (12) months.

3. PROBLEM STATEMENT

The CRLR is tasked by the South African Government with addressing the land injustices from colonial and apartheid eras, encounters major obstacles in processing and finalising pending land restitution claims efficiently and effectively. These difficulties are intensified by limited institutional capacity at both national and regional levels, further strained by recent budget cuts for employees enforced by the National Treasury. The current resource limitations impede the CRLR's capacity to provide timely and fair restoration of land rights, affecting the achievement of both legal and moral obligations to return land and dignity to those forcibly displaced. Moreover, systemic challenges such as incomplete records, administrative inefficiencies, and intricate claimant disputes add complexity to the

restitution process, threatening delivery failures and undermining social justice objectives. To address these risks and maintain service delivery, the CRLR is exploring innovative solutions, including the temporary staff.

4. SCOPE OF WORK

I. Source a minimum of five (5) CVs of suitably qualified applicants in accordance with the provided job description and submit CVs within ten (10) days.
II. The service provider must source the candidates from requesting province.
III. To assess applicants' competencies and suitability against the job description, taking into consideration the key responsibility areas of the position.
IV. To provide CRLR with the credible security clearance and qualification vetting reports.
V. The appointed service provider will be responsible for appointing the successful candidate recommended by the CRLR for the period identified.
VI. To attend quarterly feedback meetings with the CRLR.
VII. To place, follow up and provide replacement in case of early terminations of replacement within 10 days.

5. DELIVERABLES

I. Submit a minimum of five (5) CVs of suitably qualified applicants within ten (10) days from requesting province.
II. Provide CRLR with the credible security clearance and qualification vetting reports.
III. Appoint the successful candidate recommended by the CRLR for the period identified.
IV. Attend quarterly feedback meetings with the CRLR.
V. Provide the replacement of the candidate within 10 days
VI. Management of candidates for duration of the contract.
VII. Pay all officials as per the job requirements from CRLR

6. CONTRACT WORKERS BENEFITS

The appointed contract workers benefits shall be derived in line with Basic Conditions of Employment Act as follows:

I. 15 annual leave days per 12-month cycle
II. Sick leave
III. Family responsibility leave
IV. Service provider is expected to pay 1% of the contract workers' UIF benefits
V. The service provider will be expected to cover the cost of candidate's leave provision
VI. The service provider is expected to cover group and disability insurance benefits.

7. NOTICE PERIOD

The CRLR shall provide the service provider with thirty (30) days' written notice of its intention to replace or terminate a contract worker, calculated from the contract worker's commencement date, where applicable.

8. TRAVELLING AND ACCOMODATION

Contract workers travelling expenses, accommodation and disbursements will be the CRLR responsibility in line with the departmental policies. Travelling costs from home to office and back is regarded as non-official travel and it will be the contract worker's responsibility.

All travel and accommodation arrangements involving travel to other provinces during the contract period shall be subject to prior authorisation by the duly delegated authority.

9. OVERTIME / EXTRA HOURS

Overtime shall only be worked when required and approved in writing in advance by the CRLR's duly delegated authority, in line with the Overtime Policy.

10. CANDIDATE APPOINTMENT PROCESS

The CRLR shall shortlist the candidates, inform the service provider who must ensure availability to attend interviews on the dates and the times determined.

11. EVALUATION PROCESS

After the closing date, the appointed evaluation panel will evaluate the proposals received. The following evaluation process shall be followed:

Stage 1		
Phase 1	**Phase 2**	**Phase 3**
Mandatory requirements	Administrative Compliance	Functionality and Due diligence

STAGE 1

i. PHASE1: MANDATORY REQUIREMENTS

Requirements	**Compliant**	**Non-compliant**
Compulsory briefing session attendance		
Valid and certified copy of registration certificate with a recognised Human Resource Professional Body. The certified must not be older than six (6) months on closing date of the bid.		

Confederation of Associations in the Private Employment Sector (CAPES)			
Association of Personnel Service Organisations (APSO)			
Institute of People Management (IPM)			
South African Board for People Practices (SABPP)			
Other			
Proof of valid registration with Department of Labour Private Employment Agency (PEA) Certificate (The certified copies must not be older than six (06) months on closing date of the bid.			
Valid Compensation for Occupation Injuries and Diseases Act (COIDA) Certificate / Letter of good standing.			
Service provide must fully complete pricing scheduled attached as SBD 3.3			
Proof of registration with UIF			

Failure to meet these mandatory requirements will result in the disqualification and the proposal will not be evaluated in the next phase.

ii. PHASE 2: ADMINISTRATIVE COMPLIANCE

The service providers are required to submit the following administrative compliance documents:

Administrative documents	Compliant	Non-compliant
Proof of Registration on Central Supplier Database (CSD) with National Treasury		
Fully Completed and signed Standard Bidding Documents (SBDs) Forms (SBD1 and SBD 4). General Conditions of Contract (GCC) initialised in all pages.		
Attach certified proof of identification of directors of not more than six (6) months on the closing date of the bid.		
Certified proof of Company registration (CIPC) of not more than six (6) months on closing date of the bid.		
Valid SARS Tax Compliance Status pin		
Company resolution		

Service providers will be required to comply with administrative documents. This proposal will not be awarded to any service provider who is not registered on the CSD, whose tax matters are not in order and is a restricted supplier.

