



agriculture, land reform
& rural development

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

Directorate: Finance and Supply Chain Management, P. O Box 1716, Quigney, EAST LONDON, 5201, Block H, Ocean Terrace, Quigney, EAST LONDON. Tel (043) 7430078; Fax (043) 743 0532

Enquiries: Victor Gazi

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT

BID NUMBER : DALRRD EC :001 (2022/2023)

BID DESCRIPTION: TERMS OF REFERENCE FOR THE APPOINTMENT OF AN EXTENDED PANEL OF SERVICE PROVIDERS TO CONDUCT RESEARCH FOR THE OUTSTANDING LAND CLAIMS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS FOR THE EASTERN CAPE, IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994) FOR A PERIOD ENDING IN AUGUST 2023.

CLOSING DATE: 31 AUGUST 2022

CLOSING TIME: 11H00

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

1. Attached please find the LA1.1; LA1.2; Terms of Reference; General Conditions and Contract 2010 (GCC); SBD1; SBD4; furnish us with a bid proposal.
2. The attached forms must be completed in detail and returned with your proposal. Bid proposals must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid Number, Bid Description and closing date and time.
3. An envelope can be placed in the bid box at the foyer of the Block H, Ocean Terrace, 15 Couner Moore Coutts Street, Quigney, East London to Department of agriculture, land reform & rural development

Yours faithfully

Deputy Director, Supply Chain Management

Date: 14/08/2022

BID NO: DALRRD EC: 002 (2022/2023)

TERMS OF REFERENCE FOR THE APPOINTMENT OF AN EXTENDED PANEL OF SERVICE PROVIDERS TO CONDUCT RESEARCH FOR THE OUTSTANDING LAND CLAIMS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS FOR THE EASTERN CAPE, IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994) FOR A PERIOD ENDING IN AUGUST 2023 BID NO DALRRD EC:001(2022/2023).

THERE WILL BE A NO BRIEFING SESSION:

CLOSING DATE: 31 AUGUST 2022

TECHNICAL ENQUIRIES

TEL

EMAIL

: Mr Zama Memela

: 043 700 6000

: zama.memela@dalrrd.gov.za

BID RELATED ENQUIRIES

TEL

EMAIL

: Mr Victor Gazi/ Ms N Dekeda/ Ms L Zenani

: (043) 701 8100)

: victor.gazi@dalrrd.gov.za or nobuntu.dekeda@dalrrd.gov.za or lusanda.zenani@dalrrd.gov.za





OFFICE OF THE CHIEFLAND CLAIMS COMMISSIONER

Centre Walk Building, Cnr Pretorius and Thabo Sehume Street, Pretoria, 0001 | Private Bag X833, Pretoria, 0001
Tel: (012) 407 4494

TERMS OF REFERENCE FOR THE APPOINTMENT OF AN EXTENDED PANEL OF SERVICE PROVIDERS TO CONDUCT RESEARCH FOR THE OUTSTANDING LAND CLAIMS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS FOR THE EASTERN CAPE, IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994) FOR A PERIOD ENDING IN AUGUST 2023 BID NO DALRRD EC:001(2022/2023)

1. INTRODUCTION

- 1.1. The Restitution of Land Rights Act 22 of 1994 (as amended) was introduced in South Africa with the aim of redressing past injustices created by the past racially based land dispossessions and forced removals.
- 1.2. The Commission on Restitution of Land Rights was established in 1994 in terms of Chapter II, Section 4(3) of the Restitution of Land Rights Act with the objective of facilitating the resolution of all the claims lodged in terms of the provisions of the Act.

2. PROJECT OBJECTIVE

- 2.1. To appoint an extended panel of research service provider's between the Commission on Restitution of Land Rights and such institutions to support and assist the process to complete research on unresolved or outstanding land claims in terms of the Restitution of Land Rights Act, 1994 [Act No 22 of 1994] ("the Restitution Act") on behalf of the Commission on Restitution of Land Rights ("the Commission"), for a period ending in August 2023.
- 2.2. The purpose of the research is to provide the Regional Land Claims Commissioner with comprehensive information that will enable him to determine and conclusively pronounce on the qualification or non – qualification of the claim/s given Section 2 of the Restitution Act.
- 2.3. The Project will require the preparation of Rule 5 Reports (research reports) on each of the farms/properties on which claims were lodged by individuals or communities.
- 2.4. The Research Report will further contain information sourced in the Deeds Office, National and Provincial Archives, National Libraries, oral evidence obtained from claimants and proper site inspections conducted on each property to link claimants with the claimed farm/property.

