

LA 1.1



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

BID NUMBER: 5/2/1/2/1-2020/2021

CLOSING TIME: 11:00

CLOSING DATE: 06 NOVEMBER 2020

APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND DEVELOP POLICIES LINKED TO LAND RESTITUTION BUSINESS PROCESS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF SIX (6) MONTHS.

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Please find the Attached: LA1.1, LA1.2, LA1.3, LA1.6, LA1.7, General Contract Conditions (GCC), SBD 1, SBD 2, SBD 3.3, SBD 4, SBD 5, SBD 6.1 SBD 8, SBD 9, Supplier Maintenance form and Terms of Reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid
4. document.
5. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
6. The attached forms must be fully completed in detail and returned with your bid. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

SIGNED
J. N. DUMA
ACQUISITION MANAGEMENT
DATE: 16 OCTOBER 2020

BID NUMBER: 5/2/1/2/1-2020/2021

APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND DEVELOP POLICIES LINKED TO LAND RESTITUTION BUSINESS PROCESS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF SIX (6) MONTHS.

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:

FAILURE TO ATTEND AND SIGN THE ATTENDANCE REGISTER WILL INVALIDATE YOUR PROPOSAL

Date: 27 October 2020

Time: 10:00

**Venue: The Commission on Restitution of Land Rights,
266 Pretorius Street, Centre Walk Building, West Block, Pretoria,
8TH Floor, Boardroom 1**

N.B. Pick n Pay Liquor store entrance.

N.B. Bring along your ID or Driver's license in order to gain access to the building.

CLOSING DATE: FRIDAY, 06 NOVEMBER 2020 AT 11:00

**TECHNICAL ENQUIRIES
E MAIL**

**: Mr. Mkhacani Makamu
: Mkhacani.Makamu@drdlr.gov.za**

**BID RELATED ENQUIRIES
EMAIL**

**: Ms. Jeanette Duma/Mr. Ewert Shipalana
: Jeanette.Duma@drdlr.gov.za/Ewert.Shipalana@drdlr.gov.za**

MAP TO BIDDER BOX (B BOX)

5/2/1/2/1-2020/2021 CLOSING DATE: 06 NOVEMBER 2020 AT 11:00 AM

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

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

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

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

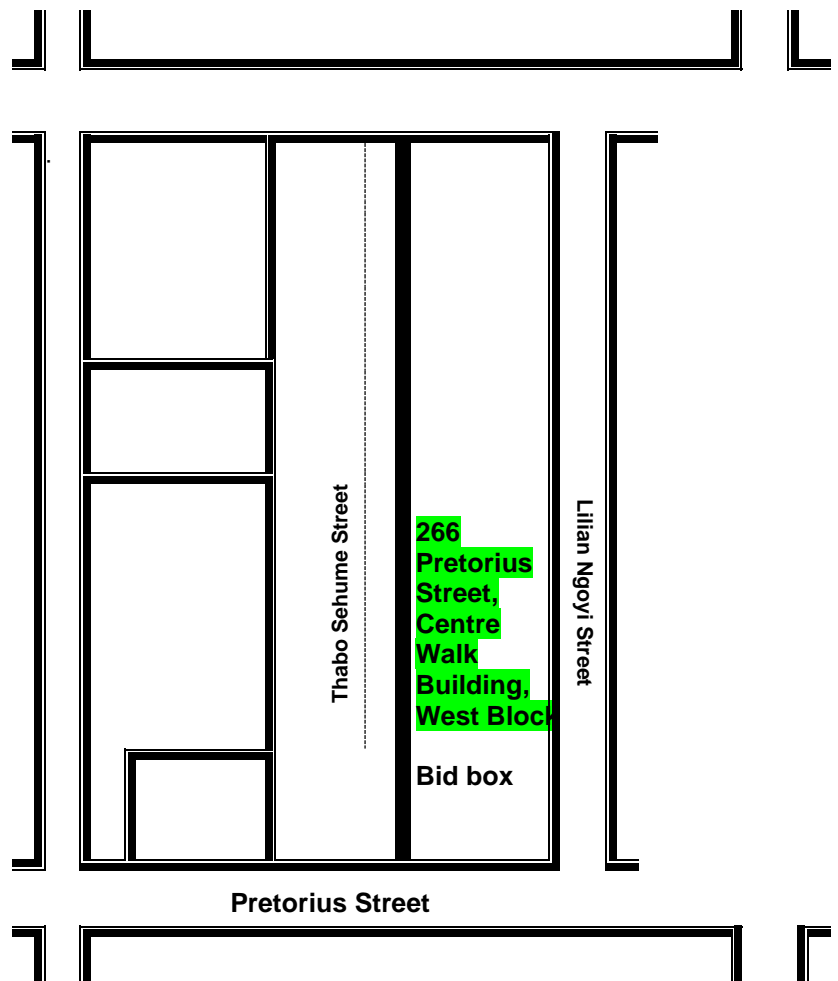
The Bid documents must be deposited in
The Bid box which is identified as the
Tender box of the

