



KWAZULU-NATAL PROVINCIAL SHARED SERVICE CENTRE PRIVATE BAG X 9132, PIETERMARITZBURG, 3200
270 Jabu Ndlovu Street, PIETERMARITZBURG, 3201 Tel: (033) 264 9500

ENQUIRIES: Ms M Reddy / Mr N Ngcobo

BID NO: SS-KZN 5/2/1 (7056) 3P

The Managing Director
.....

Dear Sir / Madam

INVITATION TO SUBMIT A QUOTATION FOR THE APPOINTMENT OF A CONVEYANCER TO TRANSFER PROPERTY FROM HEROLD MEYER TO THEMBA ESTHER NDLOZI AND BUZETSHENI JOSHUA AND MWALONI HLAKANIPHILE MDLADLA: PORTION 4 (OF 2) OF THE FARM DOORKOP NO 172, REGISTRATION DIVISION HT, IN EXTENT OF 388,1546 HECTARES, IN THE PROVINCE OF KWAZULU-NATAL

1. Bid No.: **SS-KZN 5/2/1 (7056) 3P**
2. Closing Date: **28 November 2024 at 11h00am Telkom time**. Quotations submitted after this date will not be accepted. Please note that vat vendors must include VAT at 15%.
3. The attached documents consist of [] pages.
4. The conditions contained in Supply Chain Management (General Conditions and Procedures) and the attached SBD 1, SBD 3.3, SBD 4, SBD 6.1, terms of reference / specifications, entity forms, as well as any other conditions accompanying this request are applicable. Documents are to be completed, signed and witnessed (this is of utmost importance) and submitted with your proposal. Proof of delegation of authority to sign the documents must be included in your proposal.
5. If you are a shareholder or joint venture, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your bid price may be gauged. This information will be treated as strictly confidential. It is of utmost importance that the bidder should attach to the proposal, certified copies of shareholders certificates and identity documents.
6. **(Include the relevant Central Supplier Database summary report and the Tax compliance status pin or (valid tax clearance certificate)**
7. Please contact **Ms T Pillay** on **071 850 1786** for any technical queries related to the project.
8. All the documents accompanying this invitation must please be completed in detail where applicable and returned with your proposal. Emailed copies will be accepted. The use of correction fluid on the bid document is prohibited.
9. The appointed service provider will be required to sign a contract at the KwaZulu-Natal Provincial Shared Service Centre at 270 Jabu Ndlovu Street, Pietermaritzburg before the commencement of the project.
10. Please ensure that your quotation reaches this office before closing time.
11. When submitting your quotation the following information must appear on the sealed envelope:
Name and address of the bidder
Bid number
Closing date
12. All bids/quotations are to be numbered and initialled and sent for the attention of the Procurement Section and placed in the bid box on the first floor at 270 Jabu Ndlovu (Loop) Street, Pietermaritzburg OR if posted, place the aforementioned envelope in a covering envelope addressed as follows:
Bids, Department of Agriculture, Land Reform and Rural Development, Private Bag X9132, Pietermaritzburg, 3200, OR emailed to quotations23@dalrrd.gov.za. Failure to submit your quotation to the indicated email, your proposal will not be considered.
13. The Department of Agriculture, Land Reform and Rural Development is not bound to accept the lowest or any quotation and reserves the right to accept any quotation or part thereof.

Kind regards


DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT, PSSC KZN
FOR DIRECTOR -GENERAL: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
DATE: 21/11/2024

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SS-KZN 5/2/1 (7056) 3P	CLOSING DATE:	28 November 2024	CLOSING TIME:	11:00am Telkom time
DESCRIPTION	INVITATION TO SUBMIT A QUOTATION FOR THE APPOINTMENT OF A CONVEYANCER TO TRANSFER PROPERTY FROM HEROLD MEYER TO THEMBA ESTHER NDLOZI AND BUZETSHENI JOSHUA AND MWALONI HLAKANIPHILE MDLADLA: PORTION 4 (OF 2) OF THE FARM DOORNKOP NO 172, REGISTRATION DIVISION HT, IN EXTENT OF 388,1546 HECTARES, IN THE PROVINCE OF KWAZULU-NATAL				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
FIRST FLOOR, 270 JABU NDLOVU STREET, PIETERMARITZBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. M. Reddy		CONTACT PERSON	Ms T Pillay	
TELEPHONE NUMBER	033 264 9546		TELEPHONE NUMBER	071 850 1786	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	manisha.reddy@dalrrd.gov.za		E-MAIL ADDRESS	Thamaray.pillay@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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
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, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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.: SS-KZN 5/2/1 (7056) 3P
CLOSING TIME 11:00am Telkom time	CLOSING DATE: 28 November 2024

