



## agriculture, land reform & rural development

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

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Free State Shared Service Centre, Private Bag X 20803, Bloemfontein, 9300  
Enquiries: MR G.G MATSHE Telephone (051) 4004200 E-mail: Gladman.Matshe@dalrrd.gov.za

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

**BID NO : DALRRD-SPLUM-FS-001 (2021/2022)**  
**COMPULSORY BRIEFING SESSION:**  
**CLOSING DATE : 20/07/2021**

**N/A**  
**TIME: 11:00 am**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO COMPLETE A LAND USE AUDIT ON ALL REGISTERED LAND PARCELS WITHIN 11 IDENTIFIED LOCAL MUNICIPALITIES IN THE FREE STATE PROVINCE.**

**BID PROPOSAL RECEIVED AFTER CLOSING DATE AND TIME ARE LATE AND WILL NOT BE ACCEPTED FOR CONSIDERATION.**

**N.B: SUPPLIERS ARE ADVISED TO REGISTER ON CSD- [WWW.CSD.GOV.ZA](http://WWW.CSD.GOV.ZA)**

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Kindly furnish us with proposal for services shown on the attached documents.

1. Attached please find the SBD1, SBD2, SBD 3.3, SBD 4, SBD 6.1, SBD 8, SBD9, ToR, Letter of Authority and GCC.
2. If you are a sole agent or sole supplier, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your quotation price may be gauged, this information will be treated as strictly confidential.
3. All the documents accompanying this Bid invitation must be completed in detail where applicable and returned with your Bid.
4. Please make sure that your Bid reaches this office before the closing date and time.
5. When submitting your Bid, the following information must appear on the sealed envelope:-  
(i) Name and address of bidder. (ii) Bid Number (iii) Closing Date.

**This envelope can be placed in the bid/tender box on entrance ground Floor 136 SA Eagle Building, Maitland Street, Bloemfontein 9300.**

OR

If posted, place the afore-mentioned envelope in a covering envelope addressed as follows:-

**Bid Management, Rural Development and Land Reform Bloemfontein Office: Private Bag X 20803 Bloemfontein 9300.**

Yours faithfully,

**SIGNED**

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**MR.C MAMPA**  
**DEPUTY DIRECTOR: SCM**  
**FREE STATE PROVINCIAL SHARED SERVICE CENTRE**  
**DATE: 30/07/2021**

## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	DALRRD-SPLUM-FS 001(2021/2022)	CLOSING DATE:	20 JULY 2021	CLOSING TIME:	11:00
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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO COMPLETE A LAND USE AUDIT ON ALL REGISTERED LAND PARCELS WITHIN 11 IDENTIFIED LOCAL MUNICIPALITIES IN THE FREE STATE PROVINCE.**

DESCRIPTION

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

**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**

**SA EAGLE BUILDING, 136 CHARLOTTE MAXEKE STREET**

**BLOEMFONTEIN**

**9300**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON	Danie Schoeman/Andre Erasmus	CONTACT PERSON	Gladman Matshe
TELEPHONE NUMBER	082 856 2741/071 676 9416	TELEPHONE NUMBER	051 400 4200
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Danie.schoeman@dalrrd.gov.za/andre.erasmus@dalrrd.gov.za	E-MAIL ADDRESS	Gladman.Matshe@dalrrd.gov.za

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
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>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

## 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

**Particulars of applicant**

Name/Legal name  
(Initials & Surname  
or registered name)

Trading name  
(if applicable)

ID/Passport no

Company/Close Corp.  
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no.

SDL ref no L

Customs code

UIF ref no 0000000000

Telephone no

Fax  
no

E-mail address

Physical address

Postal address

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

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax  
no

E-mail address

Physical address

**Particulars of tender** (If applicable)

Tender number

Estimated Tender  
amount RExpected duration  
of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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**Audit**

Are you currently aware of any Audit investigation against you/the company? ... YES NO

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 Tenders or Goodstanding.

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**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.

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



**DALRRD-SPLUM-FS-001 (2021/2022)**

**PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO COMPLETE A LAND USE AUDIT ON ALL REGISTERED LAND PARCELS WITHIN 11 IDENTIFIED LOCAL MUNICIPALITIES IN THE FREE STATE PROVINCE.**

**PRICING SCHEDULE**  
( Professional Services)

NAME OF BIDDER: .....BID NO.: **DALRRD-SPLUM-FS-001 (2021/2022)**

CLOSING DATE: 20/07/2021 TIME: 11H00

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

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

TOTAL BID PRICE (INCLUSIVE OF VAT)

R.....

**SCOPE OF WORK**

NO.	ACTIVITIES (AS PER SCOPE OF WORK)	SUB-TOTAL PRICE
<b>Phase1: INCEPTION</b>	<ul style="list-style-type: none"> <li>• Compile detailed Process Plan with timelines</li> <li>• Include relevant legislation and guidelines</li> <li>• Authorities/Departments having interest</li> </ul>	R.....
<b>Phase2: MUNICIPAL LAND USE AUDIT</b>	<ul style="list-style-type: none"> <li>• Data collection</li> <li>• Detailed Land Use Surveys</li> </ul>	R.....
<b>Phase 3: SPATIAL ANALYSES REPORT</b>	<ul style="list-style-type: none"> <li>• Analyses of data per land parcel to provide accurate information regarding land use</li> </ul>	R.....
<b>Phase 4: DRAFT LAND USE AUDIT REPORT</b>	<ul style="list-style-type: none"> <li>• Conduct consultation</li> <li>• Circulate draft report to relevant authorities</li> <li>• Revise document based on the comments</li> </ul>	R.....

**PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO COMPLETE A LAND USE AUDIT ON ALL REGISTERED LAND PARCELS WITHIN 11 IDENTIFIED LOCAL MUNICIPALITIES IN THE FREE STATE PROVINCE.**

<b>Phase 5: FINAL LAND USE AUDIT REPORT</b>	<ul style="list-style-type: none"> <li>• Submission of finalised data reports and maps</li> <li>• Close out report</li> </ul>	R.....
<b>RETENTION</b>	<ul style="list-style-type: none"> <li>• Finalized deliverables</li> </ul>	R.....
<b>SUB-TOTAL</b>		R.....
<b>VAT</b>		R.....
<b>TOTAL PRICE</b>	<b>R.....</b>	

NB: All unit cost must be inclusive of all hidden cost including delivery cost.

NB: Total bid price must be carried to SBD 1 of the bid document.

Any enquiries regarding bidding procedures may be directed to the –  
RURAL DEVELOPMENT AND LAND REFORM  
PRIVATE BAG X 20803  
BLOEMFONTEIN  
9300

Query	Name	Contact Details
Technical	Project Managers Mr Danie Schoeman  Mr Andre Erasmus	(082) 856 2741 <a href="mailto:Danie.Schoeman@dalrrd.gov.za">Danie.Schoeman@dalrrd.gov.za</a>  071 676 9416 <a href="mailto:Andre.erasmus@dalrrd.gov.za">Andre.erasmus@dalrrd.gov.za</a>
Bid related	Bid Management Mr Gladman Matshe	(051) 400 4200 <a href="mailto:Gladman.Matshe@dalrrd.gov.za">Gladman.Matshe@dalrrd.gov.za</a>

Bid Initials .....