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

**NB: THE BID BOX OF THE COMMISSION
ON RESTITUTION OF LAND RIGHTS IS
OPEN ON WEEKDAYS FROM 08:00 AM –
16:30 PM**

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

**SUBMIT EACH BID IN A SEPARATE
SEALED ENVELOPE**



LA1.6: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

- 1 The Enterprise submits a Tender to the Department of Rural Development and Land Reform in respect of the following project:

(project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

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

ENTERPRISE STAMP

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

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

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

held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

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

to the Department of Rural Development and Land Reform in respect of the following project:

(Project description as per Tender Document)

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

2 *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

Physical address: _____

_____ *(code)*

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
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Note:

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

ENTERPRISE STAMP

LA1.6 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

- 1 _____

- 2 _____

- 3 _____

- 4 _____

- 5 _____

- 6 _____

- 7 _____

- 8 _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

- A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Rural Development and Land Reform in respect of the following project:

(Project description as per Tender Document)

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

B. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

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

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
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Note:

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

**LA1.7
AUTHORITY OF SIGNATORY**

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

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

<h1>MABEL HOUSE (Pty) Ltd</h1>	
<p>By resolution of the Board of Directors taken on <i>20 May 2000</i>,</p>	
<p>MR A.F JONES</p>	
<p>has been duly authorised to sign all documents in connection with</p>	
<p>Contract no RDLR-0002(2012/2013), and any contract which may arise there from,</p>	
<p>on behalf of <i>Mabel House (Pty) Ltd</i>.</p>	
SIGNED ON BEHALF OF THE COMPANY:	(Signature of Managing Director)
IN HIS CAPACITY AS:	Managing Director
DATE:	20 May 2000
SIGNATURE OF SIGNATORY:	(Signature of <i>A.F Jones</i>)
<p>As witnesses:</p>	
1.
2.

Signature of person authorised to sign the tender:

Date:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

The General Conditions of Contract will form part
of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific
bid, should be compiled separately for every bid (if
(applicable) and will supplement the General
Conditions of Contract. Whenever there is a conflict,
the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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6. Patent rights
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8. Inspections, tests and analysis
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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

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 (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	5/2/1/2/1-2020/2021	CLOSING DATE:	06 NOVEMBER 2020	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND DEVELOP POLICIES LINKED TO LAND RESTITUTION BUSINESS PROCESS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF SIX (6) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
The Commission on Restitution of Land Rights, 266 Pretorius Street, Centre Walk Building, West Block. 7TH Floor Reception.					
Pretoria					
0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Jeanette Duma/ Mr. Ewert Shipalana		CONTACT PERSON	Mr. Mkhacani Makamu	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Jeanette.Duma@drdlr.gov.za/ Ewert.Shipalana@drdlr.gov.za		E-MAIL ADDRESS	Mkhacani.Makamu@drdlr.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS 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 A 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, 2017, 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:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders Good standing

If "Good standing", please state the purpose of this application

Two empty text input boxes for stating the purpose of the application.

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no Company/Close Corp. registered no

Income Tax ref no PAYE ref no

VAT registration no SDL ref no

Customs code UIF ref no

Telephone no Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no Income Tax ref no

Telephone no Fax no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

CCYY - MM - DD

Date

Name of representative/agent

agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

CCYY - MM - DD

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: 5/2/1/2/1-2020/2021
CLOSING TIME 11:00	CLOSING DATE: 06 NOVEMBER 2020

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. PERSON AND POSITION

	HOURLY RATE	DAILY RATE
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
- 5.1 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.....
-----	R.....

TOTAL: R.....

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Name of Bidder:

5.2 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.....			

- 6. Period required for commencement with project after acceptance of bid
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

All technical enquiries should be directed to:

Mr. Mkhacani Makamu
E mail: Mkhacani.Makamu@drdlr.gov.za

Bid related enquiries:

Ms. Jeanette Duma / Mr. Ewert Shipalana
E mail: Jeanette.Duma@drdlr.gov.za / Ewert.Shipalana@drdlr.gov.za

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
 aware of any relationship (family, friend, other) between
 any other bidder and any person employed by the state
 who may be involved with the evaluation and or adjudication
 of this bid?

