

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: 5/2/1/2/1-2022/2023

CLOSING TIME: 11:00

CLOSING DATE: 17 MARCH 2023

THE APPOINTMENT OF A SERVICE PROVIDER WITH RELEVANT EXPERTISE TO PROVIDE THREE (3) SPECIALISTS IN TERMS OF SECTION 9 OF RESTITUTION OF LAND RIGHTS ACT 22 OF 1994 FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF THREE (3) YEARS.

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, SBD4, SBD 6.1, 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 document.
4. 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.
5. 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

MR. E.H SHIPALANA
SCM: BIDS AND CONTRACT MANAGEMENT
DATE: 22 FEBRUARY 2023

5/2/1/2/1-2022/2023

THE APPOINTMENT OF A SERVICE PROVIDER WITH RELEVANT EXPERTISE TO PROVIDE THREE (3) SPECIALISTS IN TERMS OF SECTION 9 OF RESTITUTION OF LAND RIGHTS ACT 22 OF 1994 FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF THREE (3) YEARS.

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

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

**Date: 08 MARCH 2023
Time: 10:30
Venue: Microsoft Team**

[Click here to join the meeting](#)

CLOSING DATE: FRIDAY, 17 MARCH 2023 @11:00

TECHNICAL ENQUIRIES : Mr. Semakaleng Mabeba
EMAIL : Semakaleng.Mabeba@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Ewert Shipalana/ Ms. Mokgadi Keppler
EMAIL : Ewert.Shipalana@dalrrd.gov.za/ MokgadiK@dalrrd.gov.za

MAP TO BIDDER BOX (TENDER BOX)

5/2/1/2/1-2022/2023 CLOSING DATE: 17 MARCH 2023 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.

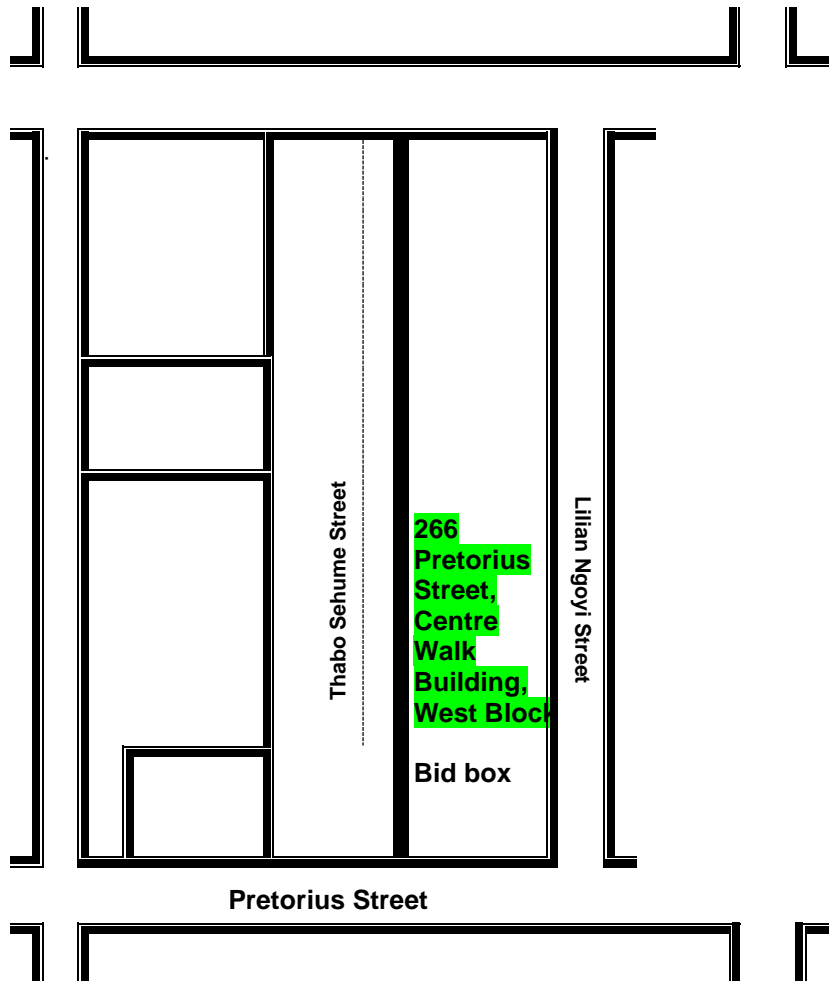
The Bid documents must be deposited in
The Bid box which is identified as the
Tender box of the

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

(project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution must be signed by 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 Commission on Restitution of Land Rights in respect of the following project:

(Project description as per Tender Document)

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

2 *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

Physical address: _____

_____ *(code)*

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
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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 Commission on Restitution of Land Rights in respect of the following project:

(Project description as per Tender Document)

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

B. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
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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