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VAT	AT	15%
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INVITATION TO SUBMIT A QUOTATION FOR THE APPOINTMENT OF A CONVEYANCER TO TRANSFER PROPERTY FROM HEROLD MEYER TO THEMBA ESTHER NDLOZI AND BUZETSHENI JOSHUA AND MWALONI HLAKANIPHILE MDLADLA: PORTION 4 (OF 2) OF THE FARM DOORNKOP NO 172, REGISTRATION DIVISION HT, IN EXTENT OF 388,1546 HECTARES, IN THE PROVINCE OF KWAZULU-NATAL

1. The accompanying information must be used for the formulation of proposals.
2. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

3. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----

4. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
-----	R-----	----- days

- 4.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....

TOTAL: R.....

Name of Bidder:

4.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

5. Period required for commencement with project after Acceptance of bid

6. Estimated man-days for completion of project

7. Are the rates quoted firm for the full period of contract?

8. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.

9. Adherence to Time Frame as per terms of reference (yes/no)

9.1 Time frame

Any enquiries regarding bidding procedures may be directed to the –

Mr N Ngcobo
Tel: 033 264 9551

Or for technical information

Ms T Pillay
Tel: 071 850 1786

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically Disadvantaged individuals”** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
- Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to invitations to tender:

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

2.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

2.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI on the basis of race	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
- **Percentage ownership equity** x 10 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
- **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
- **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:
- **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.
- 4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.
- 4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.
- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted: %
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:

6.2. Company registration number:

6.3. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

6.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



agriculture, land reform
& rural development

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



KZN: Provincial Land Reform Office, P/Bag X 9000, 188 Hoosen Haffjee Street, Pietermaritzburg 3200
Tel (033) 3554300 Fax (033) 3943753 EMAIL : Thamaray.pillay@dalrrd.gov.za

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A CONVEYANCER TO
TRANSFER FROM HEROLD MEYER TO THEMBA ESTHER NDLOZI AND BUZETSHENI
JOSHUA AND MWALONI HLAKANPHILE MDLADLA**

FILE REF : 19/3- 9/6/B/17

ATT : MRS NOMAPA MAGULA/ BONGANI MAGUDULELA

DATE : 21ST OCTOBER 2024

1. PURPOSE

- 1.1 To secure the services of a registered Conveyancer to effect the transfer of the above mentioned property from:-

HEROLD MEYER
IDENTITY NUMBER 760316 5106 08 4
MARRIED OUT OF COMMUNITY OF PROPERTY

TO

THEMBA ESTHER NDLOZI
IDENTITY NUMBER 491216 0236 08 1
UNMARRIED

AND

BUZETSHENI JOSHUA MDLADLA
IDENTITY NUMBER 581210 5387 08 3



CLASSIFICATION: GENERAL

SUBJECT: REQUEST TO THE DEPUTY DIRECTOR-GENERAL: RURAL DEVELOPMENT, TO APPROVE ADDENDUM TO THE COURSE SPECIFIC CONTRACT (CSC) FOR THE FITTER AND TURNER BETWEEN THE DALRRD AND MAJUBA TVET COLLEGE, TO ACCOMMODATE THE INTRODUCTION OF THE NATED N1 & N2 MECHANICAL ENGINEERING PROGRAMME, IN ORDER TO ASSIST NINE (9) NARYSEC-KZN LEARNERS TO BUILD A STRONG PORTFOLIO OF WORK, IN THEIR APPRENTICESHIP PROGRAMME.

AND

**MWALONI HLAKANPHILE MADLADA
MARRIED IN COMMUNITY OF PROPERTY TO EACH OTHER**

2. BACKGROUND

- 2.1 In terms of the new mandate of the Department all properties purchased in terms of the Department 's Tenure Polices and Programmes
- 2.2 The Project was approved on the 25TH JULY 2024
- 2.3 The Committee in terms of the Recommendations approved and release funds for conveyancing .
- 2.4 Herewith the signed sale agreement. (TAG A)

3. PROPERTY DETAILS

PORTION 4 (OF 2) OF THE FARM DOORNKOP NO 172
REGISTRATION DIVISION HT
PROVINCE OF KWAZULU- NATAL
IN EXTENT 388,1546 (THREE EIGHT EIGHT COMMA ONE FIVE FOUR SIX)
HECTARES)

4. MOTIVATION

The appointed Service Provider will be required to transfer the property/ies within six/eight weeks from date of instruction in terms of the Department Financial timeframes.