- 2.4. The Project will moreover require the facilitation of disputes between or amongst communities affected by a land claim/s.

3. BACKGROUND

- 3.1. The Restitution Act provides for restitution to persons, direct descendants of the latter if deceased, estate or communities who were dispossessed of rights in land pursuant to racially discriminatory laws or practices, and who lodged claims not later than 31 December 1998. These claims have been identified to involve unregistered, customary law interest, interest of labour tenancy rights and beneficial occupation rights for a continuous period of more than ten years as provided by the definition of a right in land
- 3.2. The Restitution Act establishes the Commission and the Land Claims Court as the principal institutions that manage the restitution process. The Commission is responsible for the investigation and facilitation of the settlement of land claims through mediation and negotiation. The Land Claims Court adjudicates disputes that may arise between affected parties if a claim cannot be resolved by the Commission.
- 3.3. In terms of Section 9 of the Restitution Act, the Chief Land Claims Commissioner, who is the head of the Commission, is empowered to "appoint one or more persons or organizations with particular knowledge or specific expertise relevant to the achievement of the Commission's objects to advise the Commission regarding any matter connected with the performance of its functions".

4. PROBLEM STATEMENT

- 4.1. The core function of the Commission is the research or investigation of land claims and the facilitation of their settlement through mediation and negotiation. The quality of the research or investigation reports into claims (in the Commission) has been identified as one of the weakest areas over the years as a result of a high attrition rate in the Commission, which affected the capacity of the Commission to produce quality research reports.
- 4.2. In addition, the staff presently employed by the Commission (mostly seconded to the Commission by the Department of Agriculture Land Reform and Rural Development) is required (in the short to medium term) to focus on the processing of claims on state land and claims for financial compensation (through mediation and negotiation). This requirement to focus on the processing of claims further towards the Commission's capability to conduct research of claims.
- 4.3. There has also been a difficulty with tracing certain claimants or inadequate property descriptions, factors that make the research of these claims extremely difficult to conduct. These claims have been excluded from the numbers stated above and will be dealt with through a separate process.

- 4.4. It is in light of the afore going that the Office of the Regional Land Claims Commissioner for the Eastern Cape seeks to extend the panel of service provider/s to conduct, capacitate, coordinate and projects manage research of land claims with some of the officials of the Commission, and transfer research skills through informal training to those officials of the Commission who shall be part of the project.

5. PROJECT DESCRIPTION

- 5.1 The project shall include various aspects, i.e.

- (1) support and facilitate high-quality research on unsettled/outstanding claims which includes augmenting capacity of Provinces with requisite skills;
- (2) complete research on claims designated/allocated to the service provider/s;
- (3) mobilize warehoused legal research focused at magisterial district level; providing a rationalized support across teams, tasks projects of a said trainee and their information assembly quality and management.

- 5.2. The key here will be to provide a quality review process over all research projects whether conducted internally by the Commission or by service provider/s or contracted directly by the Provinces, ensuring that the research quality is complete and adequate and that the report is presented in the designated manner as per the Standard Operating Procedure (SOP) and is adequately supported by adequate documentation.

- 5.3. Consequently, service provider/s shall be required to have a panel of experienced and qualified researchers (individuals or institutions) who shall collectively be required to conduct research, and service the organizational formation and two broad tasks outlined above in order to successfully complete the research of these claims.

- 5.4. The Commission will assign its top researchers to lead and monitor the process. Officials within the Commission will thereby also learn from the service provider/s on the research produced by experienced and qualified researchers.

