



**OFFICE OF THE CHIEF LAND CLAIMS COMMISSIONER**

Centre Walk building, Cnr Pretorius and Thabo Sehume Street, Pretoria, 0001 | Private Bag X833, Pretoria, 0001

Tel: (012) 407 4493 E-Mail Jeanette.Duma@drdlr.gov.za

**LA 1.1**

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

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**BID NUMBER:** 5/2/1/2/1-2019/2020

**CLOSING TIME:** 11H00

**CLOSING DATE:** 23 JULY 2019

**THE APPOINTMENT OF A TRAINING PROVIDER/S TO CONDUCT RESEARCH TRAINING FOR OFFICIALS IN THE COMMISSION ON RESTITUTION OF LAND RIGHTS**

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

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the, LA1.1, LA1.2, LA1.3, LA1.6, LA1.7 General Contract Conditions (GCC), SBD1,SBD3.3, SBD4,SBD6.1, SBD 8, SBD9 ,and Terms of reference (TOR).
3. 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.
4. The attached forms must be completed in detail and returned with your bid. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

**SIGNED**

**J.N. DUMA  
ACQUISITION MANAGEMENT  
DATE: 28 JUNE 2019**

**5/2/1/2/1-2019/2020**

**THE APPOINTMENT OF A TRAINING PROVIDER/S TO CONDUCT RESEARCH TRAINING FOR OFFICIALS IN THE COMMISSION ON RESTITUTION OF LAND RIGHTS**

**NB: THE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:**

**DATE:09 JULY 2019**

**TIME: 10:00 AM**

**VENUE: The Commission on Restitution of Land Rights, 266 Pretorius Street, Centre Walk Building, West Block, Pretoria, 8<sup>th</sup> Floor, Boardroom 1**

**TECHNICAL ENQUIRIES**

: Adv. M. Ngobese

EMAIL

: Mxolisi.Ngobese@drdlr.gov.za

**BID RELATED ENQUIRIES**

: Ms. J. N. Duma

E-MAIL

: Jeanette.Duma@drdlr.gov.za

**MAP TO BID BOX (B BOX)**

**5/2/1/2/1-2019/2020 CLOSING DATE: 23 JULY 2019 AT 11:00 AM**

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM: COMMISSION ON RESTITUTION OF LAND RIGHTS)**

**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.**

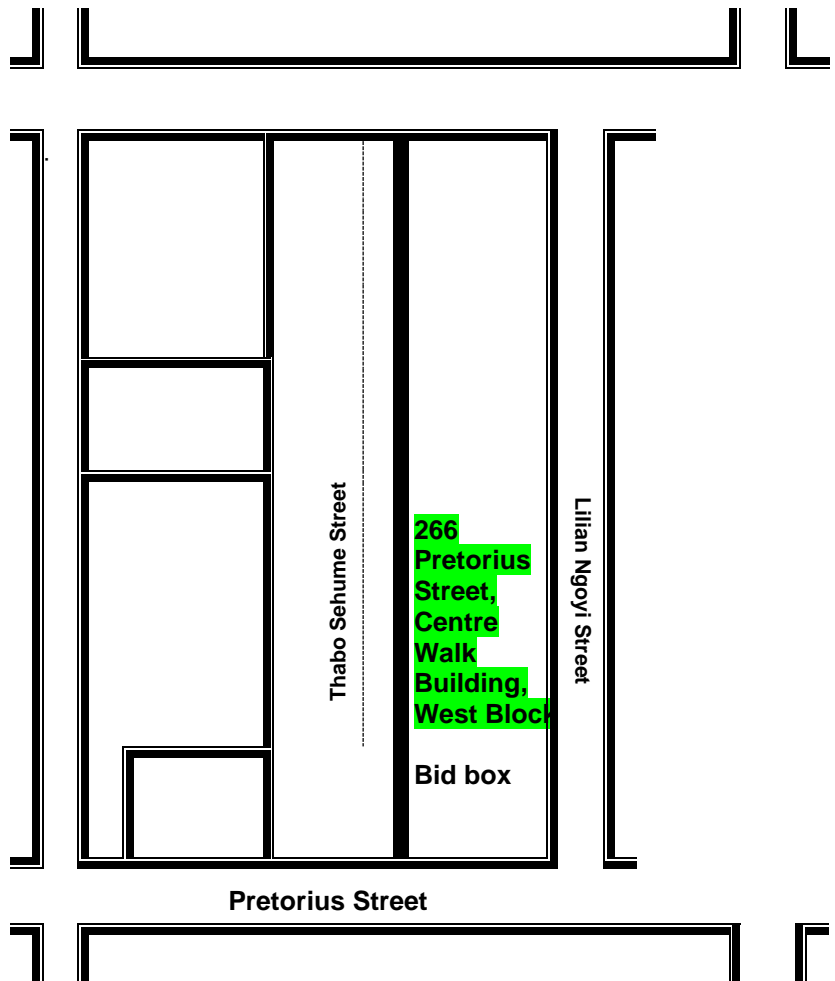
The Bid documents must be deposited in  
The Bid box which is identified as the  
Bid/tender box of the

