

5/2/2/1- DALRRD 0003(2021/2022)

**APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP LAND USE SCHEME FOR A PERIOD OF (12) TWELVE MONTHS FOR WALTER SISULU LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE.**

**CLOSING DATE: 27 MAY 2021 @ 11:00**

**TECHNICAL ENQUIRIES** : Mr Tshifhiwa Nekhwevha and Mr Lawulani Enock Baloyi  
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**BID RELATED ENQUIRIES** : Ms Tshupo.Mlambo/Mr. Abie Olyn/ Mr P Makhado  
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**TECHNICAL PROPOSAL – PART 1 OF 2**



## LA 1.1



### agriculture, land reform & rural development

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

**Chief Directorate:** Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Pfarelo Makhado: **Tel:** (012) 312 9518

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

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**BID NUMBER:** 5/2/2/1- DALRRD 0003 (2021/2022)

**CLOSING TIME:** 11H00

**CLOSING DATE:** 27 MAY 2021

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

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 2, SBD 3.3, SBD4, SBD 5, SBD6.1, SBD 8, SBD9 , Credit Instruction forms, 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. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

**SIGNED**  
**BIDS MANAGEMENT**  
**DATE: 22 APRIL 2021**

LA 1.3

## MAP TO BIDDER BOX (B BOX)

**5/2/21- DALRRD 0003 (2021/2022) CLOSING DATE: 27 MAY 2021 @ 11:00**

**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.**

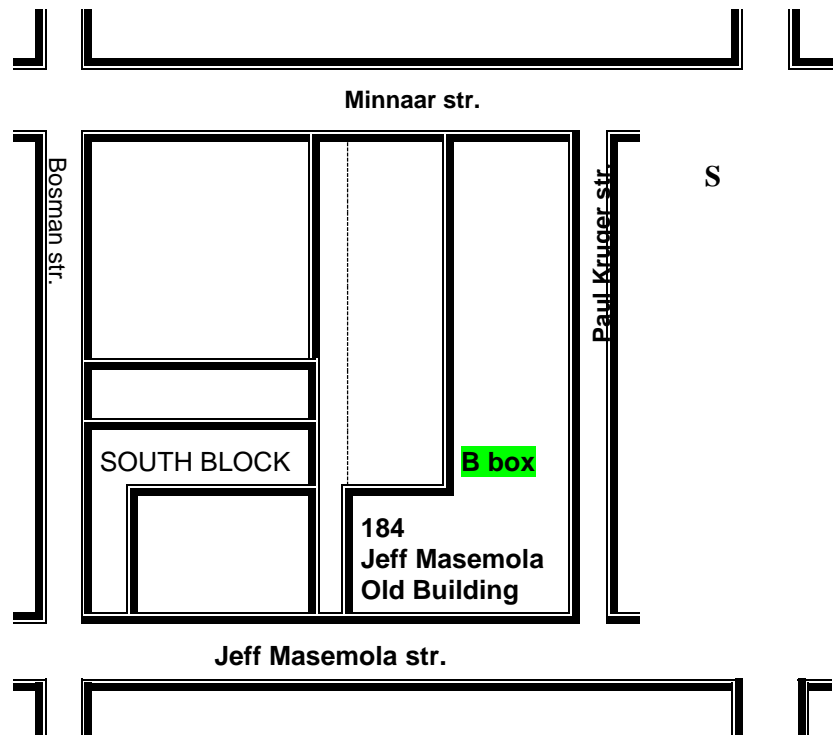
**THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK**

**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 “Bid/tender box.”

DEPARTMENT OF AGRICULTURE,  
LAND REFORM AND RURAL  
DEVELOPMENT  
Acquisition Management  
(BIDS)  
THE OLD BUILDING 184  
JEFF MASEMOLA STREET, PRETORIA,  
0001

THE BID BOX OF THE OFFICE OF THE  
DEPARTMENT OF AGRICULTURE, LAND  
REFORM AND RURAL DEVELOPMENT IS  
OPEN 24 HOURS A DAY, 7 DAYS A  
WEEK. THE BID BOX WILL BE CLOSED  
AT 11H00 WHICH IS THE CLOSING TIME  
OF BIDS.



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

**SUBMIT YOUR BID IN A SEALED ENVELOPE**

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

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,



**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (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**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)</b>					
BID NUMBER:	5/2/2/1- DALRRD 0003 (2021/2022)	CLOSING DATE:	27 MAY 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP LAND USE SCHEME FOR A PERIOD OF (12) TWELVE MONTHS FOR WALTER SISULU LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
184 JEFF MASEMOLA STREET					
PRETORIA					
0001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms Tshepo Mlambo/Mr. Abie Olyn/ Mr P Makhado	CONTACT PERSON	Mr Tshifhiwa Nekhwevha and Mr Lawulani Enock Baloyi		
TELEPHONE NUMBER	012 312 9518/8359/8711	TELEPHONE NUMBER	(012) 312 8390 / 071 878 8322		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	<a href="mailto:abie.olyn@dalrrd.gov.za">abie.olyn@dalrrd.gov.za</a> <a href="mailto:Tshepo.Mlambo@dalrrd.gov.za">Tshepo.Mlambo@dalrrd.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Tshifhiwa.Nekhwevha@dalrrd.gov.za">Tshifhiwa.Nekhwevha@dalrrd.gov.za</a> <a href="mailto:Lawulani.Baloyi@dalrrd.gov.za">Lawulani.Baloyi@dalrrd.gov.za</a>		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]		
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
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**

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

<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

**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: .....

## **AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.**

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

**Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.**

## 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:

<b>MABEL HOUSE (Pty) Ltd</b>	
<b>By resolution of the Board of Directors taken on 20 May 2000,</b>	
<b>MR A.F JONES</b>	
<b>has been duly authorised to sign all documents in connection with</b>	
<b>Contract no CRDP 0006, and any contract which may arise there from,</b>	
<b>on behalf of <i>Mabel House (Pty) Ltd.</i></b>	
<b>SIGNED ON BEHALF OF THE COMPANY:</b>	<b>(Signature of Managing Director)</b>
<b>IN HIS CAPACITY AS:</b>	<b>Managing Director</b>
<b>DATE:</b>	<b>20 May 2000</b>
<b>SIGNATURE OF SIGNATORY:</b>	<b>(Signature of A.F Jones)</b>
<b>As witnesses:</b>	
1.	.....
2.	.....
Signature of person authorised to sign the tender: .....	
Date: .....	

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).



# Application for a Tax Clearance Certificate

### Purpose

Select the applicable option .....Tenders  Good standing

If "Good standing", please state the purpose of this application

Two empty text input boxes for stating the purpose of the application.

### Particulars of applicant

Name/Legal name (Initials & Surname or registered name) [Grid]

Trading name (if applicable) [Grid]

ID/Passport no [Grid] Company/Close Corp. registered no [Grid]

Income Tax ref no [Grid] PAYE ref no 7 [Grid]

VAT registration no 4 [Grid] SDL ref no L [Grid]

Customs code [Grid] UIF ref no U [Grid]

Telephone no [CODE] [NUMBER] Fax no [CODE] [NUMBER]

E-mail address [Grid]

Physical address [Grid]

Postal address [Grid]

### Particulars of representative (Public Officer/Trustee/Partner)

Surname [Grid]

First names [Grid]

ID/Passport no [Grid] Income Tax ref no [Grid]

Telephone no [CODE] [NUMBER] Fax no [CODE] [NUMBER]

E-mail address [Grid]

Physical address [Grid]

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R  ,

Expected duration of the tender  year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  or .

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

-  -

Date

Name of representative/agent

agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

-  -

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.



**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2 Identity Number:.....

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –  
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);  
(b) any municipality or municipal entity;  
(c) provincial legislature;  
(d) national Assembly or the national Council of provinces; or  
(e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....



**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....	Closing date:.....
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print).....
Date.....	

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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



## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**                      **or**                      **90/10**

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

Where

- $P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{\min}$  = Price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

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

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

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

*(Tick applicable box)*

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

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

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

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

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

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

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

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

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

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

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

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

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

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

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

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

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

(Name of Bidder)

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



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

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

**SBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



# DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

## SUPPLIER MAINTENANCE:

BAS  PMIS  LOGIS  WCS   CONTRACTOR CONSULTANT

OFFICE: .....

Head Office Only	
Captured By:	_____
Date Captured:	_____
Authorised By:	_____
Date Authorised:	_____
Supplier code:	_____
Enquiries. :	_____
Tel. No.:	_____

### The Director General : I DEPT OF RURAL DEVELOPMENT AND LAND REFORM

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens .

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	_____
Trading Name	_____
Tax Number	_____
VAT Number	_____
Title:	_____
Initials:	_____
First Name:	_____
Surname:	_____
Postal and Street Address Detail of the Company / Individual	
Postal Address	_____
Street Address	_____
Postal Code	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
New Detail	
<input type="checkbox"/> New Supplier information	<input type="checkbox"/> Update Supplier information
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other ( Specify )
Department Number	<input type="text"/> <input type="text"/>

**Supplier Account Details**

**This field is compulsory and should be completed by a bank official from the relevant bank**

Account Name

Account Number

Branch Name

Branch Number

Account Type  Cheque Account  
 Savings Account  
 Transmission Account  
 Bond Account  
 Other (Please Specify)

ID Number

Passport Number

Company Registration Number

\*CC Registration

**\*Please include CC/CK where applicable**

Practise Number

**Bank stamp**  
 It is hereby confirmed that this details have been verified  
 against the following screens  
**ABSA-CIF** screen  
**FNB-** Hogans system on the CIS4/CUPR  
**STD** Bank-Look-up-screen  
**Nedbank-** Banking Platform under the Client Details Tab

**Contact Details**

Business

Area Code  Telephone Number  Extension

Home

Area Code  Telephone Number  Extension

Fax

Area Code  Fax Number

Cell

Cell Code  Cell Number

Email Address

Contact Person:

<input type="text"/>	<input type="text"/>
Supplier Signature	Departmental Official
<input type="text"/>	<input type="text"/>
Print Name	Print Name
<input type="text"/>	<input type="text"/>
<input type="text"/>	Rank
<input type="text"/>	<input type="text"/>

**Adress of Rural Development and Land Reform  
 Office where form is submitted from**

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

**NB: All relevant fields must be completed**



## agriculture, land reform & rural development

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

### **Branch: Spatial Planning and Land Use Management, Planning Facilitations**

224 Church Street, Pretoria, 0001. Private Bag X833, Pretoria, 0001. Tel: 012 312 9371;  
Fax: 086 692 8882

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## **TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR WALTER SISULU LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE**

### **1 INTRODUCTION**

- 1.1 The Department of Agriculture, Land Reform and Rural Development (DALRRD) requires the services of firms or a consortium of suitably qualified firms to develop wall to wall Land Use Scheme (hereafter referred to as the LUS) for the Walter Sisulu Local Municipality in the Eastern Cape Province:
- 1.2 The apartheid spatial planning system has brought challenges which resulted in disempowerment of municipalities to properly deal with development, management and the regularization of land use activities in their areas. This resulted in a differentiated approach used within municipalities to address land use management in different areas of the municipality.
- 1.3 Section 24 of the Spatial Planning and Land Use Management Act, Act No 16 of 2013 (SPLUMA) requires that a Municipality, must after public consultation, adopt and approve a single land use scheme for its entire area within 5 years from the commencement (1st July 2015) of the Act.
- 1.4 The DALRRD has since developed Land Use Scheme Guidelines in 2017 to guide municipalities in developing land use schemes as per the requirements of the SPLUMA. The DALRRD further developed a Model Land Use Scheme framework in 2029 for municipalities in order to facilitate the LUS development process.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR WALTER SISULU LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE**

**2. PROBLEM STATEMENT**

- 2.1 The Walter Sisulu Local Municipality is managed by Town/Zoning Scheme Regulations that were promulgated in terms of the outdated/old order Provincial Legislation/Ordinances and that do not make provision for the current land use management challenges.
- 2.2 The current zoning/town planning scheme regulations have made it highly complex for the subject municipalities to manage development as they are not in a position to respond to all the development proposals. These zoning/town planning scheme regulations are not sufficiently detailed to provide clear direction on the land use management and the future growth of the various towns and rural areas within the municipalities. There is thus a lack of updated land use scheme policy/ guidelines to enable the municipalities to function optimally.
- 2.3 There is no alignment between the zoning/town planning schemes and the current Municipal Spatial Development Frameworks (SDF) and other local development plans in the municipalities. The current zoning schemes are the remains of the past racially based land use planning. The existing zoning schemes therefore do not reflect the intentions and concerns of recent land use planning law reforms such as the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013), the Municipal Systems Act, 2000 (Act 32 of 2000), the National Environmental Management Act, 1998 (Act 107 of 1998), the National Heritage Resources Act, 1999 (Act 25 of 1999), etc.
- 2.4 It is critical that land use management (“*control*”) is integrally linked to forward planning and addresses the challenges of the municipalities. The Municipal SDFs would cover a wide range of policies dealing with housing, infrastructure, economic development, provision of social facilities and services to ensure that it is placed on a sustainable development pathway. The introduction of wall-to-wall land use schemes will provide opportunities to consolidate and integrate the various land

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use related policies and development control systems and place the municipalities on more efficient, effective and equitable growth pathway.

2.5 The municipality have embarked on various strategic planning processes in response to developmental challenges facing their communities, their economies as well as their natural and built environment, for example the Integrated development plans (IDPs) and local economic development plans (LEDs). All of these strategies are geared at medium to long term development process, while the Land Use Scheme would also have an immediate impact.

2.6 The municipality pose unique development challenges that necessitate more integrated, efficient and effective land use management systems that are appropriate and more proactive in their application. Most municipalities in the country that have embarked on this process have focused on:

- Establishing a more direct and immediate link between forward/policy planning and day to day land use development control measures; and
- Establishing a system of land use management in its entirety, from the provision of guidelines, to the processing of the applications; the zoning register; development incentives; approval conditions; etc.

2.7 In view of the above, Walter Sisulu Local Municipality wish to embark on individual processes to prepare single (wall-to-wall) land use schemes for respective municipal areas in accordance with the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013). These Land Use Schemes should take into account various aspects such as integration, topography, infrastructure, environmental concerns, existing and future developments. The new Land Use Schemes will have direct impact on property values, business development and ultimately rates income for the municipality. These should introduce uniform and development facilitation land management system that should form the basis for sustainable development in the municipalities for a long-term period.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR WALTER SISULU LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE**

**3. PURPOSE AND OBJECTIVE OF THE PROJECT**

- 3.1 The objective of this project is to assist this Municipality to develop a simplified and yet comprehensive single land use scheme to ensure the orderly and harmonious development of the municipal area without sacrificing the natural environment.
- 3.2 To develop Land Use Scheme that will give effect to and be consistent with the municipal SDFs and determine the use and development of land within the municipal areas to promote economic growth, social inclusion, and efficient development and to minimize the impact on public health and natural resources.
- 3.3 In terms of Section 24 of SPLUMA the content of a LUS must:
- Include suitable categories of land use zoning and regulations for the entire municipal area, including areas not previously subject to a land use scheme;
  - Take cognisance of any environmental management instrument adopted by the relevant environmental management authority, and must comply with environmental legislation;
  - Include provisions that permit the incremental introduction of land use management and regulation in areas under traditional leadership, rural areas, informal settlements, slums and areas not previously subject to a land use scheme;
  - Include provisions to promote the inclusion of affordable housing in residential land development;
  - Include land use and development incentives to promote the effective implementation of the spatial development framework and other development policies;
  - Include land use and development provisions specifically to promote the effective implementation of national and provincial policies; and



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- Give effect to municipal spatial development frameworks and integrated development plans.
- A land use scheme may include provisions relating to:
  - The use and development of land only with the written consent of the municipality;
  - Specific requirement regarding any special zones identified to address the development priorities of the municipality; and
  - The variation of conditions of a land use scheme other than a variation which may materially alter or affect conditions relating to the use, size and scale of buildings and the intensity or density of land use.

3.4. The Land Use Scheme must include but not limited to the following components:

- Scheme Regulations setting out the procedures and conditions relating to the use and development of land in any zone;
- A map indicating the zoning of the municipal area into land use zones; and
- A register of all amendments to such land use scheme.

3.5. The proposed LUS must give effect to the development principles as stipulated in Section 7 of SPLUMA: -

- (i). Spatial Justice;
- (ii). Spatial Sustainability;
- (iii). Efficiency;
- (iv). Spatial Resilience; and
- (v). Good Administration.

3.6. Given the land use management challenges facing municipalities, the following are critical components of a land use management system:

- Legislation, Land Use Policy and Guidelines;
- Integrated Zoning Scheme and Regulations;
- Zoning Maps;
- Assessment and Approval Procedures and Application Forms;
- Conditions of Approval;
- Zoning Register;
- Delegation of Decision-Making (including those relating to removal title deed restrictions);
- Development Incentives;
- Enabling Legislation;
- Reference Manual

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR WALTER SISULU LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE**

- 3.7. The Land Use Scheme must take cognisance and adhere to national and provincial policies and legislation (particularly chapters 5 & 6 of SPLUMA 2013), including, but not limited to **the Municipal by-laws**, Municipal Spatial Development Frameworks and Comprehensive 2017 Land Use Scheme Guidelines as published by the department.

**4. PROJECT OUTCOMES AND SCOPE**

- 4.1 The land use scheme to be developed should contain amongst other at least the following:

- i. Categories of land use zoning and regulation for the entire municipal area (scheme clauses and associated maps)
- ii. Provides mechanisms to promote affordable housing and other government housing schemes.
- iii. Provides mechanisms to provide incentives in strategically identified areas to promote economic and spatial justice as principles contained in the municipal spatial development framework.
- iv. Provides systems to deal with managing and regulating both formalities and informalities found with a municipal area.
- v. Transitional measures where necessary to ensure that a municipal land use scheme incorporate all land uses that duly exist and provide mechanism to migrate such land uses and associated rights to the new developed wall to wall scheme.
- vi. Provides mechanisms to link land use rights to the municipal evaluation system and other applicable system that constitute complete land use management system.
- vii. Be consistent with spatial development framework.
- viii. Process of adoption, review and monitoring of land use scheme
- ix. Processes relating to land use scheme enforcement

- 4.2 The Land Use Scheme adopted and approved in terms of Section 24 of SPLUMA must include at least the following:

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR WALTER SISULU LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE**

- i. Scheme Regulations setting out the procedures and conditions relating to the use and development of land in any zone
- ii. Content of land use scheme
- iii. General Administrative, Powers and Legal effect of the Land Use Scheme
- iv. Maps indicating the zoning of the municipal areas into land use zones; and
- v. A register of all amendments to such a land use scheme

**5. PROJECT DELIVERABLE & CRITICAL MILESTONES**

5.1 The service provider will develop a comprehensive Inception Report indicating project milestones and deliverables, processes and procedures for LUS development, content of LUS, Legal effect of LUS, etc.

5.2 The service provider would be expected to submit a final consolidated report consisting of the following:

- LUS document including zoning register, maps, tables and graphics in hard copy and electronic copy in MS Word format.
- All maps contained in LUS textual document as electronic image files (JPEG, windows Bitmap, GIF, etc.).
- All Zoning information used to generate the LUS maps in shapefile format with metadata together with correct and descriptive attribute information as what each LUS construct represents.
- The LUS must clearly be aligned with SPUMA and the Municipal SDF.

5.3 The following tasks are required (per LUS):

- Assessing relevance and implication of existing legislation and proposed policies and guidelines. Once the draft policy directives are in place as derived from municipality’s SDF and other strategy interventions/completed studies, the following tasks are envisaged:

<b>List of Activities</b>	
<b>1</b>	<b>Legislation, Land Use Policy and Guidelines:</b>
1.1	Assess relevance and implication of existing legislation, Spatial Planning and Land use management Act 16 of 2013, Provincial and Municipal SDF, land use scheme guidelines, Model land use scheme and any other policy.
1.2	Synthesis and incorporate new policy emerging from the SDF / strategies / IDPs as well as the implications thereof for the Integrated Zoning Scheme and Regulations. Policy gaps should be identified and a brief for these should be prepared for further work.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR WALTER SISULU LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE**

	Integration of relevant legislation (NEMA, NHRA, Removal of Restrictions Act, etc.)
<b>2</b>	<b>Integrated Zoning and Regulations:</b>
2.1	Compile land use plan in consistence with legislation and guideline
2.2	The policies emanating from the SDFs should guide and inform the preparation of the LUS.
2.3	Evaluate LUS in terms of its flexibility and pro-activeness regarding on-going development applications and technology.
2.4	Evaluate appropriateness of the various LUS definitions
2.5	Generate extensive graphical illustrations and perhaps tables.
	Draft Document
<b>3</b>	<b>Zoning Maps</b>
3.1	Assess and evaluate comparative zones for the different areas. Aspects to be addressed include reaching agreement on notation, techniques and overlays and refinement of the zoning maps
3.2	Digitise maps, preferable in GIS and link to database
<b>4.</b>	<b>Assessment and Approval Procedures and Application Forms:</b>
4.1	Evaluate and assess existing procedures impacting on LUS in terms of its efficiency and effectiveness. Place emphasis on streamlining the required procedures, avoiding publication, shortening approvals periods and delegating decision to the lowest possible level.
4.2	Evaluate and design application forms that eliminate duplication, easy to complete, comprehensive in terms of the approval requirements and as short as possible and link with electronic municipal land use management tool (to be developed by DALRRD).
<b>5.</b>	<b>Conditions of Approval</b>
	Establish model conditions of approval for different uses and circumstances.
<b>6.</b>	<b>Zoning Register</b>
	Consider standardising procedures (in terms of their appropriateness). Compile a zoning register if not available.
<b>7.</b>	<b>Development Incentives:</b>
	Identify mechanisms on how to promote appropriate development and proactively facilitate development process in targeted areas. This should be in terms of the municipality's SDF, LED and other relevant strategies.
<b>8.</b>	<b>Reference Manual</b>
	Prepare advice and reference manual on how new LUS would function. This must be user friendly with generous use of plain language as well as appropriate graphics and flow chart illustrations.

5.4 The final LUS shall include but not limited to the following:

- General
  - Short Title
  - Area of the Land Use Scheme
  - Status, commencement and validity of the Land Use Scheme
  - Powers of the Council
  - Purpose of the Scheme
  - Component of the Land Use Scheme
  - Transitional Arrangements.
- User Orientation
- Definitions
- Land Use Categories
- Land Use Zones
- Land use/zone matrix

## **TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR WALTER SISULU LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE**

- Management Zones
  - Environmental Management Zones
  - Act 70 of 1970 Management Zones
- Development criteria
- Scheme and Management maps
- Special mechanisms for special development zones including, but not limited to:
  - Rural areas and special settlement areas
  - Special site planning areas
  - Interim site planning areas
  - Environmental planning areas.
- Development Regulations
- General Regulations including by-laws and policies
- Planning Administration
- Application procedure
- Application content and format.

5.5 All spatial information collected should be submitted in GIS capable file format (map package or in geo-database format) for use in a GIS. The shapefiles must have clear attribute information that differentiates the SDF construct and its purpose, for example a service node shapefile should have an attribute called “description” with the value “service node”. Metadata for all spatial information should be provided as per the metadata standard ISO 19115 & SANS 1878. Ownership of all metadata, data and spatial information generated and collected from this assignment vests in DALRRD. DALRRD will become the custodian of all spatial information collected.

5.6 Over and above, the GIS data must further meet the following requirements:

- All maps should be in A4 size in the document
- Maps must be numbered and listed in the page of contents
- All the text in the maps and the legends must be legible
- The same map template / layout must be used throughout the document for sake of consistency
- All maps should have the basic map elements, namely; a title, north arrow, legend, scale bar
- All the features on the map must be explained in the legend

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- Symbology and colours must adhere to basic cartographic principles, colour coding,
- All mapping must be developed at an appropriate scale
- Maps in Microsoft Word must have the corresponding Map Document (MXD) ready to be accessed in ArcGIS.

**6. SKILLS REQUIREMENTS**

6.1 Companies with individuals with qualifications and extensive experience will be required as detailed in Table 1 below.

6.1.1. A project leader must be registered Town Planner

6.1.2. Other skills are as per the table below;

**TABLE 1: SKILLS AND QUALIFICATIONS**

No.	Key Skill Set	Minimum Qualification
1.	Town/Urban/City and Regional Planning Professional (minimum of 3 Town Planners exclusive of Team Leaders)	BSc or BTech in Town/Urban/City and Regional Planning (Registration with SACPLAN as a Professional Planner)
2.	Professional Geographic Information (Minimum of 1 GIS practitioner) Practitioner	Registration with SACG as a Professional GIS Practitioner
3.	Environmentalist (Minimum of 1 environmental specialist)	BSc in Environmental Management Science or any related field of study

Please note that above is a minimum set of skills required, the firm is welcome to add more skills as deemed necessary to undertake the work.

6.2 Proven experience and thorough understanding in the following is also required:

- a) Land use management policies and legislation;

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- b) Previous experience in the development of a Land Use Scheme and Spatial Development Framework;
- c) Previous experience with policy and / or planning work at a municipal Level;
- d) Research, analytical writing and communication skills.

6.3 In the case of a consortium, a letter of commitment from company / everyone is required and must be submitted.

**7. PROJECT PHASES DURATION AND COST**

7.1 The project should be completed within 12 months from the time of the appointment of the consultant. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled under Table 3.

**TABLE 2: PAYMENT SCHEDULE AND PROJECT PHASES**

<b>Phase</b>	<b>Deliverable</b>	<b>Cost</b>	<b>Timeframes</b>
<b>Phase 1:</b> Detailed Inception Report and Communication Plan	Project Plan and Consultation Plan	10%	1 Month
<b>Phase 2:</b> Data collection and Status Quo on Land Use Rights/Land Audit	<ul style="list-style-type: none"> <li>• Data Collection and Analysis Report</li> <li>• Land Use Rights/Land Audit Report</li> </ul>	20%	3 Months
<b>Phase 3:</b> Land Use Scheme Regulations Preparation and Customization	Customized Draft LUS Regulations	10%	1 Month
<b>Phase 4:</b> Zoning Maps Report	Cadastral database of land uses/zoning and Report	15%	2 months
<b>Phase 5:</b> Assessment and approval procedures and application forms / conditions for approvals	Evaluation, procedures and condition of approvals report	10%	1 month
<b>Phase 6:</b> Zoning register / delegation of decision making / development incentives	Zoning register, delegations and incentives report.	10%	1 month
<b>Phase 7:</b> Consultation	Consultation report and amendments	10%	2 months
<b>Phase 8:</b> Final Draft Land Use Scheme and Reference Manual	Final Land Use Scheme document and supporting material	10%	1 month
<b>Retention</b>	Close Out Report	5%	

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**8. MANDATORY REQUIREMENTS**

**NB: Failure to submit/attach proof of the following requirements with the proposal will disqualify the bidder's proposal.**

- 8.1. Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- 8.2. A resolution authorizing a particular person to sign the bid documents (Full completion and signing of LA 1.6 or resolution on company letter head).
- 8.3. Letter of agreement signed by all parties in the case of consortium or joint venture or sub-contractor involved must be provided.
- 8.4. The project leader must be registered with South African Council for Planners (SACPLAN) and in good standing in terms of the Planning Profession Act, 2002 as a Professional Planner (a copy of a valid certificate indicating member in good standing must be attached).
- 8.5. Submission of two separate, sealed envelopes in the form of Technical Part and the Financial Part. Failure to comply will disqualify the bid submitted by the bidder

**9. TWO ENVELOPES SYSTEM**

- 9.1. A Two Envelope System, requiring submission of both Technical and Financial Proposals at the same time, but in separate envelopes will apply.
- 9.2. The objective of this system is to ensure a fair evaluation of the proposals, meaning that the technical proposal would be evaluated purely on its technical merits and its ability to meet the requirements set forth in the bid invitation without being unduly influenced by the financial proposal.
- 9.3. During the bid evaluation, the technical proposal would be opened and evaluated first followed by the financial proposals of only bidders who scored and meet the minimum required score of functionalities.



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**10. CONTENTS OF THE PROJECT PROPOSAL**

A clear and concise project proposal covering the aspects listed below as well as responding to the terms of reference is required.

- 10.1. An executive summary of the key issues covered in the Proposal.
- 10.2. A profile of each employee/company to work on the project with clear references to similar and related work undertaken in the past with clear evidence where a person / member participated in or managed certain projects in the past which bears relevance to the work at hand. Clear indication of actual roles and responsibilities must be presented with verifiable proof.
- 10.3. General methodology for undertaking work of this nature. The methodology should also indicate the project milestones that will be used to measure the project progress.
- 10.4. Certified copies of all certificates, references, professional registration and related certification for all members of the proposed team must be attached.
- 10.5. Evidential and documentary proof of professional qualification, registration and affiliation. For instance, if a team member claims to be a Town Planner, a copy of the registration with the South African Council for Planners (SACPLAN) is required.
- 10.6. Any other information relevant to the determination of the suitability of the interested bidder for this project should be listed.
- 10.7. *The following technical information **must** be submitted with the bid proposal:*
  - a) Relevant professional experience of the team leader and core supporting experts;
  - b) Organizational, managerial and technical ability;
  - c) Full CV's of all proposed team members;
  - d) Minimum 3 contactable current and previous client references for 3 different clients;
  - e) Associations and Professional Affiliations of companies and individuals;

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**11. INFORMATION GATHERING**

- 11.1. The selected service provider will be expected to make contact with all the relevant officials and units within all spheres of government and other stakeholders of government or any entity holding information relevant to the project to obtain relevant information that will be required for the project when a need arises.
- 11.2. Existing information, which is available within the DALRRD Branch: Spatial Planning and Land Use Management will be made available to the appointed service provider during the execution of the project.
- 11.3. In the case where a letter to confirm and motivate for requesting information from the different spheres of government or parastatals is required, the Department will provide the requested letter.
- 11.4. Notwithstanding anything written in these terms of reference, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.

**12. TERMS AND CONDITIONS OF THE BID**

- 12.1. Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management general contract conditions.
- 12.2. The DALRRD and successful Service Provider(s) will sign a Service Level Agreement upon appointment. Such a Service Level Agreement will include the following:
  - a) Period of agreement;
  - b) Project objectives and scope;
  - c) Staffing;
  - d) Project plan and project plan management;
  - e) Budget;
  - f) Cost and fee payment;
  - g) Method of communication;
  - h) Reporting relationship;
  - i) Deliverables and terms of deliverables;
  - j) Form and formats of working papers;

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- k) Reviews;
  - l) Uncompleted work;
  - m) Confidentiality;
  - n) Disputes; and
  - o) Financial penalties and termination of contract.
- 12.3. The service provider should submit an acceptance letter and be available to commence with the project within five (5) days after receiving official order and the service level agreement signed.
- 12.4. During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to provide a dedicated Project Manager who will organise the progress report meetings and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.
- 12.5. Project team members must be available for the duration of the project, the service provider is not allowed to change the composition without prior consent of the DALRRD.
- 12.6. Any deviation from the project plan should be put in writing and signed by the project manager of DALRRD.
- 12.7. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 12.8. Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 12.9. Financial penalties will be imposed for agreed upon milestones, targets, and deadline not met without providing:
- a) Timely notification of such delays.
  - b) Reasons for the delays.
  - c) Supporting evidence that the delays were outside of the influence of the service provider.
- 12.10. Payment will **ONLY** be made as per deliverables and upon **SATISFACTION** of services rendered or good and quality product delivered. Therefore, original

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invoices submitted for payments must be submitted for payment with relevant supporting documents.

- 12.11. Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.
- 12.12. Original invoices to substantiate all costs must be provided. The invoices should include the Department of Agriculture, Land Reform and Rural Development order number that will be provided to the selected service provider upon acceptance of the proposal.
- 12.13. When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DALRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DALRRD.
- 12.14. The Department reserves the right not to appoint anyone.
- 12.15. No material or information derived from the provision of the services under the contract may be used for any other purposed except for those of the DALRRD, except where duly authorized to do so in writing by the DALRRD.
- 12.16. Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DALRRD.
- 12.17. The successful Service Provider agrees to keep confidential all records and information related to the project and not disclose such records or information to any third party without the prior written consent of DALRRD.

**13. REPORTING AND ACCOUNTABILITY**

- 13.1. All team members must be available for the duration of the project and the service provider is not allowed to change the composition without prior consent of the department.
- 13.2. During the execution of the project, the service provider will be required to submit progress reports and attend meetings at intervals as it will be determined by the project team or steering committee managing the project.
- 13.3. All information captured and or used to generate the outputs of the project remains the property of DALRRD and must be handed over in its totality when the project is

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closed. DALRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the course of the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and DALRRD. This agreement must be reached and signed off together with the project plan before the project commences.

**14. EVALUATION CRITERIA**

This bid shall be evaluated in two stages. On first stage, bids will be evaluated on functionality, second stage in accordance with 80/20 preference points system as stipulated above.

**14.1. First Stage-Evaluation of Functionality**

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

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

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
1. RESOURCES	<p>Team leader must be a registered Professional Town Planner with project management experience and must have a minimum 10 years of experience and expertise in managing and coordinating a multi -disciplinary project (Project Management skills within the spatial planning and Land use Management environment), Attach CV with detailed profile of previous work done.</p> <p><i>I. Less than 5 years of experience and expertise in managing and coordinating a multi -disciplinary project—Poor(1)</i></p> <p><i>II. More than 5 less than 10 years' experience and expertise in managing and coordinating a multi -disciplinary project—Average(2)</i></p> <p><i>III. 10 years of experience and expertise in managing and coordinating a multi -disciplinary project—Good(3)</i></p>	5

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	<p>IV. <i>More than 10 less than 12 years' experience and expertise in managing and coordinating a multi -disciplinary project —Very good(4)</i></p> <p>V. <i>12 or more years' experience and expertise in managing and coordinating a multi -disciplinary project—Excellent(5)</i></p>	
	<p>Representatively and the degree of functionality of the service provider's offices in the Eastern Cape Province (Proof of physical address, lease agreement and or municipal account must be attached).</p> <p>I. <i>No Offices in the Eastern Cape Province—Poor(1)</i></p> <p>II. <i>An office in the Easter cape province—Good(5)</i></p>	<b>20</b>
	<p>I. Technical team must consist of a minimum of 3 (in addition to the project leader) Planners registered as professionals with SACPLAN with at least 7 years post qualification experience in spatial planning and land use management (<b>Attach copies of SACPLAN certificate indicating good standing and 7 years' experience and CV's clearly indicating a detailed profile of their previous work experience</b>)</p> <p>II. At least 1 Geographic Information Science register with SAGC with a minimum of 7 years post qualification experience in GIS <b>Attach copy of valid certificate and CV's clearly indicating a detailed profile of their previous work experience</b>)</p> <p>III. At least 1 Environmentalist with a minimum of 7 years post qualification experience in Environmental management sciences (<b>attach CV and copy of certificate</b>).</p> <p>IV. At least 1 Development Planner with a minimum of 7 years post qualification experience in development planning.</p> <p>I. <i>Not meeting above, I, ii, iii and iv criteria requirements—Poor (1)</i></p> <p>II. <i>One of above I, ii, iii and iv criteria requirements is not met—Average (2)</i></p> <p>III. <i>Both above I, ii, iii, and iv criteria requirements are met—Good (3)</i></p> <p>IV. <i>Both above i ii, iii and iv criteria requirements are met with more than 7 less than 10 years post qualification experience in spatial planning and land use management—Very good (4)</i></p> <p>V. <i>Both above I, ii, iii and iv criteria requirements are met with 10 or more years post qualification experience in spatial planning and land use management—Excellent (5)</i></p>	<b>15</b>
<p><b>2. CAPABILITY</b></p> <p><b>(Proof of experience must be clearly and distinctly</b></p>	<p>Recent experience, <b>with proof (reference letters with contact details) attached, in:</b></p> <p>I. Team/Firm must have successfully managed minimum of 3 IDPs.</p> <p>II. Team/Firm must have successfully managed</p>	<b>5</b>

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<b>indicated)</b>	<p align="center">minimum of 3 SDFs</p> <p><i>I. Two of above i and ii criteria requirements are not met—Poor (1)</i>  <i>II. One of above i and ii criteria requirements is not met—Average (2)</i>  <i>III. All above i and ii criteria requirements are met—Good (3)</i>  <i>IV. All above I and ii criteria requirements are met and extra 1 SDF and extra 1 IDP—Very good (4)</i>  <i>V. All above I and ii criteria requirements are met and extra 2 SDF and extra 2 IDP—Excellent (5)</i></p>	
	<p>Team/Firm must have thorough knowledge and expertise on LUSs and must have experience of Planning and land development and working with Traditional Authority (20)</p> <p><b>Criteria Requirements</b></p> <p>I. Team/Firm must have successfully managed minimum of 3 LUSs.</p> <p>II. Team/Firm must have experience of Planning and land development and working with Traditional Authority</p> <p><i>I. Two of above i and ii criteria requirements are not met—Poor (1)</i>  <i>II. One of above i and ii criteria requirements is not met—Average (2)</i>  <i>III. All above i and ii criteria requirements are met—Good (3)</i>  <i>IV. All above I and ii criteria requirements are met with <b>4 to 5 LUS</b> and thorough knowledge and experience in working with traditional authorities in matter of planning and land development planning—Very good (4)</i>  <i>V. All above I and ii criteria requirements are met with <b>6 or more LUSs and significant</b> knowledge and experience in working with traditional authorities in matter of planning and land development planning—Excellent (5)</i></p>	<b>20</b>
	<p>Geographic Information Science (land use mapping, spatial analysis, advanced cartography and geodata sets)</p> <p><b>Criteria Requirements</b></p> <p>I. Experience and expertise on spatial modelling</p> <p>II. Experience and expertise on spatial analysis</p> <p>III. Advanced cartography</p> <p>V. Advanced data analysis</p> <p><i>I. Two of above i, ii, iii and iv criteria requirements are not met—</i></p>	<b>10</b>

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	<p><i>Poor (1)</i></p> <p>II. <i>One of above i, ii, iii and iv criteria requirements is not met—Average (2)</i></p> <p>III. <i>All above i, ii, iii and iv criteria requirements are met—Good (3)</i></p> <p>IV. <i>All above i, ii, iii, and iv requirements are met with 1 more field in GIS -Very Good (4)</i></p> <p>V. <i>All above i, ii, iii, and iv requirements are met with more than 2 field in GIS -Excellent (5)</i></p>	
<p><b>3. METHODOLOGY AND PROJECT MANAGEMENT</b></p>	<p>Methodology and Project Management</p> <p><b>Criteria Requirements</b></p> <p>I. A step-by-step methodology to undertake project and appropriateness of the approach to tackle specific assignments in the category mentioned under Section 5 and 7 of the terms of reference (TOR).</p> <p>II. The degree to which the methodology, milestones, and time frames is sound, professional, realistic and logical. Method and clarity regarding presentation of the final outputs of the project</p> <p>III. Indicators and means of verifying progress</p> <p>IV. Quality assurance steps indicator</p> <p>V. Clear reporting mechanism</p> <p>VI. Approach to the development of the stakeholder engagements</p> <p><i>I. Methodology <b>does not</b> outline the requirements as specified above—Poor(1)</i></p> <p><i>II. Methodology <b>inadequately and poorly address</b> requirements as specified above—Average(2)</i></p> <p><i>III. Methodology <b>adequately address most</b> of the requirements as specified above—Good (3)</i></p> <p><i>IV. Methodology <b>adequately specified all</b> requirements as specified above and is acceptable for implementation –Very good(4)</i></p> <p><i>V. Methodology <b>exceptionally specifies</b> the manner in which the project will be delivered and indicate additional value</i></p>	<p align="center"><b>15</b></p>



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	<i>adds—Excellent(5)</i>	
	<ul style="list-style-type: none"> <li>• List of all other projects currently involved in (project location, duration and project work load) and detail how these will be managed not to affect timelines and quality of deliverables for this project.</li>   <li><i>I. Service provider busy with 5 or more current projects—Poor(1)</i></li> <li><i>II. Service provider busy with 4 current projects—Average(2)</i></li> <li><i>III. Service provider busy with 3 current projects—Good(3)</i></li> <li><i>IV. Service provider busy with 2 current projects—Very good(4)</i></li> <li><i>V. Service provider busy with 1 or no current projects—Excellent(5)</i></li> </ul>	<b>10</b>
<b>TOTAL POINTS</b>		<b>100</b>

The Bids that fail to achieve a minimum of 60 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on second stage (Preference Points System)

**14.2. Second Stage – Evaluation in terms of 80/20 Preference Points System / Pricing Schedule**

Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

**14.3. Calculation of points for price**

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

**14.3.1. When calculating prices:**

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14.3.1.1. Unconditional discounts must be taken into account for evaluation purposes; and

14.3.1.2. Conditional discounts must not be taken into account for evaluation purposes but should be implemented when payment is affected.

The formulae to be utilized in calculating points scored for price are as follows:

80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

**14.4. Calculating of points for B-BBEE status level of contribution**

Points must be awarded to a bidder for attaining the B-BBEE status level Points for B-BBEE Status level of contributor must be awarded in accordance with the table below:

<b>B-BBE Status Level of Contributor</b>	<b>Number of Points</b>
<b>1</b>	<b>20</b>
<b>2</b>	<b>18</b>
<b>3</b>	<b>14</b>
<b>4</b>	<b>12</b>
<b>5</b>	<b>8</b>

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<b>6</b>	<b>6</b>
<b>7</b>	<b>4</b>
<b>8</b>	<b>2</b>
<b>Non-compliant contributor</b>	<b>0</b>

**14.5. Calculation of total points scored for price and B-BBEE status level of contributor**

The points scored for price must be added to the points scored for B-BBEE status level of contributor to obtain the bidder's total points scored out of 100.

**15. CRITERIA FOR BREAKING DEADLOCK IN SCORING**

15.1. In the event that two or more tenderers have scored equal total points, the successful tenderer must be the one that scored the highest points for B-BBEE.

15.2. If two or more tenderers have equal points, including equal preference points for B-BBEE, the successful tenderer must be the one scoring the highest score for functionality, if functionality is part of the evaluation process.

15.3. In the event that two or more tenderers are equal in all respects, the award must be decided by the drawing of lots.

**16. PROJECT MANAGEMENT WITHIN DALRRD**

This project will be facilitated by a team consisting of officials from the Department of Agriculture, Land Reform and Rural Development (DRLDR) and the Department of Planning, Monitoring and Evaluation and any other person/s appointed by DALRRD.

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**17. OUTCLAUSE**

- 17.1. The Department of Agriculture, Land Reform and Rural Development reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.
- 17.2. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

**18. PUBLICATION**

- 18.1. 21 days advertisement.
- 18.2. Government Tender Bulleting
- 18.3. National Treasury E-portal
- 18.4. No briefing session

**19. CONTACT PERSON FOR TECHNICAL ENQUIRIES**

All enquiries related to this bid call must be forwarded to:

**CHIEF DIRECTORATE: SPATIAL DEVELOPMENT PLANNING  
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL  
DEVELOPMENT  
PRIVATE BAG X833  
PRETORIA  
0001**

Attention: **Tshifhiwa Nekhwevha**

Telephone: 012 312 8390.

Email: [Tshifhiwa.Nekhwevha@drdlr.gov.za](mailto:Tshifhiwa.Nekhwevha@drdlr.gov.za)

**Bid related enquiries**

Mr. Pfarelo Makhado

Telephone: (012) 312 9518/8711

E-mail: [Pfarelo.Makhado@drdlr.gov.za](mailto:Pfarelo.Makhado@drdlr.gov.za)

5/2/2/1- DALRRD 0003 (2021/2022)

**APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP LAND USE SCHEME FOR A PERIOD OF (12) TWELVE MONTHS FOR WALTER SISULU LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE.**

**CLOSING DATE: 27 MAY 2021 @ 11:00**

**TECHNICAL ENQUIRIES** : Mr Tshifhiwa Nekhwevha  
TEL : (012) 312 8390  
EMAIL : [Tshifhiwa.Nekhwevha@dalrrd.gov.za](mailto:Tshifhiwa.Nekhwevha@dalrrd.gov.za)

**BID RELATED ENQUIRIES** : Ms Tshupo Mlambo/Mr. Abie Olyn/ Mr P Makhado  
TEL : (012) 312 8359/9786/9518/8711  
EMAIL: [Tshupo.Mlambo@dalrrd.gov.za](mailto:Tshupo.Mlambo@dalrrd.gov.za) / [abie.olin@dalrrd.gov.za](mailto:abie.olin@dalrrd.gov.za) / [pfarelo.makhado@dalrrd.gov.za](mailto:pfarelo.makhado@dalrrd.gov.za)

**FINANCIAL PROPOSAL – PART 2 OF 2**



# DALRRD 0003 (2021/2022)

PRICING SCHEDULE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR WALTER SISULU LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE [SBD 3.3]

## PRICING SCHEDULE (Professional Services)

NAME OF BIDDER: .....	BID NO.: .....
CLOSING TIME: .....	

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF QUOTATION.

1. The accompanying information must be used for the formulation of proposals.

Bid Initials .....  
Bid's Signature.....  
Date:.....

Name of Bidder: .....

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**PRICING SCHEDULE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR WALTER SISULU LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE [SBD 3.3]**

2. Bidders are required to indicate rates based on the total cost to the department for completion of each stage and including Expenses for the project.

3. **TOTAL OFFER PRICE (INCLUSIVE OF VAT)** R.....

Bid Initials .....

Bid's Signature.....

Date:.....

Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR WALTER SISULU LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE [SBD 3.3]**

Phase	Finalized Outcome	Timeline per Phase	Payment %	COST
Phase 1	Project Plan and Consultation Plan	1 Month	10%	R.....
Phase 2	<ul style="list-style-type: none"> <li>• Data Collection and Analysis Report</li> <li>• Land Use Rights/Land Audit Report</li> </ul>	3 Months	20%	R.....
Phase 3	Customized Draft LUS Regulations	1 Month	10%	R.....
Phase 4	Cadastral database of land uses/zoning and Report	2 months	15%	R.....
Phase 5	Evaluation, procedures and condition of approvals report	1 month	10%	R.....
Phase 6	Zoning register, delegations and incentives report.	1 month	10%	R.....
Phase 7	Consultation report and amendments	2 months	10%	R.....
Phase 8	Final Land Use Scheme document and supporting material	1 month	10%	R.....

Bid Initials .....  
 Bid's Signature.....  
 Date:.....



Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR WALTER SISULU LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE [SBD 3.3]**

Phase	Finalized Outcome	Timeline per Phase	Payment %	Total
Retention			5%	R.....
<b>TOTAL COST EXCLUDING VAT</b>				R.....
<b>VAT 15%</b>				R.....
<b>TOTAL COST INCLUDING VAT</b>				R.....

Bid Initials .....

Bid's Signature.....

Date:.....

Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR WALTER SISULU LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE [SBD 3.3]**

**NB: Service Provider must include all hidden cost on the bid price**

- 5. Period required for commencement with project after acceptance of bid .....
- 6. Estimated man-days for completion of project .....
- 7. Are the rates quoted firm for the full period of contract? .....
- 8. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....

Any enquiries regarding bidding procedures may be directed to the –

RURAL DEVELOPMENT AND LAND REFORM  
PRIVATE BAG X 833  
PRETORIA  
0001

**All technical enquiries should be directed to:**  
**Mr Tshifhiwa Nekhwevha**  
Telephone: 012 312 8390.  
Email: [Tshifhiwa.Nekhwevha@drdlr.gov.za](mailto:Tshifhiwa.Nekhwevha@drdlr.gov.za)

All procurement related enquiries must be directed to

Bid Initials .....  
Bid's Signature.....  
Date:.....

Name of Bidder: .....

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**PRICING SCHEDULE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR WALTER SISULU LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE [SBD 3.3]**

***Bid related enquiries:***

Mr. Pfarelo Makhado

Telephone (012) 312-9518/9772

Email: [Pfarelo.Makhado@drdlr.gov.za](mailto:Pfarelo.Makhado@drdlr.gov.za)

Bid Initials .....

Bid's Signature.....

Date:.....