Bid's Signature.....

Date:.....

## 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 a price quotation, advertised competitive bid, limited bid or proposal). 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>): .....

2.4 Company Registration Number: .....

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 attached 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.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.11.1 If so, furnish particulars:

### 3 Full details of directors / trustees / members / shareholders.

[illegible]

**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 IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION  
PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

May 2011

## 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 **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:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	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 least 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	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? <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>  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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? <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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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?	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**

Js365bW

**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



## 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 A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO COMPLETE A LAND USE AUDIT ON ALL REGISTERED LAND PARCELS WITHIN 11 IDENTIFIED LOCAL MUNICIPALITIES IN THE FREE STATE PROVINCE.**

#### **1. INTRODUCTION**

- 1.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) requires the services of a firm or a consortium of suitably qualified firms for the completion of a Land Use Audit on all registered land parcels within 11 identified Free State Local Municipalities in the Free State Province.
- 1.2. 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 (LUS) for its entire area within 5 years from the commencement (1st July 2015) of the Act. This period has been extended by a further two (2) years until 1 July 2022.
- 1.3. The drafting of the Terms of Reference for the development of a land use scheme does not require the Service Provider to complete a land use audit, however by appointing a Service Provider to specifically undertake this task solely, may assist the Municipality in having a true report of the current ownership and land rights within the Municipality.

#### **2. PROBLEM STATEMENT**

- 2.1. Land Use Management Systems in South Africa and in particular Land Use (or dated Town Planning) Schemes, have for decades brought colossal challenges disempowering municipalities to adequately deal with effective land use management with serious impacts on management and regularization of land use activities as well as record keeping of Land Ownership and Land Rights.

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- 2.2. Currently, there are municipalities whom within their individual areas of jurisdiction use multiple land use / town planning schemes to manage and regulate development.
- 2.3. The majority of municipalities within the Free State Province have old town planning schemes that are biased towards established/urban areas and thus not a wall to wall land use management system. The current zoning schemes are the vestiges of the past racially based land use planning. The existing zoning schemes do not, therefore, reflect the intent and concerns of recent national land use related legislation, namely the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013), National Environmental Management Act, 1998 (Act 107 of 1998) and the 2010 NEMA Regulations, amongst others.
- 2.4. Even though the department has developed Land Use Scheme Guidelines to aid the municipalities and consultants alike in developing the Land Use Schemes, the department acknowledges that there are capacity challenges within municipalities to implement the Spatial Planning and Land Use Management Act, No 16 of 2013. There are several municipalities without Land Use Schemes and without both human and financial resources to prepare their own Land Use Scheme, therefore this initiative will go a long way in assisting these municipalities, mostly those with limited and no capacity to develop their Land Use Schemes.
- 2.5. Town Planning Schemes are fragmented and neglected to address land use management within rural and informal areas. These municipalities are not immune from a dysfunctional planning system. The geographical areas are predominantly rural including considerable land under the traditional authorities. The majority of the population lives in a rural or peri-urban environment, which for most parts are unplanned and poorly serviced.
- 2.6. The completion of the Land Use Audits for the 11 identified Local Municipalities within the Free State will positively assist Municipalities and enable them to provide the necessary services and enforce their Municipal By-laws and adopted LUS on the ground as the Land Use Audit will provide a true reflection of the land ownership and land rights within the Municipality.

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

- 3.1. In many municipalities the current ownership status and land use information of municipally owned land, as well as other land do not entirely conform with the actual picture on the ground because of internal and external factors such as loss of amendment information.
- 3.2. Many municipalities do not have an updated register of their own land, or other land in terms of current land use. It is critical that land use management is integrally linked to forward planning and addresses the municipalities' challenges. The SDF 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 the Land Use Management System (LUMS) in terms of SPLUMA, provides the opportunity to consolidate and integrate the various land use related policies and development control systems and place the municipality on a more efficient, effective and equitable growth pathway. The proposed project aims to identify all land in a municipal area owned by the municipality, government, as well as privately owned land, and verify land uses on all land parcels in the municipality by means of a Land Use Audit.
- 3.3. Municipalities' unique development challenges necessitate more integrated, efficient and effective land use management systems that are appropriate and more proactive in its application. There is, however, no universal definition of what the components of a land use management system should be.
- 3.4. Most municipalities that have embarked on this process have focussed on:
- 3.5. Establishing a more direct and immediate link between forward/policy planning and day to day land use development control measures; and
- 3.6. 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.
- 3.7. The main objective is to create a geo-referenced database containing all municipal owned land, government owned land and privately-owned land per LM and establish the current land use on all land parcels within the identified 11 municipalities to assist with the

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municipalities' LUMS and especially, their LUSs. It must also fit within the policy parameters established by the national government, Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) and Regulations, and the applicable provincial planning legislation.

**4. PROJECT OUTCOMES AND SCOPE**

4.1. Conducting a land use audit on all land parcels within a municipality in identified FS municipalities will assist the compilation and review of legislative planning tools such as SPLUMA compliant SDFs and LUSs. The latter is also necessary for monitoring and evaluation purposes as stipulated in section 9 of SPLUMA which the mandate of the national department of Agriculture, Land Reform and Rural Development is.

4.2. The Land Use Audit is site specific and must include:

- Farm portions;
- Agricultural holdings;
- Erven;
- Sectional title schemes;
- Cluster homes and complexes; and
- Rural villages.

4.3. The results of a Land Use Audit must validate and include:

- The current land uses of all land parcels per LM as collected in a physical land use survey (Agricultural land can be guided by a desktop survey to determine farm portions that need a physical visit);
- Land owned by the municipalities;
- Land owned by National or Provincial Government per sector department;
- Land in private ownership (divided in private, trusts and companies);
- How much of the urban vacant land falls under each of the cadastral land parcel categories;
- Indicate suitable Land for Economic Investment
- Indicate high potential agricultural land
- Indicate biodiversity for land parcels (e.g. CBA's, etc)

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- Indicate Mining rights (Mineral resources) (per parcel and geographic feature)
- Indicate servitudes (geographic feature, mayor e.g. Eskom)
- Indicate Geological aspects pertinent to spatial planning (e.g. Dolomite Risk)
- Indicate areas under traditional leadership, informal settlements, land holdings of SOEs or government agencies
- Vacant Land Potential for residential development / Business.
- Indicate areas of historical spatial imbalances
- Indicate areas of Risk (Economic, environmental and spatial patterns of growth)
- Visual presentation of Land Use Audits.

4.4. A Land Use Audit per municipality will determine and verify which land is in municipal ownership, government ownership and privately owned. A Land Use Audit on all land parcels within a municipal area is a comprehensive spatial analysis of existing land uses in line with existing schemes and land use maps in a municipal area and will inform Spatial Planning and Land Use Management Act, No 16 of 2013 compliant Land Use Schemes (LUSs) per municipality. It must assess what is currently on the ground in terms of what is demarcated in space; assess the bio-physical suitability of land, the serviceability of land and the spatial and legal constraints. It must identify areas of environmental hazards, economic potential, verify existing cadastral information, and identify servitudes.