**THE COMMISSION ON RESTITUTION OF LAND RIGHTS  
266 PRETORIUS STREET, CENTRE WALK BUILDING, WEST BLOCK, PRETORIA, 7<sup>TH</sup> FLOOR, RECEPTION AREA, BID 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 MUST BE IN POSSESSION OF AN ID DOCUMENT OR DRIVERS LICENSE TO GET ACCESS TO THE BUILDING**

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS.  
BIDS DELIVERED AT A WRONG ADDRESS WILL NOT BE CONSIDERED**

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE  
NO EMAILED BIDS WILL BE CONSIDERED**



## LA1.6: RESOLUTION OF BOARD OF DIRECTORS

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

\_\_\_\_\_

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

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

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

\_\_\_\_\_

(project description as per Tender Document)

Tender Number: \_\_\_\_\_ (Tender Number as per Tender Document)

- 2 \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
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8			

**Note:**

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

**ENTERPRISE STAMP**

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

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

\_\_\_\_\_

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

held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Project description as per Tender Document)

Tender Number: \_\_\_\_\_ (Tender Number as per Tender Document)

2 \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

	Name	Capacity	Signature
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**Note:**

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

**ENTERPRISE STAMP**

# LA1.6 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

- 1 \_\_\_\_\_  
\_\_\_\_\_
- 2 \_\_\_\_\_  
\_\_\_\_\_
- 3 \_\_\_\_\_  
\_\_\_\_\_
- 4 \_\_\_\_\_  
\_\_\_\_\_
- 5 \_\_\_\_\_  
\_\_\_\_\_
- 6 \_\_\_\_\_  
\_\_\_\_\_
- 7 \_\_\_\_\_  
\_\_\_\_\_
- 8 \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

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

\_\_\_\_\_  
\_\_\_\_\_  
*(Project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(Tender Number as per Tender Document)*

B. Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)



	Name	Capacity	Signature
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*Note:*

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

**LA1.7  
AUTHORITY OF SIGNATORY**

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

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

<h1>MABEL HOUSE (Pty) Ltd</h1>	
<p>By resolution of the Board of Directors taken on <i>20 May 2000</i>,</p>	
<p><b>MR A.F JONES</b></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: .....

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## 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](http://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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections, tests and analyses**

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



cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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

Js General Conditions of Contract (revised July 2010)



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	5/2/1/2/1-2019/2020	CLOSING DATE:	23 JULY 2019	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A TRAINING PROVIDER/S TO CONDUCT RESEARCH TRAINING FOR OFFICIALS IN THE COMMISSION ON RESTITUTION OF LAND RIGHTS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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	
<b>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.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 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:5/2/1/2/1-2019/2020
CLOSING TIME 11:00	CLOSING DATE: 23 JULY 2019

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

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

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

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

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

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

TOTAL: R.....

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

Name of Bidder: .....

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

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

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

**\*[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –  
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:  
  
Or for technical information –  
(INSERT NAME OF CONTACT PERSON)

Tel:

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –

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

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.  
 .....  
 .....  
 .....