6. PROJECT SCOPE AND DEFINITION OF WORK

- 6.1 **The service provider/s shall be required to:**

- 6.1.1 Research outstanding claims, in accordance with the Restitution Act read with the Rules of the Commission thereto, write reports on the outcome of the research and make recommendations to the Regional Land Claims Commissioner about land claims. In particular, the researchers shall be required, in respect of each claim researched, to:

- 6.1.2 Provide evidence on the information and particulars of the claimants (i.e. who lodged the land claim; date of lodgement of the claim; on whose behalf was it lodged; and claimant entity at the time of dispossession and indicate what the current status is);

- 6.1.3 Provide evidence on the property description as it was at the time of dispossession as well as what it is currently;
- 6.1.4 Provide evidence on the locality or location of the claimed land [i.e. distance and direction from the nearest towns, provincial and/or national road; and Geographical Positioning System (GPS) co-ordinates], spatial apartheid (i.e. was the claimed land at the time of dispossession included or not in the "Schedule Area – 1913, 1925 and 1927 Acts" and "Released Areas – 1936 Act") and encumbrances on the claimed land (i.e. bonds, business rights, mineral rights, water rights, servitudes and their holders);
- 6.1.5 Provide evidence on the history of acquisition of the claimed land – from the first formal registration to the current land owner(s), their particulars and any other relevant information;
- 6.1.6 Provide evidence on nature of rights in land the claimants were dispossessed of – 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.);
- 6.1.7 Provide evidence on the date(s) and circumstance(s) (i.e. *modus operandi*) of dispossession;
- 6.1.8 Provide evidence on the racial law(s) and/or racial practice(s) used to dispossess the claimants;
- 6.1.9 Provide evidence whether or not the claimant is a person, deceased estate, direct descendant, community or part of the community as contemplated in Section 2(1) or 3 of the Restitution Act;
- 6.1.10 Provide evidence the State body(ies), department(s) or official(s) that dealt with dispossession and which racially discriminatory law or practice that gave rise to the dispossession;
- 6.1.11 Provide evidence on the compensation and the form thereof that was paid at the time of dispossession;
- 6.1.12 Provide evidence on the land use(s) at the time of dispossession and the current land use(s);
- 6.1.13 Provide evidence on the hardship 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;
- 6.1.14 Provide evidence on whether or not are there any competing and/or overlapping claims on the same (claimed) property;
- 6.1.15 Conduct documentary research and the use of qualitative research methodology to assess whether each claim meets the requirements of Section 2 of the Restitution Act read with the Rules of the Commission;

- 6.1.16 Determine on the basis of research evidence whether the land claims individually and or severally meet the requirements of Section 2 of the Restitution Act read with the Rules of the Commission.
- 6.1.17 Where applicable, use and refer to previous judgments (precedent/Case Law) relevant to the circumstances of the dispossession in question;
- 6.1.18 Provide other information as required by the Restitution Act, Regulations thereto, and applicable case law;
- 6.1.19 The information provided by the researcher will be assessed with a view to identifying cases with a probability of compliance with the acceptance criteria for land claims in terms of the Restitution Act; and
- 6.1.20 Report to the Regional Land Claims Commissioner by way of a comprehensive report, covering all aspects embodied in the terms of reference.
- 6.1.21 Provide evidence on the extent of the claimed land; measure the extent of rights lost and estimated number of households that exercised such rights.

6.2 Vetting of research reports

- 6.2.1 The Commission to facilitate discussions and agreement on the vetting standards to be used for the Vetting Teams and to assist in finalizing vetting criteria and developing a checklist to be used in the approval process for any claim. These rationalized parameters and procedures, together with relevant templates and checklists and quality assurance indicators will be identified and incorporated into a SOP.
- 6.2.2 The Vetting Team within the Commission must:
 - 6.2.2.1 analyse research conducted by service providers, appointed in accordance with the Restitution Act and Regulations thereto; and
 - 6.2.2.2 make recommendations to the Regional Land Claims Commissioner about the approval of the research report received from the Researcher.