5. FINANCIAL IMPLICATIONS



CLASSIFICATION: GENERAL

SUBJECT: REQUEST TO THE DEPUTY DIRECTOR-GENERAL: RURAL DEVELOPMENT, TO APPROVE ADDENDUM TO THE COURSE SPECIFIC CONTRACT (CSC) FOR THE FITTER AND TURNER BETWEEN THE DALRRD AND MAJUBA TVET COLLEGE, TO ACCOMMODATE THE INTRODUCTION OF THE NATED N1 & N2 MECHANICAL ENGINEERING PROGRAMME, IN ORDER TO ASSIST NINE (9) NARYSEC-KZN LEARNERS TO BUILD A STRONG PORTFOLIO OF WORK, IN THEIR APPRENTICESHIP PROGRAMME.

5.1 The project was approved on the 25TH JULY 2024 for land acquisition for R 2 980 000.00 (TWO MILLION NINE HUNDRED AND EIGHT THOUSAND RANDS)

6. QUOTATION

6.1 The Service Provider s required to provide one quote to reflect the conveyancing costs:-

6.2 The quotation should reflect :

- Conveyancing fee
- Rates application

Please note that the Department is exempt from transfer duty , deeds fees, search vat and other deeds costs in terms of the Provisions of Land and Assistance Act 126 of 1993 as amended.

7. REPORTING MECHANISM

The Successful Service Provider would report to :-

MS TAMMY PILLAY
DEPUTY DIRECTOR- LEGAL
PROVINCIAL SHARED SERVICE CENTRE

TEL : 033 3554358
Email : Thamaray.pillay@dalrrd.gov.za
CELL : 0718501786



CLASSIFICATION: GENERAL

SUBJECT: REQUEST TO THE DEPUTY DIRECTOR-GENERAL: RURAL DEVELOPMENT, TO APPROVE ADDENDUM TO THE COURSE SPECIFIC CONTRACT (CSC) FOR THE FITTER AND TURNER BETWEEN THE DALRRD AND MAJUBA TVET COLLEGE, TO ACCOMMODATE THE INTRODUCTION OF THE NATED N1 & N2 MECHANICAL ENGINEERING PROGRAMME, IN ORDER TO ASSIST NINE (9) NARYSEC-KZN LEARNERS TO BUILD A STRONG PORTFOLIO OF WORK, IN THEIR APPRENTICESHIP PROGRAMME.

8. RECOMMENDATION

It is recommended that :-

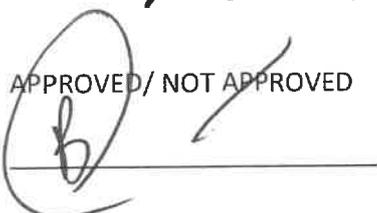
Procurement Services proceed with the process of inviting Conveyancing to Submit quotation to facilitate the transfer of the above project.

SUPPORTED/~~NOT SUPPORTED~~


MR J NTULI
DIRECTOR TENURE SYSTEMS REFORM
DATE 28/10/2024

APPROVED/~~NOT APPROVED~~

MR NHLANHLA CARLYLE MNDAWENI
CHIEF DIRECTOR PROVINCIAL SHARED SERVICE CENTRE-KZN
DATE : 28/10/2024

APPROVED/ NOT APPROVED

MS NOMAPHA MAGULA
DIRECTOR FINANCE AND SUPPLY CHAIN MANAGEMENT
PROVINCIAL SHARED SERVICE CENTRE-KZN
DATE : 06/11/2024



orig 1913-9161B117
Flem Doornkop

MEMORANDUM OF AGREEMENT

ENTERED INTO BETWEEN:

HEROLD MEYER

IDENTITY NUMBER 760316 5016 08 4

MARRIED OUT OF COMMUNITY OF PROPERTY

(Hereinafter referred to as "the Sellers")

And

1. THEMBA ESTHER NDLOZI

IDENTITY NUMBER 491216 0236 08 1

UNMARRIED

(A ½ UNDIVIDED SHARE)

2. BUZETSHENI JOSHUA MDLADLA

IDENTITY NUMBER 581210 5287 08 3

AND

MWALONI HLAKANPHILE MDLADLA

MARRIED IN COMMUNITY OF PROPERTY TO EACH OTHER

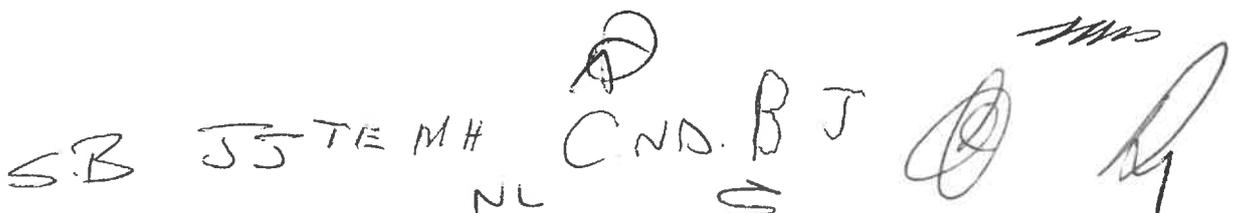
(A ½ UNDIVIDED SHARE)