****The Commission on Restitution of Land Rights reserves the right to verify the authenticity of the information submitted. The results of the verification will take precedence.**

iii. PHASE 3 FUNCTIONALITY EVALUATION AND DUE DILIGENCE

The service provider's proposal will be evaluated against the set criteria indicated below. The evaluation scoresheet will be used which will reflect the name of the service provider and the different criteria with space provided to record the points awarded and motivation for points awarded. The allocation of points will not be affected on a basis of consensus.

The following scoring matrix will be used:

SCORE	DESCRIPTION
5	Exceptionally exceeds requirements
4	Exceeds requirements
3	Fully complies with the requirements
2	Partially complies with the requirements
1	Does not Comply with the requirements
0	Unable to Evaluate

The following formula will be used to convert the points scored against the weight:

$$Ps = \left(\frac{So}{Ms} \right) x100$$

Where:

Ps = Percentage scored for functionality by proposal under consideration

So = Total score of proposal under consideration

Ms = Maximum possible score

Service providers will be expected to achieve a minimum threshold score of **70%** to proceed further in the evaluation process.

A due diligence process will be conducted on all service providers who meet or exceed the above threshold score. This may include a presentation by service providers with pre-determined questions posed by the CRLR, an investigation by the CRLR of the service provider's financial position, previous contracts carried out, availability of skills or knowledge, confirmation of the authenticity and content of the reference letters submitted, existing workload etc. Should negative feedback be obtained from the above exercise that will render the service provider unsuitable for executing this assignment, their proposal will be disregarded at this point.

Functionality Criteria

CRITERIA	**WEIGHT**	**SCORING GUIDELINE**
1 <u>COMPANY PROFILE</u> The service provider is required to demonstrate its company background, organogram, years of experience and recruitment		5= Detailed company profile, with at least 8+ years' recruitment experience in 5 or more specified functional areas. 4= Comprehensive company profile, with at least 4-7 years' recruitment

services offered. The service provider must have at least three (3) years of experience in at least three (3) of the following key functional recruitment areas: (Finance, HR, General Administration, Legal, SCM, Information Management and Operations.)	**30**	experience in 4 specified functional areas. 3= Adequate company profile, demonstrating at least 3 years of recruitment experience across at least 3 of the specified functional areas. 2= Company profile partially addresses the requirements, demonstrating 1–2 years of recruitment experience across at least 2 specified functional areas, with limited supporting evidence. 1= Very limited company profile, demonstrating less than 1 year of recruitment experience, with inadequate supporting evidence. 0= No company profile submitted
2. <u>TEAM COMPOSITION AND CURRICULUM VITAES</u> **<u>Project Manager</u>** Proof of project manager who will be responsible to execute the project, clearly indicating years of experience in leading recruitment activities with clients or within an organisation. CV/ Profile of Project Manager must be provided, it must specify date, month, year and activities. Project Manager should at least have **five** (**5) years** of experience	**15**	5= Ten (10) + years of experience in recruitment consultant activities 4= Six (6) to nine (09) years of experience in recruitment consultant activities 3= Five (5) years of experience in recruitment consultant activities 2= Three (3) to four (4) years of experience in recruitment consultant activities 1= One (1) to two (2) years of experience in recruitment consultant activities 0= Less than 12 months of experience; No CV provided; CV does provide any information regarding years of experience
<u>COMPANY CAPABILITY</u> The value of the current and or previous contract as per the submitted purchased order/		5= From R600 001 and above 4= From R400 001 to R600 000

