



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



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

LA 1.1

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

BID NUMBER: R-5/2/1/2/1-2026/2027

CLOSING TIME: 11:00 am

CLOSING DATE: 27 October 2026

THE APPOINTMENT OF A PANEL OF MEDIATORS AND LEGAL EXPERTS TO PROVIDE STRATEGIC ADVICE AND MEDIATION SERVICES TO THE COMMISSION ON RESTITUTION OF LAND RIGHTS, IN TERMS OF SECTIONS 6,9 AND 13 OF RESTITUTION ACT 22 OF 1994 FOR A PERIOD OF FIVE (5) YEARS.

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Please find the Attached: LA1.1, LA1.2, LA1.3, LA1.6, LA1.7, SBD 1, SBD 4, 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

BID NUMBER: R-5/2/1/2/1-2026/2027

LA 1.2

R-5/2/1/2/1-2026/2027

THE APPOINTMENT OF A PANEL OF MEDIATORS AND LEGAL EXPERTS TO PROVIDE STRATEGIC ADVICE AND MEDIATION SERVICES TO THE COMMISSION ON RESTITUTION OF LAND RIGHTS, IN TERMS OF SECTIONS 6,9 AND 13 OF RESTITUTION ACT 22 OF 1994 FOR A PERIOD OF FIVE (5) YEARS.

CLOSING DATE: 27 OCTOBER 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)

R-5/2/1/2/1-2026/2027 CLOSING DATE: 27 OCTOBER 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 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

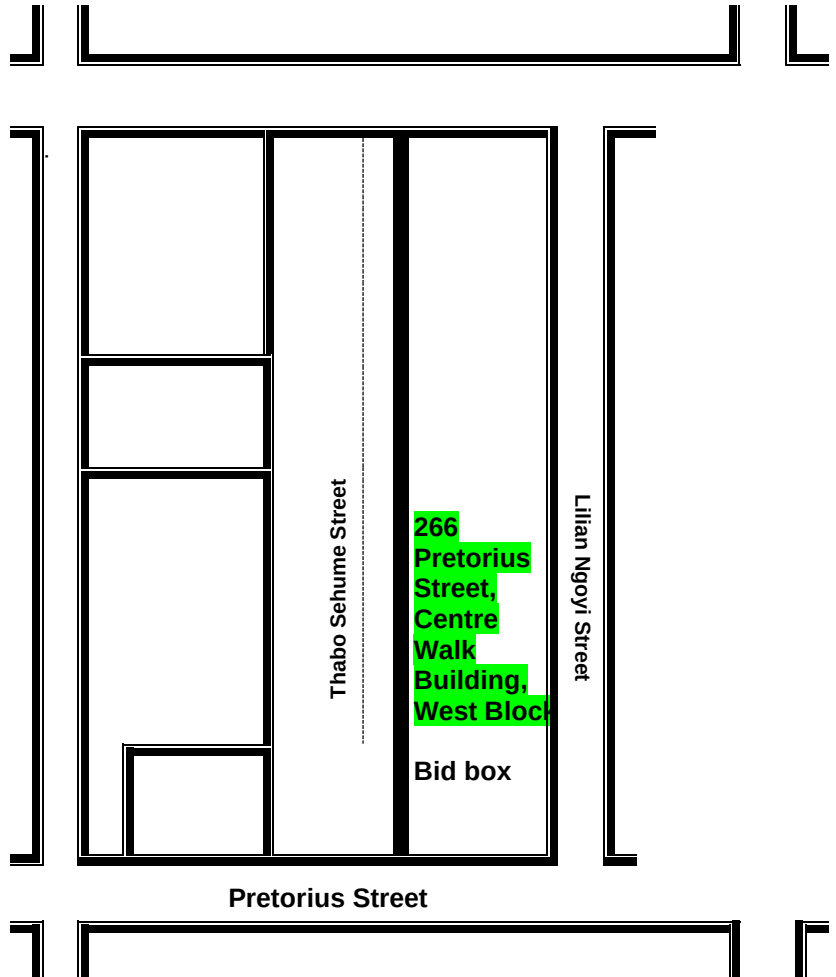
SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

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

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

**NB: THE BID BOX OF THE COMMISSION
ON RESTITUTION OF LAND RIGHTS IS
OPEN ON WEEKDAYS FROM 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 *all* the Directors / Members / Partners of the Tendering Enterprise.
3. Should the number of Directors / Members / Partners exceed the space available above, additional names capacity and signatures must be supplied on a separate page.