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

2.11.1 If so, furnish particulars:  
 .....  
 .....  
 .....

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

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

**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

May 2011



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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	.....
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	.....
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

or

**90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

## 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as  
indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES
1. ....
2. ....

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

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

## **SBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



**OFFICE OF THE CHIEF LAND CLAIMS COMMISSIONER**

266 Centre Walk building, Cnr Pretorius and Thabo Sehume Street, Pretoria, 0001 | Private Bag X833, Pretoria, 0001  
Tel: (012) 407 4486

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## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRAINING PROVIDER/S TO CONDUCT RESEARCH TRAINING FOR OFFICIALS IN THE COMMISSION ON RESTITUTION OF LAND RIGHTS**

### **1. BACKGROUND**

- 1.1 The Commission on Restitution of Land Rights (CRLR) was established to solicit, investigate, and to resolve through negotiations and mediation claims for Restitution from persons and communities dispossessed of rights in land, after 19 June 1913, as a result of past racially discriminatory laws and practices, and where a claim was lodged no later than 31 December 1998.
- 1.2 In order to expedite the settlement of claims, the focus over the past year or two was to research all the claims lodged prior to 1998, in line with the Lamosa Judgement of the Constitutional Court.

### **2. PROBLEM STATEMENT**

- 2.1 Significant strides have been made in finalising the investigations into claims but given the gaps identified in the quality of research and or investigations conducted by officials on these land claims, the Commission therefore require the services of suitably qualified training provider in the areas of history, anthropology, archival research for restitution research purposes.
- 2.2 The balance of outstanding claims in the Commission is made up of complex claims, being in the field of mining, forestry, conservation and communal land/ tribal land. The CRLR would therefore require expert training provider to assist the Commission in training officials in the field of research.

### **3. DELIVERABLES**

- 3.1 The training provider is expected to provide training that will ensure production of quality research output by project officers.
- 3.2 It is important to note that the research training must equip officials with the skills to compile credible research reports that might be used as evidence in the Land Claims Court should any affected or interested party in the claim challenge the outcome of the research.
- 3.3 The training provider is also expected to design a curriculum/ training manual that will ensure that training conducted will guide officials to gather data on archival documentary evidence, deeds information, oral research, legal Jurisprudence and ensuring quality control during data collection.
- 3.4 Advise on key considerations towards improved research methodology, advise on key court findings affecting this aspect of work i.e. lodgment, acceptance, gazetting, and

## TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRAINING PROVIDER/S TO CONDUCT RESEARCH TRAINING FOR OFFICIALS IN THE COMMISSION ON RESTITUTION OF LAND RIGHTS

- investigation of merits on validity etc.
- 3.5 To implement training intervention that will enlighten and assist attendees to know and understand research methodology process in the investigation of land claims.
- 3.6 At the end of each training session, the completed evaluation questionnaires will be submitted to the department.
- 3.7 The final report must consist of an analysis of completed evaluation questionnaire that will be given to each candidate at the end of each training session.
- 3.8 **The following table depicts the format and areas that require the training provider to focus on when conducting training of officials and any other additional areas of consideration;**

No.	TASKS	DELIVERABLES OR EVIDENCE
3.8.1	<b>Background</b> on the work done, the legislative framework for conducting research and background of the claimants	3.8.1.1 Background information
3.8.2	<b>Information and particulars of the claimants</b> (i.e. who lodged the land claim; date of lodgement of the claim; manner of lodgement; on whose behalf was it lodged; and claimant entity at the time of dispossession and currently).	3.8.2.1 Claim form/ letter/affidavit/ ACLA 3.8.2.2 Section 10(3) Community or Family Resolution 3.8.2.3 Family Tree Affidavits(s) and/or List of Claimants
3.8.3	<b>The property description</b> as was at the time of dispossession and as is currently.	3.8.3.1 Parent Diagram(s) 3.8.3.2 Portion Diagram(s) 3.8.3.3 1:50 000 Compilation Maps 3.8.3.4 1:50 000 Topographical Maps 3.8.3.5 Google Earth (GPS Co-ordinates)
3.8.4	<b>Location of the claimed land</b> (i.e. distance and direction from the nearest towns, provincial and/or national road; and GPS co-ordinates);  <b>The spatial apartheid information and particulars</b> (i.e. was the claimed land at the time of dispossession included or not in the “ <b>Schedule Areas</b> ” – 1913. 1925 and 1927 Acts” and “ <b>Released Areas</b> ” – 1936 Act”); and  <b>Encumbrances on the claimed land</b> (i.e. bonds, business rights, mineral rights, water rights, servitudes and their holders);	3.8.4.1 1:50 000 Compilation Maps 3.8.4.2 A copy(ies) or schedules of “Scheduled Areas” and Released Areas” 3.8.4.3 A copy(ies) of AKTEX Reports; business certificate(s); Deeds of Transfer(s); Notarial Deed(s) of Bond(s), mineral rights, water rights and servitudes.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRAINING PROVIDER/S TO CONDUCT RESEARCH TRAINING FOR OFFICIALS IN THE COMMISSION ON RESTITUTION OF LAND RIGHTS**