4.5. The following critical milestones should be used to conduct a land use audit per identified Free State municipality on all land parcels in the municipal area:

	<p><b>11 Identified Free State Local Municipalities (LM):</b></p> <p><b>In Xhariep District Municipality (DM):</b> Mohokare LM, Kopanong LM and Letsemeng LM</p> <p><b>In Lejweleputswa DM:</b> Tswelopele LM, Nala LM and Tokologo LM</p> <p><b>In Thabo Mofutsanyane DM:</b> Dihlabeng LM, Phumelela LM, Maluti A Phofung LM, Mantsopa LM and Nketoana LM</p>
<b>1.</b>	<b>Inception</b>
1.1.	Administrative and technical arrangements, timelines and deliverables
1.2.	

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1.3.	Composition of Project Steering Committee
1.4.	Service level agreement (SLA)
1.5.	Define Study Area/s and spatially depiction
<b>2.</b>	<b>Municipal Land Use Audit (determination of current land uses per registered land parcel):</b>
2.1.	Accumulate, capture and assess relevant information available at the of the Registrar of Deeds, in terms of a "deeds dump" per LM, namely: Conditions of Establishment and of Title, Land Registers etc
2.2.	Accumulate, capture and assess data on Administrative Boundaries, Cadastral, NGI Aerial Imagery, Municipal Valuation Database/Roll, Power Lines, Railways (Municipal ownership vs Transnet) and National and Provincial Roads.
2.3.	Accumulate, capture and assess information available on the LMs in terms of existing schemes, Land Use Maps in terms of Annexure F, etc
2.4.	Physical land use surveys per municipal area according to determine land uses per land use classes by using the ESRI Field Maps Application for the province, verify existing data and correct inaccurate land uses.
2.5.	Incorporate all findings into a dataset, with Land Use survey information, Legal right and ownership where applicable). Spatial Mapping of Information
<b>3.</b>	<b>Spatial Analyses of Data per LM:</b>
3.1.	Analyses of data per land parcel to provide accurate information regarding land use
<b>4.</b>	<b>Draft Land Use Audit Report and Maps</b>
<b>5.</b>	<b>Finalisation and Submission:</b>
5.1.	Submission of finalised data, report and maps
5.2.	Close out report
<b>6.</b>	<b>Retention</b>

**\*Annexure: Free State Land Use Survey Classes**

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**5. PROJECT DELIVERABLE**

- 5.1. The All land use surveying must be done using the ESRI Field Maps application with the standardised land use survey classes as provided by the department. The software and licenses will be provided by the department.
- 5.2. Submissions should be in the form of both hard and electronic versions (Word and PDF format). All land audit information collected should be submitted in GIS capable file format, more specifically ArcGIS MapPackage© in the latest version for use in a GIS environment. The MapPackage files must have clear attribute information that differentiates each Land Use Audit construct and its purpose, for example a service node shape file should have an attribute called "description" with the value "service node". The project steering committee will comment on the 1st draft Land Use Audit and send them to the service provider for amendment purposes. All referenced Deeds information should be included and linked to each record of the geodatabase.
- 5.3. It is recommended that more visual representation (maps, graphics and photographs) form the bulk part of the Land Use Audit per LM together with the conceptual framework section of the completed / approved SDF. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.
- 5.4. Required copies of the Land Use Audit per LM document for consultation purposes shall be prepared by the service provider. The copies shall be distributed a week prior to the steering committee meeting taking place.
- 5.5. The service provider would be expected to submit a final consolidated report which consists of:
- Land Use Audit Reports per LM document including, maps, tables and figures in both hardcopy (printed) and softcopy (electronic as MS word document);
  - All maps contained in Land Use Audit Reports textual document as electronic image files in the \*.png format with a 300dpi or higher resolution;
  - All Land Use Audit information used to generate the maps are to be supplied to the department in the ArcGIS MapPackage© (GIS Metadata included and



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comprehensive) format, together with correct and descriptive attribute information as to what each LUS construct represents;

- Spatial information collected and derived must be submitted with the included metadata records captured in line with the South Africa National Standard (SANS - 1878). Spatial information captured must be in line with Regulation 5(2) of the Spatial Data Infrastructure Act, 2003.

5.6. The Land Use Audit must clearly be aligned with the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and the Provincial Spatial Development Framework.

5.7. The following critical milestones should be used to conduct a land use audit per identified Free State municipality on all land parcels in the municipal area:

	<p><b>11 Identified Free State Local Municipalities (LM):</b></p> <p><b>In Xhariep District Municipality (DM):</b> Mohokare LM, Kopanong LM and Letsemeng LM</p> <p><b>In Lejweleputswa DM:</b> Tswelopele LM, Nala LM and Tokologo LM</p> <p><b>In Thabo Mofutsanyane DM:</b> Dihlabeng LM, Phumelela LM, Maluti A Phofung LM, Mantsopa LM and Nketoana LM</p>
<b>1.</b>	<b>Inception</b>
1.1.	Administrative and technical arrangements, timelines and deliverables
1.2.	
1.3.	Composition of Project Steering Committee
1.4.	Service level agreement
	Define Study Area/s and spatially depiction

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<b>2.</b>	<b>Municipal Land Use Audit (determination of current land uses per registered land parcel):</b>
2.1.	Accumulate, capture and assess relevant information available at the Registrar of Deeds, in terms of a "deeds dump" per LM, namely: Conditions of Establishment and of Title, Land Registers etc
2.2.	Accumulate, capture and assess data on Administrative Boundaries, Cadastral, NGI Aerial Imagery, Municipal Valuation Database/Roll, Power Lines, Railways (Municipal ownership vs Transnet) and National and Provincial Roads.
2.3.	Accumulate, capture and assess information available on the LMs in terms of existing schemes, Land Use Maps in terms of Annexure F, etc. Physical land use surveys per municipal area according to determine land uses per land use classes by using the ESRI Field Maps
2.4.	Application for the province, verify existing data and correct inaccurate land uses.
2.5.	Incorporate all findings into a dataset, with Land Use survey information, Legal right and ownership where applicable).
2.6.	Spatial Mapping of Information
<b>3.</b>	<b>Spatial Analyses of Data per LM:</b>
3.1.	Analyses of data per land parcel to provide accurate information regarding land use
<b>4.</b>	<b>Draft Land Use Audit Report and Maps</b>
<b>5.</b>	<b>Finalisation and Submission:</b>
5.1.	Submission of finalised data, report and maps
5.2.	Close out report
<b>6.</b>	<b>Retention</b>

**\*Annexure: Free State Land Use Survey Classes**

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**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. The project leader must be registered as a Professional Planner with the SA Council for Planners (SACPLAN); and

6.1.2. Other skills for the technical team are as per the table below:

**Table 1**

<b>No.</b>	<b>Key Skill Set</b>	<b>Minimum Qualification</b>
<b>1.</b>	Town/Urban/City and Regional Planning Professional (minimum of 3)	BSc or BTech in Town/Urban/City and Regional Planning (Registration in good standing with SACPLAN as Professional Planner)
<b>2.</b>	Professional Geographic Information Scientist (GISc) Practitioner	Registration in good standing with SAGC as Professional GISc Practitioner

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 company experience and thorough understanding in the following is also required:

- a) Land use management policies and legislation;
- b) Previous experience in the development of a Land Use Schemes and Spatial Development Frameworks;
- 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 the company / everyone is required and must be submitted.