And

NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

Herein represented by **NHLANHLA CARLYLE MNDAWENI** in his capacity as **CHIEF DIRECTOR OF THE PROVINCIAL SHARED SERVICE CENTRE KWAZULU- NATAL**, Department of Agriculture, Rural Development and Land Reform, he is being duly

S.B. J.J. TE MH NL CND. B J S



authorized thereto by the Delegations of the Provisions of Land and Assistance Act 126 of 1993 as amended.

(hereinafter referred to as "the Department ")

1. DEFINITION AND INTERPRETATIONS

For the purpose of this Agreement of Purchase and Sale, unless the content indicates to the contrary:-

1.1 "AGREEMENT" : means this Agreement of Purchase and Sale and all annexures (if any) hereto.

1.2 "CONVEYANCERS" : To be appointed by the Department of Agriculture Land Reform and Rural Development.

1.3 "DAYS" : when any numbers of days have been prescribed in this agreement, they shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or Public Holiday, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday.

1.4 "PARTIES" : means the Seller and the Purchaser and the

Handwritten signatures and initials: SB, JUSTICE, M4, NL, CMD, S, BJ, and two large signatures.

Department and "party" mean either of them as the context of the agreement may determine.

- 1.5 "DEPARTMENT" : means the Department of Agriculture Land Reform and Rural Development
- 1.6 "PROPERTY" : means the immovable property referred to in clause 2 of the agreement.
- 1.7 "VAT" : means Value Added Tax payable in terms of the Value Added Tax Act 89 of 1991 as amended
- 1.8 The singular shall include a reference to the plural and vice versa.
- 1.9 Words importing the masculine gender shall incorporate the feminine and neuter genders and vice versa.
- 1.10 Clause headings are inserted purely for the convenience and shall not be relevant in interpreting the contents of the clauses to they relate.
- 1.11 If any of the provision of this agreement is unenforceable for any reason whatsoever, such provision shall be deemed to be separate and severable from the agreement, without in any way affecting the validity of the remaining provisions of this agreement.
- 1.12 No indulgence or relaxation which the Purchaser may allow to the Seller in regard to the carrying out of the Sellers obligation in terms of or pursuant to this agreement shall prejudice the Purchaser 's rights under this agreement in any manner whatsoever, or be regarded as a waiver of the Purchaser's rights in

S.B

S. J. T. E. M. H.

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M.

terms of this agreement, or be construed to act as an estoppel against the Seller to otherwise strictly enforce compliance of the Purchaser's obligations in terms of this agreement.

2. RECORDAL

2.1 The Seller is the owner of certain immovable property hereinafter referred to.

2.2 The parties have reached a settlement agreement under Case No LCC 185/13 dated the 15th August 2024 and an Addendum to the Settlement agreement dated the 15th August 2024 wherein the parties agreed to the purchase of the undermentioned farm.

2.3 The parties hereby agree specifically subject to the terms and the conditions herein.

3. PURCHASE AND SALE

The Seller hereby sells to the Purchaser, who purchases the property of the Seller described as:

**PORTION 4 (OF 2) OF THE FARM DOORKOP NO 172
REGISTRATION DIVISION HT
PROVINCE OF KWAZULU- NATAL
IN EXTENT 388, 1546 (THREE EIGHT EIGHT COMMA ONE FIVE FOUR SIX)
HECTARES)**

together with all improvements thereon, if any ("the Property") SUBJECT to the following terms and conditions:

S.B. SS TE NH AD C.M.B.J. NL S [Signature]

NO	DESCRIPTION	CONDITION
A	HOME STEAD – THATCHED ROOF – 750 SQUARE METRES (ROOF STRIPPED)	SEE VALUATION REPORT
B	STORAGE SHED- 80 SQUARE METRES	
C	BASIC SHED – NO ROOF	
D	WINDMILL- WATER TOWER TO SUPPLY WATER- 10 SQUARE METRES	
E	5 DAMS	
F	NATURAL GRAZING – 381,1546 HECTARES- GOOD	
G	PERMANENTLY ESTABLISHED PASTURES6 HECTARES- NEGLECTED	

4. PURCHASE PRICE AND PAYMENT OF THE PURCHASE PRICE AND COSTS

- 4.1 The purchase price for the Property shall be R 2 980 000.0 (TWO MILLION NINE HUNDRED AND EIGHTY THOUSAND RANDS ONLY) plus VAT, if applicable. The Seller acknowledges that VAT is charged on the property at the rate of Zero percent in terms of Section 8 (5) read with Section 11 (2) (t) of the Value Added Tax, Act, (ACT No 89 of 1991) as indicated in a letter addressed by SARS to the Department of Land Affairs dated the 20th April 1999 under reference 28/2/1. The said circular is now replaced by Section 11 (1) (t) of the Value- Added Tax Act 89 of 1991.