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature	Date
.....
Position	Name of Bidder

Js914w 2



Department: Rural Development and Land Reform REPUBLIC OF SOUTH AFRICA

Head Office Only
Captured By:
Date Captured:
Authorised by:
Date Authorised:
Supplier Code:
DLA Reference:

SUPPLIER MAINTENANCE:

BAS [] PMIS [] LOGIS [] WCS [] CONTRACTOR [] CONSULTANT []

OFFICE:

The Director General : Dept Of Rural Development and Land Reform

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

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

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

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate 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 responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details

Registered Name
Trading Name
Tax Number
VAT Number
Title:
Initials:
First Name:
Surname:

Address Detail

Payment Address
Street Address
Postal Code

New Detail

[] New Supplier information [] Update Supplier information
Supplier Type: [] Individual [] Department [] Partnership
[] Company [] Trust
[] CC [] Other (Specify)
Department Number

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

Cheque Account

Savings Account

Transmission Account

Bond Account

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 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 Fax Number

Cell

Cell Code Cell Number

Email Address

Contact Person:

Supplier Signature	Regional Office Sender
Print Name	Print Name
	Rank
<input type="text"/>	<input type="text"/>

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

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

NB: All relevant fields must be completed



OFFICE OF THE CHIEF LAND CLAIMS COMMISSIONER

266 Pretorius Street, Centre Walk building, West Block, Pretoria, 0001 | Private Bag X833, Pretoria, 0001
Tel: (012) 407 4486

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND DEVELOP POLICIES LINKED TO LAND RESTITUTION BUSINESS PROCESS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF SIX (6) MONTHS.

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TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND DEVELOP POLICIES LINKED TO LAND RESTITUTION BUSINESS PROCESS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF SIX (6) MONTHS.

1. PURPOSE

The Constitution of The Republic of South Africa recognises Land Restitution as one of the cornerstones for addressing dispossessions of the previously oppressed citizens of their rights in land. From an economic perspective, Land Restitution is an important priority identified in the National Development Plan (Vision 2030) and the State of National Address of 2017 as a platform from which job creation, household food security, social cohesion and restoration of the dignity of the people can be improved.

The CRLR requires the services of expert on policy development to assist the Commission on Restitution of Land Rights to streamline its operations within the relevant legislative prescripts.

2. INTRODUCTION AND BACKGROUND

Internal Audit performed audits in accordance with the 2019/2020 Annual Internal Audit Plan for the then Department of Rural Development and Land Reform (DRDLR) (as approved by the Audit Committee (AC) and the Director-General (DG).

The then DRDLR Chief Directorate: Internal Audit conducted a Forensic Audit on Restitution processes within the Branch: Restitution, at National Office (NO) and the nine Regional Offices. The internal audits were performed in accordance with the 2019/2020 Annual Internal Audit Plan for the then Department of Rural Development and Land Reform (DRDLR) (as approved by the Audit Committee (AC) and the Director-General (DG).

In addition to the findings regarding the policy issues, policy gaps were also identified through internal Commission processes. Further, the KUYASA process aimed at improving the business processes and system, claims backlog reduction, development of financial settlement options and the establishment of the Commission as an autonomous entity also underscored the need for policy reviews, development and standard operating procedures (SOPS).

The foundation of policy development is the Constitution of the country, the Restitution of Land Rights Act and the experience that is derived from the implementation of the legislation. Over the past twenty-six years the Commission had on numerous occasions found itself in court defending the manner of implementation of the legislation with different outcomes in the court of law. Some of the judgement passed by the court has established precedents that need to be analysed and understood when formulating policies of the Commission which guides the implementation of the legislation.

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND DEVELOP POLICIES LINKED TO LAND RESTITUTION BUSINESS PROCESS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF SIX (6) MONTHS.

Once fraud has occurred the likelihood of recovering losses can be very low. A focus on prevention would therefore be more beneficial. However, the objective of fraud detection is not limited to the recovery of losses only, as it also contributes to the improvement of internal systems and controls, which in return can enhance fraud prevention. Fraud risk cannot be eliminated entirely and if the cost of designing, implementing, and monitoring internal controls against fraud exceeds the estimated impact of the risk, it may not be cost-effective to implement the internal controls. Fraud prevention and fraud detection, although not the same, are interrelated and both have a role to play. It is therefore unlikely that either will fully succeed without the other. Therefore, it is important that both fraud prevention and fraud detection are considered in designing an effective strategy to manage the risk of fraud.