No.	TASKS	DELIVERABLES OR EVIDENCE
3.8.5	<b>History of acquisition of the claimed land</b> – from the first formal registration to the current land owner(s), their information and particulars;	3.8.5.1 Land Transfer Record(s) 3.8.5.2 AKTEX Report(s) 3.8.5.3 Deed of Transfer(s)
3.8.6	<b>Nature of rights in land the claimants were dispossessed of</b> – conduct the land rights enquiry on registered/formal (i.e. deeds of transfers) and/or unregistered/informal (i.e. beneficial occupation of more than ten (10) years, labour tenancy and accompanying rights, sharecropping, etc);	3.8.6.1 Land Transfer Record(s) 3.8.6.2 AKTEX Reports 3.8.6.3 Deeds of Transfer(s) 3.8.6.4 Aerial photographs 3.8.6.5 Archival and documentary evidence (National and provincial Archives, Magistrate offices, National and Local Libraries, <i>trekpass</i> and other documents in possession of claimants, and etc) 3.8.6.6 Oral testimony to be converted into an Affidavit or Sworn Statement to be deposed of by the nominated member of the Community or Family
3.8.7	<b>The date(s) and circumstance(s) (i.e. <i>modus operandi</i>) of dispossession</b>	3.8.7.1 Archival and documentary evidence (National and provincial Archives, Magistrate offices, National and Local Libraries, <i>trekpass</i> and other documents in possession of claimants, and etc) 3.8.7.2 Oral testimony to be converted into an Affidavit or Sworn Statement to be deposed of by the nominated member of the Community or Family
3.8.8	<b>The racial law(s) and/or racial practice(s)</b> used to dispossess the claimants	3.8.8.1 A copy(ies) of legislation(s) used 3.8.8.2 A copy(ies) of Proclamation(s) used 3.8.8.3 A copy(ies) of Cabinet Decision(s) 3.8.8.4 Direct and indirect involvement of the state 3.8.8.5 Collusion of the then dominant race 3.8.8.6 Any racial practice used 3.8.8.7 Archival and documentary evidence (National and provincial Archives, Magistrate offices,

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRAINING PROVIDER/S TO CONDUCT RESEARCH TRAINING FOR OFFICIALS IN THE COMMISSION ON RESTITUTION OF LAND RIGHTS**

No.	TASKS	DELIVERABLES OR EVIDENCE
		<p>National and Local Libraries, <i>trekpass</i> and other documents in possession of claimants, and etc)</p> <p>3.8.8.8 Oral testimony(ies) to be converted into an Affidavit or Sworn Statement to be deposited of by the nominated member of the Community or Family</p>
3.8.9	<p><b>The State body(ies), department(s) or official(s) responsible for the dispossession;</b></p>	<p>3.8.9.1 Archival and documentary evidence (National and provincial Archives, Magistrate offices, National and Local Libraries, <i>trekpass</i> and other documents in possession of claimants, and etc)</p> <p>3.8.9.2 Oral testimony to be converted into an Affidavit or Sworn Statement to be deposited of by <i>the nominated member of the Community or Family</i></p> <p>3.8.9.3 Direct and indirect involvement of the state and corroborating documentary evidence;</p> <p>3.8.9.4 Collusion of the then dominant race and the then government (to be corroborated by documentary evidence)</p>
3.8.10	<p><b>The compensation received and the form thereof</b> (i.e. valuation conducted, acceptance of offer in the form of alternative land and/or financial compensation) that was paid at the time of dispossession.</p>	<p>3.8.10.1 Archival and documentary evidence (National and provincial Archives, Magistrate offices, National and Local Libraries, <i>trekpass</i> and other documents in possession of claimants, and etc)</p> <p>3.8.10.2 Oral testimony to be converted into an Affidavit or Sworn Statement to be deposited of by the nominated member of the Community or Family</p>