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4.2 The Department undertakes to lodge with the Conveyancers within 7 (seven) days of date of request, such undertaking/s or bank guarantee as they may require for payment of the purchase price referred to in Clause 4.1.

4.3 The said purchase price shall be payable to the Seller without deduction on the date of registration of transfer of the property into the name of the Purchaser in the office of the Registrar of Deeds for the province of KwaZulu-Natal at Pietermaritzburg ("the transfer") and simultaneous cancellation of or release all bonds registered against the property.

5. OCCUPATION

The purchasers have been in occupation since 2018.

6. PASSING OF RISK

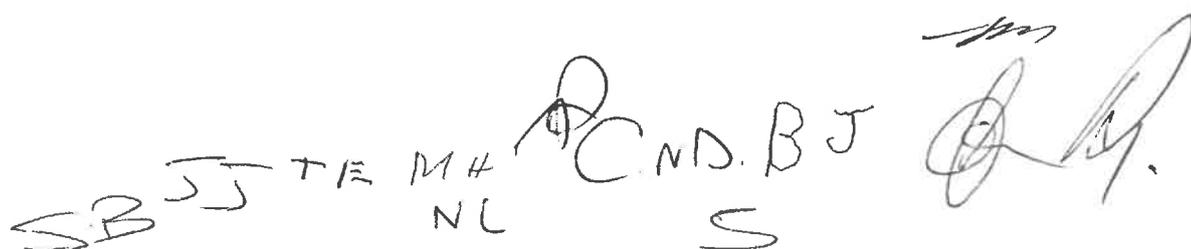
The property shall be at the risk of the Seller until the date of registration of transfer thereof into the name of the Purchaser and thereafter, it shall be at the risk of the Purchaser who shall pay all rates, taxes, insurance premiums and other outgoings on or in connection with the property as from such date.

7. TRANSFER

7.1 Registration of transfer shall be affected as soon as possible by the Conveyancers appointed by the Department.

7.2 All conveyancing fees and disbursements incidental to the preparation and registration of transfer to the Purchaser, including but not limited to transfer

SB JJ TE MH NL CND. BJ S



duty, any VAT and estimated pro rata share of rates, shall be paid by the Department on request by the Conveyancer.

- 7.3 The Parties undertake to furnish all such information and documentation as requested by the Conveyancers.
- 7.4 The parties entered into this agreement on the understanding that this transaction is subject to Value Added Tax at the rate of zero percent in terms of Section 11 (1) (t) of the Value Added Tax of 1991 or is exempt from Value Added Tax. If this is the understanding is incorrect and Value Added Tax is payable, the Seller shall be entitled to recover Value Added Tax from the Purchaser in addition to the purchase price, which shall be payable on demand.

8. SALE VOETSTOOTS

- 8.1 The property is sold voetstoots and the Seller shall not be liable for any defects, patent, latent or otherwise in the property nor for any damage occasioned to or suffered by the Purchaser by reason of such defect.
- 8.2 The property is further sold subject to all conditions of title, servitudes and other restrictions as held by the Seller provided that such conditions, title servitude and restrictions do not prevent the state from free and unrestricted ownership and further subject to such conditions of town planning and/ or zoning as may now exist or to be imposed by any competent authority. In the event of such a servitude being in existence the seller shall ensure that the holder of the right of the Servitude is notified of the change of ownership and all of/or if any payment/s or compensation for such Servitude/s is due owing and payable in the future that such payment/s or compensation shall be paid to the

S.B. J.J. TIE M.H. NL C.M.D. B J S 

Department of Agriculture, Rural Development and Land Reform from date of registration of Transfer.

8.3 The Purchaser acknowledges that it has satisfied itself as to the nature, locality boundaries and extent of the property and the Seller shall not be liable for any deficiency on the extent thereof nor shall he benefit by any surplus.

8.4 In terms of the National Environmental Management Biodiversity Act 2004 (Act No 10 of 2004) Alien and Invasive Species Regulations, 2014, the Seller declares that to the best of his knowledge there are no Invasive Alien Species, as per the National register of alien and listed invasive species, present on the property.

9. WARRANTIES

The Seller hereby gives to the Purchaser the under mentioned warranties each of which constitutes a material representation inducing the Purchaser to enter into this agreement:

9.1 It is not aware of any encroachments nor of any pending expropriation of the Property or of any portion thereof nor is it aware of any proposed rezoning of the Property.

9.2 To the best of the Seller's knowledge and belief no person and no representative of any community has, in terms of the Restitution of Land Rights Act No. 22 of 1994, lodged a claim for the restitution of the Property or any right in the Property.

S. B. J. T. E. N. H.
N. L.

C. M. D. B. J.
S

[Handwritten signature]

13. GAS CERTIFICATE CONFORMITY (IF APPLICABLE)

This clause is not applicable .

14. NATIONAL ENVIROMENTAL MANAGEMENT: BIODIVERSITY ACT NO 10 OF 2004 ALIEN AND INVASION SPECIES AND THE ANIMAL DISEASE ACT 35 OF 1984

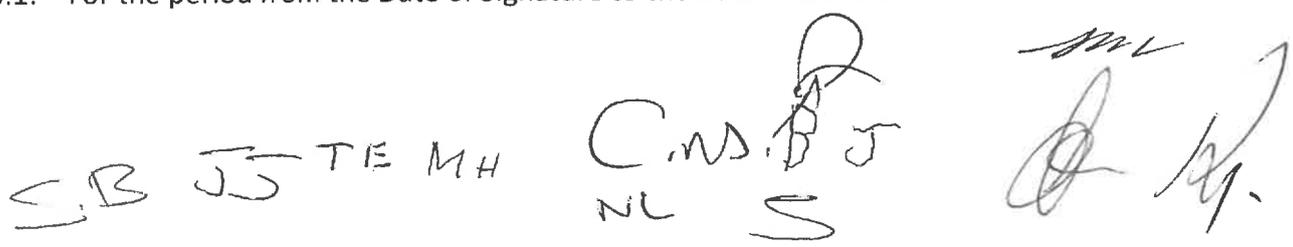
14.1 The Seller and Purchaser recognize the requirements of the above legislation and the requirements of compliance with the provisions of the National Environmental Management: BIODIVERSITY ACT NO 10 OF 2004 and Animal Disease Act (Act 35 of 1984).

14.2 The purchaser records however that the Purchaser is aware of the nature of vegetation on the properties. The purchaser records furthermore that it the intention of the Purchaser to address the issues of any invasive species and to put into practice a program dealing with the control thereof as may be necessary, but which program shall be implemented entirely in the discretion of the Purchaser.

14.3 In terms of the Animal Disease Act (Act 35 of 1984) the Seller/ owner of the animals and the land is obliged to test all animals as required by legislation and provide the necessary authorization and permits and reports from the state vet.

15. LAND USE AND MAINTENANCE

15.1. For the period from the Date of Signature to the Date of Transfer the Seller shall:


 The bottom of the page contains several handwritten signatures and initials. On the left, there are initials 'S.B', 'J.S', 'T.E', and 'M.H'. In the center, there are initials 'C.M.S.', 'B.J.', and 'N.L.' with a large 'S' below them. On the right, there are two more signatures, one appearing to be 'M.L.' and another that is less legible.

15.1.1 Use the farm in a law – abiding reasonable manner and will comply with all laws, statutory regulations, conditions of title, servitudes and any other law or by-law applicable to the farm or its use and will not permit any act or omission to take place which may be a nuisance to or cause damage to, the neighbouring properties.

15.1.2 not be entitled to demolish or in any way decrease the value of any existing building or improvement upon the property, or to do or allow anything to be done or omitted which may otherwise decrease the value of the property.

15.1.3 at its own cost, keep the farm and all improvements thereon in the same state of repair as it presently exists as at the date of signature hereof; wear and tear .

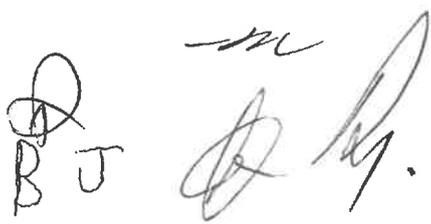
15.1.4 permit the Purchaser and its representatives to inspect the farm at any time.

15.1.5 ensure that grazing land as at date of signature hereof will is maintained in terms of sound agricultural practices and will ensure that all fire belts that are required in law are established kept and maintained.

15.2. If the seller has failed to comply with its obligations in terms hereof and the land including grazing land not in substantially the same order and condition it was in at the Initial Inspection, the Purchaser shall be entitled to:

(a) give the Seller written notice to comply with its obligations in terms hereof and restore the land including the grazing land to substantially the same order and condition it was in at the Initial Inspection, within fifteen (15) Business Days.

or

SB SS TE HH NL C.M.D. B J S 

- (b) give the Seller written notice calling on the Seller to meet with the Purchaser's Representative, through its duly authorised representative, within ten (10) Business Days and endeavour to agree on a reduction of the purchase price; or
- (c) give the Seller written notice of its intention to resile from this agreement. within seven (7) Days of the notice:

15.3 The Purchaser, through its duly authorised representative, shall be entitled to undertake the Final Inspection to confirm:

15.3.1 That the Seller complied with its obligations in terms hereof.

15.3.2 That the land including the grazing land is in substantially the same state and condition it was in at the Initial Inspection.

15.3.3 That the extent of the Farm under grazing is substantially the same as it was at the Initial Inspection; and

15.4 The Purchaser's Representative, shall be entitled to give written notice to the Seller should they dispute any of the items set out in this clause.

16. BREACH

16.1 Should any party (the Defaulting party) commit a breach of any of the provisions of this agreement, then the party which is not in breach (The aggrieved Party) shall be entitled to give the defaulting party written notice to remedy the breach. If the defaulting party fails to comply with that notice within 10

SB JS TE NH NL C.M.N. B J S R



(ten) days of receipt thereof, subject to any other provisions of this agreement to the contrary, the aggrieved party shall be entitled to cancel this agreement or to claim specific performance, in either event without prejudice to the aggrieved party's right to claim damages. The foregoing is without prejudice to such other rights as the aggrieved party may have in terms of this agreement, common law or statute.

16.2 In the event of the Seller cancelling this agreement as aforesaid, the Seller shall be entitled to retake possession of the property

16.3 In the event of either party being obliged to instruct attorneys to give notice to the other as a result of the breach of this agreement the defaulting party shall be responsible for all such legal costs thereby incurred on an attorney and client basis, including (if applicable) collection commission.

17. APPROVED BUILDING PLANS IN TERMS OF ACT 103 OF 1977 (THE NATIONAL BUILDING REGULATION AND BUILDING STANDARDS ACT)

There are no building plans.

18. SELLER RESIDENCY AND WITHHOLDING TAX

It is recorded that the Seller, Agent and the Purchasers are aware of an obligation on the part of the Purchaser to withhold part of the purchase price from the Seller, if he is a non-resident and pay such withheld portion to the South African Revenue Service (hereinafter referred to as SARS) in terms of Section 35 A of the Income Tax Act (hereinafter referred to as the Act) and in that regard.

18.1 The Seller warrants that he is/ is not RESIDENT of the Republic of South Africa

S.B. J.S. T.R. W.H. NL C.M.D. B.J. S.  

20. COMPANY TO BE FORMED

20.1 In the event of the Purchaser signing this agreement in his capacity as agent for a company to be formed and the Purchaser fails within 20 (twenty) days from the date of the acceptance and confirmation of this agreement or such company fails to adopt or ratify the agreement within 15 (fifteen) days after date of its incorporation. Then in such an event the Purchaser shall be deemed as from the date thereof to have entered into this agreement in his personal capacity and to have acquired all the rights and obligation of the purchaser under this agreement.

20.2 In the event of such company being registered and duly adopting or rarifying this agreement or the nomination effected, then the Purchaser by his signature hereunder shall be deemed to bind himself to the seller and or agent as surety and co-principal debtor in solidum which such company for the due performance by it as purchaser of the terms and condition and obligations arising out of this agreement.

21. JURISDICTION OF THE COURTS

Either party shall have the option:

21.1 to institute any action or proceedings arising out of this Agreement in the Magistrate's Court of competent jurisdiction notwithstanding the fact that the amount involved in such action or proceeding may be beyond the jurisdiction of a Magistrate Court. The other party hereby consents to any action or proceeding brought against him by the first mentioned party in such court; or

21.2 to institute such action or proceeding in a High Court of competent jurisdiction.

S.B JS TE NH CND BT [Signature] [Signature]

22. NOTICES AND DOMICILIA

The parties choose as their *domicilia citandi et executandi* as follows: -

22.1 THE SELLER

23 PLUTO AVENUE
SIGNAL HILL
NEWCASTLE
2940

J S N-L
J E
B T

22.2 THE PURCHASER

Portion 4 (of 2)
of the farm
Doornkop
No. 172, Utrecht
2944

C.N.D.
M. J. N-L
M. J. N-L
C.N.D. M. J. N-L

22.3 THE DEPARTMENT

188 HOOSSEN HAFJEJEE STREET
PIETERMARITZBURG
3201

S.B. S J T E N/H C N.D. B J
S N-L M. J. N-L

And agree that any notice or document sent by prepaid registered post to such address shall have been deemed to have been received by the addresses on the day but 7 (Seven) following day of posting thereof. Either party may change domicilium from time to time provided that the new domicilium shall be situated in the Republic of South Africa and any change shall be effective only upon receipt of notice in writing by the other party.

23. ORAL VARIATION NOT PERMITTED

The agreement contains the whole agreement between parties and any other terms, provisions or conditions, whether express or implied, are excluded herefrom and any variation alteration and addition to this agreement shall be of any force or effect unless reduced to writing and signed by the parties hereto.

24. WARRANTY AS TO STATUS AND CAPACITY

The parties warrant that, if acting in a representative capacity, they are duly authorized by resolution of their principal.

25. PRE AND POST INSPECTION OF THE PROPERTY

The parties will agree on the dates and times that the pre and post inspection of the property/ies will be conducted by the Department and purchasers.

SB JJ TR M H NL C.N.D. B J R M

30.2 The following condition shall be made a condition on the title deed in favor of the department of Agriculture Land Reform and Rural Development.

The property is to be transferred subject to the following restrictive condition of title: -

The property may not be sold or transferred without the prior written consent of the Minister of Agriculture Land Reform and Rural Development, unless the property is first offered to the Minister of Agriculture Land Reform and Rural Development , who shall have the right of first refusal. The Minister shall have 10 working days within which to acknowledge the offer and a further 90 days thereafter within which to conclude an agreement for the acquisition of the property, failing which the offer will lapse.

SIGNED BY THE SELLER AT Newcastle THIS 4th DAY OF October 2024

AS WITNESSES: -

- 1.
- 2.







HEROLD MEYER

SB SS TE M/H NL S C.A.D. BJ 

SIGNED BY THE PURCHASER AT Newcastle THIS 04th DAY OF October 2024

AS WITNESSES: -

1. [Signature] THE NDLOZI
THEMBA ESTHER NDLOZI

2. [Signature]

SIGNED BY THE PURCHASERS AT Newcastle THIS 04th DAY OF October 2024

AS WITNESSES: -

1. [Signature] BUZOSHUA
BUZETHSHENI JOSHUA MDLADLA

2. [Signature] NH MDLADLA
MWALONI HLAKANPHILE MDLADLA

SIGNED BY THE DEPARTMENT AT DIETERMADITZBURG THIS 17 DAY OF OCTOBER 2024

AS WITNESSES: -

1. [Signature]

[Signature]

NHLANHLA CARLYLE MNDAWENI

OBO DALRRD

THAMARAY PILLAY

Department of Agriculture,
Land reform & Rural development

2. COMMISSIONER OF OATHS - EX-OFFICIO
188 HOUSEN HAFEEJE STREET
DIETERMADITZBURG 7800

SB SS TE NH CND.BJ
NL S S [Signature]



SUPPLIER MAINTENANCE



BAS

LOGIS

Office

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

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

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

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

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

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

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

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

Company / Personal Details	
Registered Name	
Trading Name	
Tax number	
Vat Number	
Title	
Initials	
First Name	
Surname	

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

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

Supplier Account Details

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

Account Name	
Account Number	
Branch Name	
Branch Number	

Account Type	<input type="checkbox"/> Cheque Account	
	<input type="checkbox"/> Savings Account	
	<input type="checkbox"/> Transmission Account	
	<input type="checkbox"/> Bond Account	
	<input type="checkbox"/> Other (Please Specify)	

ID Number	
Passport Number	
Company Registration Number	
*CC Registration	

* Please include CC/CK where applicable

Practise Number	
-----------------	--

When the bank stamps this entity maintenance form or provides an electronic bank stamp/letter attached to the entity maintenance form they confirm that all the information completed by the entity is correct.

Bank stamp

It is hereby confirmed that this details have been verified against the following screens
ABSA-CIF screen
FNB-Hogans system on the CIS4
STD Bank-Look-up-screen
Nedbank- Banking Platform under the Client Details Tab

Contact Details

Business	Area Code	Telephone Number	Extension
Home	Area Code	Telephone Number	Extension
Fax	Area Code	Telephone Number	
Cell	Cell Code	Cell Number	
E-mail Address			

Contact Person	Supplier details	Departmental sender details
Signature		
Print Name		
Rank		
Date (dd/mm/yyyy)		

Address of Agriculture, Land Reform and Rural Development Office where form is submitted from:

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.

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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 be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)