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**7. PROJECT PHASES DURATION AND COST**

7.1. The project for all 11 Land Use Audits should be completed within 8 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 for the Land Use Audits, are scheduled in Table 2 below:

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

PHASES	EXPECTED DELIVERABLES (Including sections 4 & 5)	% PAYABLE	TIME FRAMES	SUBMISSION/ OUTPUT
PHASE 1: INCEPTION	<ul style="list-style-type: none"> <li>Compile detailed Process Plan with time lines</li> <li>Include relevant legislation and guidelines</li> <li>Authorities/Departments having interest</li> </ul>	10%	2 weeks	PROCESS PLAN WITH TIMELINES  INCEPTION REPORT
PHASE 2: MUNICIPAL LAND USE AUDIT	<ul style="list-style-type: none"> <li>Data collection</li> <li>Detailed Land Use Surveys</li> </ul>	45%	4 months	STATUS QUO REPORT (including all deliverables)
PHASE 3: SPATIAL ANALYSES REPORT	<ul style="list-style-type: none"> <li>Analyses of data per land parcel to provide accurate information regarding land use</li> </ul>	20%	2 months	DRAFT REPORT (including all deliverables)
PHASE 4: DRAFT LAND USE AUDIT REPORT	<ul style="list-style-type: none"> <li>Conduct consultation</li> <li>Circulate draft report to relevant authorities</li> <li>Revise document based on the comments</li> </ul>	10%	1 month	CONSULTATION REPORT WITH CONSULTATION REGISTERS (including all deliverables)
PHASE 5: FINAL LAND USE AUDIT REPORT	<ul style="list-style-type: none"> <li>Submission of finalised data reports and maps</li> </ul>	10%	2 weeks	FINAL REPORT (including all deliverables)

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	• Close out report			
RETENTION	• Finalized deliverables	5%		
TOTAL		100%	8 months	

## **8. MANDATORY REQUIREMENTS**

**NB: Failure to submit/attach proof/ comply with any of the following requirements in the bidders proposal will render the service provider as non responsive or the bid will be disqualified as they have failed to meet or comply with the below mandatory requirements.**

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. Original company resolution on a company letter head authorising a particular person to sign the bid document (even if the company owner is a sole owner, resolution should be completed and signed), the signature of the person authorised or delegated to sign the bid document should also be reflected on the resolution, with all Directors of the Company, Firm or Consortium having signed the resolution. The signatures on the resolution should be original and copies will not be accepted.

8.3. Bidders are required to fill in the Pricing Schedule (SBD 3.1- for Firm Prices) in terms of the required phases as stated. All phases or items in the Pricing schedule should be priced for and indicate the total price. Failure to price for any item in the pricing schedule will render the proposal as non-responsive. No separate pricing schedule will be accepted.

8.4. The project leader must provide a dated letter not older than 3 months that the member is in good standing with South African Council for Planners (SACPLAN).

## **9. CONTENTS OF THE PROJECT PROPOSAL**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO COMPLETE A LAND USE AUDIT ON ALL REGISTERED LAND PARCELS WITHIN 11 IDENTIFIED LOCAL MUNICIPALITIES IN THE FREE STATE PROVINCE.**

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

- 9.1. DALRRD considers skills development as an integral part of the out-sourcing process. The process should ensure that skills development and transfer is achieved within the municipality. Proposals should indicate how skills development and transfer would be achieved in the municipality / district municipality.
- 9.2. Progress on skills transfer to be part of the monthly progress report.
- 9.3. An executive summary of the key issues covered in the Proposal.
- 9.4. 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.
- 9.5. 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.
- 9.6. Certified copies of all certificates, references, professional registration and related certification for all members of the proposed team must be attached.
- 9.7. Evidential and documentary proof of professional qualification, registration and affiliation. For instance, if a team member claims to be a Professional Planner, a copy of the registration with the South African Council for Planners (SACPLAN) is required.
- 9.8. Any other information relevant to the determination of the suitability of the interested bidder for this project should be listed.
- 9.9. *The following technical information **must** be submitted with the bid proposal:*
  - a) Relevant professional experience of the team leader and core supporting experts;

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- 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;

**10. INFORMATION GATHERING**

10.1. The selected service provider will be expected to contact 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.

10.2. Existing information, which is available within the DALRRD Branch: Spatial Planning and Land Use Management (SPLUM) will be made available to the appointed service provider during the execution of the project.

10.3. 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.

10.4. 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.

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

11.1. Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management general contract conditions.

11.2. 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;

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- 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;
- k) Reviews;
- l) Uncompleted work;
- m) Confidentiality;
- n) Disputes; and
- o) Financial penalties and termination of contract.

11.3. 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.

11.4. 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.

11.5. 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.

11.6. Any deviation from the project plan should be put in writing and signed by the project manager of DALRRD.

11.7. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.



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- 11.8. Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 11.9. 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.
- 11.10. Payment will **ONLY** be made as per deliverables and upon **SATISFACTION** of services rendered or good and quality products delivered. Therefore, original invoices submitted for payments must be submitted for payment with relevant supporting documents. No copies or e-mailed invoices will be processed.
- 11.11. Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverable criteria as stipulated in the General Conditions of Contract.
- 11.12. Original invoices to substantiate all costs must be provided. The invoices should include the Department of Rural Development and Land Reform order number that will be provided to the selected service provider upon acceptance of the proposal.
- 11.13. 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.
- 11.14. The department reserves the right not to appoint anyone.
- 11.15. 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.

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- 11.16. Copyright in respect of all documents and data prepared or developed for the project by the Service Provider shall be vested in DALRRD.
- 11.17. 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.
- 11.18. Monthly reports (per phase) will be forwarded by the service provider to the Free State office of the DALRRD – Spatial Planning and Land Use Management Services (SPLUMS) situated in Bloemfontein. The service provider will be required to report via a written and electronic report.

**12. REPORTING AND ACCOUNTABILITY**

- 12.1. 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.
- 12.2. 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.
- 12.3. 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 closed. DALRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during 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.

**13. EVALUATION CRITERIA**

- 13.1. The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price and maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution.

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

**13.3. 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 **0** being no submission, **1** being poor, **2** being average, **3** being good, **4** being very good and **5** being excellent.

