LA 1.1

OFFICE OF THE CHIEF LAND CLAIMS COMMISSIONER
Private Bag X833, Pretoria, 0001,
Address: 266 Pretorius Street, Centre Walk building, West Block, 7th floor
SUB: DIRECTORATE: SUPPLY CHAIN MANAGEMENT

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

BID NUMBER: C-5/2/1/2/1-2026/2027
CLOSING TIME: 11:00 Am **CLOSING DATE:** 09 DECEMBER 2026

THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO CONDUCT RESEARCH ON LAND CLAIMS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS IN TERMS OF THE RESTITUTION LAND RIGHTS ACT NO 22 OF 1994 (AS AMENDED) FOR A PERIOD OF 36 MONTHS.

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

---

1. Kindly furnish us with a bid for services shown on the attached forms.

2. Please find the Attached: LA1.1, LA1.2, LA1.3, LA1.6, LA1.7, SBD 1, SBD4, General Contract Conditions (GCC), and Terms of Reference.

3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.

4. The attached forms must be fully completed in detail and returned with your bid. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. ***(failure to comply will disqualify your proposal)***

Yours faithfully

Supply Chain Management

LA 1.2

C-5/2/1/2/1-2026/2027

THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO CONDUCT RESEARCH ON LAND CLAIMS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT NO 22 OF 1994 (AS AMENDED) FOR A PERIOD OF 36 MONTHS.

COMPULSORY BRIEFING SESSION (MICROSOFT TEAMS)
DATE: 30 NOVEMBER 2026
TIME: 10:00 AM – 12:00PM

CLOSING DATE: 09 DECEMBER 2026 @11:00 AM

BID VALIDITY PERIOD: 90 DAYS

BID RELATED AND TECHNICAL ENQUIRIES: CLCCBIDS@dlrrd.gov.za

LA 1.3

MAP TO BIDDER BOX (TENDER BOX)

C-5/2/1/2/1-2026/2027 CLOSING DATE: 09 DECEMBER 2026 AT 11:00 AM

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

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

THE SBD FORMS MUST BE SIGNED WITH THE BLACK INK

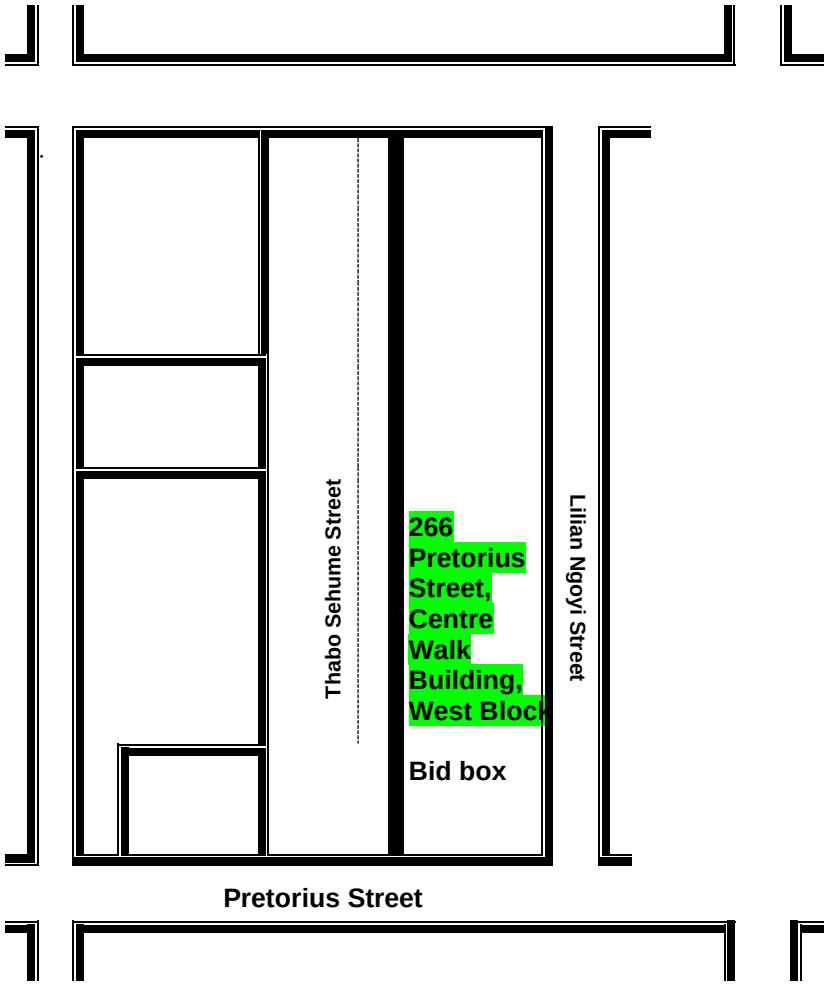
SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