7. DELIVERABLES

- 7.1 In respect of each claim, and to the extent necessary based on the available deeds and documentary research, it is expected that the service provider/s shall conduct oral research and visit the Claimants, Deeds Office, National and Provincial Archives, National and Local Libraries, Surveyor-General's Office, Surveyor and Mapping (Cape Town) and other credible sources of information, and produce a detailed and comprehensive research report that shall cover the following:

No.	TASKS	DELIVERABLES OR EVIDENCE
1.	Cover Page	1.1 Cover page
2.	Acknowledgement	2.1 Acknowledging the contribution(s) of others in conducting research, drafting and compiling the Research

No.	TASKS	DELIVERABLES OR EVIDENCE
		Report.
3.	Table of Contents	3.1 Table of contents of the detailed and comprehensive research Report.
4.	Executive Summary	4.1 A summary or synopsis of the work conducted, conclusion(s) finding(s) and recommendation(s).
5.	Background on the work done, the legislative framework for conducting research and background of the claimants	5.1. Background information
6.	Information and particulars of the claimants (i.e. who lodged the land claim; date of lodgement of the claim; on whose behalf was it lodged; and claimant entity at the time of dispossession and currently).	6.1. Claim form 6.2. Section 10(3) Community or Family Resolution 6.3. List of original dispossessed individuals 6.4. In loco inspection to determine the location of the ODIs
7.	The property description as was at the time of dispossession and as is currently.	7.1. Parent Diagram(s) 7.2. Portion Diagram(s) 7.3. 1:50 000 Compilation Maps 7.4. 1:50 000 Topographical Maps 7.5. Google Earth (GPS Co-ordinates) 7.6. Provide evidence on the extent of the claimed land; measure the extent of rights lost
8.	Location of the claimed land (i.e. distance and direction from the nearest towns, provincial and/or national road; and GPS co-ordinates); The spatial apartheid information and particulars (i.e. was the claimed land at the time of dispossession included or not in the “ Schedule Areas ” – 1913, 1925 and 1927 Acts” and “ Released Areas ” – 1936 Act”); and Encumbrances on the claimed land (i.e. bonds, business rights, mineral rights, water rights, servitudes and their holders);	8.1. 1:50 000 Compilation Maps 8.2. A copy(ies) or schedules of “Scheduled Areas” and Released Areas” 8.3. 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.
9.	History of acquisition of the claimed land – from the first formal registration to the	9.1. Land Transfer Record(s) 9.2. AKTEX Report(s) 9.3. Deed of Transfer(s)

No.	TASKS	DELIVERABLES OR EVIDENCE
	current land owner(s), their information and particulars;	
10.	Nature of rights in land the claimants were dispossessed of – 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);	10.1. Land Transfer Record(s) 10.2. AKTEX Reports 10.3. Deeds of Transfer(s) 10.4. Aerial photographs 10.5. 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) 10.6. Oral testimony (ies) to be converted into an Affidavit or Sworn Statement to be deposed of by the nominated member of the Community or Family 10.7. Oral testimony(ies) to be converted into Two (2) Supporting Affidavits or Sworn Statements to be deposed of by the nominated members of the Community or Family. 10.8. Estimated number of households that exercised such rights.
11.	The date(s) and circumstance(s) (i.e. <i>modus operandi</i>) of dispossession	11.1. 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) 11.2. Oral testimony to be converted into an Affidavit or Sworn Statement to be deposed of by the nominated member of the Community or Family 11.3. Oral testimony(ies) to be converted into Two (2) Supporting Affidavits or Sworn Statements to be deposed of by the nominated members of the Community or Family
12.	The racial law(s) and/or racial practice(s) used to dispossess the claimants	12.1. A copy(ies) of legislation(s) used 12.2. A copy(ies) of Proclamation(s) used 12.3. A copy(ies) of Cabinet Decision(s) 12.4. Direct and indirect involvement of the state

No.	TASKS	DELIVERABLES OR EVIDENCE
		<p>12.5. Collusion of the then dominant race</p> <p>12.6. Any racial practice used</p> <p>12.7. 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>12.8. Oral testimony(ies) to be converted into an Affidavit or Sworn Statement to be deposed of by the nominated member of the Community or Family</p> <p>12.9. Oral testimony(ies) to be converted into Two (2) Supporting Affidavits or Sworn Statements to be deposed of by the nominated members of the Community or Family</p>
13.	<p>The State body(ies), department(s) or official(s) responsible for the dispossession;</p>	<p>13.1. 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>13.2. Oral testimony to be converted into an Affidavit or Sworn Statement to be deposed of by <i>the nominated member of the Community or Family</i></p> <p>13.3. Oral testimony(ies) to be converted into Two (2) Supporting Affidavits or Sworn Statements to be deposed of by the nominated members of the Community or Family</p> <p>13.4. Direct and indirect involvement of the state and corroborating documentary evidence;</p> <p>13.5. Collusion of the then dominant race and the then government (to be corroborated by documentary evidence)</p>
14.	<p>The compensation and the form thereof (i.e. valuation conducted, acceptance of offer in the form of alternative land and/or financial compensation) that was paid</p>	<p>14.1. Archival and documentary evidence (National and provincial Archives, Magistrate offices, National and Local Libraries, <i>trekpass</i> and other documents in possession of</p>