ENTERPRISE STAMP

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

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

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

held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

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

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

(Project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

Physical address: _____

_____ *(code)*

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
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 all the Directors / Members / Partners of the Tendering Enterprise.
3. Should the number of Directors / Members / Partners exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.

ENTERPRISE STAMP

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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			
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15			

Note:

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

LA1.7

AUTHORITY OF SIGNATORY

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

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

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:	R-5/2/1/2/1-2026/2027	CLOSING DATE:	27 OCTOBER 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	THE APPOINTMENT OF A PANEL OF MEDIATORS AND LEGAL EXPERTS TO PROVIDE STRATEGIC ADVICE AND MEDIATION SERVICES TO THE COMMISSION ON RESTITUTION OF LAND RIGHTS, IN TERMS OF SECTIONS 6,9 AND 13 OF RESTITUTION ACT 22 OF 1994 FOR A PERIOD OF FIVE (5) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
The Commission on Restitution of Land Rights					
266 Pretorius Street, Centre Walk Building, West Block. 7TH Floor Reception, Pretoria,0001					
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:

.....

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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.

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

.....

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 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.

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 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.
- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....
Signature

.....
Date

.....
Designation

.....
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 be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

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

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed

services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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



TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF MEDIATORS AND LEGAL EXPERTS TO PROVIDE STRATEGIC ADVICE AND MEDIATION SERVICES TO THE COMMISSION ON RESTITUTION OF LAND RIGHTS, IN TERMS OF SECTIONS 6,9 AND 13 OF RESTITUTION ACT 22 OF 1994 FOR A PERIOD OF FIVE (5) YEARS.

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1. PROJECT OBJECTIVE

To appoint a panel of service providers who will provide mediation and strategic advice to the Commission on Restitution of Land Rights (CRLR) in terms of the Restitution of Land Rights Act, 22 of 1994 as amended, and under any other policy or programme administered by the Commission on Restitution of Land Rights.

2. BACKGROUND AND PROBLEM STATEMENT

- 2.1. Section 25(5) of the Constitution of Republic of South Africa, 1996 (the Constitution) places a positive obligation on the State to take reasonable legislative and other measures, within its available resources to foster conditions which enables citizens to gain access to land on an equitable basis.
- 2.2. Section 25 (6) of the Constitution provides that a person or community whose tenure of land is legally insecure as a result of past racially discriminatory laws or practices is entitled, to the extent provided by an Act of Parliament, either to tenure which is legally secure or to comparable redress.
- 2.3. Section 25 (7) of the Constitution provides that a person or community repossessed of property after 19 June 1913 as a result of past racially discriminatory laws or practice is entitled to the extent provided by an Act of Parliament either to restitution of that property or to equitably redress.
- 2.4. Section 6,9 and 13 of the Restitution of Land Rights Act 22 of 1994 (RLRA) authorises the Chief Land Claims Commissioner (CLCC) to direct the parties concerned to attempt to settle their dispute through a process of mediation and negotiation.
- 2.5. Notwithstanding the above legislative and other forms of government interventions, the land claims lodged in terms of Restitution of Land Rights Act remains unsettled and unfinalized.
- 2.6. In order to resolve the above, the Commission on Restitution of Land Rights (CRLR) had resolved to establish a panel of mediators and experts which will cater for mediation services, strategic advice and conciliation services to the above.

3. PROJECT DESCRIPTION

The service providers to be appointed will be required.

- 3.1. To provide mediation and or conciliation services and strategic advice services to the Commission and Claimants in terms of the Restitution of Land Rights Act, 22 of 1994.

4. DELIVERABLES

In carrying out the above functions, the service provider shall be required to:

- 4.1. To receive and accept case allocation letter from the Commission.
- 4.2. To consult with the responsible officials in the office of the Chief Land Claims Commissioner and the Regional Land Claims Commissioner, as well as with the claimants, at mutually convenient times.
- 4.3. In relation to Mediation or conciliation, conduct a fact-finding exercise (Gather information from the parties)
- 4.4. Compile a Fact Finding/ Preliminary Report
- 4.5. To file a preliminary report detailing prospects of success of the matter and the best way to provide services required.
- 4.6. To file a project execution plan with stages, activities, milestone and timeframe.
- 4.7. To file an estimated budget to execute the mandate for the allocated case.
- 4.8. To file compulsory monthly reports on the progress of the referred matters and/or file reports as and when requested to do so.
- 4.9. To file compulsory monthly invoices for any work done and or services rendered
- 4.10. To collect cost awarded in favour of the Commission and or Claimants and pay those to Commission.
- 4.11. To attend compulsory review meeting.
- 4.12. To attend compulsory training on land reform legislation and court processes.
- 4.13. To perform all necessary administrative functions as required in each case.
- 4.14. To enter into a service level agreement with the Commission and comply with the terms thereof.
- 4.15. To secure written approval from the Commission before deviating from the mandate as detailed in the case allocation letter no payment will be made to the panellist for any work or services rendered without prior written approval.