1. Definitions
2. Application
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4. Standards
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6. Patent rights
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8. Inspections, tests and analysis
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22. Penalties
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27. Settlement of disputes
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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 (COMMISSION ON RESTITUTION OF LAND RIGHTS)					
BID NUMBER:	5/2/1/2/1-2022/2023	CLOSING DATE:	17 MARCH 2023	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER WITH RELEVANT EXPERTISE TO PROVIDE THREE (3) SPECIALISTS IN TERMS OF SECTION 9 OF RESTITUTION OF LAND RIGHTS ACT 22 OF 1994 FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF THREE (3) YEARS.				
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. 7 TH Floor Reception.					
Pretoria,0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Ewert Shipalana		CONTACT PERSON	Mr. Semakaleng Mabeba	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Ewert.Shipalana@dalrrd.gov.za		E-MAIL ADDRESS	Semakaleng.Mabeba@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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	
POINTS WILL BE AWARDED FOR SPECIFIC GOALS AS PER SBD 6.1 – PROOF MUST BE SUBMITTED IN ORDER TO QUALIFY FOR SPECIFIC GOALS					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: 5/2/1/2/1-2022/2023
CLOSING TIME 11:00	CLOSING DATE: 17 MARCH 2023

OFFER TO BE VALID FOR **NINETY (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.....	
		Bidder Initial	
		Bidder's Signature	
		Date:	

Name of Bidder:

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

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.....
<u>CONTINGENCY FEE AT 10% OF TOTAL BID PRICE</u>	<u>10%</u>	<u>N/A</u>	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. Semakaleng Mabeba
E mail: Semakaleng.Mabeba@dalrrd.gov.za

All bid related enquiries should be directed to:
Ms. Mokgadi Keppler / Mr. Ewert Shipalana
E mail: MokgadiK@dalrrd.gov.za/ Ewert.Shipalana@dalrrd.gov.za

Bidder Initial.....

Bidder's Signature.....

Date:.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

COMPETITIVE BID PROCESS (ABOVE R 1 MILLION UP TO R 50M)

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who has a disability – **attach doctor’s letter confirming the disability**
 - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Specific goal: **Locality** –
 - (a) a **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
 - (b) a valid lease agreement from the lessor **or**
 - (c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.
- 1.8 Local content – specific goal: the SBD 6.2 must be fully completed and signed

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Youth	2		
V. Specific goal: Locality Promotion of South African owned enterprises	3		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company

- (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



SUPPLIER MAINTENANCE:

BAS
 PMIS
 LOGIS
 WCS
 CONTRACTOR
 CONSULTANT

Head Office Only	
Captured By:	_____
Date Captured:	_____
Authorised By:	_____
Date Authorised:	_____
Supplier code:	_____
Enquiries. :	_____
Tel. No.:	_____

OFFICE:

The Director General : DEPT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

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

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

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

This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post. Please ensure information is validated 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:	_____

Postal and Street Address Detail of the Company / Individual

Postal Address	_____
Street Address	_____
Postal Code	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

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

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/CUPR

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:

<input type="text"/>	<input type="text"/>
Supplier Signature	Departmental Official
<input type="text"/>	<input type="text"/>
Print Name	Print Name
<input type="text"/>	<input type="text"/>
<input type="text"/>	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 WITH RELEVANT EXPERTISE TO PROVIDE THREE (3) SPECIALISTS IN TERMS OF SECTION 9 OF RESTITUTION OF LAND RIGHTS ACT 22 OF 1994 FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF THREE (3) YEARS.

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TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER WITH RELEVANT EXPERTISE TO PROVIDE THREE (3) SPECIALISTS IN TERMS OF SECTION 9 OF RESTITUTION OF LAND RIGHTS ACT 22 OF 1994 FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF THREE (3) YEARS.

1. PURPOSE

The appointment of a service provider with relevant expertise to provide three (3) Specialists in terms of Section 9 of the Restitution Land Rights Act 22 of 1994 to oversee and manage strategic projects for the Commission on Restitution of Land Rights (CRLR or “The Commission”) for a period of three (3) years.

2. INTRODUCTION AND BACKGROUND

In the first quarter of 2019, the Commission on Restitution of Land Rights (CRLR) appointed a service provider to assist the Commission on Restitution of Land Rights (CRLR) to re-engineer the organisation in various respects. This project had various streams namely the Backlog Reduction Project, Business Process Improvement, Change Management and People Management. The Re-development of the Organisational Form as well as the re-design of the Financial and Settlement Models to guide settlement approaches.

So far, the Kuyasa Project has delivered various deliverables and products in each of the streams and are also assisting the Commission on Restitution of Land Rights (CRLR) to prepare for the implementation of projects that emerged from the process. In addition, the Auditor-General (AG), in line with the overall thinking of the Kuyasa project, identified the critical need for the Commission to become a stand-alone entity and, amongst others, prepare separate annual financial statements.

One of the key deliverables of Kuyasa is the Business Process Maps (BPM) based on a detailed analysis of the mandate of the CRLR. In line with this BPM and the legislative mandate to “solicit, investigate and recommend for settlement” land claims, post-settlement as a function has clearly been identified out of the mandate and scope of the CRLR. This has been confirmed by the Minister and Director-General who is clear that the function of post-settlement lies outside the domain of the CRLR. However, no business process of governance structures has been put in place to ensure that proper hand-over of the function takes place.

