

LA 1.1



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

BID NUMBER: 5/2/1/2/2-2023/2024

CLOSING TIME: 11:00

CLOSING DATE: 06 FEBRUARY 2024

EXPANSION OF A PANEL OF ADMITTED AND PRACTICING CONVEYANCERS TO ATTEND TO THE REGISTRATION OF LAND TRANSFERS AWARDED TO CLAIMANTS IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT 22 OF 1994 AS AMENDED (THE ACT) 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, General Contract Conditions (GCC), SBD 1, SBD4 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

MS. J.N. DUMA
SCM: DEMAND AND ACQUISITION MANAGEMENT
DATE: 13 DECEMBER 2023

LA 1.2

5/2/1/2/2-2023/2024

EXPANSION OF A PANEL OF ADMITTED AND PRACTICING CONVEYANCERS TO ATTEND TO THE REGISTRATION OF LAND TRANSFERS AWARDED TO CLAIMANTS IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT 22 OF 1994 AS AMENDED (THE ACT) FOR A PERIOD OF 36 MONTHS.

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

Date: 19 JANUARY 2024

Time: 10:30

Venue: Microsoft Team

[Click here to join the meeting](#)

Meeting ID: 396 826 693 168

Passcode: niSQbr

CLOSING DATE: 06 FEBRUARY 2024 @11:00

TECHNICAL ENQUIRIES : Mr. Success Mnisi
EMAIL : Success.Mnisi@dalrrd.gov.za

BID RELATED ENQUIRIES : Ms. Jeanette Duma
EMAIL : CLCCBIDS@dalrrd.gov.za

LA 1.3

MAP TO BIDDER BOX (TENDER BOX)

C-5/2/1/2/2-2023/2024 CLOSING DATE: 06 FEBRUARY 2024 AT 11:00 AM

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

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

THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

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

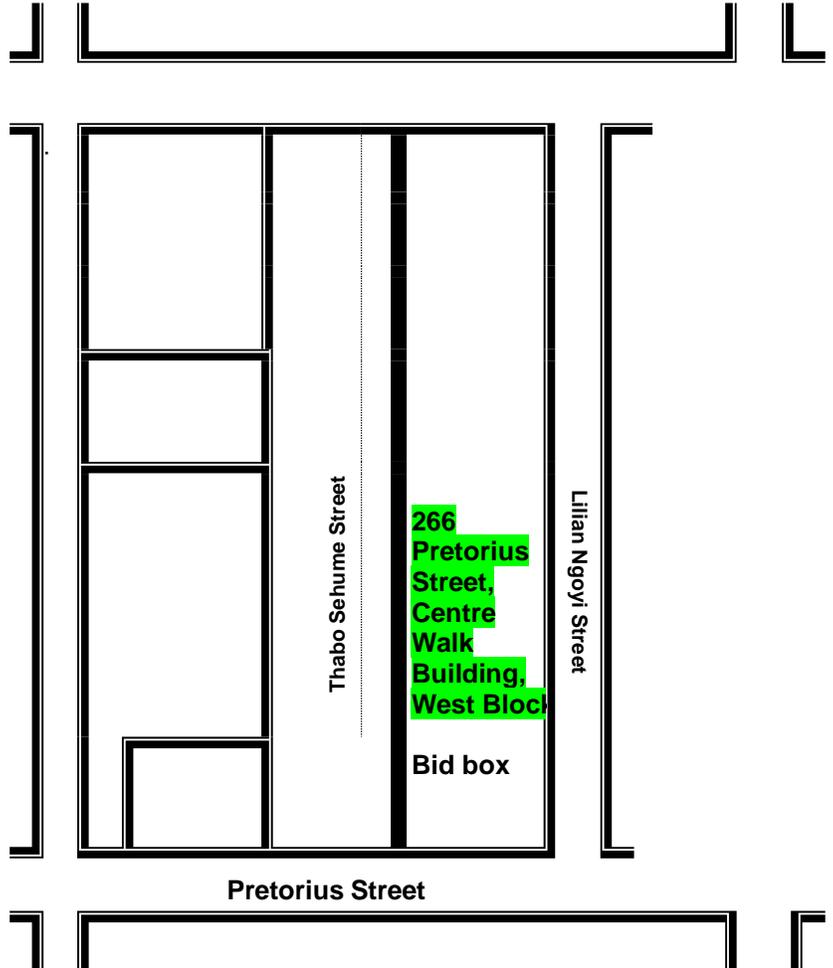
The Bid documents must be deposited in
The Bid box which is identified as the
Tender box of the