completion certificate/ Reference letter not older than five (5) years. From: R600 001 and above From: R400 001 to R600 000 From: R300 001 to R400 000 From: R200 001 to R300 000 From: R0 to R200 000	**15**	3= From R300 001 to R400 000 2= From R200 001 to R300 000 1= From R0 to R200 000 0= No Information provided
3 <u>QUALIFICATIONS</u> **<u>Project Manager</u>** Project Manager should at least have **Degree (NQF 7)** in any of following fields • Human Resource Management • Industrial Psychology. • Human Resource Development • Business Management or Business Administration. • Labour Relations/ Law • Project Management • Social Sciences	**15**	5= Masters (NQF Level 9) 4= Post Graduate Diploma/ Honours (NQF Level 8) 3= Degree (NQF Level 7) 2= Diploma (NQF Level 6) 1=Higher certificate (NQF Level 5) 0= No qualifications submitted/ Matric Certificate
EXPERIENCE IN RECRUITMENT SERVICES The service provider must provide 3 reference or confirmation letters indicating successful execution in recruitment services within an organisation. • A letter must be on the letterhead of the client bearing dates	**25**	5= Five (5) or more compliant reference letters submitted, meeting all the stated requirements 4= Four (4) compliant reference letters submitted, meeting all the stated requirements 3= Three (3) compliant reference letters submitted, meeting all the stated requirements.

• Letter must contain contact details of the referee and be signed by relevant official • The services provided must be for recruitment services • Reference letters must state the duration of the contract • The submission of reference letters confirming service rendered must not be older than period of five (5) years on the closing date of submission.		2= Two (2) compliant reference letters submitted, meeting all the stated requirements. 1= One compliant reference letter submitted, meeting all the stated requirements. 0= No reference letters submitted. ***Reference letters that don't meet requirements will not be considered.***
Total Functionality Points	**100**	

iv. DUE DILIGENCE

The Commission of Restitution of Land rights (CRLR) will conduct one or more of the below due diligence methods:

- Presentation by bidders with pre-determined questions being posed by the CRLR or
- An investigation by the CRLR of the bidder's previous contracts carried out, availability of Skills or knowledge, existing workload or
- Confirmation of the authenticity and content of the reference letters submitted (Service providers must provide a minimum of three (03) signed reference letters of the same/similar work undertaken even if this method is not selected for due diligence).
- The Commission on Restitution of Land Rights (CRLR) reserves the right to do site inspection to shortlisted bidders.
- Should negative feedback be obtained from the aforementioned, that will render the bidder unsuitable to execute the assignment, their proposal will be disregarded at this point.

v. PRICING SCHEDULE: (SEE ATTCHED SBD 3.3 FOR COMPLETION

- No evaluation of pricing or specific goals will be conducted during the bidding process. However, service providers are required to complete the SBD 3.3 (pricing schedule) in respect of the services offered, as the appointment is for the establishment of a National panel of service providers. The completed pricing schedule will serve as a basis for contractual negotiations between the appointed service providers and the CRLR.

- Prices must be VAT inclusive only for the service providers that are registered as VAT vendors with SARS. If you are not registered VAT vendor, the prices should exclude the VAT amount.

- No other pricing related document will be considered except **SBD 3.3.** Only permissible salary deductions are allowed on salary paid to contract workers

- **NB:** Contract workers will be remunerated in accordance with the applicable Department of Public Service and Administration (DPSA) salary grades, plus a 37% provision up to salary level 10. The appointed service provider will charge a management fee for the placement and administration of contract workers. VAT, where applicable, shall be charged on the management fee only.

- Salaries will also be adjusted based on the CPI as of April 2027 in line with Civil Servants Bargaining Chamber resolutions. No payment will be made if services were not rendered.

STATUTORY BENEFITS FOR CONTACT WORKERS		
BENEFITS	**Days**	**Hours**
Annual leave (working days)	15	120 Hours
Sick leave	12	96 Hours
Public holidays	12	96 Hours
Family responsibility leave	3	24 Hours

vi. GEOGRAPHICAL SCOPE OF RECRUITMENT AND PLACEMENT SERVICES

The Commission intends to establish a national panel of service providers to provide recruitment and placement services for contract workers across all nine provinces. Appointed service providers will be required to source and identify suitably qualified candidates from within the respective provinces where the vacancies arise, ensuring

that candidate CVs are submitted for consideration and interviews within the relevant province.

12. DURATION

The duration of contract shall be a period of twelve (12) months commencing from the date of signing the contract.

13. CONTRACTUAL OBLIGATION

- The appointed service providers shall comply with all applicable legislation, regulations, government prescripts and CRLR policies.
- The service provider shall provide recruitment and placement services in accordance with the approved Terms of Reference and the CRLR's requirements.
- The service provider shall ensure that candidates meet the specified requirements and that all submitted information is accurate and verified.
- The service provider shall adhere to the approved pricing schedule, contractual terms, reporting requirements and agreed service delivery timelines.
- The service provider shall maintain confidentiality and comply with the Protection of Personal Information Act (POPIA).
- The CRLR shall monitor the service provider's performance and failure to comply with contractual obligations may result in corrective action or termination in accordance with the contract.
- The contract shall be valid for twelve (12) months. Appointment shall not guarantee any volume of work or placement requests.