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

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

NB: THE BID BOX OF THE COMMISSION ON RESTITUTION OF LAND RIGHTS IS OPEN ON WEEKDAYS FROM 07:30 AM – 16:30 PM

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



LA1.6: RESOLUTION OF BOARD OF DIRECTORS

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

_____

_____

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

Held at _____ (*place)*

on _____ *(date)*

RESOLVED that:

1 The Enterprise submits a Tender to the Commission on Restitution of Land Rights in respect of the following project:

_____

_____

(*project description as per Tender Document)*

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

2 *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

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

ENTERPRISE STAMP

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

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

_____

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

held at _____ (*place)*

on _____ *(date)*

RESOLVED that:

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

_____

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

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

_____

_____

_____
(*Project description as per Tender Document)*

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

2 *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

Physical address: _____

_____

_____

_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

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

ENTERPRISE STAMP

LA1.6 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 _____

_____

2 _____

_____

3 _____

_____

4 _____

_____

5 _____

_____

6 _____

_____

7 _____

_____

8 _____

_____

Held at _____ (*place)*

on _____ *(date)*

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Commission on Restitution of Land Rights in respect of the following project:

_____

_____
(*Project description as per Tender Document)*

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

B. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

_____

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

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

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

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

Physical address: _____

_____

_____

_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1 ** Delete which is not applicable.*
2. ***NB**: This resolution must be signed by <u>all</u> 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:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000,*

MR A.F JONES

has been duly authorised to sign all documents in connection with

Contract no RDLR-0002(2012/2013), and any contract which may arise there from,

on behalf of *Mabel House (Pty) Ltd.*

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 *A.F Jones)***

As witnesses:

1. . . . . . .

2. . . . . . .

Signature of person authorised to sign the tender: . . . . . .

Date: . . . . . .

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (COMMISSION ON RESTITUTION OF LAND RIGHTS)					
BID NUMBER:	**C-5/2/1/2/1-2026/2027**	CLOSING DATE:	**09 DECEMBER 2026**	CLOSING TIME:	**11:00 AM**
DESCRIPTION	**THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO CONDUCT RESEARCH ON LAND CLAIMS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS IN TERMS OF THE RESTITUTION OF LAND RIGHTS Act NO 22 of 1994 (AS AMENDED) FOR A PERIOD OF 36 MONTHS.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

THE COMMISSION ON RESTITUTION OF LAND RIGHTS

266 PRETORIUS STREET AND THABO SEHUME STREET, CENTRE WALK BUILDING, WEST BLOCK. PRETORIA,0001

7TH FLOOR RECEPTION

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	CLCCBIDS@dlrrd.gov.za	E-MAIL ADDRESS	CLCCBIDS@dlrrd.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	

POINTS FOR SPECIFIC GOALS **[TICK APPLICABLE BOX]**	Who had no franchise in national elections before the 1983 and 1993 Constitution? ☐ Yes ☐ No	Who is female ☐ Yes ☐ No	Who has a disability ☐ Yes ☐ No	Specific goal: Youth ☐ Yes ☐ No	Specific goal: Locality Promotion of South African owned enterprises. ☐ Yes ☐ No

POINTS WILL BE AWARDED FOR SPECIFIC GOALS AS PER SBD 6.1 – PROOF MUST BE SUBMITTED IN ORDER TO QUALIFY FOR SPECIFIC GOALS

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ 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 5 of 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

BID NO: C-5/2/1/2/1-2026/2027

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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.

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

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.

contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 bemanufactured.

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 excludingimmovable property, unless otherwise indicated in the biddingdocuments.

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 thedate of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8.1 All pre-bidding testing will be for the account of the bidder.

8. Inspections, tests and analyses

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 likelyduration 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 shallbe 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 opento 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 affectany 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

se, 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 orcertified 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 laterby him in writing and such postingshall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act aftersuch 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.

(b) aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwi

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.

OFFICE OF THE CHIEF LAND CLAIMS COMMISSIONER
Centre Walk Building, Cnr Pretorius and Thabo Sehume Street, Pretoria, 0001 | Private Bag X833, Pretoria, 0001

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO CONDUCT RESEARCH ON LAND CLAIMS FOR THE COMMISSION ON RESTITUTION OF LAND RIGHTS IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT NO 22 OF 1994 (AS AMENDED) FOR A PERIOD OF 36 MONTHS.

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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 DESCRIPTION

2.1. To appoint a panel of suitably qualified service providers within a multi-disciplinary team approach to conduct restitution research and investigation services 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"), on an as-and-when required basis for a period of thirty-six (36) months.

2.2 Each service provider admitted to the panel must provide, as one integrated team, all of the required specialist disciplines: Historian, Archival specialist, Deeds specialist and a GIS/Cadastral specialist.

3. PROJECT PURPOSE

3.1. The purpose is to establish a national pool of specialist research teams capable of undertaking end-to-end research and investigations of individual land claims, community land claims, research-recovery projects, high impact profile land claims and court-related investigations. Each appointed service provider must maintain an integrated team consisting of a Historian, Archival specialist, Deeds specialist and a GIS/Cadastral specialist. The panel will supplement, and not replace, the Commission's statutory and institutional responsibility for claim investigations and research.