No.	TASKS	DELIVERABLES OR EVIDENCE
	at the time of dispossession.	<p>claimants, and etc)</p> <p>14.2. 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> <p>14.3. Oral testimony(ies) to be converted into Two (2) Supporting Affidavits or Sworn Statements to be deposited of by the nominated members of the Community or Family</p>
15.	<p>The nature of land use(s) at the time of dispossession and the current land use(s). The current use of the land (what is currently happening on the claimed land).</p>	<p>15.1. Photographs (graves, ruins, landmarks and etc)</p> <p>15.2. Deeds of Transfer(s)</p> <p>15.3. Aerial photographs (i.e. previous and latest)</p> <p>15.4. Archival and documentary evidence (National and provincial Archives, Magistrate offices, National and Local Libraries, and other documents in possession of claimants, and etc)</p> <p>15.5. 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> <p>15.6. Oral testimony(ies) to be converted into Two (2) Supporting Affidavits or Sworn Statements to be deposited of by the nominated members of the Community or Family</p>
16.	<p>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;</p>	<p>16.1. Archival and documentary evidence (National and provincial Archives, Magistrate offices, National and Local Libraries, and other documents in possession of claimants, and etc)</p> <p>16.2. 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> <p>16.3. Oral testimony(ies) to be converted into Two (2) Supporting Affidavits or Sworn Statements to be deposited of by the nominated members of the Community or Family</p>
17.	<p>Find out whether or not are there ANY competing and/or</p>	<p>17.1. Magic System</p>

No.	TASKS	DELIVERABLES OR EVIDENCE
	overlapping claims on the same (claimed) property	17.2. Landbase 17.3. Umhlabawethu
18.	Information and particulars of parties having a stake in the resolution of the land claims.	18.1. Names and/or Surname 18.2. Registration Numbers 18.3. Physical Addresses 18.4. Postal Addresses 18.5. Telephone Numbers 18.6. Facsimile Numbers 18.7. Cellular Phone Numbers
19.	Bibliography	19.1. Sources consulted
20.	Conclusion(s)	20.1. Based on the findings of the research report as per section 2 of the Restitution Act read together with the Rules of the Commission
21.	Recommendations	21.1. Based on the findings of the research report as per section 2 of the Restitution Act read together with the Rules of the Commission

7.2. The final report to be submitted by the Service Provider must address in detail the following:

7.2.1 prescripts stipulated in Rule 3 (lodgement of claim in a prescribed manner, minimum criteria in Section 2 and that claim is not frivolous and vexatious)

7.2.2. Prescripts stipulated in Rule 5 of the Rules Regarding Procedure of the Commission.

7.3. The Service Provider is expected to provide a written summary of the files which were perused on each claim, including all standard file reference details, to facilitate ease of access to those files and documents should it later be necessary.

7.4. It is important to note that the research information provided 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.

7.5. The Service Provider is also expected to design optimal means of gathering data and ensuring quality control during data collection.