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

**NB: THE BID BOX OF THE COMMISSION
ON RESTITUTION OF LAND RIGHTS IS
OPEN ON WEEKDAYS FROM 08:00 AM –
16:30 PM**

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

**SUBMIT EACH BID IN A SEPARATE
SEALED ENVELOPE**



LA1.6: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

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

ENTERPRISE STAMP

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

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

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

held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

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

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

(Project description as per Tender Document)

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

2 *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

Physical address: _____

_____ *(code)*

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
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Note:

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

ENTERPRISE STAMP

LA1.6 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

- 1 _____

- 2 _____

- 3 _____

- 4 _____

- 5 _____

- 6 _____

- 7 _____

- 8 _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

(Project description as per Tender Document)

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

B. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
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Note:

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

**LA1.7
AUTHORITY OF SIGNATORY**

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

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

<h1>MABEL HOUSE (Pty) Ltd</h1>	
<p>By resolution of the Board of Directors taken on <i>20 May 2000</i>,</p>	
<p>MR A.F JONES</p>	
<p>has been duly authorised to sign all documents in connection with</p>	
<p>Contract no RDLR-0002(2012/2013), and any contract which may arise there from,</p>	
<p>on behalf of <i>Mabel House (Pty) Ltd</i>.</p>	
SIGNED ON BEHALF OF THE COMPANY:	(Signature of Managing Director)
IN HIS CAPACITY AS:	Managing Director
DATE:	20 May 2000
SIGNATURE OF SIGNATORY:	(Signature of <i>A.F Jones</i>)
<p>As witnesses:</p>	
1.
2.

Signature of person authorised to sign the tender:

Date:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
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4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
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8. Inspections, tests and analysis
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27. Settlement of disputes
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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

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

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 18. Contract amendments**
- 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.

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

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (COMMISSION ON RESTITUTION OF LAND RIGHTS)					
BID NUMBER:	C-5/2/1/2/2-2023/2024	CLOSING DATE:	06 FEBRUARY 2024	CLOSING TIME:	11:00
DESCRIPTION	EXPANSION OF A PANEL OF ADMITTED AND PRACTICING CONVEYANCERS TO ATTEND TO THE REGISTRATION OF LAND TRANSFERS AWARDED TO CLAIMANTS IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT 22 OF 1994 AS AMENDED (THE ACT) FOR A PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
The Commission on Restitution of Land Rights, 266 Pretorius Street, Centre Walk Building, West Block. 7 TH Floor Reception.					
Pretoria,0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Jeanette Duma		CONTACT PERSON	Mr. Success Mnisi	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	CLCCBIDS@dalrrd.gov.za		E-MAIL ADDRESS	Success.Mnisi@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
POINTS FOR SPECIFIC GOALS [TICK APPLICABLE BOX]	Who had no franchise in national elections before the 1983 and 1993 Constitution? <input type="checkbox"/> Yes <input type="checkbox"/> No	Who is female <input type="checkbox"/> Yes <input type="checkbox"/> No	Who has a disability <input type="checkbox"/> Yes <input type="checkbox"/> No	Specific goal: Youth <input type="checkbox"/> Yes <input type="checkbox"/> No	Specific goal: Locality Promotion of South African owned enterprises. <input type="checkbox"/> Yes <input type="checkbox"/> No
POINTS WILL BE AWARDED FOR SPECIFIC GOALS AS PER SBD 6.1 – PROOF MUST BE SUBMITTED IN ORDER TO QUALIFY FOR SPECIFIC GOALS					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 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

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature	Date
.....
Position	Name of bidder



OFFICE OF THE CHIEF LAND CLAIMS COMMISSIONER

266 Pretorius Street, Centre Walk building, West Block, Pretoria, 0001 | Private Bag X833, Pretoria, 0001

Tel: (012) 407 4493

TERMS OF REFERENCE FOR THE EXPANSION OF A PANEL OF ADMITTED AND PRACTICING CONVEYANCERS TO ATTEND TO THE REGISTRATION OF LAND TRANSFERS AWARDED TO CLAIMANTS IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT 22 OF 1994 AS AMENDED (THE ACT), LAND REDISTRIBUTION, TENURE REFORM AND GENERAL CONVEYANCING SERVICES FOR A PERIOD OF 36 MONTHS.

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1. PURPOSE

- 1.1 To expand a panel of admitted and practicing Conveyancers to undertake work related to the registration of transfer of land awarded in the settlement of land claims and to deal with any other matter incidental to the transfer of land, as well as general conveyancing work related to Land Redistribution and Tenure Reform.

2. INTRODUCTION AND BACKGROUND

- 2.1 Section 9 (1) the Act empowers the Chief Land Claims Commissioner to appoint a person or organisation to perform *ad hoc* functions for the Commission. Payment for the services sought are defrayed from monies appropriated for this purpose, as provided for in section 9 (2) of the Act.
- 2.2 The Commission on Restitution of Land Rights (“the Commission”) has resolved to appoint firms with admitted and practicing Conveyancers to attend to registration of transfer of land awarded to claimants in terms of the Act, as well as general conveyancing work related to Land Redistribution and Tenure Reform.
- 2.3 It is noted that Sellers of property are permitted to appoint their own Conveyancers at their own cost subject to applicable rules and guidelines.
- 2.4 In order to expedite the appointment of firms with admitted and practicing Conveyancers, it was resolved that the Commission establishes a panel of admitted and practicing Conveyancers from all nine provinces registered with the Legal Practice Council in South Africa who shall perform their functions under the supervision of a Regional Land Claims Commissioner/ Chief Director: Land Restitution Support *or a person delegated hereto* under whose jurisdiction the land to be transferred is situated.

3. PROJECT DESCRIPTION

- 3.1 In settlement of claims in terms of the Act, the State on recommendation of the Commission (*inter alia*) either purchases land from private owners or acquires state land which is transferred to successful claimants.
- 3.2 The panel of Conveyancers to be established by the Commission, Land Redistribution and Tenure Reform will be required to attend to the registration of transfer of land (Section 42A of the Act and Chief Registrar’s Circular 3 of 2018) awarded to claimants, in terms of the Act from private owners or the state, who take transfer as nominees of the State, as well as general conveyancing work related to Land Redistribution and Tenure Reform.
- 3.3 There are nine provincial offices of the Regional Land Claims Commissioners, i.e. Western Cape, Eastern Cape, Free State, Northern Cape, KwaZulu-Natal, Limpopo, Mpumalanga, Gauteng and North West. Conveyancers are required to bid in the area of Jurisdiction which they are registered and practicing. Where a firm of Conveyancers has more than one branch, each branch is required to bid in the area of jurisdiction where that branch is registered and practices.

TERMS OF REFERENCE FOR THE EXPANSION OF A PANEL OF ADMITTED AND PRACTICING CONVEYANCERS TO ATTEND TO THE REGISTRATION OF LAND TRANSFERS AWARDED TO CLAIMANTS IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT 22 OF 1994 AS AMENDED (THE ACT), LAND REDISTRIBUTION, TENURE REFORM AND GENERAL CONVEYANCING SERVICES FOR A PERIOD OF 36 MONTHS.

- 3.4 Only Conveyancers whose particulars appear on the panel will be appointed, on a rotational quote system, to attend to transfer of land. The appointment will be done in line with the guidelines of the Preferential Procurement Policy Framework Act 5 of 2000, Government policies, guidelines and Preferential Procurement Regulation 2022.

The Commission on Restitution of Land Rights, Land Redistribution and Tenure Reform requires services in all nine regions.

Conveyancers should Indicate with an **X** the region(s) they are bidding for:

NO.	REGIONS	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	

4. LEGAL AND POLICY FRAMEWORK

The Conveyancers should be guided by relevant legislation and policies pertaining to their practice, including, but not limited to:

- 4.1 The Constitution of the Republic of South Africa Act, 1996
- 4.2 Public Finance Management Act, 1 of 1999
- 4.3 Preferential Procurement Policy Framework Act, 5 of 2000
- 4.4 Restitution of Land Rights Act, 22 of 1994
- 4.5 Deeds Registries Act 47 of 1937 and associated regulations
- 4.6 Agricultural Holdings (Transvaal) Registration Act 22 of 1919 ("Northern Provinces")
- 4.7 Alienation of Land Act, 68 of 1988
- 4.8 Estate Agents' Act, 112 of 1976
- 4.9 Expropriation Act, 63 of 1975
- 4.10 Financial Intelligence Centre Act, 38 of 2001.
- 4.11 Formalities in respect of Leases of Land Act, 18 of 1969
- 4.12 Guardianship Act, 192 of 1993
- 4.13 Housing Consumer's Protection Measures Act, 95 of 1998
- 4.14 Immovable Property (Removal or Modification of Restrictions) Act, 94 of 1965
- 4.15 Income Tax Act, 58 of 1962
- 4.16 Insolvency Act, 24 of 1936
- 4.17 Intestate Succession Act, 81 of 1987
- 4.18 Land Survey Act, 8 of 1997
- 4.19 Matrimonial Property Act, 88 of 1984
- 4.20 Removal of Restrictions Act, 84 of 1967
- 4.21 Subdivision of Agricultural Land Act, 70 of 1970

- 4.22 Transfer Duty Act, 40 of 1949
- 4.23 Trust Property Control Act, 57 of 1988
- 4.24 Value Added Tax Act, 89 of 1991; and Provincial Ordinances relating to local authorities, township development, subdivision and consolidation of even, charges and levies, and related matters as may apply in the province where the Conveyancer practices.
- 4.25 Legal practice Act 28 of 2014
- 4.26 Communal property associations Act 28 of 1996
- 4.27 Municipal systems Act 32 of 2000
- 4.28 Special planning and land use management Act 16 of 2013
- 4.29 Property valuation Act 17 of 2014
- 4.30 State land disposal Act 48 of 1961

5. PROJECT GOALS

The overall goal is to ensure the speedy registration of transfer of land to restitution beneficiaries in terms of the Act, as well as undertake work related to Land Redistribution and Tenure Reform. It is recorded that land will be transferred to individuals and legal entities such as Trusts, Communal Property Associations, etc.

Conveyancers will also be required to register conditions (as contained in the Sale Agreement or settlement agreement) upon which the land was awarded to the restitution beneficiaries by the Minister of Agriculture Land Reform and Rural Development or his or her delegated authority during the registration process.

6. PROJECT CONTENT

The Sale Agreement, Settlement Agreement, Service Level Agreement, appointment letter and instruction letter from the Legal Officer/relevant Senior Manager of the office of the Regional Land Claims Commissioner or the Provincial Shared Services Centre (PSSC), which will be forwarded to the Conveyancer upon / after appointment are the tools of reference and guidance for the transfer and registration of property to the beneficiaries. The Sale, Settlement and Service Level Agreement are standard agreements which are in line with the Commission on Restitution of Land Rights (CRLR), Land Redistribution, Tenure Reform policies and prescripts.

7. EXPECTED DELIVERABLES AND OUTCOME

- 7.1 Conveyancers will be expected to transfer the property to be mentioned from the seller to the purchaser and or the purchaser's nominee including any conditions of title indicated in the sale agreement or settlement agreement. In doing this, Conveyancers will be expected to:
 - (a) Contact all relevant parties to make the necessary arrangements in order to get the necessary transfer documents signed.
 - (b) Scrutinize the sale agreement or settlement agreement and ensure compliance with the clauses therein, especially the clauses that place an added responsibility on the Conveyancer.

TERMS OF REFERENCE FOR THE EXPANSION OF A PANEL OF ADMITTED AND PRACTICING CONVEYANCERS TO ATTEND TO THE REGISTRATION OF LAND TRANSFERS AWARDED TO CLAIMANTS IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT 22 OF 1994 AS AMENDED (THE ACT), LAND REDISTRIBUTION, TENURE REFORM AND GENERAL CONVEYANCING SERVICES FOR A PERIOD OF 36 MONTHS.

- (c) Liaise with the Legal Unit in the office of the Regional Land Claims Commissioner who issued instructions, in order to get the transfer documents signed; the relevant contact person and number will be provided with instructions. The officer referred to in this clause will also be responsible to liaise and meet when necessary.
- (d) Inform the Legal Unit in the office of the Regional Land Claims Commissioner who issued instructions of the progress made and when documents are ready to be lodged to receive further instructions.
- (e) Request and obtain signed instruction to Invest from the legal unit in the office of the Regional Land Claims Commissioner and provide proof from the bank for the investment account.
- (f) Make provision for the request of lost or damaged title deed in terms of Regulation 68 of the Deeds Registry Act where applicable.
- (g) Perform the following tasks:

Phases / Tasks:	Deliverables:	Time frame:
1. Signature of agreements and lodgement of transfer documents at the Deeds Office. 2. Registration of property and transfer (including conditions of title and subdivisions)	<ul style="list-style-type: none"> • Provide report to the Commission and tracking numbers • Provide Title Deed 	60 working days from the date of instruction. Three (3) weeks. If there are unavoidable delays, informs the person referred to in 7.1 (c) in writing as to the reasons thereof and the estimated timeframe the transaction will be completed.

It is recorded that the standard terms of contract in the General Conditions of Contract (GCC) apply as if incorporated in these Terms of Reference and instructions to be forwarded by the person referred to in 7.1 (c) above.

7.2 Where there is unsatisfactory performance by the Conveyancer, the Commission may take action in terms of the General Condition of Contracts (GCC) and service level agreement (SLA).

7.3 The content of paragraphs 7.1 and 7.2 apply mutatis mutandis to the PSSCs and their Legal Admin Officers.

8. MANDATORY REQUIREMENTS

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

8.1 Valid admission certificate as a Conveyancer.

- 8.2 Valid Letter of good standing from the Legal Practice Council
- 8.3 Valid Fidelity fund certificate.
- 8.4 Proof of professional indemnity insurance

9. ADDITIONAL DOCUMENTS

The following documents must be sent together with your proposal:

- 9.1 Valid Tax Clearance Certificate or Tax Compliance Status Pin.
- 9.2 Proof of registration summary report from Central Supplier Database or provide the MAAA number
- 9.3 Standard Bidding Documents (LA. 1.1, LA. 1.2, LA. 1.3, LA.1.6, LA 1.7, SBD1 and SBD 4)
- 9.4 Original or certified copy of Company/Close Corporation/Partnership resolution authorizing a particular person to sign the bid documents.

10. EVALUATION PROCESS

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 bidders who meet the mandatory requirements will be considered further for first (1st) stage of evaluation. Bidders 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

EVALUATION CRITERIA

#	Evaluation criteria	Application	WEIGHT
1.	CAPACITY	<p>Office with tools of trade, e.g. proof of Municipal account / lease agreement / ownership, Receptionist / Office assistant / admin staff, computers, printers, scanners, photocopiers, internet telephone, email, deeds office searches, electronic research databases, conveyancing support staff.</p> <p>Staff compliment, i.e. Office Assistant</p> <p>Attach POE: Office Assistants' CV with Conveyancing Certificate NQF level 5.</p>	30
2.	CAPABILITY	<p>(One (1) reference letter indicating experience and involvement in the practice of Conveyancing) Reference letter must have client's original letterhead, signed by such client and include a contactable telephone number and email address.</p> <p>5 = 3 reference letters 4 = 2 reference letters 3 = 1 reference letter No information will score a zero (0).</p>	30
3.	METHODOLOGY	<p>The methodology will be scored on aspects of the following:</p> <p>Application (regulation 68) to the Registrar of Deeds request for a replacement title deed:</p> <p>The bidder's ability to demonstrate knowledge pertaining to the processes entailed in the Deeds Registries Act as well as the understanding and knowledge regarding the implementation of the scope of the work.</p>	30

4.	CONTACTABLE REFERENCES FOR THE TEAM	(One (1) reference letter with relevant Conveyancing experience.	
	Office Assistant	5 = 3 reference letters (3 years and above) 4 = 2 reference letters 3 = 1 reference letter	10
No information will score a zero (0).			
Failing to submit the required documentation will result in zero (0) points scored/allocated.			
TOTAL POINTS FOR FUNCTIONALITY			100

The proposals will be evaluated individually by Members of Bid Evaluation Committee in accordance with the above functionality criteria and values. There will only be one phase of evaluation.

The Conveyancers involved with the Contract or having access to information relating to the Contract / Commission shall sign an Oath of Secrecy and be prepared to go through the process of Security Clearance or background checks as determined by the Commission.

11. LEVELS OF AUTHORITY AND COMMUNICATION

- 11.1 The confirmation of registration should be forwarded to the Regional Land Claims Commissioner as the head of the office and marked for the attention of the person referred to in 7.1 (c) the Chief Director: Land Restitution Support.
- 11.2 A regular and effective communication process will be required to ensure involvement of all relevant stakeholders.

12. PROJECT FINANCE AND PAYMENT METHOD

- 12.1 All Payments will be made in accordance with the completed and approved report by the Legal Manager.
- 12.2 Financial penalties will be imposed for failing to meet the agreed upon milestones, targets, and deadline.
- 12.3 Original invoice as per the deliverable that substantiates all costs must be provided.
- 12.4 Invoice will be paid within 30 days after submission of invoice as stipulated per National Treasury Regulations and Supply Chain Management prescripts.
- 12.5 No invoice will be paid, unless it is submitted together with the proof of payment back to the state for the interest accrued on the investment account as well as print out

from the bank on investment date and amount of interest accrued.

13. REPORTING

- 13.1 The Conveyancer should submit and present progress report against the set milestone to the Commission bi-monthly.

14. PERIOD/ CONTRACT DURATION

The term of agreement on the panel from the date of appointment shall be thirty-six (36) months.

15. VALIDITY PERIOD

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

16. REGION / JURISDICTION OF WORK

Registered and admitted Conveyancers will be awarded work as per their region or jurisdiction.

17. VARIATION CLAUSE

No variations, addition, deletion from, or cancelling these Terms of Reference, and no waiver of any right under these Terms of Reference, shall be effective unless reduced to writing and signed by or on behalf of the Parties. Service level agreement and appointment letter will be signed between the Commission on Restitution of Land Rights (CRLR) and the Conveyancer.

18. TERMS AND CONDITIONS

- 18.1 The accreditation process will be subject to the Conveyancer's acceptance of the Commission on Restitution of Land Rights (CRLR), Land Redistribution and Tenure Reform's Supply Chain Management's general conditions of contract.
- 18.2 Accredited service providers are not guaranteed any work under this proposal.
- 18.3 The basis of engaging Conveyancer's will be on an assignment basis/ as and when the need arises.
- 18.4 In the event where there is more than one Conveyancer's accredited on the panel, and they have the necessary skills that are required to render a specific service, the Commission on Restitution of Land Rights (CRLR), Land Redistribution and Tenure Reform will invite quotation from the panel and award the work accordingly.
- 18.5 The Commission on Restitution of Land Rights (CRLR), Land Redistribution and Tenure Reform may at its sole discretion, award assignment or any part thereof to more than one accredited service provider.
- 18.6 Payments will only be made for acceptable work completed and delivered.
- Any deviation from the project plan should be put in writing and signed by the Legal manager.

- 18.7 The Commission on Restitution of Land Rights (CRLR) , or Land Redistribution and Tenure Reform reserves the right to terminate the contract of any Conveyancer on the panel if there is clear evidence of non- performance.
- 18.8 Failure to comply with any of these conditions will invalidate the proposal of the Conveyancer.
- 18.9 The Commission on Restitution of Land Rights (CRLR), Land Redistribution and Tenure Reform reserves the right not to award the bid, or to various Conveyancer.
- 18.10 Adherence to delivery timeframes (in some instances the time frame will be on a very short notice.

19. NON – COMPULSORY BRIEFING SESSION

Date: 19 January 2024
Time: 10:30
Venue: Microsoft Teams

[Click here to join the meeting](#)

Meeting ID: 396 826 693 168

Passcode: niSQbr

20. SUBMISSION DETAILS

Closing/ Submission Date

Date: 06 February 2024

Time: 11:00

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

NB: No late proposals will be accepted

21. TERMS OF REFERENCE APPROVED