3.2 This will allow the Regional Land Claims Commissioner to determine and conclusively pronounce on the compliance or non – compliance of land claims as per the requirements of Section 2 of the Restitution Act.

4. PROJECT OBJECTIVES

4.1 To increase specialist research capacity for complex, high-impact land claims

4.2 To increase capacity of Regional Land Claims Commissions to research individual and community land claims.

4.3 To strengthen the evidentiary basis of restitution claims by integrating historical interpretation, primary archival evidence, registered-property history and geospatial/cadastral analysis into a single research process.

4.4 To reconstruct, as accurately as the available evidence permits, the historical circumstances of rights in land and dispossession and connect those findings to the current cadastral and ownership configuration.

4.5 To reduce fragmented and duplicative research by requiring the Historian, Archival, Deeds and GIS/Cadastral specialists to work as one coordinated team, share discoveries and resolve cross-disciplinary inconsistencies before finalisation.

4.6 To develop complete, indexed and reusable research reports in line with the Rules of the Commission, Rule 3 and Rule 5 Policies and Standard Operating Procedures of the Commission.

5. BACKGROUND

5.1. 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 land claims not later than 31 December 1998.

5.2. The Restitution Act establishes the Commission 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 Court adjudicates disputes that may arise between affected parties if a claim cannot be resolved by the Commission.

5.3. 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”.

6. PROJECT SCOPE AND DEFINITION OF WORK

6.1 Mandatory multidisciplinary team composition

Each service provider must propose one complete restitution research team containing all four disciplines below. These are complementary roles within a single service offering and are not separate bidding categories. The same-named specialists,

or approved equivalents, must be available for task orders allocated to the service provider. (See Annexure >>>> for detailed scope of work for each team member).

Table 6.1

Category	Specialist stream	Core research question
A	**Historian: Historical Land & Restitution Research**	**What happened historically, to whom, by whom, when, how and why?**
B	**Archival & Documentary Research**	**What primary documentary evidence exists, where is it held, and what does it record?**
C	**Deeds, Title & Property History Research**	**Who held registered title and how did the property and registered rights change?**
D	**GIS, Historical Spatial & Cadastral Research**	**Where was the land, how did the spatial identity change and which current parcels are affected?**

6.2 Project Manager can be any of the specialists or a stand-alone person.

6.3 In addition, for each individual project awarded under the established panel, the appointed service provider shall be required to employ unemployed youth to assist with fieldwork activities related to the project. The service provider shall provide documentary proof of such employment, including details of the youth employed and the duration and nature of their engagement.

6.4 Service providers must submit the complete multidisciplinary research-team service. A proposal that does not propose all four required specialist disciplines will not meet the minimum team-composition requirement.

6.5 Panel admission will therefore be at service-provider/team level and not per individual specialist category. Specialists will be assessed individually as members of the proposed team, but the service provider will be evaluated and appointed on the combined capability, integration and capacity of the complete team.

6.6 Appointment to the panel creates eligibility to receive work but does not guarantee any minimum number, value or duration of assignments. Work will arise only through an authorised task order or other written instruction issued in accordance with the contract and applicable SCM processes.

6.7 The research team must focus on the phases, activities and outcomes as below:

Table 6.2:

PHASE	ACTIVITIES	OUTCOME
Participating Research Appraisal (PRA)	Oral research	Oral research report
	In loco inspection	In loco inspection report
	Homestead identification	List of Households
Cartography and cadastral research (Mapping)	Obtain maps	Physical maps obtained both topographical and imagery
	Mapping analysis	Analysis of mapping exercise report - spatial reconstruction and affected property mapping report
	Pre-feasibility	Pre-feasibility report
Documentary research	Archival - historical information	Historical report
	Literature review - historical information	Property deeds report and land transfer records
	Deeds -property research	
	Legislation	Court orders, proclamations

6.8 In respect of each claim researched, the research team must do the following:

6.8.1 Conduct oral research, site inspections, obtain relevant information from the Deeds Office, National and Provincial Archives, Municipalities, National and Local Libraries, Surveyor-General's Office, NGIS in Cape Town and other credible sources of information.

6.8.2 Review claim forms, Gazette notices, research reports, evidence files, maps, title information, claimant material and prior decisions supplied by the Commission.

6.8.3 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);

6.8.4 Provide evidence on the property description as it was at the time of dispossession, at lodgement as well as what it is currently;

6.8.5 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 "Scheduled Areas – "1913 Land Act" and "Released Areas – 1936 Native Trust and Land Act") and encumbrances on the claimed land (i.e. bonds, business rights, mineral rights, water rights, servitudes and their holders);

6.8.6 Provide evidence on the history of acquisition of the claimed land – from the first formal registration to the current landowner(s), their particulars and any other relevant information;

6.8.7 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.);

6.8.8 Provide evidence on the date(s) and circumstance(s) (i.e. *modus operandi*) of dispossession;

6.8.9 Provide evidence on the racial law(s) and/or racial practice(s) used to dispossess the claimants;

6.8.10 Provide evidence whether 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 1994 of 22;

6.8.11 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;

6.8.12 Provide evidence on the compensation and the form thereof that was paid at the time of dispossession;

6.8.13 Provide evidence on the land use(s) at the time of dispossession and the current land use(s)**;**

6.8.14 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;

6.8.15 Provide evidence on whether there are any competing and/or overlapping claims or land rights on the same (claimed) property;

6.8.16 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;

6.8.17 Determine based on research evidence whether the land claims meet the requirements of Section 2 of the Restitution Act read with the Rules of the Commission.