8. GENERAL PROCESS CONSIDERATION

8.1. Service Provider is expected to:

8.1.1. Compile a Project Implementation Plan which specifies (in detail) time frames for completion of specific activities and method to be used;

8.1.2. Submit a Project Implementation Plan with specific deliverables and milestones;

- 8.1.3. Submit bi-weekly progress report(s);
- 8.1.4. Submit 3 bound hardcopies of the research report as well as an electronic version on a CD within the stipulated time frames;
- 8.1.5. Consult regularly with relevant parties including the Director: Operations, Project Managers and members of the claimant families/communities on issues relating to work; and
- 8.1.6. Consult with the Chief Director: Land Restitution Support on the form and content of the final product.
- 8.1.7. The Chief Director: Land Restitution Support shall assume overall management of the Project.
- 8.2. The Service Provider is further expected to provide a detailed and Comprehensive Research Report covering the following for each of the allocated claims:**
 - 8.2.1. Oral evidence;
 - 8.2.2. Archival information/Documentary evidence;
 - 8.2.3. Deeds Information;
 - 8.2.4. Surveyor – General's Office Information – Aerial Photographs, Diagrams and Maps
- 8.3 Service provider to should provide a clear description of the claimed land – the extent of the land (hectares/maps):**
 - 8.3.1. SG diagrams showing an exact cadaster & depicting history of cadastre
 - 8.3.2. SG diagrams showing an administrative area if such areas existed at the time of dispossession
 - 8.3.3. Aerial photographs at the time of dispossession and current / latest aerial photographs
 - 8.3.4. Historical topographic maps of the area
 - 8.3.5. Current / latest topographic maps of the area
 - 8.3.6. Historical land use and land potential maps of the area
 - 8.3.7. Current Spatial Development Framework / Zoning Maps of the areas
 - 8.3.8. Provide evidence on the extent of the claimed land; measure the extent of rights lost and estimated number of households that exercised such rights.
- 8.4. Ownership before dispossession – in terms of the following**
 - 8.4.1. Title Deeds, who owned the land
 - 8.4.2. Land Transfer Records / Erf Register
 - 8.4.3. Permission to occupy (PTO)
 - 8.4.4. Beneficial occupation
 - 8.4.5. Who "owned" the land (Government / State or Tribal Authority, Individuals, Households or community?)

8.4.6. Are there competing or overlapping claims in respect of the claimed land – “who is who”

8.5. How did dispossession happen?

- 8.5.1. When (date/year) did dispossession take place in relation to June 1913?
- 8.5.2. What racial discriminatory laws and/or practices were used for dispossession?
- 8.5.3. How were the “owners” removed from the land?
- 8.5.4. To which land were they moved?
- 8.5.5. What compensation was received at the time of removal or dispossession?

9. MONITORING AND EVALUATION

9.1. The service providers are expected to work with or submit all the required reports to the Project Managers in the Office of the Regional Land Claims Commissioner, who will be available to offer assistance to ensure that the Project(s) is/are completed with accuracy and within the stipulated time frames.

10. PAYMENT METHOD AND PRICING SCHEDULE

- 10.1 All payments will be made in accordance with the completed and approved deliverables.
- 10.2 Financial penalties will be imposed for agreed upon milestones, targets, and deadline not met without providing **“Timely notification of such delays and the reasons for the delays”**
- 10.3 Supporting evidence should be furnished that the delays were outside of the influence of Service Provider.
- 10.4 Original invoices, as per deliverable that substantiate all costs must be submitted to the Logistics Management Section where the order originated from. The invoices should include the EC-order number that will be provided to the selected service provider/s upon acceptance of the quotation/bid.
- 10.5 Invoices must clearly indicate the number of hours spent on the Project, for what purpose those hours were spent and to what extent the objectives were achieved.
- 10.6 No copies of invoices will be processed.

11. RESPONSIBILITY AND ROLE

- 11.1. The Regional Land Claims Commissioner will supply Service Provider(s) with
 - 11.1.1. The names of the claimants and their contact details;
 - 11.1.2. Claim forms and other useful information and documents that are necessary to facilitate the activities of the service providers and

- 11.1.3. Arrange the first meeting of the claimant community in order to introduce the service provider to the claimants

12. TIMEFRAME AND IMPLEMENTATION SCHEDULE

- 12.1. The duration of the panel shall be for a period of ending in August 2023 from the date of the signing of the contract.
- 12.2. Nevertheless, the service providers will be required to keep the designated Project Managers in the Office of the Regional Land Claims Commissioner informed of the progress made by submitting and presenting bi – weekly reports.
- 12.3. The Office of the Regional Land Claims Commissioner herewith stipulates the following time frames for the completion of the undermentioned activities:
 - 12.3.1. The period allocated for research of unregistered claims is **60 days** and for registered claims, **30 days** are allocated, as per agreed project plan/work-breakdown structure
 - 12.3.2. An agreed process that will be followed in conducting research
 - 12.3.3. Agreed milestones per activity
 - 12.3.4. A Detailed and Comprehensive Research Reports