Emerging from the backlog-stream, a more detailed, accurate and comprehensive set of claims- and financial data as well as a reporting prototype was developed. This provides the CRLR with up to date data to monitor the settlement of claims as well as statistics for reporting on claims that has not yet been settled (present and future claims). However, the assessment and cleaning up of the commitment register (past/ claims already settled) was not included in the original Kuyasa project and this has subsequently been put out separately to tender.

3. PROBLEM STATEMENT

The projects mentioned above are ad hoc transitional in nature and require temporary Specialist support over the short to medium term to implement. The Restitution of Land Rights Act 22 of 1994 states that the Chief Land Claims Commissioner (CLCC) may appoint persons or organisations to assist the Commission on an ad hoc basis from time to time for a particular purpose as and when required.

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Service providers to bring temporary, ad hoc expertise to the table that may not be available currently or where existing time-constraints simply does not allow for permanent employees to perform said functions.

Additional and supporting resources as allowed by section 9 of the Restitution of Land Rights Act 22 of 1994 is therefore proposed. The Commission is in the process of concluding a comprehensive business re-engineering process. During this process several critical projects were identified that need to be implemented over the short to medium term as an offshoot to this re-configuration process.

This includes the data analysis of, (1) the commitment register, (2) post-settlement pilot projects, (3) the appointment and supervision of Data Managers and Specialists etc. In order to oversee and manage these strategic projects, the CRLR requires the services of a **Programme Manager** to plan, implement and oversee these projects but also other projects as and when identified.

Over the past year, the CRLR significantly improved the quality of data for reporting purposes as well as to monitor the process of settling claims. Services of a **Data Manager** are required in order to fully grasp the complexity of the data and have a strong understanding of databases, data analysis procedures, be tech-savvy and possess troubleshooting skills.

Services of a **Data Analyst** are also required to interpret the data and to turn it into information which can offer ways to improve a business and supporting business decisions. The Data Analyst will be required to gather information from various sources and interpret patterns and trends and to produce management reports.

The CRLR hold various sets of data related to claims lodged pre-1998 as well as “new” claims lodged since 1 July 2014. There are various data sets utilized for the monitoring of claims and statistics kept related to, inter alia, the number of hectares restored, extent of financial compensation paid, number of households and beneficiaries etc.

4. OBJECTIVES

In terms of Section 9 (1) (a) of the Restitution of Land Rights Act (Act 22 of 1994), “The Chief Land Claims Commissioner (CLCC) may from time to time - (a) Appoint one or more persons with particular knowledge or specific expertise relevant to the achievement of the Commission's objects to advise the Commission regarding any matter connected with the performance of its functions”.

Emerging from Kuyasa there are 4 key strategic projects that need to be implemented, namely:

- The management, updating and maintenance of the land claims database and integration with other data that may be relevant,
- The verification, cleaning and updating of the commitment register which will result in various actionable tasks and may also identify the need for further policy development,
- Separate financial statements for the Commission on Restitution of Land Rights (CRLR),

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- The proper hand over of functions that falls outside the mandate of the Commission on Restitution of Land Rights (CRLR) that may have been done by the Commission previously e.g. post-settlement.

The abovementioned projects all have a short to medium term duration and the functions may be amalgamated into the Commission on Restitution of Land Rights (CRLR) over the longer term as and when the functions are identified as permanent and the requisite posts created.

The objective of the appointment of Section 9 appointees, is to enable the Commission to effectively and efficiently carry out its main mandate of settling Restitution claims by enhancing the data management, effectively devolving the responsibility of any post-settlement to the Department, to give effect to the Auditor General (AG) findings and to verify and clean up the almost R5 billion commitment register.

The primary outputs would be:

- The effective and efficient management of Restitution data,
- A credible commitment register,
- The effective implementation of Post-Settlement projects by other parties on resituated land and associated reduction in the commitment register,
- Reliable, accurate and comprehensive annual financial statements,
- Proper management and oversight of the projects above.

5. RESOURCES AND COMPETENCY REQUIRED

Three (3) Section 9 appointments are envisaged:

- Programme Manager – Plan, implement and oversee strategic projects for CRLR,
- Data Manager – Analyse data, manage complexity of data and manage databases for the CRLR,
- Data Analyst – Gather information from various sources, interpret patterns and trends for Management reports for the CRLR.

#	Resource	Salary Level	Qty	Hours / Days	No. of Months
1.	Programme Manager <ul style="list-style-type: none"> • Appropriate qualification as listed 5.1.3 • 8 years' practical proven experience as listed 5.1.4 (40 hours a week) 	13	1	5 760 Hrs (720 days)	36
2.	Data Manager: <ul style="list-style-type: none"> • Appropriate qualification as listed 5.2.3 • 5 years' practical proven experience as listed 5.2.4 (40 hours a week) 	11	1	5 760 Hrs (720 days)	36

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER WITH RELEVANT EXPERTISE TO PROVIDE THREE (3) SPECIALISTS IN TERMS OF SECTION 9 OF RESTITUTION OF LAND RIGHTS ACT 22 OF 1994 FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF THREE (3) YEARS.