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- 4.16. To secure written approval before defending and or instituting any interlocutory application.
- 4.17. To request and/or receive guidance from the Commission where necessary and take swift appropriate corrective measures where legitimate complaints are logged.
- 4.18. To diligently attend to cases allocated to them and to ensure the provision of quality services, ensuring that there is no deviation from the mandate without prior written approval by the Commission.
- 4.19. To report on the outcome of cases in relation to the objective of providing quality legal service to indignant Claimants.
- 4.20. To identify case trends and hotspots for the attention of the Commission.
- 4.21. To submit a closeout report at the finalisation of a case.

5. PROJECT MANAGEMENT

- 5.1. The Commission on Restitution of Land Rights (CRLR) officials will be responsible for the overall management of the cases as assigned to the panellist.
- 5.2. Each case will be managed in accordance with case implementation plan dealing with stages, activities, milestone and timeframe of the case which must be developed by the panellist and must be in line with the target dates set by the Commission on Restitution of Land Rights (CRLR)
- 5.3. The Commission on Restitution of Land Rights (CRLR) will conduct quarterly reviews for the duration of the contract to assess the performance of the panellist and
- 5.4. The Commission on Restitution of Land Rights (CRLR) may cancel the contract should the performance be found to be unsatisfactory during the reviews.

6. TIMEFRAME AND IMPLEMENTATION SCHEDULE

- 6.1. The duration of the project will be five (5) years from the date the appointment letter would have been issued.

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- 6.2. The implementation plan will be drafted and delivered to the appointed services provider by the Commission before the assumption of duties on the appointed project.

7. CONTRACTUAL OBLIGATION

- 7.1. Work will be allocated to the appointed service providers in accordance with SCM prescripts. Where no service provider is appointed in a specific province, a nearby province to the claimants and the court will be considered.
- 7.2. The overall project shall operate within the time frame and milestone stipulated in this document or those which will be agreed upon with the service provider and recorded in the service level agreement.
- 7.3. Payment will be made for work performed to the satisfaction of the Commission on Restitution of Land Rights (CRLR).
- 7.4. The Commission on Restitution of Land Rights (CRLR) will assume full ownership of the reports, data and information obtained during the course of the project by the panellist and reserves the right to use them as it deems fit.
- 7.5. All such materials are and remain the property of the Commission at all times and no document or part thereof may be reproduced, copied or distributed without the prior written consent of the Commission.
- 7.6. The contractual agreement relating to the project may not be amended without agreement of both parties.
- 7.7. The service provider will be appointed as and when required.
- 7.8. Being on the panel does not guarantee work from the Commission.
- 7.9. During specific case, service provider will be expected to respond within timeframe to be specified in the case allocation letter.
- 7.10. Service providers must indicate the province they want to be accredited for and be specific in terms of the resource for each Province bided for.
- 7.11. The Service Provider's 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 (CRLR).
- 7.12. Official travelling expenses, accommodation and disbursements will be the Service Provider's responsibility.

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- 7.13. Air travel is restricted to economy class and claims for kilometres may not exceed the rates approved by the Automobile Association of South Africa.
- 7.14. Travel and accommodation to Provinces where its deemed necessary may only be undertaken with the prior approval of the Project Manager.
- 7.15. Where the service provider fails to provide resources for each selected province, the Commission reserves the right not to accredit that service provider' for the selected province(s).
- 7.16. The service providers are encouraged to understand the languages of the selected Province/s; however, the project manager reserves the right to make available services of an interpreter/translation upon formal request.
- 7.17. In the case of Legal experts' submission of a certificate of good standing and Fidelity Fund certificate by no later than two months of the preceding year of the five-year contract, failure to submit the above-mentioned documents may result in suspension within 30 days of notice and or removal from the panel within 60 days of notice.

8. PROPOSAL REQUIREMENT

The following must be contained in detailed and comprehensive proposal to be submitted by potential service providers:

8.1. Capacity

Mediator or Attorney/Advocate

- A mediator (Attach a certificate of mediation training from any accredited institution).
- An Attorney/advocate (Attach admitted attorney of the High court of South Africa)

8.2. Experience

- A mediator or an Attorney/Advocate must have 5 years' experience in land reform (Attach CV clearly demonstrating land reform work experience).