13. REPORTING REQUIREMENTS

- 13.1. The overall project, and the research of each claim, should operate within the time frames and milestones stipulated in the context of each project.
- 13.2. The service providers must submit progress reports as follows:
 - 13.2.1 Submit bi-weekly progress report(s);
 - 13.2.1. On a monthly basis in respect of each respective claim being researched;
 - 13.2.2. A comprehensive report at the end of the research of each claim;
 - 13.2.4. A project closing report (Rule 3 and 5) at the end of the project.
 - 13.2.5. The reports are to be delivered in both hard copy and electronic formats.

14. MANDATORY REQUIREMENTS

Tenders will only be considered for acceptance if (i.e. will only be regarded as responsive) if:

- 14.1 Compliance with all Tax requirements: Attach a Valid Tax Clearance Certificate OR provide a Compliance Tax Status Pin OR CSD Number on the space provided on the SBD 1 form.
- 14.2 Bidder must be registered on the National Treasury Central Supplier Database and attach a report as proof or provide registration number (MAAA) on the space provided on SBD 1.

15. TECHNICAL MANDATORY REQUIREMENTS

NB: Should the bidder not attached the required certificates specified below, their bid will be disqualified.

- The Researcher/team member to provide proof of a valid certificate with the South African Geomatics Council (SAGC) as a GIS Technician, Technologist or Practitioner. (Certificate must include registration number and date of registration).
- If the GIS Technician is not yet registered, a proof of the qualifications must be provided (attach certified certificate/s)

16. ADDITIONAL INFORMATION

The Commission on Restitution of Land Rights requires the services in all the districts in the province.

17. EVALUATION CRITERIA

- 17.1 The proposals that are received on the closing date and time will be evaluated on the mandatory requirements, technical requirements, and functionality. Bidders who obtain the minimum required scoring points for functionality will be approved on the panel, which will enable service provider/s to receive Request for Quotations on a rotational basis for projects identified. The evaluation of the quotations will be conducted purely on price and BBBEE points.
- 17.2 The proposal requires **60 out of 100** points to qualify to be on the panel of service providers.
- 17.3 The DALRRD reserves the right to invite short listed bidders to do a presentation to clarify any or all of the evaluation criteria items. In such an instance the attained evaluation points at presentation stage will prevail based on the above criteria. Traveling to the presentation venue will be at the bidders' expense.
- 17.4 The evaluation on the functionality will be evaluated individually by the Members of Bid Evaluation Committee in accordance with the below functionality criterion and values.

The applicable values that will be utilized when scoring each criteria ranges from 0 > very poor 1 > being poor, 2 > being average, 3 > being good, 4 > being very good and 5 > being excellent.

#	ITEM	CRITERIA	WEIGHT
1	QUALIFICATIONS	<ul style="list-style-type: none"> A tertiary qualification of the Project Leader in respect of any of the following: Social Science Research, Anthropology, Sociology Research and Legal qualification <p>No Attachments 0 point Diploma 1 point Degree 2 points Honours 3 points Masters 4 points PHD 5 points</p> <p>(Attach CVs and Certified Certificates- less than 3 months old)</p>	15
2.	TEAM COMPOSITION &	<ul style="list-style-type: none"> Bidders should have Human Resource capacity of professionals dedicated (minimum of 5 members with administrative support) to work on the project with a tertiary qualification and a minimum of 5 years experience in any of the following: Social Science Research, Anthropology, Sociology Research and Legal qualification <p>No experience and Tertiary Qualification (0 point) 1-2 members of the team with relevant tertiary qualification and experience (1 point) 3-4 members of the team with relevant tertiary qualification and experience (2 points) 5-6 members of the team, with relevant tertiary qualification and experience (3 points) 7-8 members of the team with relevant tertiary qualification and experience (4 points) Above 8 members of the team with relevant tertiary qualification and experience (5)</p>	30
3.	EXPERIENCE & TRACK RECORD OF THE SERVICE PROVIDER	<ul style="list-style-type: none"> Provide a written testimonial/s of projects preferably in Restitution research or Land Reform Programme(i.e. Restitution, Social Science Research, Anthropology , Sociology Research or any other related Research projects) No written testimonials (0 point) 1 project (1 point) 2 projects (2 points) 	40