14. VALIDITY PERIOD

All proposals must have a validity of ninety (90) days after closing date.

15. METHOD OF PAYMENTS

Payments shall be made monthly upon submission of a valid invoice, supported by the required documentation and verified by the CRLR. Payments shall be processed in accordance with the agreed contractual terms, approved pricing schedule and applicable government financial prescripts. The CRLR shall only pay for services rendered and duly approved.

16. TERMS AND CONDITIONS

- The CRLR reserves the right, subject to applicable contractual obligations and procurement prescripts, to negotiate and standardise the management fee applicable to all appointed service providers to ensure consistency and uniformity in the administration of employee-related management fees throughout the contract period.
- No award will be made to a service provider or its directors, partners, trustees or members who are listed on National Treasury Register for Tender Defaulters or restricted supplier lists. CRLR reserves the right to withdraw an award or terminate a contract if such information is subsequently established.
- The appointed Service Provider will enter into formal service level agreement with the CRLR, prior to commencement of the contract.
- The successful service provider, including personnel where applicable will be required to undergo security vetting and must comply with CRLR's confidentiality and information security requirements as stipulated on the SLA
- The appointed service provider shall only charge VAT on the management fee applicable to the placement and administration of contract workers. VAT shall not be charged on the salaries or remuneration of the contract workers.
- All successful agencies appointed will be approached to provide suitable candidates for positions (as and when required). The agency that provides the most suitable candidate will be paid the relevant management fee (based on the percentage fee quoted).
- The appointed service providers will be required to source and identify suitably qualified candidates from within the respective provinces where the vacancies arise, ensuring that candidate CVs are submitted for consideration and interviews within the relevant province.
- The CRLR 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.
- Should the service provider present information intentionally incorrect/fraudulently their proposal will be disqualified.
- It must be noted that payment will be made upon satisfactory delivery of the service and receipt of an invoice.

- The invoice will be paid within 30 days of receipt thereof. No deposit and advance payments will be made.
- Service providers must submit concrete proof of the existence of joint ventures and/or consortium arrangements (where applicable). The CRLR will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
- A Service provider is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of these terms of reference. In the event that the CRLR allows a Service provider to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the service provider and the CRLR will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.
- If a service provider breaches the conditions of this terms of reference and, as a result of that breach, the CRLR incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the service provider indemnifies and holds the CRLR harmless from any and all such costs which the CRLR may incur and for any damages or losses the CRLR may suffer.
- The Service Provider’s team members named in the proposal should be retained for the duration of the project. Any replacement of team members must first be discussed and approved by the (CRLR).
- Any change of information provided in the bid document that may affect service delivery by the successful bidder must be brought to Commission on Restitution of Land Rights’ attention as soon as possible. Failure to comply may result in the contract being terminated.

- The CRLR reserves the right not to award this contract, without liability for costs incurred by service providers in preparing or submitting their proposals.
- Service providers must comply with all applicable legislation, Treasury prescripts, the General Conditions of Contract (GCC) and CLRL applicable policies.
- A compulsory briefing session is to be held with service provider(s). Non- Attendance at the briefing session will disqualify service provider(s). All service providers must be present at the briefing session. No service provider will be accepted to into the meeting fifteen (15) minutes after the opening of the briefing session. Upon completion of the briefing session CRLR will retrieve the attendance register in Microsoft Teams and will serve as a proof of attendance as one mandatory conditions. An individual is prohibited from presenting more than one service providers.

17. ENQUIRIES

All Enquiries and must be directed to:

Email:CLCCBIDS@dlrrd.gov.za

18. COMPULSORY BRIEFING SESSION DETAILS:

Date: 17 November 2026
Time: 10:00 AM – 12:00 PM (2 Hours)

Microsoft Teams link:

https://teams.microsoft.com/meet/3245295452216698?p=vZ4oJDMGg1fpEJeZGn

Meeting ID: 324 529 545 221 669 8

Passcode: mV6Fz3cT

19. SUBMISSION

Closing Date and Time
Date: 27 November 2026
Time: 11:00
NB: No late submission will be accepted

PHYSICAL ADDRESS FOR SUBMISSION:

266 Pretorius Street and Cnr Thabo Sehume street, Centre Walk Building, West Block, Commission on Restitution of Land Rights, 7th Floor Reception inside a Bid Box.

Days and time for submission: (Monday to Friday; 07:30- 16:30)

20. APPROVAL OF TERMS OF REFERENCE

TERMS OF REFERENCE APPROVED