3. PROBLEM STATEMENT

The Restitution programme has been executing its mandate in an environment where governance, risk and control deficiencies and challenges have rendered the programme vulnerable and exposed, which makes it prone to both internal and external fraud.

Fraud risk is one of the significant risks the then DRDLR is exposed to, of which the then DRDLR has adopted a zero-tolerance policy. The deployment of preventative and detective controls therefore plays an important role in the effective mitigation of fraud risk, more so for the Restitution Programme that has the largest budget allocation of over 30% of the total budget of the then DRDLR.

Fraud preventive controls are designed to limit the ability to perpetrate fraud, with the intention to discourage unwanted events and/or fraudulent activity, and limit fraud exposure when it occurs. Fraud prevention techniques, at an operational/process level, include inter alia standards, policies and procedures, segregation of duties, levels of authority or delegations, and fraud awareness aimed at proactively addressing specific fraud risks identified.

Fraud detective controls are designed to discover and correct, within a timely manner, errors or omissions, including a fraudulent event or transaction that is occurring or has already occurred. Fraud detection techniques, at an operational/process level, provide warnings (red flags / indicators) and include inter alia the use of exception reports, reconciliations, periodic audits, data/information analysis, trend analysis, ongoing risk assessments etc. aimed to act as a further deterrence, due to the awareness of the likelihood of being caught. These techniques can also be used as a monitoring tool to assess the effectiveness of other anti-fraud initiatives and controls.

Once fraud has occurred the likelihood of recovering losses can be very low. A focus on prevention would therefore be more beneficial. However, the objective of fraud detection is not limited to the recovery of losses only, as it also contributes to the improvement of internal systems and controls, which in return can enhance fraud prevention. Fraud risk cannot be eliminated entirely and if the cost of designing, implementing, and monitoring internal controls against fraud exceeds the estimated impact of the risk, it may not be cost-effective to implement the internal controls. Fraud prevention and fraud detection, although not the same, are interrelated and both have a role to play. It is therefore unlikely that either will fully succeed without the other. Therefore, it is important that both fraud prevention and fraud detection are considered in designing an effective strategy to manage the risk of fraud.

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND DEVELOP POLICIES LINKED TO LAND RESTITUTION BUSINESS PROCESS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF SIX (6) MONTHS.

4. OBJECTIVES

Formulate policies and standard operating procedures (SOPS) to improve the Commission's business processes and implementation of the Restitution of Land Rights Act 22 of 1994.

5. SCOPE AND EXTENT OF WORK

The successful service provider will be required to do the following:

- Recommendations and review on existing policy development links
- Draft policies
- Present draft policies to BSEC (Bid Specification and Evaluation Committee) members
- Produce policies and SOPS (standard operating procedures) for Restitution
- Proper policy analysis exercise
- Undertake steps that are in existence to review, develop policies and guidelines.
- Development of 7 policies (Develop 6 and review 1) and 9 guidelines, and 1 Manual.
- 17 documents, 7 polices, 1 manual, 9 guidelines.

6. REQUIRED COMPETENCY

- 3 years' and above experience in public policy development
- Workshop/meeting facilitation skills
- Policy drafting/report writing skills.
- A proven record for business analysis skills and systems thinking – 3 years' and experience.
- Understanding of the public policy environment
- Knowledge of Land Reform
- Understanding of the role of Land Restitution program
- Time management
- Legal background and interpretation of legislation/statutes
- Monitoring and evaluation
- Ability to work closely and effectively with a diverse range of individuals and groups.
- Programme and project management

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND DEVELOP POLICIES LINKED TO LAND RESTITUTION BUSINESS PROCESS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF SIX (6) MONTHS.

7. EXPECTED DELIVERABLES/OUTCOMES

7.1. The following are the expected outputs/ deliverables:

- Provide policy documents in line with scope of work
- Initial drafts report monthly
- Monthly reports
- Presentation
- Policy analysis
- Presentation of draft policies

A) POLICIES (7)	B) ACTION	C) GUIDELINES (9)	D) ACTION
1. Policy on Quality Assurance (Research, Verification, monitoring/tracking of Section 42Ds, gazetting, Restitution options, Settlement Agreements, Financial Compensation, Valuation reports, Section 14(3) Certificates, Power of Attorney, Roles and Responsibilities of QA officers, Organisational arrangements governing QA functions at National and Regional level).	Develop	1. Guidelines on Quality Assurance Research, Verification, monitoring/track king of Section 42Ds, gazetting, Restitution options, Settlement Agreements, Financial Compensation, Valuation reports, Section 14(3) Certificates, Power of Attorney, Roles and Responsibilities of QA officers, Organisational arrangements governing QA functions at National and Regional level).	Develop
2. Policy on payment of minors.	Develop	2. Guidelines on payment of minors.	Develop
3. Policy on valuations-procedure for the new valuation process, and applying the updated OVG service level agreement, determining restitution package, value of a rural claim, where compensation was paid, conducting historical valuation, value for beneficial occupation, labour tenants, formal title, and for betterment schemes.	Develop	3. Guidelines on valuations-procedure for the new valuation process, and applying the updated OVG service level agreement, determining restitution package, value of a rural claim, where compensation was paid, conducting historical valuation, value for beneficial occupation, labour tenants, formal title, and for betterment schemes.	Develop

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND DEVELOP POLICIES LINKED TO LAND RESTITUTION BUSINESS PROCESS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF SIX (6) MONTHS.

<p>4. Policy on options workshops and negotiations process-guidelines on stakeholder engagements, OVG negotiations process, negotiation of financial compensation claims, procedure on notification in terms of the restitution act, process of ensuring that signed-off options resolution is legally binding.</p>	<p>Develop</p>	<p>4. Guidelines on options workshops and negotiations process-guidelines on stakeholder engagements, OVG negotiations process, negotiation of financial compensation claims, procedure on notification in terms of the restitution act, process of ensuring that signed-off options resolution is legally binding.</p>	<p>Develop</p>
<p>5. Policy on re-creation of missing files-procedure for recreating a file that has gone amiss.</p>	<p>Develop</p>	<p>5. Guidelines on re-creation of missing files-procedure for re-creating a file that has gone amiss.</p>	<p>Develop</p>
<p>6. Settlement of land claims policy -land belonging to institutions, land with labour tenants, land with farm workers, parameters for phasing a land claim, maximum number of phases allowed in a claim, procedure for batching untraceable claimants for submission in court for dismissal or deferral.</p>	<p>Develop</p>	<p>6. settlement of land claims guidelines -land belonging to institutions, land with labour tenants, land with farm workers, parameters for phasing a land claim, maximum number of phases allowed in a claim, procedure for batching untraceable claimants for submission in court for dismissal or deferral.</p>	<p>Develop</p>
<p>7. Policy on monitoring of payments -reversal of payments from the conveyancer after timeframe lapsed.</p> <p>Policy to be developed through looking at how PFMA and legal practice council deal with this.</p>	<p>Develop</p>	<p>7. Guidelines on monitoring of payments -reversal of payments from the conveyancer after timeframe lapsed.</p> <p>Guidelines to be developed through looking at how PFMA and legal practice council deal with this.</p>	<p>Develop</p>
		<p>8. Guidelines on validation (comprehensive investigation)-validation process, consolidation procedure, prioritization procedure, entitlement to restitution, dealing with claims outside the ambit of</p>	<p>Develop</p>

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND DEVELOP POLICIES LINKED TO LAND RESTITUTION BUSINESS PROCESS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF SIX (6) MONTHS.

		land restitution, condonation of land claims, dismissal of non-compliant claims.	
		9. Guidelines on gazetting a land claim-process of gazetting a land claim after comprehensive research. gazetting of financial compensation claims, procedure on notification in terms of the restitution act etc.	Develop
E) MANUAL (01)	F) ACTION		
1. Manual for legislations, policies, and procedures for processing of land claims. (summary of legislations, policies, procedures and what they seek to address.	Develop		

7.2. Resources Required

Item	Resource	Qty
1.	Project Manager – 5 years’ experience in project management in the government consultancy environment.	1
2.	Business analyst/System thinker – 3 years’ experience in business process mapping.	1
3.	Policy development expert – 3 years’ experience in Land Reform and government policy development.	1
4.	Legal expert – Admitted Attorney with 5 years’ experience in Land Restitution.	1

8. PROJECT FINANCE AND PAYMENT METHOD

- 8.1. All Payments will be made in accordance with the completed and approved report by the Project Manager.
- 8.2. Financial penalties will be imposed for failing to meet the agreed upon milestones, targets, and deadline.
- 8.3. Original invoice as per the deliverable that substantiates all costs must be provided.

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND DEVELOP POLICIES LINKED TO LAND RESTITUTION BUSINESS PROCESS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF SIX (6) MONTHS.

- 8.4. Invoice must clearly indicate the number of hours spent on the project, for what purpose those hours was spent and to what extent the objectives were achieved.
- 8.5. Invoice will be paid within 30 days after submission of invoice as stipulated per National Treasury Regulations and Supply Chain Management prescripts. Invoices to only be submitted after approval of deliverables/ milestone by Project Manager.

9. REPORTING

- 9.1. The appointed service provider will provide feedback to the relevant Project Manager.
- 9.2. The service provider should submit and present progress report against the set milestone to the parties monthly.

10. PERIOD / DURATION OF CONTRACT

The term of agreement shall be **six (6) months** from the date of appointment.

11. COSTING / COMPREHENSIVE BUDGET

A comprehensive budget must be provided inclusive of all disbursement costs, expenses and VAT (Vat vendor).

12. PAYMENT TERMS

- 12.1 Invoice will be paid within 30 days as stipulated per National Treasury Regulations and Supply Chain Management prescripts.
- 12.2 All Payments will be made in accordance with the completed and approved report by the CRLR
- 12.3 Financial penalties will be imposed for failing to meet the agreed upon milestones, targets, and deadlines.
- 12.4 Original invoice as per the deliverable that substantiates all costs must be provided.
- 12.5 Invoice must clearly indicate the number of hours spent on the project, for what purpose those hours was spent and to what extent the objectives were achieved.

13. PRE-QUALIFICATION CRITERIA

- 13.1. The Commission has decided to apply pre-qualification as determined by Preferential Procurement Regulations 2017 and only the following bidders may respond:
- 13.2. A bidder must sub-contract **5%** of the total bid amount to the following:
 - An EME or QSE which is at least **51%** owned by black people
- 13.3. The Commission has published a list of sub-contractors on the Central Supplier Database.
- 13.4. **N.B.** Please logon to www.csd.gov.za, go to search, sub-contractor to access the sub-contractor's list with bid reference number: **5/2/1/2/1-2020/2021**.

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND DEVELOP POLICIES LINKED TO LAND RESTITUTION BUSINESS PROCESS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF SIX (6) MONTHS.

- 13.5. **Note:** Bidders must **submit proof of sub-contracting agreement** between the main bidder and the sub-contractor. It is the responsibility of bidder to subcontract with competent and capable sub-contractors.

N.B: A bidder that fails to meet the pre-qualification criteria on item 13.1, 13.2, 13.3, 13.4 and 13.5 will be deemed non-responsive:

- ***5% sub-contracting to an EME or QSE which is at least 51% owned by black people,***
- ***The use of sub-contractor's list published on Central Supplier Database***
- ***Proof of sub-contracting agreement.***

14. MANDATORY REQUIREMENT

- 14.1. Provide a **proposed methodology** of the project together with a detailed project plan with a clear cost breakdown.

14.2. Service providers consultancy rates/fees for the resources required **must** be in line with **DPSA hourly rates/fees for consultants'** hours required and **prices must be firm** for the duration of the **six (6) months contract period – Hourly rates/fees to be stipulated per resource required.**

14.3. **Service providers must indicate travelling expenses, accommodation, disbursements, etc on their proposals.**

14.4. **All proposals must have a validity period of 90 days after the closing date.**

N.B: A bidder that fails to meet the mandatory requirements as stipulated on item 14.1, 14.2 14.3 and 14.4 of the terms of reference will be disqualified from further participation and proposal not evaluated further.

N.B. Failure to submit required documents will invalidate your bid

15. ADDITIONAL DOCUMENTS

The following documents must be sent together with your proposal:

- 15.1. Valid Tax Clearance Certificate or Tax Compliance Pin.
15.2. Proof of registration summary report from Central Supplier Database or provide the MAAA number
15.3. Valid B-BBEE Certificate or Sworn Affidavit.
15.4. Standard Bidding Documents (SBD 3.3, SBD 4, SBD 6.1, SBD 8 and SBD 9

16. EVALUATION PROCESS

Proposals/quotations will be evaluated in a **(3) three stage** bidding process as outlined below.

STAGE 1: FUNCTIONALITY

In the first stage, bids will be evaluated on functionality herein stipulated on the evaluation criteria below.

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW AND DEVELOP POLICIES LINKED TO LAND RESTITUTION BUSINESS PROCESS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF SIX (6) MONTHS.

Only service providers who met the mandatory requirements will be considered further for first stage of evaluation and bid proposal scoring less than sixty (60) out of one hundred (100) points will not be considered for further evaluation, therefore not qualifying for the third (2nd) stage.