NB: In the event the service provider has indicated more than one Province, the service provider must provide the different resources of same qualification for those Province/s and link those resources per Province bided for.

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➤ 2 Completed projects in land reform.

The service provider must have successfully mediated or litigated and completed at least 2 successful projects (in land reform) in full, within time, and within cost.

(Attach portfolio of evidence completion certificates /letters of previous successful work performed by the Mediator or Attorney/Advocate. The certificates / letters must be on the service providers client official letterheads with contact details and must be duly signed by the clients.

9. MANDATORY REQUIREMENTS

NB: Failure to submit/ attach proof of the following requirements with the proposal will disqualify the service provider's proposal

- 9.1. A copy of a mediation certificate from any accredited body or institution.
- 9.2. A copy of a certificate of admission as an Attorney/Advocate.
- 9.3. Service providers must indicate in the table the Province they want to bid for.
(See Annexure A).

NB: Proof of office and or residential address linked to the service provider's or company where the business is conducted per province bided for must be submitted with allocated resources.

- 9.4. The prescribed Legal Practice Council tariff will be used for all services rendered, fees and disbursements by panel members and all experts and or counsel and advocates to be appointed by them.
- 9.5. Payments will be made when CRLR officials are satisfied that the work performed by the service provider meets the required standard.

10.METHODS OF PAYMENTS

- 10.1. The prescribed Legal Practice Council tariff will be used for all services rendered, fees and disbursements by panel members and all experts and or counsel and advocates to be appointed by them.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF MEDIATORS AND LEGAL EXPERTS TO PROVIDE STRATEGIC ADVICE AND MEDIATION SERVICES TO THE COMMISSION ON RESTITUTION OF LAND RIGHTS, IN TERMS OF SECTIONS 6,9 AND 13 OF RESTITUTION ACT 22 OF 1994 FOR A PERIOD OF FIVE (5) YEARS.

10.2. Payments will be made when Commission on Restitution of Land Rights (CRLR) officials are satisfied that the work performed by the service provider meets the required standard.

11.EVALUATION CRITERIA

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

STAGE 1: FUNCTIONALITY

Bids 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 **fifty (50)** 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 applicable values that will be utilised when scoring each criterion ranges from:

Score	Description
5	Excellent
4	Very Good
3	Good
2	Fair
1	Poor
0	Very Poor

CRITERIA	GUIDELINE FOR CRITERIA APPLICATION	WEIGHTS
QUALIFICATIONS	Mediator A mediator must attach a copy mediation certificate from any accredited institution. Attorney An Attorney must attach a proof of admission as an admitted attorney of the High Court of South Africa).	30

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF MEDIATORS AND LEGAL EXPERTS TO PROVIDE STRATEGIC ADVICE AND MEDIATION SERVICES TO THE COMMISSION ON RESTITUTION OF LAND RIGHTS, IN TERMS OF SECTIONS 6,9 AND 13 OF RESTITUTION ACT 22 OF 1994 FOR A PERIOD OF FIVE (5) YEARS.

	clearly indicate whether they are bidding for mediation services or legal services or both. (Annexure A)	
ABILITY & CAPABILITY:	A mediator or attorney with 5 years' experience in land reform (Attach a CV that clearly indicates 5 years land reform experience) NB: In the event the service provider has indicated more than one Province, the service provider must provide the different proof of address and resources for those Provinces and link those resources per Province.	30
Successfully completed mediation and provided legal advice in at least 2 projects in land reform	The service provider must have successfully and completed at least 2 projects in land reform (Attach portfolio of evidence completion certificates /letters of previous successful work performed by the attorney or mediator. The certificates / letters must be on the service provider's client official letterheads with contact details and must be duly signed.	40
	TOTAL POINTS ON FUNCTIONALITY MUST ADD UP TO 100	100

ASSESSMENT CRITERIA

1. Qualifications

Very Poor	No qualification
Poor (score 1)	NQF 1-3
Average (score 2)	NQF4

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF MEDIATORS AND LEGAL EXPERTS TO PROVIDE STRATEGIC ADVICE AND MEDIATION SERVICES TO THE COMMISSION ON RESTITUTION OF LAND RIGHTS, IN TERMS OF SECTIONS 6,9 AND 13 OF RESTITUTION ACT 22 OF 1994 FOR A PERIOD OF FIVE (5) YEARS.