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRAINING PROVIDER/S TO CONDUCT RESEARCH TRAINING FOR OFFICIALS IN THE COMMISSION ON RESTITUTION OF LAND RIGHTS**

<b>No.</b>	<b>TASKS</b>	<b>DELIVERABLES OR EVIDENCE</b>
3.8.11	The nature of land use(s) at the time of dispossession and the current land use(s)	3.8.11.1 Photographs, pointing out (graves, ruins, landmarks and etc) 3.8.11.2 Deeds of Transfer(s) 3.8.11.3 Aerial photographs (i.e. previous and latest) 3.8.11.4 Archival and documentary evidence (National and provincial Archives, Magistrate offices, National and Local Libraries, and other documents in possession of claimants, and etc) 3.8.11.5 Oral testimony to be converted into an Affidavit or Sworn Statement to be deposed of by the nominated member of the Community or Family
3.8.12	The hardships suffered by the claimants at the time of dispossession and the hardships that have been and are being suffered by claimants since and as a result of the dispossession in question;	3.8.12.1 Archival and documentary evidence (National and provincial Archives, Magistrate offices, National and Local Libraries , and other documents in possession of claimants, and etc) 3.8.12.2 Audio and video recordings, oral testimony(ies) to be converted into Supporting Affidavits or Sworn Statements, to be deposed of by the nominated members of the Community or Family
3.8.13	Find out whether or not are there ANY competing and/or overlapping claims on the same (claimed) property	3.8.13.1 Magic System 3.8.13.2 Landbase 3.8.13.3 Umhlabawethu 3.8.13.4 Other units in the Commission/ PSSC i.e IMU/ Legal
3.8.14	Information and particulars of parties having a stake in the resolution of the land claims.	3.8.14.1 Names and/or Surname 3.8.14.2 Registration Numbers 3.8.14.3 Physical Addresses 3.8.14.4 Postal Addresses 3.8.14.5 Telephone Numbers 3.8.14.6 Facsimile Numbers 3.8.14.7 Cellular Phone Numbers



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRAINING PROVIDER/S TO CONDUCT RESEARCH TRAINING FOR OFFICIALS IN THE COMMISSION ON RESTITUTION OF LAND RIGHTS**

No.	TASKS	DELIVERABLES OR EVIDENCE
3.8.15	<b>Bibliography</b>	3.8.15.1 Sources consulted
3.8.16	<b>Conclusion(s)</b>	3.8.16.2 Based on the findings of the research report as per section 2 of the Restitution Act read together with the Rules of the Commission
3.8.17	<b>Recommendations</b>	3.8.17.1 Based on the findings of the research report as per section 2 of the Restitution Act read together with the Rules of the Commission

3.9 The final report on training undertaken to be submitted by the Service Provider must address in detail all the issues stipulated above.

**4. SCOPE OF THE PROJECT**

4.1 The training will be divided into two components being research theory / practical and legal research (Definitions, Legislations, Land Reform Concepts, etc.)

4.2 The training provider must provide two (2) facilitators, one will train on research theory and practical and the other one on legal research.