The evaluation on the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criterion and values. The applicable values that will be utilised when scoring each criterion ranges from

0 = No information, 1 = Poor, 2 = Average, 3 = Good, 4 = Very Good, 5 = Excellent

#	Evaluation criteria	Application	WEIGHT	TOTAL
1.	CAPACITY	Team assessment: Sufficient content experts and the capacity to facilitate the deliverables as per TOR timeframes for the duration of the entire project. Bidders should have Human resource capacity of Four (4) professionals dedicated to work on the project. Each person must have the following minimum appropriate experience, skills and provide CVs per field:		20
		<u>Project Manager</u> 5 years' experience in project management in the government consultancy environment.	5	
		Business Analyst/ System thinker 3 years' experience in business process mapping.	5	
		Policy development expert 3 years' experience in Land Reform and government policy development.	5	

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		<p>Legal Expert</p> <p>Admitted Attorney with 5 years' experience in Land Restitution</p>	5	
2.	QUALIFICATIONS (Attach certified qualifications valid for 90 days)	<p><u>Project Manager</u></p> <p>Bachelor's degree NQF level 7 or equivalent</p>	5	20
		<p><u>Legal Expert</u></p> <p>Bachelor of Law (LLB) NQF level 8 or equivalent</p>	5	
		<p><u>Business Analyst/ System thinker</u></p> <p>National diploma NQF level 6 or equivalent</p>	5	
		<p><u>Policy development expert</u></p> <p>National diploma NQF level 6 or equivalent</p>	5	
3.	TRACK RECORD	<p>Policy review and development track record or similar projects completed by the bidder. (Attach reference letters).</p> <p>0 = no information submitted 1 = 1 reference letter 2 = 2 reference letters 3 = 3 reference letters 4 = 4 reference letters 5 = 5 and above reference letters</p>		40
4.	PROJECT PLAN	<p>Detailed project plan linked to milestones and deliverables.</p> <p>The Project Execution Proposal is expected to outline the bidder's approach and experience to executing a project of this nature and profile. Included will be a project specific program, organogram of the project team. As well as profiles of the company and key personal outlining expertise, experience and approach</p>		20

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		in delivering projects of similar nature and profile.		
TOTAL POINTS FOR FUNCTIONALITY			100	

EVALUATION CRITERIA	Evaluation Criteria Schedule					
	Scoring					
	0	1	2	3	4	5
Qualifications Project Manager	No information provided	NQF Level 5 or equivalent	National Diploma or equivalent	Bachelor's degree or equivalent	Honours equivalent or	Masters and above or equivalent.
Qualifications Legal Expert	No information provided	Bachelor of Laws (LLB) or equivalent	Bachelor of Laws (LLB) or equivalent	Bachelor of Laws (LLB) or equivalent	Master's Degree (LLM) or equivalent	Doctor of Laws (LLD) or equivalent
Qualifications Business Analyst/ System thinker	No information provided	NQF Level 5 or equivalent	National Diploma or equivalent	Bachelor's degree or equivalent	Honours equivalent or	Masters and above or equivalent 5
Qualifications Policy development expert	No information provided	NQF Level 5 or equivalent	National Diploma or equivalent	Bachelor's degree or equivalent	Honours equivalent or	Masters and above or equivalent
Project plan Understanding of the Project Plan/Brief	No information Provided	Proposal submitted does not address the TOR	Proposal Submitted addressed the TOR partially	Proposal Submitted addresses the TOR accurately	Proposal Submitted Addressed the TOR comprehensively	Proposal Submitted addresses the TOR and provides additional planning and implementation plans

STAGE 2 - EVALUATION ON POWERPOINT PRESENTATION

Only shortlisted bidders will do a Power Point presentation and a bid proposal scoring less than sixty (60) out of one hundred (100) points will not be considered for further evaluation, therefore not qualifying for the third (3rd) stage.

The evaluation on the functionality will be evaluated individually by Members of Bid specification and Evaluation Committee in accordance with the below functionality criterion and values. The applicable values that will be utilised when scoring each criterion ranges from

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<0 = no information attached, 1 = Poor, 2 = Average, 3 = Good, 4 = Very Good, 5 = Excellent

#	ITEM	CRITERIA	WEIGHT	
1	PORTFOLIO OF EVIDENCE	Demonstrate companies, organizations and entities where you have undertaken work similar to the project scope		40
		<ul style="list-style-type: none"> Team outline in terms of skills and as linked to resources required on 7.2. How was project dealt with to meet the deadlines and to overcome obstacles? 	15	
		<ul style="list-style-type: none"> Projects undertaken and what impact it had to the organization. 	15	
		<ul style="list-style-type: none"> Timeframe the project was dealt with 	10	
2	METHODOLOGY & PROJECT PLAN	Methodology and Project plan linked with milestones, costs, reporting lines, timeframes in line with the project scope.		60
		<ul style="list-style-type: none"> Action plan with clear time frames for each activity to be undertaken. 	20	
		<ul style="list-style-type: none"> Which team or what capacity/resources is earmarked for the activities? 	20	
		<ul style="list-style-type: none"> How is the interaction envisaged in terms of the process of policy development and review? 	20	
TOTAL POINTS FOR PRESENTATION			100	

STAGE 3: PREFERENCE POINTS AND PRICE

Proposals/quotations which qualify from stage 1 will be evaluated utilising the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000), as amended, whereby the score of 80 points will be for price and a maximum of 20 points will be awarded for attaining the Broad-Based Economic Empowerment (B-BBEE) status level of contribution.

The following process will be used in particular as the criteria for appointment, apart from those laid down in the Preferential Procurement Regulations 2017 pertaining to the Preferential Procurement Policy Framework Act, Act 5 of 2000. Proposals will be evaluated individually, by a representative from Supply Chain Management according to the Terms of Reference.

The process for assessment will include financial (price) aspects of the proposal and B-BBEE status level of contribution making up 80/20 percent respectively.

In terms of Regulation 6 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

In order to claim the B-BBEE Status Level of Contributor, bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by accredited Verification Agencies by SANAS or Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids, to substantiate their B-BBEE claims. The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act.

Bidders who do not submit B-BBEE Status Level Verification Certificate or are non-compliant contributors to be B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.

In the evaluation of the proposals, the Commission will also be guided by the Integrated National Black Economic Empowerment Strategy, which provides a framework for economic growth with black participation as a fundamental pillar. The specific guiding principles will be transformation, employment equity, skills development, affirmative procurement and corporate social responsibility (CSI);

The RLCC is an equal opportunity, affirmative action employer. It shows the same commitment to those who wish to provide services to the Commission via the procurement process. It should be noted that preference will be given to those proposals from companies who were previously disadvantaged.

This does not preclude the formation of consortiums or the inclusion of proposals on how this project can best be used to further the broader aims of transformation.

17. TERMS AND CONDITIONS

- Appointment will be subject to the Service Provider’s express acceptance of the standard bidding documents inclusive of the Government Procurement General Conditions of Contract.
- No material or information derived from the provision of the services under these Terms of Reference (TOR) may be used for any purpose other than those of the Commission except where authorized by the Commission in writing to do so.

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- Copyright in respect of all documents and electronic data, prepared or developed for this project shall be vested in the Commission.
- In the case of appointment, the Service Provider will enter into a service level agreement with the Department of Agriculture, Land Reform and Rural Development (DALRRD).
- The Service Providers should be available to commence with the project immediately upon appointment.
- The Department reserves the right to award or not to award this contract.
- The Department reserves the right not to accept the lowest cost proposal.
- The Department reserves the right to terminate the contract should the performance of the service provider be unsatisfactory.
- It is the responsibility of prospective bidders to ensure that their bid documents are submitted before the closing time and date of the bid. Bids received after closing time and date are late and will NOT be considered.
- Although adequate thought has been given in the drafting of this document, errors such as typos may occur which the Department will not be responsible for.
- Any change of information provided in the TOR that may affect delivery of services should be brought to the Department's attention as soon as possible. Failure to comply may result in the contract being terminated.
- Service providers presenting information intentionally incorrect or fraudulent will be disqualified.
- Service providers who have been declared insolvent and wish to do business with the Department must have been rehabilitated and provide the necessary proof thereof.
- The Service Providers team members named in the proposal should be retained for the duration of the project. Any replacement of the team members must first be discussed and approved by the Department.
- The Department reserves the right to invite the recommended service provider to do a presentation to clarify any or all aspects of the proposal as well as to address any substantive issues that the Department may wish to raise. Traveling to the presentation venue will be at the bidders' expense.

18. COMPULSORY BRIEFING SESSION AND SUBMISSION DETAILS

Compulsory briefing session

Date: 27 October 2020

Time: 10:00

Venue: 266 Pretorius Street cnr Thabo Sehume street, Centre Walk Building, West Block, 8th Floor, Boardroom No:1

Closing/ Submission Date

Date: 06 November 2020

Time: 11:00

Bid box: 266 Pretorius Street, 7th floor (Reception), Centre Walk building, West Wing, Pretoria. 0002

NB: No late proposals will be accepted

19. Terms of reference approved