6.8.18 Where applicable, use and refer to previous judgments (precedent/Case Law) relevant to the circumstances of the dispossession in question;

6.8.19 Provide other information as required by the Restitution Act, Regulations thereto, and applicable case law;

6.8.20 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

6.8.21 Report to the Regional Land Claims Commissioner by way of a comprehensive report, covering all aspects embodied in the terms of reference.

7. DELIVERABLES PER APPOINTMENT TO RESEARCH A LAND CLAIM

7.1 The service provider is accountable for one coherent multi-disciplinary research report on the outcome of the research and to make recommendations to the Regional Land Claims Commissioner about the validity of the land claim.

7.2 Produce a detailed and comprehensive research report that shall cover the following:

#.	TASKS	DELIVERABLES OR EVIDENCE
a)	**Cover Page**	• Cover page
b)	**Acknowledgement**	• Acknowledging the contribution(s) of others in conducting research, drafting and compiling the Research Report.
c)	**Table of Contents**	• Table of contents of the detailed and comprehensive research Report.

d)	**Executive Summary**	• A summary or synopsis of the work conducted, conclusion(s) finding(s) and recommendation(s).
e)	**Background** on the work done, the legislative framework for conducting research and background of the claimants	• Background information
f)	**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).	• Claim form • Community claim • Section 10(3) Community or Family Resolution • Family claim • Status of the claimant (deceased or alive) • If deceased- Section 2(3)(a) and (b) must apply and substitution of the claimant (Resolution/POA) • Identification of homestead • Family Tree Affidavits(s) and/or List of Claimants
g)	**The property description** as was at the time of dispossession and as is currently.	• Parent Diagram(s) • Portion Diagram(s) • In loco inspection report with portfolio of evidence (POE) • Availability of a clear property description, including specific portions, name and registration division number. • 1:50 000 Compilation Maps • 1:50 000 Topographical Maps • Google Earth (GPS Co-ordinates) • Homesteads mapping for community

		claim • Maps depicting extent of individual rights. • Was the property surveyed? (If yes, provide Surveyor General report) • Is there a historical imagery (Aerial photograph)? • Graphic site inspection evidence
h)	**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 **"Scheduled Areas"** – 1913 Native land Act" and **"Released Areas"** – 1936 Act"); and **Encumbrances on the claimed land** (i.e. bonds, business rights, mineral rights, water rights, servitudes and their holders);	• 1:50 000 Compilation Maps • A copy(ies) or schedules of "Scheduled Areas" and Released Areas" • 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, and any other encumbrances on AKTEX reports.
i)	**History of acquisition of the claimed land** – from the first formal registration to the	• Land Transfer Record(s) • AKTEX Report(s) • Deed of Transfer(s)

	current landowner(s), their information and particulars;	• Permission to Occupy (PTO) • Proclamations • Reclamations • Affidavit from the claimants • Quitrent titles
j)	**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, Urban tenancy and accompanying rights, sharecropping, etc.);	• Land Transfer Record(s) • AKTEX Reports • Deeds of Transfer(s) • Aerial photographs and topographic maps taken at all relevant times, including the analysis of the photographs • Homestead Identification, which must be set out in a map setting out the location of the homestead, rights held by households and the community on the claimed land; • Archival and documentary evidence (National and provincial Archives, Magistrate offices, National and Local Libraries, *trekpass* and other documents in possession of claimants, etc.) • 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
k)	**The date (s) and circumstance (s) (i.e. *modus operandi*) of dispossession**	• Archival and documentary evidence (National and provincial Archives, Magistrate offices, National and Local Libraries, *trekpass* and other documents in possession of claimants,

		etc.) • Oral testimony to be converted into an Affidavit or Sworn Statement to be deposed of by the nominated member of the Community, Family and third parties.
l)	**The racial law(s) and/or racial practice(s)** used to dispossess the claimants	• A copy(ies) of legislation(s) used • A copy(ies) of Proclamation(s) used • A copy(ies) of Cabinet Decision(s) • Direct and indirect involvement of the state • Collusion of the then dominant race • Archival and documentary evidence (National and provincial Archives, Magistrate offices, National and Local Libraries, *trekpass* and other documents in possession of claimants, etc.) • Oral testimony(ies) to be converted into an Affidavit or Sworn Statement to be deposed of by the nominated member of the Community, Family and third parties
m)	**The State body(ies), department(s) or official(s) responsible for the dispossession**;	• Archival and documentary evidence (National and provincial Archives, Magistrate offices, National and Local Libraries, *trekpass* and other documents in possession of claimants, etc.) • Oral testimony to be converted into an Affidavit or Sworn Statement to be deposed of by *the nominated member of the Community or Family and third parties*

		• Direct and indirect involvement of the state and corroborating documentary evidence; • Collusion of the then dominant race and the then government (to be corroborated by documentary evidence
n)	**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 at the time of dispossession.	• Archival and documentary evidence (National and provincial Archives, Magistrate offices, National and Local Libraries, *trekpass* and other documents in possession of claimants, etc.) • Oral testimony to be converted into an Affidavit or Sworn Statement to be deposed of by the nominated member of the Community, Family and third parties •
o)	**The nature of land use(s)** at the time of dispossession and the current land use(s)	• Photographs (graves, ruins, landmarks etc.) • Deeds of Transfer(s) • Aerial photographs (i.e. previous and latest) • Archival and documentary evidence (National and provincial Archives, Magistrate offices, National and Local Libraries, and other documents in possession of claimants, etc.) • Oral testimony to be converted into an Affidavit or Sworn Statement to be deposed of by the nominated member of the Community, Family and third

		parties
p)	**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;	• Archival and documentary evidence (National and provincial Archives, Magistrate offices, National and Local Libraries, and other documents in possession of claimants, etc.) • Oral testimony to be converted into an Affidavit or Sworn Statement to be deposed of by the nominated member of the Community, Family and third parties
q)	Find out **whether are there ANY competing and/or overlapping claims** on the same (claimed) property	• Magic System • Land base • Umhlabawethu
r)	**Information and particulars of parties having a stake in the resolution** of the land claims.	• Names and/or Surname • Registration Numbers • Physical Addresses • Postal Addresses • Telephone Numbers • Email address • Cellular Phone Numbers
s)	**Bibliography**	• Sources consulted
	Conclusion(s)	• Based on the findings of the research report as per section 2 of the Restitution Act read together with the Rules of the Commission
t)	**Recommendations**	• Based on the findings of the research report as per section 2 of the Restitution Act read together with the Rules of the Commission

7.3 The report should also include the individual specialists reports as annexures as per the outcomes in Table 6.2:

- Oral research report
- In loco inspection report
- Homestead identification report (Rule 5 report only)
- Spatial reconstruction and affected property mapping report with evidence-based maps
- Archival and historical report
- Property deeds report
- Pre-feasibility report (Rule 5 report only)

7.3 The Service provider should ensure that the report provides a clear description of the claimed land – the extent of the land (hectares/maps):

- SG diagrams showing an exact cadastre & depicting history of cadastre
- SG diagrams showing an administrative area if such areas existed at the time of dispossession
- Aerial photographs prior/ or at the time of dispossession and current / latest aerial photographs
- Historical topographic maps of the area
- Current / latest topographic maps of the area
- Historical land use and land potential maps of the area
- Current Spatial Development Framework / Zoning Maps of the areas

7.4 The Service provider should ensure that the report provides a clear description of Ownership before dispossession – in terms of the following

- Title Deeds, who owned the land
- Land Transfer Records / Erf Register
- Permission to occupy (PTO)
- Beneficial occupation
- Who “owned” the land (Government / State or Tribal Authority, Individuals, Households or community)?
- Are there competing or overlapping claims in respect of the claimed land – “who is who”

- Reports on overlapping land rights

7.5. The Service provider should ensure that the report provides a clear description of the dispossession

- When (date/year) did dispossession take place in relation to 19 June 1913?
- What racial discriminatory laws and/or practices were used for dispossession?
- How were the "owners" removed from the land?
- To which land were they moved?
- What compensation was received at the time of removal or dispossession?

7.6 Mandatory evidence integration session

For each multidisciplinary assignment, at least one formal evidence-integration session shall be held before finalisation.

Specialists must identify agreements, contradictions, newly discovered search terms/properties, unresolved questions and targeted follow-up actions. Minutes and an action log form part of the assignment record.

Integrated evidence matrix

Issue	Historian	Archives	Deeds	GIS	Integrated assessment
Historical right	Finding	Record	Registered position	Spatial evidence	Assessment + confidence
Land identity	Finding	Historic reference	Title identity	Cadastral identity	Assessment + confidence
Dispossession	Process	Administrative record	Transfer event	Spatial change	Assessment +confidence
Compensation	Context	Offer /payment evidence	If relevant	If relevant	Assessment + gap

7.7 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.

7.8 It is important to note that the research information provided might be used as evidence in the Land Court should any affected or interested party in the claim

challenge the outcome of the research. Service provider should be available to present a report at court should the need arise.

7.9 The service provider must avail themselves as and when required to rectify or amend the approved report.

7.10 The service provider must present the report to the claimants prior to approval.

8 GENERAL PROCESS CONSIDERATION FOR APPOINTMENT TO RESEARCH A LAND CLAIM

8.1. Service Provider is expected to:

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

8.1.2. Submit the standard Project Implementation Plan template 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 In a USB within the stipulated time frames;

8.1.5. Consult regularly with relevant parties including the Director: Operations, Project Managers, Project Coordinators, Project Officers and members of the claimant families/communities on issues relating to work; and

8.1.6. Consult with the Offices of the Regional Land Claims Commissioner in respective Provinces on the form and content of the final product.

8.1.7. The Regional Land Claims Commissioner shall assume overall management of the Project.

8.2 Process

- Service provider must submit the report on an agreed day as per the Project plan
- Vetting by the Commission must be done within 14 days of report received –Service provider to present to Vetting committee
- Vetting Committee must provide written feedback by day 15
- Service Provider has 14 days to update report. The Project Manager to check in with Service provider every 4th day.
- Service provider submits final report within the 14 days

8.3 For each project, the Commission will provide the Service Provider with the relevant documentation required to assess the scope and submit a quotation. The Service Provider will be bound by the quotation submitted and may not request project substitution or an SLA extension due to claim complexity. Exceptions may be considered for unforeseen circumstances, subject to motivation and approval by the relevant Commission office.

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 respective Offices 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 METHODS

10.1 All payments will be made in accordance with the completed and approved deliverables as per the standard template provided.

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 supporting all costs incurred in accordance with the applicable deliverables must be submitted. Invoices must be issued on the Service Provider's company letterhead, include the Commission on Restitution of Land Rights' order number and be dated. The order number will be provided to the appointed Service Provider upon acceptance of the quotation.

11. RESPONSIBILITY AND ROLE OF THE COMMISSION

11.1. Respective Offices of 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 panel shall be established for a period of 36 months from the date of appointment of the Service Providers.

12.2. When appointed to research a specific claim, the Service Provider shall be required to keep the designated Project Manager in the relevant Office of the Regional Land Claims Commissioner fully informed of progress and shall submit and present bi-weekly progress reports. The Service Provider shall ensure that such reports accurately reflect the progress, challenges and outstanding activities relating to the claim and shall promptly address any matters raised by the Project Manager.

12.3. There is a standard template **(Table 6.2)** for the Project Implementation Plan with Phases, Activities and Outcomes (milestone). For each appointed specific research claim, the offices of the Regional Land Claims Commissioner will stipulate the time frames for the completion of each phase.

13. REPORTING REQUIREMENTS

- The overall project and the research of each claim should operate within the time frames and milestones stipulated in the approved bid for each research claim and shall be agreed upon with the service providers in respect of each claim to be researched.
- The service providers must submit bi-weekly progress reports in respect of each respective claim being researched.

14. MANDATORY REQUIREMENTS

- Prospective Service Providers are required to attend the compulsory briefing session, as stipulated in the tender documentation. Attendance will be a mandatory requirement for participation in the procurement process.
- Provide multidisciplinary team composition as mentioned in **table 6.1**

NB: FAILURE TO ADHERE TO THE ABOVE WILL RESULT IN IMMEDIATE DISQUALIFICATION.

15. ADDITIONAL DOCUMENTS

- A resolution authorising a person to sign all the bid document.
- Tax Clearance Certificate or Tax Compliance Status PIN
- Central Supplier Database report / CSD MAAA number
- Full completion of standard bidding documents and General Condition of Contracts
- Certified Director's Identity document (ID)

16. ADDITIONAL INFORMATION

The Commission on Restitution of Land Rights requires services in all nine provinces.

Service Provider should indicate with an **X** the province/s they are bidding for.

PROVINCE	**X**
KwaZulu Natal	
Eastern Cape	
Northern Cape	
Western Cape	
Mpumalanga	
Limpopo	
Gauteng	
Free State	
North West	

17. EVALUATION CRITERIA

Proposals will be evaluated in a **one (1) stage** bidding process as outlined below.

STAGE 1: FUNCTIONALITY

Proposals will be evaluated on functionality herein stipulated on the evaluation criteria below.

Only service providers who meet the mandatory requirements will be considered further for first (1st) stage of evaluation. Service providers must score **Seventy (70)** or more out of one hundred (100) points in order to be accredited to the panel.

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 scoring matrix will be used:

Score	Description
5	Exceptionally exceeds requirements
4	Exceeds requirements
3	Fully complies with the requirements
2	Partially complies with the requirements
1	Does not Comply with the requirements
0	Unable to Evaluate

#	ITEM	CRITERIA	WEIGHT
I.	**COMPANY PROFILE**	• Provide a summary on the company's profile. The company to demonstrate that the team has expertise in the Land Reform Research. Within the Team there must be collective five (5) years' experience.	**20**
ii.	**TEAM COMPOSITION CURRICULUM VITAE OF THE TEAM**	**Project manager** • Five (5) years of experience in land reform research and project management.	**10**
		A Historian • Five (5) years of experience in Primary-source land history, dispossession/forced-removal history, source criticism, oral history, analytical writing/ ***N.B*** *CV to show timelines of the experience (date, month and year)*	**5**

		B Archival • Five (5) years of experience Repository research, finding aids, government records, provenance, document control and evidence indexing ***N.B*** *CV to show timelines of the experience (date, month and year)*	**5**
		C Deeds • Five (5) years of experience of Deeds Registry/Deeds WEB research, title chains, property genealogy, subdivisions / consolidations and cadastral interpretation. ***N.B*** *CV to show timelines of the experience (date, month and year)*	**5**
		D GIS/Historical Spatial & Cadastral • Five (5) years of experience of Cadastral GIS, georeferencing, historical spatial reconstruction, aerial imagery, metadata, spatial QA and cartography. ***N.B*** *CV to show timelines of the experience (date, month and year)*	**5**
iii.	**QUALIFICATIONS**	• Project manager should have Honours degree **NQF Level 8** in any of the mentioned qualifications • The Project Manager may be one of the team members or a stand-alone individual holding any of the	**30**

		qualifications required for the team members.	

Category	Qualifications	Core demonstrated competence
A Historian	Degree/Advance diploma/B-Tech qualification in History or Social Science / Arts/ Law/ History / Heritage	Primary-source land history, dispossession/forced-removal history, source criticism, oral history, analytical writing
B Archival	Degree/Advance diploma/B-Tech qualification in History, Archival Studies, Heritage, Information Science	Repository research, finding aids, government records, provenance, document control and evidence indexing
C Deeds	Degree /Advance Diploma Relevant to property/deeds/ property law / land administration qualification	Deeds Registry/Deeds WEB research, title chains, property genealogy, subdivisions / consolidations and cadastral interpretation
D GIS	Degree in Geomatic/ Geographical Sciences/ environmental sciences/ Computer sciences / Town planning /Surveying	Cadastral GIS, georeferencing, historical spatial reconstruction, aerial imagery, metadata, spatial QA and cartography

v.	**REFERENCE LETTERS**	• Provide a minimum of three (3) client reference letters/Portfolio of Evidence for completed or approved projects, demonstrating the company's/team members' experience in land reform related research. The references must be in the company's or proposed team members' names and indicate the project, period, scope of work and satisfactory performance	**20**
TOTAL POINTS FOR FUNCTIONALITY			**100**

CRITERION EVALUATION	WEIGHT	SCORING GUIDELINE
Company Profile Provide a summary on the company's profile. The company to demonstrate that the team has expertise in the Land Reform Research. Within the Team there must be collective five 5 years' experience.	**20**	5= Eight (8+) Years relevant experience 4= Six (6) to seven (7) Years' relevant experience. 3= Five (5) Years' relevant experience. 2= Three (3) to four (4) Years' relevant experience 1= One (1) to two (2) Years' relevant experience 0=No company profile submitted
TEAM COMPOSITION: CVs OF THE TEAM TO BE SUBMITTED **30**		
Project Manager 5 years of experience in land reform research and project management. ***N.B*** *CV to show timelines of the experience (date, month and year)*	10	5= Eight (8) years relevant experience 4= Six (6) to Seven (7) Years' relevant experience 3= Five (5) Years' relevant experience 2= Three (3) to four (4) Years' relevant experience 1= One (01) to two (2) Years' relevant experience 0=Less than one-year relevant experience / No CV submitted
A) Historian Five (5) years of experience in Primary-source land history, dispossession/forced-removal history, source criticism, oral history, analytical writing/ ***N.B*** *CV to show timelines of the experience (date, month and year)*	**5**	5= Eight (8) years relevant experience 4= Six (6) to Seven (7) Years' relevant experience 3= Five (5) Years' relevant experience 2= Three (3) to four (4) Years' relevant experience 1= One (01) to two (2) Years' relevant experience 0=Less than one-year relevant experience / No CV submitted

B) Archival Five (5) years of experience Repository research, finding aids, government records, provenance, document control and evidence indexing ***N.B*** *CV to show timelines of the experience (date, month and year)*	**5**	5= Eight (8) years relevant experience 4= Six (6) to Seven (7) Years' relevant experience 3= Five (5) Years' relevant experience 2= Three (3) to four (4) Years' relevant experience 1= One (01) to two (2) Years' relevant experience 0=Less than one-year relevant experience / No CV submitted
C) Deeds Five (5) years of experience of Deeds Registry/Deeds WEB research, title chains, property genealogy, subdivisions / consolidations and cadastral interpretation. ***N.B*** *CV to show timelines of the experience (date, month and year)*	**5**	5= Eight (8) years relevant experience 4= Six (6) to Seven (7) Years' relevant experience 3= Five (5) Years' relevant experience 2= Three (3) to four (4) Years' relevant experience 1= One (01) to two (2) Years' relevant experience 0=Less than one-year relevant experience / No CV submitted
D) GIS/Historical Spatial & Cadastral Five (5) years of experience of Cadastral GIS, georeferencing, historical spatial reconstruction, aerial imagery, metadata, spatial QA and cartography. ***N.B*** *CV to show timelines of the experience (date, month and year)*	**5**	5= Eight (8) years relevant experience 4= Six (6) to Seven (7) Years' relevant experience 3= Five (5) Years' relevant experience 2= Three (3) to four (4) Years' relevant experience 1= One (01) to two (2) Years' relevant experience 0=Less than one-year relevant experience / No CV submitted

QUALIFICATIONS OF THE TEAM MEMBERS	**30**	
Project Manager Honours (NQF Level 8) in Social Science / Arts/ Law/ History/Heritage/ Archival Studies, Project Management	**10**	5= NQF Level 10 (PHD) 4= NQF Level 9 (Masters) 3= NQF level 8 (Honours or Postgraduate Diploma) 2= NQF Level 7 (Degree; Advance Diploma; B-Tech) 1=NQF level 6 (National Diploma; Diploma) 0= No qualification submitted
Historian Bachelor of Social Science / Arts/ Law / History / Heritage studies (NQF Level 7)	**5**	5= NQF Level 9 Masters and above 4= NQF level 8 (Honours; Postgraduate Diploma) 3=NQF Level 7 (Degree; B-Tech; Advance Diploma) 2=NQF Level 6 (National Diploma / Diploma) 1= NQF Level 5 (Higher Certificate) 0= No qualification submitted
Archival Bachelor of Social Science / Law/ History, Archival Studies, Heritage, Information Science (NQF Level 7)	**5**	5= NQF Level 9 Masters and above 4= NQF level 8 (Honours; Postgraduate Diploma) 3=NQF Level 7 (Degree; B-Tech; Advance Diploma) 2=NQF Level 6 (National Diploma / Diploma) 1= NQF Level 5 (Higher Certificate) 0= No qualification submitted
Deeds Bachelor of Social Science/ law / land administration (NQF Level 7)	**5**	5= NQF Level 9 (Masters) and above 4= NQF Level 8 (Honours; Postgraduate Diploma)

		3=NQF Level 7 (Degree; B-Tech; Advance Diploma) 2=NQF Level 6 (National Diploma / Diploma) 1= NQF Level 5 (Higher Certificate) 0= No qualification submitted
GIS/Historical Spatial & Cadastral Degree in Geomatic/ Geographical Sciences/ environmental sciences/ Computer sciences/ Town planning /Surveying	**5**	5= NQF Level 9 (Masters) and above 4= NQF Level 8 (Honours; Postgraduate diploma) 3= NQF Level 7 (Degree; B-Tech: Advance Diploma) 2= NQF Level 6 (National Diploma / Diploma) 1= NQF level 5 (Higher Certificate) 0=No qualification submitted
REFERENCE LETTERS Provide a minimum of three (3) client reference letters/Portfolio of Evidence for completed or approved projects, demonstrating the company's/team members' experience in land reform related research. The references must be in the company's or proposed team members' names and indicate the project, period, scope of work and satisfactory performance. **N. B *(Letters must have letterhead, contact details, duration of the contract, signature and date)***	**20**	5= Five (5) or more signed relevant reference letters 4=Four (4) signed relevant reference letters 3= Three (3) signed relevant reference letters. 2= Two (2) signed relevant reference letters 1= One (1) signed relevant reference letters 0= No signed relevant reference letters submitted
Total points of Functionality	**100**	

Due diligence

- The Commission reserves the right to invite shortlisted Service Providers to deliver a presentation for the purpose of clarifying any or all aspects of the functionality evaluation criteria. Shortlisted Service Providers will be notified in writing, using the contact details provided in their bid submission, of the date, time, venue and requirements for the presentation. All costs associated with travelling to and attending the presentation will be borne by the service provider.
- The Commission on Restitution of Land Rights reserves the right to verify the authenticity of reference letters submitted. Should the verification process result in negative feedback regarding the Service provider's performance, the proposal may be disqualified at this stage.

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 obtained or derived in the course of providing the services under this appointment may be used for any purpose other than that of the Commission on Restitution of Land Rights, unless prior written authorisation has been obtained from the Commission.

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 service providers to ensure that their bid documents are submitted before date and closing time of the bid. Bids received after date and closing time 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.

19. ENQUIRIES

All Enquiries must be directed to:

Email: CLCCBIDS@dlrrd.gov.za

20. BRIEFING SESSION:

Venue: Microsoft Teams

Microsoft Teams meeting

Link: Join:

https://teams.microsoft.com/meet/3858266909878523?p=KCaa5IeDnnALKxp0PJ

Meeting ID: 385 826 690 987 852 3

Passcode: SK7Xk7Df

Date: 30 November 2026

Time: 10:00 am - 12:00 pm

21. SUBMISSION DETAILS

Closing/ Submission Date
Date: 09 December 2026
Time: 11:00

Tender box: 266 Pretorius Street, 7th floor (Reception), Centre Walk building, West Block, Pretoria. 0001

Service provider should submit the proposal in hardcopy file and USB

NB: No late proposals will be accepted

22. TERMS OF REFERENCE APPROVAL

TERMS OF REFERENCE APPROVED