4.3 Training modules:

- Historical Research as indicated on page 3 of the Terms of Reference on item 3.8.5 and item 3.8.6 above.
- Field work as indicated on page 5 of the Terms of Reference on item 3.8.11 above.
- Legal Jurisprudence as indicated on page 1 of the Terms of Reference on item 3.4 above

4.4 Training intervention will be directed towards the following categories of officials:

- Project Officers
- Project Coordinators
- Project Managers

4.5 Training will be delivered in nine (9) Provinces and the host province will be swapped around to accommodate the different training focus areas. Each province will be allocated 2 weeks of training with a week-long break in between. This will ensure that there will always be officials in the office to render services to the public. Training will be provided according to the following groups:

WEEK NO	PROVINCES	NUMBER OF TRAINEES	TRAINING LOCATION	FOCUS AREA
WK 1	Eastern Cape (4 Days)	29 trainees	East London	Historical Research and Field Work

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRAINING PROVIDER/S TO CONDUCT RESEARCH TRAINING FOR OFFICIALS IN THE COMMISSION ON RESTITUTION OF LAND RIGHTS**

<b>WK 1</b>	Western Cape (2 Days)	27 Trainees	Cape Town	Legal Jurisprudence Training
<b>BREAK 1</b>				
<b>WK 2</b>	Eastern Cape (2 Days)	29 trainees	East London	Legal Jurisprudence Training
<b>WK 2</b>	Western Cape (4 Days)	27 Trainees	Cape Town	Historical Research and Field Work
<b>BREAK 2</b>				
<b>WK3</b>	Kwazulu-Natal (4 Days)	30	Pietermaritzburg	Historical Research and Field Work
<b>WK 3</b>	Kwazulu-Natal (2 Days)	30	Pietermaritzburg	Legal Jurisprudence Training
<b>BREAK 3</b>				
<b>WK 4</b>	Kwazulu-Natal (2 Days)	30	Pietermaritzburg	Legal Jurisprudence Training
<b>WK 4</b>	Kwazulu-Natal (4 Days)	30	Pietermaritzburg	Historical Research and Field Work
<b>BREAK 4</b>				
<b>WK 5</b>	Mpumalanga (4 Days)	20	Nelspruit	Historical Research and Field Work
<b>WK 6</b>	Mpumalanga (2 Days)	20	Nelspruit	Legal Jurisprudence Training
<b>BREAK 5</b>				
<b>WK 7</b>	Limpopo (4 Days)	27	Polokwane	Historical Research and Field Work
<b>WK 7</b>	Limpopo (2 Days)	27	Polokwane	Legal Jurisprudence Training
<b>BREAK 6</b>				
<b>WK 8</b>	Limpopo (2 Days)	27	Polokwane	Legal Jurisprudence
<b>WK 8</b>	Limpopo (4 Days)	27	Polokwane	Historical Research and Field Work
<b>BREAK 7</b>				

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRAINING PROVIDER/S TO CONDUCT RESEARCH TRAINING FOR OFFICIALS IN THE COMMISSION ON RESTITUTION OF LAND RIGHTS**

<b>WK 9</b>	North West (4 Days)	30	Mafikeng	Historical Research and Field Work
<b>WK 9</b>	Gauteng (2 Days)	14	Pretoria	Legal Jurisprudence Training
<b>BREAK 8</b>				
<b>WK 10</b>	North West (2 Days)	30	Mafikeng	Legal Jurisprudence Training
<b>WK 10</b>	Gauteng (4 Days)	14	Pretoria	Historical Research and Field Work
<b>BREAK 9</b>				
<b>WK 11</b>	Free State (4 Days)	9	Bloemfontein	Historical Research and Field Work
<b>WK 11</b>	Northern Cape (2 Days)	15	Kimberly	Legal Jurisprudence Training
<b>BREAK 10</b>				
<b>WK 12</b>	Free State (2 Days)	9	Bloemfontein	Legal Jurisprudence Training
<b>WK 12</b>	Northern Cape (4 Days)	15	Kimberly	Historical Research and Field Work

**5. REQUIRED EXPERTISE**

- Report writing
- Legal
- Mapping
- Field work
- Historical Research
- Geography

**6. RESPONSIBILITIES**

**6.1 Commission on Restitution of Land Rights**

- Provide an active land claim case study
- Accommodation for officials
- Transport for officials

**6.2 The Training Provider**

- Service providers logistics

# TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRAINING PROVIDER/S TO CONDUCT RESEARCH TRAINING FOR OFFICIALS IN THE COMMISSION ON RESTITUTION OF LAND RIGHTS

- Study Material
- Venue ( The venue should be in the town where the office is located)
- Catering
- Accommodation for the trainer
- Transport for the trainer

## 7. PROJECT TIMEFRAMES

- 7.1 The project must be completed within **4 months** of the date of appointment and the milestones and activities within the timelines listed.
- 7.2 The service provider should contact the office of the Chief Land Claims Commissioner should there be any further enquiries or a need to clarify any issues relating to the proposal.
- 7.3 The service provider will be required to sign a formal contract in terms of General Conditions of Contract & SBD 7.2 at the Office of the Chief Land Claims Commissioner prior to the commencement of the project.

## 8. PAYMENT METHOD

- 8.1 Payments will be made **AFTER** completion of training that is considered satisfactory on training provided.
- 8.2 Financial penalties will be imposed for non-compliance with agreed upon project completion timeframe.
- 8.3 Original invoices as per the deliverable that substantiate all costs must be provided. Invoices must clearly indicate the numbers of hours spent on the project, for what purpose those hours were spent and to what extent the objectives were achieved.

## 9. MANDATORY REQUIREMENTS

Failure to submit the following requirements with the proposal will disqualify the bidder's proposal:

### 9.1 Pre-Qualification Criteria

The Commission has decided to apply pre-qualification as determined by Preferential Procurement Regulations 2017 and only the following bidders may respond:

**(a)** A bidder must sub-contracting 5 % of the total bid amount to the following:

- An EME or QSE which is at least 51% owned by black people

**Note:** a valid agreement must be submitted between the two parties with the proposal; the sworn affidavit must be attached of the sub-contractor.

**NB: A bid that fails to meet any pre-qualifying criteria stipulated above will be disqualified and not evaluated further.**

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## 9.2 Mandatory documents

9.2.1 The training provider/s should provide proof of SAQA accreditation on research.

9.2.2 Training provider/s must provide a profile.

## 10. ADDITIONAL DOCUMENTS

The following documents must be sent together with the proposal:

- A resolution authorizing a particular person to sign the bid documents (Full completion and signing of LA 1.6 or resolution on company letter head).
- Valid Tax Clearance Certificate
- Valid BEE Certificate or Sworn Affidavit
- Standard Bidding Documents ( SBD 3.3, SBD 4, SBD 6.1, SBD 8, and SBD 9)
- Proof of registration summary report from Central Supplier Database or provide the MAAA number.

## 11. EVALUATION PROCESS

Bids will be evaluated in a two stage bidding process as outlined below:

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

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

### 11.1 STAGE ONE - EVALUATION ON FUNCTIONALITY (60 points out of 100 points)

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

The following criteria will used to evaluate all bids (Bidders must include narrative in response to the criteria below)

The applicable values that will be utilized when scoring each criteria ranges from **1>being poor, 2 > being average, 3 > being good, 4 > being very good and 5 > being excellent.**

ITEM	CRITERIA	WEIGHT
<b>QUALIFICATION</b>	<ul style="list-style-type: none"> <li>• Project Manager/Team leader should possess at least a Master's Degree qualification with a research methodology as a passed major course.</li> <li>• Other project/team members should possess at least a post graduate qualification in education and training with research methodology as a passed course <b>( Attach CVs and qualifications)</b></li> </ul>	<b>25</b>
<b>EXPERIENCE</b>	<ul style="list-style-type: none"> <li>• The project manager/ Team Leader should have at</li> </ul>	<b>10</b>

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<b>AND TRACK RECORD</b>	least five years' experience in Land Reform/Restitution Research.	
	<ul style="list-style-type: none"> <li>The Facilitator should have at least five (5) years of experience in the field of education and training.</li> </ul>	<b>10</b>
	<ul style="list-style-type: none"> <li>Previous experience in this field and record of achievements must be clearly demonstrated or an overview of each Team Members' area of expertise and experience (<b>Attach CVs of key personnel with relevant expertise / skills</b>).</li> </ul>	<b>10</b>
	<ul style="list-style-type: none"> <li><b>The training provider must attach three (3) reference letters of previous experience in a similar project from different institutions).</b></li> </ul>	<b>5</b>
	<ul style="list-style-type: none"> <li>Legal Jurisprudence: The training provider is expected to be familiar and be able advise / guide the trainees on key relevant court findings that affects the investigations aspect of the claim process, in as far as lodgment/ acceptance / gazetting/ validity merits investigation.(<b>Provide two (2) reference letters</b>)</li> </ul>	<b>10</b>
<b>METHODOLOGY &amp; PROJECT PLAN</b>	<ul style="list-style-type: none"> <li>Proposed Methodology of the project in terms of the deliverables required within the time frame. A detailed project plan and milestones linked with timeframes, taking into account page 6 item 4.4 of the TOR which is the training schedule.</li> </ul>	<b>30</b>
<b>TOTAL POINTS FOR FUNCTIONALITY</b>		<b>100</b>

Note: A bid proposal must score at least sixty (60) or more out of one hundred (100) points on functionality in order to qualify for advancement to the next phase of evaluation. A bid proposal scoring less than sixty (60) out of one hundred (100) will not be considered for further evaluation and will be disqualified.

**11.2 STAGE TWO: PREFERENCE POINTS AND PRICE:**

Bid proposal/s which qualified in the first stage will be further evaluated based on the 80/20 preference points system in accordance with the Preferential Procurement Policy Framework Act (PPPFA), where 80 points will be attained in respect of price and 20 points will be awarded for attaining the Broad-Based Economic Empowerment (B-BBEE) status level of contribution.

The total points obtained for price will be converted to the 80/20 preference point system in order to obtain a final point out of 80 points; and the remaining 20 points, B-BBEE status level of contribution allocated for these points as indicated in the enclosed SBD 6.1 form, that is compulsory to form part of the proposal; In terms of the PPPFA the 80/20 principle will be applied;

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In terms of regulation 6(2) and 7(2) of the Preferential Procurement Regulations preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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

Points must be awarded to a company for attaining the B-BBEE status level of contribution in accordance with the table below

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

In order to claim the B-BBEE Status Level of Contributor, bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by accredited Verification Agencies by SANAS or Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids, to substantiate their B-BBEE claims. The Exempted Micro Enterprise must submit a sworn affidavit signed by the EME representative and attested by a commissioner of oaths.

## 12. PRICING

12.1 Service providers are required to present a bid (proposal and pricing schedule), and there should be an indication of how the pricing schedule relates to envisaged cost per deliverable. (Refer to SBD 3.3)

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## **13. TERMS AND CONDITIONS**

- Appointment will be subject to the Service Provider's express acceptance of the standard bidding documents inclusive of the Government Procurement: General Conditions of Contract.
- No material or information derived from the provision of the services under these may be used for any purpose other than those of the Commission on Restitution of Land Rights except where authorized by the Commission on Restitution of Land Rights in writing to do so.
- Copyright in respect of all documents and electronic data, prepared or developed for the purpose of this project shall be vested in the Commission on Restitution of Land Rights.
- In the case of appointment, the service provider will enter into a Service Level Agreement with the Commission on Restitution of Land Rights.
- The Service Provider should be available to commence with the project immediately upon appointment onto the panel.
- The Commission on Restitution of Land Rights reserves the right to award or not to award this contract.
- The Commission on Restitution of Land Rights reserves the right to terminate the contract should the performance of the service provider be unsatisfactory.
- It is the responsibility of prospective bidders to ensure that their bid documents are submitted before 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 Commission on Restitution of Land Rights will not be held responsible.
- Service providers presenting information intentionally incorrect or fraudulent will be disqualified.
- Service providers who have been declared insolvent and wish to do business with the Commission on Restitution of Land Rights must have been rehabilitated and provide necessary proof thereof.
- The Service Provider team members named in the proposal should be retained for the duration of the project. Any replacement of team members must first be discussed and approved by the Commission on Restitution of Land Rights.
- A Service Level Agreement (SLA) stipulating time frames and the reporting schedule will be signed between the Commission on Restitution of Land Rights and the recommended service provider.

## **14. TERMS OF REFERENCE APPROVAL**

**APPROVED**