Good (score 3)	NQF 5
Very good (score 4)	NQF6
Excellent (score 5)	NQF 7 and above

2. Ability and Capability

NB: The number of resources provided will qualify the service provider on equal number of Provinces.

Very Poor	Less than (1) year and no land reform experience and
Poor (score 1)	(1) year – (2) years land reform experience
Average (score 2)	(3- 4) years land reform experience
Good (score 3)	(5) years land reform experience.
Very good (score 4)	(6) years' land reform experience.
Excellent (score 5)	(7) or more land reform experience.

3. Successfully completed mediation and provided legal advice in at least 2 projects in land reform

- The service provider must have successfully completed at least 2 projects in land reform in full, within time, and within cost.
- Attach portfolio of evidence of completion certificates /letters of previous successful work performed by the mediator and or attorney/Advocate. The certificates / letters must be on the service provider's client official letterheads with contact details and must be duly signed by clients.

Poor (score 1)	No portfolio of evidence of completed projects in land reform certificates /letters of previous successful work performed by the company. The certificates / letters must be on the service provider's client official letterheads with contact details and must be duly signed.
Average (score 2)	Attach 1 portfolio of evidence completed project in land reform certificates /letters of previous successful work performed by the company. The certificates / letters must be on the service provider's client official letterheads with contact details and must be duly signed.
Good (score 3)	Attach 2 portfolio of evidence completed project in land reform certificates /letters of previous successful work performed by the company. The certificates / letters must be on the service provider's client official letterheads with contact details and must be duly signed.
Very good (score 4)	Attach 3 portfolio of evidence completed project in land reform certificates /letters of previous successful work performed by the company. The certificates / letters must be on the service provider's client official letterheads (if available) with contact details and must be duly signed.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF MEDIATORS AND LEGAL EXPERTS TO PROVIDE STRATEGIC ADVICE AND MEDIATION SERVICES TO THE COMMISSION ON RESTITUTION OF LAND RIGHTS, IN TERMS OF SECTIONS 6,9 AND 13 OF RESTITUTION ACT 22 OF 1994 FOR A PERIOD OF FIVE (5) YEARS.

Excellent (score 5)	Attach 4 or more portfolio of evidence of completed project in land restitution certificates /letters of previous successful work performed by the company. The certificates / letters must be on the service provider's client official letterheads with contact details and must be duly signed.
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12. TERMS AND CONDITIONS

- 12.1. Awarding of a bid will be subject to the Service Provider's acceptance of the Legal Practice Council Tariff, Terms and Conditions.
- 12.2. The appointed Service Provider will enter into service level agreement with the Commission, prior to commencement of the contract.
- 12.3. The Commission reserves the right to terminate the contract in the event there is clear evidence of non-performance, misrepresentation, and gross dishonesty and/or any other behaviour which then cause irreparable breakdown of the relationship.

This proposal is not an offer to purchase any service or material, and the Commission will not incur or be liable of any cost associated with the preparation of this proposal.

13. ENQUIRIES

All Enquiries must be directed to:

Email: CLCCBIDS@dlrrd.gov.za

14. SUBMISSION DETAILS

Closing/ Submission Date

Date: **27 October 2026**

Time: **11:00 am**

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

NB: No late proposals will be accepted

Bid Validity Period: 90 Days

15. APPROVED TERMS OF REFERENCE



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



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

THE APPOINTMENT OF A PANEL OF MEDIATORS AND LEGAL EXPERTS TO PROVIDE STRATEGIC ADVICE AND MEDIATION SERVICES TO THE COMMISSION ON RESTITUTION OF LAND RIGHTS (CRLR), IN TERMS OF SECTIONS 6,9 AND 13 OF RESTITUTION ACT 22 OF 1994 FOR A PERIOD OF FIVE (5) YEARS.

ANNEXURE A

NAME OF BIDDER:

TYPE OF SERVICE (S): Indicate with an X

Mediator		Attorney /Advocate	
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Bidders must indicate in the table **below** the Province bidding for

Indicate with an X the province(s):

NO.	PROVINCE (S)	Mark with an X
1.	Eastern Cape	
2.	Free State	
3.	Gauteng	
4.	KwaZulu Natal	
5.	Limpopo	
6.	Mpumalanga	
7.	Northern Cape	
8.	North West	
9.	Western Cape	

NB: Attach proof of office and or residential address linked to the bidder or company where the business is conducted per province bided for and must be submitted with allocated resources.