		<ul style="list-style-type: none"> • 3 projects (3 points) • 4 projects (4 points) • 5 projects and above (5 points) <p>(Testimonials and report must be signed and approved by the approving authority concerned).</p>	
4	Work methodology	<ul style="list-style-type: none"> • Methodology not covering the tasks that will be performed- (0 point) • Methodology covering the tasks that will be performed- (1 point) • Methodology covering the tasks and deliverables and time frames- (3 points) • Methodology covering the tasks, deliverables time frames, involvement of the professionals per each activity as well as a cost-(5 points) 	15
TOTAL POINTS FOR FUNCTIONALITY			100

18. TERMS AND CONDITIONS

- 18.1 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.
- 18.2 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.
- 18.3 Copyright in respect of all documents and electronic data, prepared or developed for this project shall be vested in the Commission on Restitution of Land Rights.
- 18.4 In the case of appointment, the service provider will enter into a Service Level Agreement with the Commission on Restitution of Land Rights.
- 18.5 The Service Provider should be available to commence with the project immediately upon appointment onto the panel.
- 18.6 The Commission on Restitution of Land Rights reserves the right to award or not to award this contract.
- 18.7 The Commission on Restitution of Land Rights reserves the right to terminate the contract should the performance of the service provider be unsatisfactory.

- 18.8 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.
- 18.9 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.
- 18.10 Service providers presenting information intentionally incorrect or fraudulent will be disqualified.
- 18.11 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.
- 18.12 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.
- 18.13 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.
- 18.14 Service provider must be conversant in local language: indicate and submit list of names to this effect.
- 18.15 Service Provider should be contactable and should provide the correct and accurate contact details including the office physical address.
- 18.16 All the documents including contracts relating to this project must be signed by the Director of the company.**
- 18.17 The Company must be able to present the research report in the Court of Law and attend to representations from contesting parties when need arises without extra costs.**

19. RECOMMENDATION

19.1 It is therefore recommended that the BSEC Chairperson:

Approves the Terms of Reference for the the appointment of a panel of service provider/s to research land claims for, and, or with, the Commission on Restitution of Land Rights in terms of the Restitution of Land Rights Act, 1994 (Act no. 22 of 1994) for a period ending in August 2023.

Recommendation 19.1 Approved / ~~Not Approved~~ / Comments



MR Z. MEMELA
BSEC CHAIRPERSON, RLCC:EC
DATE: 02/08/2022

Recommendation 19.1 Endorsed/ ~~Not Endorsed~~ / Comments in terms of SCM delegation 15



MR M. NJONGI
DD: SUPPLY CHAIN MANAGEMENT, PSSC:EC
DATE: 10/08/2022

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DALRRD EC :001 (2022/2023)	CLOSING DATE:	31/09/2022	CLOSING TIME:	11:00
DESCRIPTION	TERMS OF REFERENCE FOR THE APPOINTMENT OF AN EXTENDED PANEL OF SERVICE PROVIDERS TO CONDUCT RESEARCH FOR THE OUTSTANDING LAND CLAIMS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS FOR THE EASTERN CAPE, IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994) FOR A PERIOD ENDING IN AUGUST 2023 BID NO DALRRD EC:001(2022/2023)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of agriculture, land reform & rural development, in the tender box located at the Ground Floor, Block H, Ocean Terrace, 15 Couatts Street, East London, before the closing time and date.					
CONTACT PERSON	V Gazi		CONTACT PERSON	Z Memela	
TELEPHONE NUMBER	043 701 8100		TELEPHONE NUMBER	043 700 6000	
FACSIMILE NUMBER	043 743 0532		FACSIMILE NUMBER		
E-MAIL ADDRESS	victor.gazi@dalrrd.gov.za		E-MAIL ADDRESS	Zama.memela@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS 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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder