



SOUTH AFRICAN HERITAGE RESOURCES AGENCY

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TERMS OF REFERENCE

RFQ SAHRA 13/2026

**THE SOUTH AFRICAN HERITAGE RESOURCES
AGENCY INVITES SUITABLY QUALIFIED AND
EXPERIENCED SERVICE PROVIDERS TO SUBMIT
QUOTATIONS FOR EXTERNAL MEDIATOR IN
WORKPLACE DISPUTE RESOLUTION**

SCM TERMS OF REFERENCE

1. PURPOSE

- 1.1 The purpose of this bid is to find a suitable Service Provider to submit quotations for external mediator in workplace dispute resolution

2. BACKGROUND

- 2.1. This document outlines the Terms of Reference (ToR) for engaging an external mediator as a third party to assist in resolving a workplace dispute between a manager and an employee. The aim is to foster constructive dialogue, address underlying relationship issues, and support both parties in reaching a fair and sustainable resolution.

3. OBJECTIVES

- 3.1. The primary objectives of engaging an external mediator include:
- To provide a neutral platform for both the aggrieved manager and the.
 - Employees to express their concerns and perspectives.
 - To facilitate open communication and understanding between the parties involved.
 - To identify the underlying issues affecting the working relationship.
 - To assist both parties in exploring potential solutions and developing mutually acceptable agreements.
 - To promote a positive workplace culture that encourages collaboration and respect.

4. SCOPE OF WORK

- 4.1. The external mediator will be responsible for the following:
- Conducting an initial assessment of the dispute through individual meetings with both the manager and the employee.
 - Organizing and facilitating joint mediation sessions to encourage dialogue and negotiation.
 - Providing a safe and confidential environment for discussions.

- Guiding both parties in articulating their needs and interests.
- Assisting in identifying common ground and potential solutions.
- Offering recommendations for improving the working relationship going forward.
- Documenting the outcomes of the mediation sessions and any agreements reached

5. MEDIATOR SELECTION CRITERIA

5.1. The appointed external mediator should possess the following qualifications:

- Proven experience in workplace mediation and conflict resolution.
- Strong understanding of South African labour laws and organizational dynamics.
- Excellent interpersonal and communication skills.
- An ability to remain neutral and impartial throughout the process.
- Relevant certifications or qualifications in mediation or conflict resolution.

6. METHODOLOGY

6.1. The mediation process will involve the following steps:

- Pre-Mediation: Individual meetings with each party to gather information about their perspectives and concerns.
- Joint Mediation Sessions: Facilitation of discussions between the manager and the employee, focusing on communication, understanding, and resolution.
- Follow-Up: Ongoing support as needed to ensure the implementation of agreed solutions and to monitor the progress of the relationship.

7. CONFIDENTIALITY AND ETHICS

- ### 7.1.
- All discussions held during the mediation process will remain confidential, and the mediator will adhere to ethical standards to protect the integrity of the process.

8. TIMELINE

- 8.1. The mediation process is expected to be completed within [insert timeframe], with key milestones established at the start of the process.

9. REPORTING

- 9.1. Upon completion of the mediation sessions, the external mediator will provide a summary report detailing the outcomes and any agreements made. This report will be shared with both parties and relevant management personnel, as appropriate.

10. BUDGET

- 10.1. The cost of engaging the external mediator will be pre-approved and allocated from the HR budget, with transparency regarding any additional expenses incurred during the process.

11. CONCLUSION

- 11.1. The engagement of an external mediator aims to resolve the current dispute effectively while working towards fostering a healthier working environment. It is the intention that this process will lead to improved communication, enhanced relationships, and overall organizational harmony.

12. TERMS AND CONDITIONS OF PROPOSALS

- 12.1. All costs and expenses incurred by potential service providers relating to their project proposal will be borne by each respective service provider. SAHRA is not liable to pay such costs and expenses or to reimburse or compensate service providers in the process under any circumstances, including the rejection of any proposal or the cancellation of this project.
- 12.2. While SAHRA endeavors to ensure that all information provided to all potential service providers is accurate, it makes no warranty as to the accuracy or completeness of any information provided by it.
- 12.3. SAHRA reserves the right to waive deficiencies in project proposals. The decision as to whether a deficiency will be waived or will require the rejection of a project proposal will be solely within the discretion of SAHRA.
- 12.4. SAHRA reserves the right to request new or additional information regarding each service provider and any individual or other persons associated with its project proposal.
- 12.5. SAHRA reserves the right not to make any appointment from the proposals submitted.

- 12.6. Service providers shall not make available or disclose details pertaining to their project proposal with anyone not specifically involved, unless authorized to do so by SAHRA.
- 12.7. Service providers shall not issue any press release or other public announcement pertaining to details of their project proposal without the prior written approval of SAHRA.
- 12.8. Service providers are required to declare any conflict of interest they may have in the transaction for which the tender is submitted or any potential conflict of interest. SAHRA reserves the right not to consider further any proposal where such a conflict of interest exists or where such potential conflict of interest may arise.
- 12.9. Any and all project proposals shall become the property of SAHRA and shall not be returned.
- 12.10. The proposals should be valid and open for acceptance by SAHRA for a period of 120 days from the date of submission.
- 12.11. Service providers are advised that submission of a project proposal gives rise to no contractual obligations on the part of SAHRA.
- 12.12. SAHRA reserves the right not to accept any proposal which does not comply with the TERMS OF REFERENCE and conditions set out in the proposal documents.
- 12.13. SAHRA reserves the right not to award or not award the proposal to the service provider that scores the highest points.
- 12.14. Disputes that may arise between SAHRA and a service provider must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.
- 12.15. All returnable proposal documents must be completed in full and submitted together with the service provider's quote and a sample annual report book.
- 12.16. All goods/service or products to be supplied to SAHRA shall be in full compliance with South African approved standards and in compliance to the specifications provided.
- 12.17. It is the conditions of this RFQ that, a quotation is submitted together with the following completed forms; **kindly submit fully completed Bid Documents**

13. RETURNABLE DOCUMENTS

- a. SBD 1 Invitation Bid
- b. Tax Compliance Status Pin
- c. SBD 3.1 Pricing Schedule
- d. SBD 4 Bidders Disclosure
- e. SBD 6.1 Preference points claim form (valid BBBEE certificate must be submitted together with this completed document.
- f. SBD 7 Contract Form.
- g. General Conditions of contract

NB: Failure to submit original completed returnable forms as mentioned above will automatically disqualify your quotation. Please ensure that you submit a CSD Registration Report

SAHRA reserves the right to revise any aspect of these timeframes at any stage, and to amend the process at any stage.

14. EVALUATION CRITERIA

14.1. All proposal offers received shall be evaluated based on the following phase out approach:

- **Phase one:** Compliance to the terms of reference and conditions of the proposal. Failure to meet any of the conditions of the proposal will automatically disqualify your proposal on this phase.
- **Phase two:** preference points on specific goals as follows;

| Preference Point System | Points |
|-------------------------|------------|
| Price | 80 |
| Special Goals | 20 |
| Black owned company | 8 |
| Women | 4 |
| Youth | 5 |
| Disability | 3 |
| TOTAL | 100 |

14.2. Price (Vat included)

80 Points for price will be awarded with reference to the total fixed proposal amount inclusive of VAT. The service provider with the lowest price shall score a maximum of 80 points.

15. SUBMISSION OF QUOTATIONS

Project proposals must be submitted via email to tenderinfo@sahra.org.za for the attention of Supply Chain Management – **Quote No: RFQ SAHRA 13/2026**

It remains the onus of the service provider to ensure that their Tender Offer reaches the SAHRA office no later than the closing date and time.

16. CLOSING DATE AND TIME: 01 July 2026 at 11:00 am NO LATE BIDS WILL BE ACCEPTED



17. For Supply Chain Management and Technical information, please contact:

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