3.	Data Analyst: <ul style="list-style-type: none"> • Appropriate qualification as listed 5.3.3 • 3 years' practical proven experience as listed 5.3.4 (40 hours a week) 	09	1	5 760 Hrs (720 days)	36
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5.1. PROGRAMME MANAGER

5.1.1. Role Description

The Programme Manager will be responsible for the management of various organizational and business projects, the management of service providers and Consultants implementing certain outputs from Kuyasa as well as supporting the Department in establishing systems and structures to support Post-Settlement development on restituted land. The incumbent will be placed at the Commission on Restitution of Land Rights (CRLR) National Office reporting to the Chief Director: Restitution Management Support (CD: RMS).

5.1.2. Responsibilities

The responsibilities of the Programme Manager within the CRLR will be to:

- Manage and oversee the data management process in the CRLR (individual Specialists),
- Manage and oversee the service providers appointed to analyse and improve the commitment register and lead the processes emerging from that project such as policy development and financial information management,
- Lead, plan, implement and oversee Specialist business improvement projects identified from time to time,
- Facilitate stakeholder collaboration to implement post-settlement projects, including entering into memorandum of understanding (MOU) with strategic stakeholders,
- Advise the Commissioners on areas related to the above requiring strategic intervention, policy formulation or business improvement,
- Serve on the various management forums of the Commission, provide strategic advice and report on projects progress,
- The incumbent will not be responsible to lead on Post-Settlement matters and will only play a supporting role to implementation agents.

5.1.3. Requirements

An appropriate graduate qualification in Development Planning, Public Administration, Project Management, Monitoring and Evaluation (M&E), Statistics qualifications as recognized by SAQA (Min. NQF Level 7). Proven competence in Project Management. The incumbent must have **8 years proven experience** at senior management level within Government sector.

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5.1.4. Experience and personal qualities

The successful candidate should possess the following experience and portray the following qualities:

- Expert level experience in Government sector,
- A wide range of competencies in government programmes such as the management of conditional grants, policy formulation, development planning etc,
- preferably over a wide range of sectors such as conservation, forestry, mining and tourism,
- Have very good understanding of government planning processes,
- A good understanding of government procurement processes as well as service provider and contract management,
- Advanced level experience in the MS office environment, including excel and related software,
- Experience in managing a Project Management Office (PMO) with a large portfolio (30+) projects,
- Knowledge of M&E and Statistical Analysis,
- Support implementing agencies with technical and professional advice such as the evaluation of project and business plans, feasibility studies and guidance on settlement models,
- Strong leadership capabilities and an extensive experience in strategic and managerial positions at an executive level,
- The successful candidate must have a clear understanding of the legislative mandate of the Commission, the relevant Government policies and legislation impacting on the Commission and its relationship with the Department, provincial government, and other stakeholders,
- He/she will be expected to be innovative and have organisational abilities, good writing skills, and must possess the SMS core management criteria: Strategic capability and leadership, client orientation and customer focus, problem solving and analysis, people management and empowerment, financial management and change management.

5.1.5. Location & travel requirements

The post will be based in Pretoria, with the need to conduct regular site visits to the eleven (11) provincial offices. The applicant will require his/her own reliable transport/vehicle.

5.1.6. Position level

This is a contract position for a Programme Manager to be remunerated as per the DPSA hourly rates/fees for Consultants. The incumbent will manage various service providers, a Project Management Office (PMO) and various Specialists such as Data Managers and Researchers.

5.2. DATA MANAGER

5.2.1. Role Description

The Data Manager will be responsible for the improvement of the claims data quality and the full adherence to the claim data reporting processes. The goal is to ensure that claim database information flows timely and securely to and from the organization as well as within. The Data Manager will be placed at the Commission on Restitution of Land Rights (CRLR) National Office reporting to a Programme Manager.

5.2.2. Responsibilities

The responsibilities of the Data Manager within the CRLR will be to:

- Review the project data analytic claim status reports,
- Report on the claim status reports results back to the relevant members of the Commission on Restitution of Land Rights (CRLR) and higher levels of government,
- Create and enforce Standard Operating Procedures (SOPs) / policies for effective data management,
- Formulating management techniques for quality data collection to ensure adequacy, accuracy, and legitimacy of data,
- Devising and implementing efficient and secure procedures for data management and analysis with attention to all technical aspects,
- Be a change agent driver for the implementation of new and improved data management systems.

5.2.3. Requirements

An appropriate Bachelor's Degree / National Diploma in a field such as Computer Science/ Information Systems/ Statistics qualifications as recognized by SAQA (NQF Level 6). A minimum of **5 years' proven experience** at a middle management level in Government sector.

5.2.4. Experience and personal qualities

The individual should portray the following qualities:

- Proven experience as Data Manager,
- Understanding of land data such as cadastral data, property descriptions, deeds information and the ability to read maps,
- Excellent understanding of data administration and management functions (collection, analysis, distribution etc.),
- Familiarity with modern database and information system technologies,
- Strong numeric and analysis skills are needed,
- Excellent proficiency in MS Office (Excel, Access, Word etc.),
- An analytical mindset with problem-solving skills,
- Excellent communication and collaboration skills,
- Presentation skills (development of material and delivery of content),
- People management to obtain the necessary inputs and effectively communicate the outcomes in a constructive manner.

5.2.5. Location & travel requirements

The post will be based in Pretoria, with the need to conduct regular site visits to the eleven (11) provincial offices. The applicant will require his/her own reliable transport/vehicle.

5.2.6. Position level

This is a contract position for a Data Manager to be remunerated as per the DPSA hourly rates/fees for Consultants. The incumbent will manage one Data Analyst.

5.3. DATA ANALYST

5.3.1. Role Description

The Data Analyst will be responsible to update, report, manage and improve the current excel based databases. Thus, requires proficiency in MS Office (notably excel/Access) and other related software's. The reporting will be used to monitor and improve the claim process flow. The Data Analyst will be placed at the Commission on Restitution of Land Rights (CRLR) National Office reporting to the Data Manager within the Programme Management Office (PMO).

5.3.2. Responsibilities

The responsibilities of the Data Analyst within the Commission on Restitution of Land Rights (CRLR) are:

- Collecting and interpreting data,
- Analysing results,
- Reporting the results back to the relevant members of the Commission on Restitution of Land Rights (CRLR) and higher levels of government,
- Identifying patterns and trends in data sets,
- Working alongside teams within the business or the management team to establish business needs,
- Defining new data collection and analysis processes.

5.3.3. Requirements

An appropriate Bachelor's Degree / National Diploma in Information Systems/ Information Management / Statistics qualifications as recognized by SAQA (NQF level 6). A minimum of **3 years' proven experience** as Data Analyst.

5.3.4. Experience and personal qualities

The individual should portray the following qualities:

- Experience in data models and reporting packages,
- Ability to analyze large datasets,
- Ability to create / write comprehensive and executive reports,
- Strong verbal and written communication skills,
- An analytical mind and inclination for problem-solving.
- Attention to detail,
- Proficient in MS Office (Excel, Access, Word etc.),

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER WITH RELEVANT EXPERTISE TO PROVIDE THREE (3) SPECIALISTS IN TERMS OF SECTION 9 OF RESTITUTION OF LAND RIGHTS ACT 22 OF 1994 FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF THREE (3) YEARS.

- Presentation skills (development of material and delivery of content),
- People management to obtain the necessary inputs and effectively communicate the outcomes in a constructive manner.

5.3.5. Location & travel requirements

The post will be based in the Pretoria, with the need to conduct regular site visits to the eleven (11) provincial offices. The applicant will require his/her own reliable transport/vehicle.

5.3.6. Position level

This is a contract position for a Data Analyst to be remunerated as per the DPSA Hourly Fee Rates for Consultants. The incumbent will not have any subordinate's or direct reports.

6. EXPECTED DELIVERABLES/OUTCOMES

- 6.1.** Monthly, quarterly and annual comprehensive reports on the status of the outputs as per the terms of reference (TOR).
- 6.2.** Monthly/quarterly and annual CRLR Performance reports.
- 6.3.** Post-Settlement co-ordination system/ inputs.
- 6.4.** Annual Financial Statements (AFS) co-ordination system/process/inputs.
- 6.5.** Commitment register co-ordination system/ process inputs/inputs.
- 6.6.** Effective/ efficient and appropriate SOPs/ Policies for the inputs as per the terms of reference (TOR).

7. MANDATORY REQUIREMENT

- 7.1.** Bidders must submit certified copy of valid driver's license for each candidate.

N.B: A bidder that fails to meet the mandatory requirements as stipulated above will be disqualified from further participation.

8. BID VALIDITY PERIOD

- 8.1** All proposals **must** have a validity period of ninety (90) days after the closing date.

9. CONSULTANCY RATES OR FEES FOR RESOURCES REQUIRED

- 9.1.** Bidder's consultancy rates/fees for the resources required must be in line with DPSA hourly rates/fees for Consultants for thirty-six (36) months (http://www.dpsa.gov.za/dpsa2g/consultant_fees.asp).
- 9.2.** Clear cost breakdown for each resource required
- 9.3.** Rates of remuneration will be subject to negotiation, not exceeding the applicable rates as contained in the following guidelines:
 - 9.3.1.** The "Guide on Hourly Fee Rates for Consultants" as issued by the Department of Public Service and Administration (DPSA); and/or

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER WITH RELEVANT EXPERTISE TO PROVIDE THREE (3) SPECIALISTS IN TERMS OF SECTION 9 OF RESTITUTION OF LAND RIGHTS ACT 22 OF 1994 FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF THREE (3) YEARS.

- 9.3.2.** Remuneration guidelines issued by professional service organisations or regulatory bodies, as may be relevant.

10. TRAVELLING AND ACCOMMODATION EXPENSES

Official travelling expenses, accommodation and disbursements will be the Service Provider's responsibility. Travelling costs from home to office and back is regarded as non-official travel and it will be the Specialist's responsibility.

Air travel is restricted to economy class and claims for kilometres may not exceed the rates approved by the Automobile Association of South Africa.

Travel and accommodation to Provinces will be limited to 4 times per year per Specialist and proper authorisation will be required by delegated authority in case the allocated number of travel and/or accommodation expenses have been reached within the contract period.

11. ADDITIONAL DOCUMENTS

The following documents must be submitted together with your proposal:

- 11.1 Tax Compliance Status Pin.
- 11.2 Proof of registration summary report from Central Supplier Database (CSD) or provide the MAAA number.
- 11.3 Proof of points to be awarded for specific goals.
- 11.4 All Standard Bidding Documents (SBD) forms must be fully completed and signed.
- 11.5 Original bid document/proposals must be submitted together with a soft copy of the bid document in a USB flash drive
- 11.6 Technical and financial proposals to be submitted in one (1) sealed envelope.

12. EVALUATION PROCESS

Proposals will be evaluated in a **three (3) 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.

Only bidders who met the mandatory requirements will be considered further for first (1st) stage of evaluation and bid proposal scoring less **seventy (70)** out of one hundred (100) points will not be considered for further evaluation, therefore not qualifying for the second (2nd) stage.

The evaluation on the functionality will be evaluated individually by Members of Bid Specification and Evaluation Committee (BSEC) in accordance with the below functionality criterion and values.

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER WITH RELEVANT EXPERTISE TO PROVIDE THREE (3) SPECIALISTS IN TERMS OF SECTION 9 OF RESTITUTION OF LAND RIGHTS ACT 22 OF 1994 FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF THREE (3) YEARS.

The applicable values that will be utilised when scoring each criterion ranges from:

Score	Description
5	Excellent
4	Good
3	Inadequate
2	Poor
1	Very Poor
Bidders must score a 4 in each criteria in order to obtain 70 out 100	

1 = Very Poor, 2 =Poor, 3 = Inadequate, 4 = Good, 5 = Excellent.

#	Evaluation criteria	Application	WEIGHT	TOTAL																								
1.	CAPACITY (Attach CVs per candidate)	<p>Team assessment: Sufficient content experts and the capacity to facilitate the deliverables as per TOR timeframes for the duration of the entire project.</p> <p>Bidders should have Human resource capacity of three (3) professionals dedicated to work on the project. Each person must have the following minimum appropriate experience, skills and provide CVs per field:</p> <p>Programme Manager – with eight (8) years’ experience as listed in paragraph 5.1.4.</p> <p>Scoring criteria</p> <table border="1"> <thead> <tr> <th>Years of experience</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>9 Years & above</td> <td>5</td> </tr> <tr> <td>8 Years</td> <td>4</td> </tr> <tr> <td>7 Years</td> <td>3</td> </tr> <tr> <td>6 Years</td> <td>2</td> </tr> <tr> <td>5 years & below</td> <td>1</td> </tr> </tbody> </table> <p>Data Manager- 3 – 5 five (5) years’ experience as listed in paragraph 5.2.4.</p> <p>Scoring criteria</p> <table border="1"> <thead> <tr> <th>Years of experience</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>6 years & above</td> <td>5</td> </tr> <tr> <td>5 years</td> <td>4</td> </tr> <tr> <td>4 years</td> <td>3</td> </tr> <tr> <td>3 years</td> <td>2</td> </tr> <tr> <td>2 years & below</td> <td>1</td> </tr> </tbody> </table>	Years of experience	Score	9 Years & above	5	8 Years	4	7 Years	3	6 Years	2	5 years & below	1	Years of experience	Score	6 years & above	5	5 years	4	4 years	3	3 years	2	2 years & below	1	<p>10</p> <p>10</p>	30
Years of experience	Score																											
9 Years & above	5																											
8 Years	4																											
7 Years	3																											
6 Years	2																											
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TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER WITH RELEVANT EXPERTISE TO PROVIDE THREE (3) SPECIALISTS IN TERMS OF SECTION 9 OF RESTITUTION OF LAND RIGHTS ACT 22 OF 1994 FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR) FOR A PERIOD OF THREE (3) YEARS.

		<p>Data Analyst- Three (3) years' experience as listed in paragraph 5.3.4.</p> <p>Scoring criteria</p> <table border="1"> <thead> <tr> <th>Years of experience</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>4 years and above</td> <td>5</td> </tr> <tr> <td>3 years</td> <td>4</td> </tr> <tr> <td>2 years</td> <td>3</td> </tr> <tr> <td>1 year</td> <td>2</td> </tr> <tr> <td>6 months & below</td> <td>1</td> </tr> </tbody> </table>	Years of experience	Score	4 years and above	5	3 years	4	2 years	3	1 year	2	6 months & below	1	10	
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2 years	3															
1 year	2															
6 months & below	1															
2.	QUALIFICATIONS	<p>Programme Manager</p> <p>An appropriate graduate / post-graduate qualification in development planning, public administration, project management, Monitoring and Evaluation (M&E), Statistics qualifications as recognized by SAQA (Min. NQF Level 7). Proven competence in project management.</p> <p>Scoring criteria</p> <table border="1"> <thead> <tr> <th>Qualification NQF level</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>NQF level 8 & above</td> <td>5</td> </tr> <tr> <td>NQF level 7</td> <td>4</td> </tr> <tr> <td>NQF level 6</td> <td>3</td> </tr> <tr> <td>NQF level 5</td> <td>2</td> </tr> <tr> <td>NQF level 4 & below</td> <td>1</td> </tr> </tbody> </table>	Qualification NQF level	Score	NQF level 8 & above	5	NQF level 7	4	NQF level 6	3	NQF level 5	2	NQF level 4 & below	1	10	30
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		<p>Data Manager</p> <p>An appropriate three (3) year bachelor's degree/ National Diploma in a field such as computer science/ information systems/ statistics qualifications as recognized by SAQA (NQF Level 6).</p> <p>Scoring criteria</p> <table border="1"> <thead> <tr> <th>Qualification NQF level</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>NQF level 7 & above</td> <td>5</td> </tr> <tr> <td>NQF level 6</td> <td>4</td> </tr> </tbody> </table>	Qualification NQF level	Score	NQF level 7 & above	5	NQF level 6	4	10							
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3.	EXPERIENCE BY SERVICE PROVIDER (Providing the kind of people required in this field)	<p>Proof of similar projects and references letters completed by the Service Provider to be provided. (Attach three (3) reference letters).</p> <p>5 = 4 and above reference letters 4 = 3 reference letters 3 = 2 reference letters 2 = 1 reference letters 1 = no information submitted</p>		20												
4.	REFERRALS (Minimum of 3 referrals)	<p>Proof of similar projects and referrals from the Specialists to be provided. (Attach three (3) reference letters).</p> <p>5 = 4 and above reference letters 4 = 3 reference letters 3 = 2 reference letters 2 = 1 reference letters 1 = no information submitted</p>		20												
TOTAL POINTS FOR FUNCTIONALITY			100													

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STAGE 2 - EVALUATION ON POWERPOINT PRESENTATION

Only shortlisted bidders will do a Power Point presentation and a bid proposal scoring less than **seventy (70)** out of one hundred (100) points will not be considered for further evaluation, therefore not qualifying for the third (3rd) stage.

The evaluation on stage 2: PowerPoint presentation 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

1 = Very Poor, 2 =Poor, 3 = Inadequate, 4 = Good, 5 = Excellent.

#	ITEM	CRITERIA	WEIGHT	
1.	PORTFOLIO OF EVIDENCE	The Service Provider must demonstrate / provide the following:		40
		Provide companies or organizations that you have undertaken work similar to the project, how was project dealt with to meet the deadlines and to overcome obstacles?	10	
		Outline team in terms of skills linked to resources required on page 5 item 5 of the TOR.	10	
		What impact did the project(s) undertaken had to the organization?	10	
		Timeframe the project was dealt with	10	
2.	EXPERIENCE OF THE SPECIALIST	The Programme Manager <u>must</u> demonstrate experience/knowledge in the following fields:	Total Weight: 20	60
		<ul style="list-style-type: none"> Experience in Land Reform projects, preferably Restitution – Mention at least one (1) project for Land Reform and One (1) for Restitution. 	8	
		<ul style="list-style-type: none"> Experience in managing a Project Management Office (PMO) with a large portfolio (30+) projects – Mention at least two (2) projects where you managed a large portfolio of 30+ projects (PMO). 	7	
		<ul style="list-style-type: none"> Problem solving skills – Mention at least two (2) problems/challenges encountered and how they were dealt with / resolved/mitigated. 	5	

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	The <u>Data Manager must</u> demonstrate experience/knowledge in the following fields:	Total weight 20
	<ul style="list-style-type: none"> • Experience as a Data Manager – Previous institutions - Mention at least two (2) projects as a Data Manager. 	5
	<ul style="list-style-type: none"> • Experience in land data such as cadastral data, property descriptions, deeds information and the reading of maps – Mention at least two (2) projects/instances where the above was applied. 	5
	<ul style="list-style-type: none"> • Understanding of modern database and information system technologies including data administration (including MS) and management functions such as collection, analysis and distribution – Mention at least two (2) modern database and information system technologies applied in previous projects. 	5
	<ul style="list-style-type: none"> • Problem solving skills – Mention at least two (2) problems/challenges encountered and how they were dealt with / resolved/mitigated. 	5
	The <u>Data Analyst must</u> demonstrate experience/knowledge in the following fields:	Total Weight: 20
	<ul style="list-style-type: none"> • Understanding of data models and reporting packages – Mention at least two (2) data models and two (2) reporting packages. 	5
	<ul style="list-style-type: none"> • Strategy to analyze large datasets, patterns, trends, collecting and interpreting data – Mention at least two (2) strategies on how to analyze data sets, patterns, trends, collecting and interpreting data. 	5
	<ul style="list-style-type: none"> • Knowledge of new data collection and analysis processes – Mention at least two (2) new data collection and analysis processes used previously. 	5
	<ul style="list-style-type: none"> • Problem solving skills – Mention at least two (2) problems/challenges encountered and how they were dealt with / resolved/mitigated. 	5
TOTAL POINTS FOR POWERPOINT PRESENTATION		100

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STAGE 3 - POINTS AWARDED FOR SPECIFIC GOALS

Evaluation of bids in terms of the preferential procurement regulations 2022.

The 80/20 preference point system will be used to calculate the points of price in respect of procurement with a rand value equal to or below R50 000 000.

A maximum of 20 points may be awarded to a tenderer for being an HDI and / or subcontracting with and HDI and / or achieving any of the specific goals stipulated in regulation 17.

The points scored by a tenderer in respect of goals contemplated in sub-regulation (2) will be added to the points scored for price.

Only the tender with the highest number of points scored may be selected.

Stipulation of preference point system to be used:

The department hereby stipulate the preference pointed system which will be applied in the adjudication of bids/tenders:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Youth	2		
V. Specific goal: Locality Promotion of South African owned enterprises.	3		

The points for price and HDIs must not exceed 100

13. PROJECT FINANCE AND PAYMENT METHOD

13.1. All Payments will be made in accordance with the completed and approved report by the Project Manager.

13.2. Financial penalties will be imposed for failing to meet the agreed upon milestones, targets, and deadline.

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- 13.3.** Original invoice as per the deliverable that substantiates all costs must be provided.
- 13.4.** 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.
- 13.5.** Invoice will be paid within 30 days after submission, subject to approved report by the Project Manager, as stipulated per National Treasury Regulations and Supply Chain Management prescripts.

14. REPORTING

- 14.1.** The appointed service provider will provide feedback to the relevant Project Manager.
- 14.2.** The service provider should submit and present progress report against the set milestone to the parties on a monthly basis.

15. PERIOD / DURATION OF CONTRACT

- The duration or the time frame set out for this project is three (3) years from the date of signing of a service level agreement (SLA).
- Time frames must be adhered to, as financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

16. COSTING / COMPREHENSIVE BUDGET

A comprehensive budget/overall cost ceiling must be provided inclusive of all costs, disbursements, travel, accommodation and any other expenses and VAT (VAT applicable to Vat Vendor Service Providers only).

17. CONTINGENCY FEE

Bidder to allow a **10% contingency fee** on the total project cost to cover for unforeseen circumstances which will require approval by the Commission on Restitution of Land Rights (CRLR) delegated authority before any goods, works or services can commence.

18. TERMS AND CONDITIONS

- Appointment will be subject to the bidder's express acceptance of the standard bidding documents inclusive of the Government Procurement General Conditions of Contract (GCC).
- 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 on Restitution of Land Rights (CRLR) except where authorized by the CRLR in writing to do so.
- Copyright in respect of all documents and electronic data, prepared or developed for this project shall be vested in the Commission on Restitution of Land Rights (CRLR).
- In the case of appointment, the bidder will enter into a service level agreement with the Commission on Restitution of Land Rights (CRLR)

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- The bidder should be available to commence with the project immediately upon appointment.
- The Commission on Restitution of Land Rights (CRLR) reserves the right to award or not to award this contract.
- The Commission on Restitution of Land Rights (CRLR) reserves the right not to accept the lowest cost proposal.
- The Commission on Restitution of Land Rights (CRLR) reserves the right to terminate the contract should the performance of the bidder 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 Commission on Restitution of Land Rights (CRLR) will not be responsible for.
- Any change of information provided in the TOR that may affect delivery of services should be brought to the Commission on Restitution of Land Rights (CRLR) attention as soon as possible. Failure to comply may result in the contract being terminated.
- Bidders presenting information intentionally incorrect or fraudulent will be disqualified.
- The bidder who have been declared insolvent and wish to do business with the Commission on Restitution of Land Rights (CRLR) must have been rehabilitated and provide the necessary proof thereof.
- The bidder's 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 Commission on Restitution of Land Rights (CRLR).
- The Commission on Restitution of Land Rights (CRLR) reserves the right to invite the recommended bidder to do a presentation to clarify any or all aspects of the proposal as well as to address any substantive issues that the Commission on Restitution of Land Rights (CRLR) may wish to raise. Traveling to the presentation venue will be at the bidders' expense.

19. BRIEFING SESSION AND SUBMISSION DETAILS

Compulsory briefing session

Date: 08 March 2023

Time:10:30

Venue: Microsoft Teams

Link:

Closing/ Submission Date

Date: 17 March 2023

Time: 11:00

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

Submission of bid document

N.B. Technical and financial proposals must be separated on the bid document, i.e., Technical proposal and financial proposal separated in one envelope.

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N.B. Original bid documents/proposals must be submitted together with a soft copy of the bid document in a USB flash drive.

NB: No late proposals will be accepted

20. TERMS OF REFERENCE APPROVED