Scoring Criterion	0 No submission	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
<b>Firms experience (similar previous work)</b>	No experience attached or attached 1-2 proof of experience	N/A	N/A	Attached 3 proof of experience	Attached 4-5 proof of experience	Attached 6 and above proof of experience
<b>Team leader must be a registered professional town planner with SACPLAN and have a minimum of ten (10) years'</b>	No attachment (c.v) or not a Registered Professional Town Planner with SACPLAN or 0-9 years post	N/A	N/A	Registered Professional Town Planner with SACPLAN and have 10 years post registration experience	Registered Professional Town Planner with SACPLAN and have 11-15 years post registration experience	Registered Professional Town Planner with SACPLAN and have 16 and above years post registration experience

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<b>post registration experience (c.v).</b>	registration experience					
<b>Team Leader must have usefully managed a minimum of 3 projects in the past 05 years (profile)</b>	No attachment (Profile) or managed 0–2 projects in the past 05 years (profile)	N/A	N/A	Managed a minimum of 3 projects in the past 05 years (profile)	Managed 4-5 projects in the past 05 years (profile)	Managed 6 and above projects in the past 05 years (profile)
<b>A minimum of 3 Planners registered as professionals with SACPLAN and with 5 years post registration experience</b>	No attachment or Attached 0-2 Planners registered as professionals with SACPLAN and with 5 years post registration experience or Attached 3 Planners registered as professionals with SACPLAN and with 0-4 years post registration experience.	N/A	N/A	Attached 3 Planners registered as professionals with SACPLAN and with 5 years post registration experience.	Attached 4-5 Planners registered as professionals with SACPLAN and with 5 years post registration experience.	Attached 06 and above Planners registered as professionals with SACPLAN and with 5 years post registration experience.
<b>Professional Geographic Information Scientist Practitioner registered with SAGC</b>	No attachment or not a registered Professional Geographic Information	N/A	N/A	Attached a Professional Geographic Information Scientist Practitioner registered	Attached a Professional Geographic Information Scientist Practitioner registered with	Attached a Professional Geographic Information Scientist Practitioner registered with

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<b>and with 5 years post registration experience in mapping and analysis</b>	Scientist Practitioner registered with SAGC or with 0-4 years post registration experience in mapping and analysis			with SAGC and with 5 years post registration experience in mapping and analysis	SAGC and with 6-7 years post registration experience in mapping and analysis	SAGC and with 8 or more years post registration experience in mapping and analysis
<b>Methodology</b>	<b>Panel members will be using their own digression to allocate points based on the information provided by bidders. The more the information provided in line with what is required the higher the points.</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)

<b>CRITERIA</b>	<b>GUIDELINES FOR CRITERIA APPLICATION</b>	<b>WEIGHT</b>	
<b>1. Capability:</b> Company's experience, track	Attach previous appointment letters, reference letters or completion certificates of similar previous work experience, with contactable references of similar work undertaken – list names, addresses, telephone numbers, cellphone number and e-mail.	10	40

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<b>CRITERIA</b>	<b>GUIDELINES FOR CRITERIA APPLICATION</b>	<b>WEIGHT</b>	
record and competency	Team leader must be a registered Professional Town Planner with project management experience and have a minimum of ten (10) years' post registration experience and expertise in managing and coordinating a multi - disciplinary project in spatial planning and land use management: <b>Attach copy of a certificate and CV's clearly indicating a detailed profile of the similar previous work experience, contactable references of similar work undertaken- List names, addresses, telephone numbers, fax numbers and e-mail</b>	15	
	<b>Team Leader must have usefully managed</b> a minimum of 3 Land Use Scheme/Town Planning Schemes or Similar projects (Spatial Development Framework and Precinct plans) in the past 5 years. Attach a short profile clearly demonstrating successful Completion of previous projects on land use management (e.g. Land Use scheme, Town Planning scheme etc.), contactable References: List names, addresses, telephone numbers, fax numbers and e-mail.	15	
<b>2. Composition of Technical Team</b>	Composition of technical team to be utilized in the execution of the project consist of the below professions: <b>Attach copies of SACPLAN certificate and 7 years' experience and CV's clearly indicating a detailed profile of their previous work experience, Contactable References of similar work undertaken- List names, addresses, telephone numbers, fax numbers and E-mail numbers, fax numbers and e-mail.</b>	-	25
	<b>A minimum of 3 Planners registered as professionals with SACPLAN</b> and with 5 years post registration experience in Spatial Planning and land use management.	15	
	<b>Professional Geographic Information Scientist Practitioner registered with SAGC</b> and with 5 years post registration experience in mapping and analysis	10	
<b>3. Methodology</b>	Clear approach and methodology of how the project deliverables will be executed	15	35
	A project plan demonstrating a coordinated approach of how various project deliverables will be managed against timeframes.	10	

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
	Approach to the development of the stakeholder engagements, capacity building and skills transfer	10	
<b>4. Total Points for Functionality</b>		<b>100</b>	<b>100</b>

**NB: Service Providers are required to score a minimum of 60 points on functionality in order to be evaluated further on price and preference. Failure to obtain the minimum points required will result in the proposal being disqualified or render the service provider as non-responsive.**

**13.4. Second Stage - Evaluation in terms of 80/20 Preference Points System**

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

**13.5. 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.

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

Points will 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 (80/20 system)
<b>1</b>	<b>20</b>

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<b>2</b>	<b>18</b>
<b>3</b>	<b>14</b>
<b>4</b>	<b>12</b>
<b>5</b>	<b>8</b>
<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>

13.7. Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by accredited Verification Agencies by SANAS or Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids, to substantiate their B-BBEE claims. The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of the Close Corporation Act.

NB: Bidders who do not submit B-BBEE Status Level Verification Certificate or are non-compliant contributors to be B-BBEE do not qualify for preference points for B-BBEE.

13.8. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract. It is expected that the consultant will regularly effect all recommended amendments before the plan or document is resubmitted to relevant stakeholders. *The Department of Agriculture, Land Reform and Rural Development reserves the right not to award the bid to any service provider, or to various Service Providers.*

#### **14. PROJECT MANAGEMENT WITHIN DALRRD**

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



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**15. OUTCLAUSE**

15.1. 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.

15.2. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

**16. PUBLICATION AND CLOSING OF BID.**

16.1. 21 calendar days advertisement.

16.2. E-portal and Departmental website

16.3. **CLOSING DATE: 20 JULY 2021**

16.4. **TIME OF CLOSING: 11H00**

16.5. **VENUE WHERE BIDS/ PROPOSALS SHOULD BE DEPOSITED:**

**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT  
(DALRRD)**

**SA EAGLE BUILDING**

**136 CHARLOTTE MAXEKE STREET**

**BLOEMFONTEIN**

**TENDER BOX, SITUATED ON GROUND FLOOR NEXT TO SECURITY**

**17. BRIEFING SESSION INFORMATION**

**THERE WILL BE NO BRIEFING SESSION THAT WILL BE HELD REGARDING THIS BID. SERVICE PROVIDERS ARE ADVISED TO CONTACT THE OFFICIALS INDICATED ON THE ENQUIRY SHOULD THERE BE ANY QUESTIONS OR CLARITY WHICH THEY MAY REQUIRE.**

**18. N.B NO LATE SUBMISSIONS WILL BE ACCEPTED, ALL DOCUMENTS/ PROPOSALS SHOULD BE IN THE BID BOX BY THE TIME AND DATE OF CLOSING.**

**19. CONTACT PERSON FOR TECHNICAL ENQUIRIES**

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

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**DIRECTOR: SPLUMS FS**

**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**

**OMNI BUILDING, GROUND FLOOR**

**73 ALIWAL STREET**

**BLOEMFONTEIN**

**9301**

Attention: Mr. Danie Schoeman

Telephone: 082 856 2741

E-mail: [danie.schoeman@dalrrd.gov.za](mailto:danie.schoeman@dalrrd.gov.za)

OR:

Mr. André Erasmus

Telephone: 071 676 9416

E-mail: [andre.erasmus@dalrrd.gov.za](mailto:andre.erasmus@dalrrd.gov.za)

**SUPPLY CHAIN MANAGEMENT ENQUIRIES:**

Mr. Gladman Matshe

Telephone: (051) 400 4200; [gladman.matshe@dalrrd.gov.za](mailto:gladman.matshe@dalrrd.gov.za)

OR:

Mr. Calvin Mampa

Telephone: (051) 400 4200; [calvin.mampa@dalrrd.gov.za](mailto:calvin.mampa@dalrrd.gov.za)

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***Annexure: Land Use Survey Classes***

<b>Code</b>	<b>Description</b>
<b>010000</b>	<b>A Conservation</b>
<b>010100</b>	<b>A.a Conservation Statutory Protected Areas (P)</b>
010101	A.a Conservation Special nature reserve
010102	A.a Conservation Forest nature reserve
010103	A.a Conservation Game reserves
010104	A.a Conservation Protected environment
010105	A.a Conservation Protected woodlands
010106	A.a Conservation Forest wilderness area
010107	A.a Conservation Specially protected forest areas
010108	A.a Conservation Mountain catchment area
010109	A.a Conservation Heritage Site
010110	A.a Conservation Traditional heritage areas
010111	A.a Conservation World heritage Site
010112	A.a Conservation Marine protected areas
010113	A.a Conservation Wetlands
010114	A.a Conservation Hotel/Camp/Overnight facilities/Restaurant
<b>010200</b>	<b>A.b Conservation Areas (P)</b>
010201	A.b Conservation Biosphere reserve
010202	A.b Conservation National park
010203	A.b Conservation Areas under stewardship agreement
010204	A.b Conservation Forest conservation
010205	A.b Conservation Botanical garden
010206	A.b Conservation Trans-frontier park
<b>020000</b>	<b>B Open Space</b>
<b>020100</b>	<b>B.a Open Space 1 Public (P)</b>
020101	B.a Open Space 1 Public Park (P)
020102	B.a Open Space 1 Public Community Garden (S)
020103	B.a Open Space 1 Public Telecommunication Infrastructure (S)
020104	B.a Open Space 1 Informal Trading area (fruits, veg, crafts) (S)
<b>020200</b>	<b>B.b Open Space 2 Private</b>
020201	B.b Open Space 2 Private Park (P)

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020202	B.b Open Space 2 Private Park Telecommunication Infrastructure (S)
<b>030000</b>	<b>C Agriculture</b>
<b>030100</b>	<b>C.a Agriculture Purposes (P)</b>
030101	C.a Agriculture Crop Production (P)
030102	C.a Agriculture Inactive Crop land (P)
030103	C.a Agriculture Animal Production (P)
030104	C.a Agriculture Mixed Production (P)
030105	C.a Agriculture Forestry (P)
030106	C.a Agriculture Agricultural Related Outbuildings (P)
030107	C.a Agriculture Dwelling House (P)
030108	C.a Agriculture Workers Dwelling (P)
030109	C.a Agriculture Nursery (P)
030110	C.a Agriculture Poultry (P)
030111	C.a Agriculture Pig farms (P)
030112	C.a Agriculture Feedlot (P)
030113	C.a Agriculture Pivot (P)
030114	C.a Agriculture Distillery (P)
030115	C.a Agriculture Experimental farms (P)
030116	C.a Agriculture Farm Stall (S)
030117	C.a Agriculture Shooting range (S)
<b>030200</b>	<b>C.b Smallholding</b>
030201	C.b Smallholding Additional Dwelling House (P)
030202	C.b Smallholding Agricultural Related Outbuildings (P)
030203	C.b Smallholding Dwelling House (P)
030204	C.b Smallholding Farmers Production Support Unit (P)
030205	C.b Smallholding Workers Dwelling (P)
030206	C.b Smallholding Animal Establishment (S)
030207	C.b Smallholding Caravan Park (S)
030208	C.b Smallholding Guesthouse (S)
030209	C.b Smallholding Home Industry (S)
030210	C.b Smallholding Nursery (S)
030211	C.b Smallholding Self-storage Facility (S)
<b>040000</b>	<b>D Urban Related</b>
<b>040100</b>	<b>D.a Residential 1</b>

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO COMPLETE A LAND USE AUDIT ON ALL REGISTERED LAND PARCELS WITHIN 11 IDENTIFIED LOCAL MUNICIPALITIES IN THE FREE STATE PROVINCE.**

040101	D.a Residential 1 Dwelling House (P)
040102	D.a Residential 1 Additional Dwelling House (P)
040103	D.a Residential 1 Child Care (S)
040104	D.a Residential 1 Home Industry (S)
040105	D.a Residential 1 Place of Worship (S)
040106	D.a Residential 1 Student Dwelling (S)
040107	D.a Residential 1 Tuck Shop (S)
040108	D.a Residential 1 Tavern (S)
040109	D.a Residential 1 Cell shop (S)
040110	D.a Residential 1 Under construction (P)
<b>040200</b>	<b>D.a Residential 2</b>
040201	D.b Residential 2 Dwelling House (P)
040202	D.b Residential 2 Bed & Breakfast (P)
040203	D.b Residential 2 Guesthouse (P)
040204	D.b Residential 2 Guesthouse Conference Facilities (S)
040205	D.b Residential 2 Under Construction (P)
<b>040300</b>	<b>D.c General Residential</b>
040301	D.c General Residential Dwelling House (P)
040302	D.c General Residential Block of Flats (P)
040303	D.c General Residential Group Housing (P)
040304	D.c General Residential Guesthouse (P)
040305	D.c General Residential Lodge (P)
040306	D.c General Residential Maisonette (P)
040307	D.c General Residential Residential Building (P)
040308	D.c General Residential Retirement Resort (P)
040309	D.c General Residential Townhouse (P)
040310	D.c General Residential Boardinghouse (P)
040311	D.c General Residential Under construction (P)
<b>040400</b>	<b>D.e Business 1</b>
040401	D.e Business 1 Building (Shop) (P)
040402	D.e Business 1 Block of Flats (P)
040403	D.e Business 1 Boutique Hotel (P)
040404	D.e Business 1 Guesthouse (P)
040405	D.e Business 1 Hotel (P)



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO COMPLETE A LAND USE AUDIT ON ALL REGISTERED LAND PARCELS WITHIN 11 IDENTIFIED LOCAL MUNICIPALITIES IN THE FREE STATE PROVINCE.**

040406	D.e Business 1 Lodge (P)
040407	D.e Business 1 Medical Consulting Rooms Doctor (P)
040408	D.e Business 1 Medical Consulting Rooms Dentist (P)
040409	D.e Business 1 Chemist / Pharmacy (P)
040410	D.e Business 1 Medical Consulting Rooms/Doctor/Dentist (P)
040411	D.e Business 1 Nursery (P)
040412	D.e Business 1 Office (P)
040413	D.e Business 1 Office Park (P)
040414	D.e Business 1 Training Centre (P)
040415	D.e Business 1 Restaurant (P)
040416	D.e Business 1 Shopping centre/mall (P)
040417	D.e Business 1 Supermarket (P)
040418	D.e Business 1 Shops (P)
040419	D.e Business 1 Garden centre/nursery (P)
040420	D.e Business 1 Informal trading/market/ street vending (P)
040421	D.e Business 1 Spaza shop (P)
040422	D.e Business 1 Kiosk (P)
040423	D.e Business 1 Cafeteria/Tea Garden (P)
040424	D.e Business 1 Veterinarian Clinic (P)
040425	D.e Business 1 Bus Terminus (S)
040426	D.e Business 1 Gymnasium (S)
040427	D.e Business 1 Place of Assembly/Conference/Wedding (S)
040428	D.e Business 1 Taxi Rank (S)
040429	D.e Business 1 Telecommunication Infrastructure (S)
040430	D.e Business 1 Banks/Insurance brokers/Building societies/Financiers (P)
040431	D.e Business 1 Motor showroom/ car sales lot (P)
040432	D.e Business 1 Motor dealership (P)
040433	D.e Business 1 Car wash (P)
040434	D.e Business 1 Vehicle Workshop (P)
040435	D.e Business 1 Postnet/Courier (P)
040436	D.e Business 1 Telkom/Cell shops (P)
040437	D.e Business 1 Outdoor storage (P)
040438	D.e Business 1 Indoor storage (P)
040439	D.e Business 1 Casino or Gambling Establishment (P)

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO COMPLETE A LAND USE AUDIT ON ALL REGISTERED LAND PARCELS WITHIN 11 IDENTIFIED LOCAL MUNICIPALITIES IN THE FREE STATE PROVINCE.**

040440	D.e Business 1 Under Construction (P)
<b>040500</b>	<b>D.e Business 2</b>
040501	D.f Business 2 Filling Station (P)
040502	D.f Business 2 Filling Station Business Building (S)
040503	D.f Business 2 Filling Station Restaurant (S)
040504	D.f Business 2 Filling Station Vehicle Showroom (S)
040505	D.f Business 2 Filling Station Vehicle Workshop (S)
040506	D.f Business 2 Filling Station Telecommunication Infrastructure (S)
040507	D.f Business 2 Cellular Base Station/Tower (P)
040508	D.f Business 2 Co-op Filling Station (GWK/Senwes/OVK) (P)
040509	D.f Business 2 Under Construction (P)
<b>040600</b>	<b>D.g Institution</b>
040601	D.g Institution Use (P)
040602	D.g Institution Use Telecommunication Infrastructure (S)
040603	D.g Institution Use Hospital (P)
040604	D.g Institution Use Clinic (P)
040605	D.g Institution Use Orphanage(P)
040606	D.g Institution Community Facility (P)
040607	D.g Institution Community Facility Telecommunication Infrastructure (S)
040608	D.g Institution Sports and Recreational Facilities (P)
040609	D.g Institution Sports and Recreational Facilities Telecommunication Infrastructure (S)
040610	D.g Institution Animal Rehabilitation Facilities (P)
040611	D.g Institution SPCA (P)
040612	D.g Institution Indoor and Outdoor Kennels (P)
040613	D.g Institution Welfare Facilities/ Charitable Institution (P)
<b>040700</b>	<b>D.h Education</b>
040701	D.h Education Crèche (P)
040702	D.h Education Crèche Telecommunication Infrastructure (S)
040703	D.h Education School (P)
040704	D.h Education School (with Hostel) (P)
040705	D.h Education School Hostel (P)
040706	D.h Education TVET/College/University (P)
040707	D.h Education Place of Education (P)
040708	D.h Education Place of Education Telecommunication Infrastructure (S)

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO COMPLETE A LAND USE AUDIT ON ALL REGISTERED LAND PARCELS WITHIN 11 IDENTIFIED LOCAL MUNICIPALITIES IN THE FREE STATE PROVINCE.**

040709	<b>D.h Education Under Construction (P)</b>
<b>040800</b>	<b>D.i Religious Purposes</b>
040801	D.i Religious Purposes Place of Worship/Church/Mosque/Temple/Synagogue (P)
040802	D.i Religious Purposes Place of Worship Crèche (S)
040803	D.i Religious Purposes Place of Worship Telecommunication Infrastructure (S)
040804	D.i Religious Purposes Under Construction (S)
<b>040900</b>	<b>D.J Cemetery</b>
040901	D.j Cemetery Use (P)
040902	D.j Cemetery Use Telecommunication Infrastructure (S)
<b>041000</b>	<b>D.k Government Purposes</b>
041001	D.k Government Purposes Use (P)
041002	D.k Government Purposes Use Telecommunication Infrastructure (S)
041003	D.k Government Purposes Farmers Production Support Unit (P)
041004	D.k Government Purposes Agri-Park (P)
041005	D.k Government Purposes Office (P)
041006	D.k Government Purposes Place of Assembly (P)
041007	D.k Government Purposes Sports and Recreational Facilities (P)
041008	D.k Government Purposes Training Centre (P)
041009	D.k Government Purposes Library (P)
041010	D.k Government Purposes Municipal Use (S)
041011	D.k Government Purposes Thusong Centres (P)
041012	D.k Government Purposes Vehicle Workshop (S)
041013	D.k Government Purposes Magistrate Court/High Court (P)
041014	D.k Government Purposes Police (P)
041015	D.k Government Purposes Post-office (P)
041016	D.k Government Purposes Correctional Institutions / Jail (P)
041017	D.k Government Purposes Reformatory /Juvenile School (P)
041018	D.k Government Purposes Special Needs Centre (P)
041019	D.k Government Purposes Military (P)
041020	D.k Government Purposes Under Construction (P)
<b>041100</b>	<b>D.l Municipal Purposes</b>
041101	D.l Municipal Purposes Use (P)
041102	D.l Municipal Purposes Use Telecommunication Infrastructure (S)
041103	D.l Municipal Purposes Office (P)



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO COMPLETE A LAND USE AUDIT ON ALL REGISTERED LAND PARCELS WITHIN 11 IDENTIFIED LOCAL MUNICIPALITIES IN THE FREE STATE PROVINCE.**

041104	D.l Municipal Purposes Place of Assembly / Town Hall (P)
041105	D.l Municipal Purposes Training Centre (P)
041106	D.l Municipal Purposes Sports and Recreational Facilities (P)
041107	D.l Municipal Purposes Golf course (P)
041108	D.l Municipal Purposes Swimming Pool (P)
041109	D.l Municipal Purposes Storage Yard (P)
041110	D.l Municipal Purposes Government Use (S)
041111	D.l Municipal Purposes Main Municipal Offices (P)
041112	D.l Municipal Purposes Renewable Energy Structure (S)
041113	D.l Municipal Purposes Water Treatment Facilities (P)
041114	D.l Municipal Purposes Sewage Treatment Facilities (P)
041115	D.l Municipal Purposes Picnic and Camping Parks (P)
041116	D.l Municipal Purposes Auction pens (P)
041117	D.l Municipal Purposes Showgrounds (P)
041118	D.l Municipal Purposes Solid Waste Disposal Areas (P)
041119	D.l Municipal Purposes Landfill site (P)
<b>041200</b>	<b>D.m Municipal Townlands</b>
041201	D.m Municipal Townlands Municipal Use (P)
041202	D.m Municipal Townlands Municipal Use Telecommunication Infrastructure (S)
041203	D.m Municipal Townlands Farmers Production Support Unit (P)
041204	D.m Municipal Townlands Agri-Park (P)
041205	D.m Municipal Townlands Commonage (P)
041206	D.m Municipal Townlands Resort (P)
041207	D.m Municipal Townlands Sports and Recreational Facilities (P)
041208	D.m Municipal Townlands Community Garden (S)
041209	D.m Municipal Townlands Government Use (S)
041210	D.m Municipal Townlands Renewable Energy Structure (S)
041211	D.m Municipal Townlands Showgrounds (P)
041212	D.m Municipal Townlands Auction pens (P)
041213	D.m Municipal Townlands Undeveloped land within urban areas (P)
041214	D.m Municipal Townlands Inactive land with street patterns (P)
<b>041300</b>	<b>D.n Traditional Authority</b>
041301	D.n Traditional Authority Areas Formalised Settlement (P)
041302	D.n Traditional Authority Areas Traditional Settlement (P)

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO COMPLETE A LAND USE AUDIT ON ALL REGISTERED LAND PARCELS WITHIN 11 IDENTIFIED LOCAL MUNICIPALITIES IN THE FREE STATE PROVINCE.**

041303	D.n Traditional Authority Areas House of the Chief/ Komkhulu (P)
041304	D.n Traditional Authority Areas Royal Palace /Izigodlo (Traditional Palace) (P)
041305	D.n Traditional Authority Areas Community Hall (P)
041306	D.n Traditional Authority Areas Cultural Centre (P)
041307	D.n Traditional Authority Areas Communal land (P)
<b>041400</b>	<b>D.o Leisure Residential</b>
041401	D.o Leisure Residential Dwelling (P)
041402	D.o Leisure Residential Dwelling Telecommunication Infrastructure (S)
<b>041500</b>	<b>D.p Resort 1</b>
041501	D.p Resort 1 (P)
041502	D.p Resort 1 Telecommunication Infrastructure (S)
<b>050000</b>	<b>E Industrial Areas</b>
<b>050100</b>	<b>E General Industrial Purposes</b>
050101	E.a General Industry Industrial Building (P)
050102	E.a General Industry Industrial Building Telecommunication Infrastructure (P)
050103	E.a General Industry Animal Establishment (P)
050104	E.a General Industry Auction Pen (P)
050105	E.a General Industry Business Building (P)
050106	E.a General Industry Farmers Production Support Unit (P)
050107	E.a General Industry Funeral Parlour (P)
050108	E.a General Industry Government Use (P)
050109	E.a General Industry Municipal Use (P)
050110	E.a General Industry Nursery (P)
050111	E.a General Industry Scrapyard (P)
050112	E.a General Industry Training Centre (P)
050113	E.a General Industry Vehicle Showroom (P)
050114	E.a General Industry Food production (P)
050115	E.a General Industry Machinery Manufacturing (P)
050116	E.a General Industry Metal Product Manufacturing (P)
050117	E.a General Industry Textile Manufacturing (P)
050118	E.a General Industry Wood Products Manufacturing (P)
050119	E.a General Industry Recycling (P)
050120	E.a General Industry Vehicle Repair Centres (P)
050121	E.a General Industry Place of Assembly (S)

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO COMPLETE A LAND USE AUDIT ON ALL REGISTERED LAND PARCELS WITHIN 11 IDENTIFIED LOCAL MUNICIPALITIES IN THE FREE STATE PROVINCE.**

050122	E.a General Industry Under Construction (P)
<b>050200</b>	<b>E.b Various Industrial Purposes</b>
050201	E.b Various Industrial Buildings (P)
050202	E.b Various Industrial Building Telecommunication infrastructure (P)
050203	E.b Various Industrial Pipelines (P)
050204	E.b Various Industrial Mill and Gas Manufacturing (P)
050205	E.b Various Industrial Warehousing (P)
050206	E.b Various Industrial & Manufacturing (P)
050207	E.b Various Industrial Employment (P)
050208	E.b Various Industrial Storage (P)
<b>050300</b>	<b>E.c Mining</b>
050301	E.c Mining Other Activity (P)
050302	E.c Mining Stone Quarries (P)
050303	E.c Mining Sand and Gravel Pits (Borrow Pits) (P)
050304	E.c Mining Open-pit mining (P)
050305	E.c Mining Quarrying (P)
050306	E.c Mining Strip mining (P)
050307	E.c Mining Landfill mining (P)
050308	E.c Mining Underground mining (P)
050309	E.c Mining Brick making (P)
050310	E.c Mining Residue deposit or stockpile (P)
050311	E.c Mining Retention area (P)
050312	E.c Mining Rehabilitation areas (P)
050313	E.c Mining Abandoned Mining Sites (P)
<b>060000</b>	<b>F Surface Infrastructure</b>
<b>060100</b>	<b>F.a Roads and Streets (R&amp;S)</b>
060101	F.a R&S Municipal, Provincial & National Roads (P)
060102	F.a R&S Private Street (P)
060103	F.a R&S Public Road (P)
060104	F.a R&S Public Street (P)
<b>060200</b>	<b>F.b Transport Purposes</b>
060201	F.b Transport Airfield and Infrastructure (P)
060202	F.b Transport Airfield and Infrastructure Telecommunication Infrastructure (S)
060203	F.b Transport Helistop/Heliport (P)



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO COMPLETE A LAND USE AUDIT ON ALL REGISTERED LAND PARCELS WITHIN 11 IDENTIFIED LOCAL MUNICIPALITIES IN THE FREE STATE PROVINCE.**

060204	F.b Transport Toll Customer Centre/Toll Booth (Toll gate) (P)
060205	F.b Transport Weigh Bridge (P)
060206	F.b Transport Bus Terminus (P)
060207	F.b Transport Bus Terminus Telecommunication Infrastructure (S)
060208	F.b Transport Heavy Vehicle Overnight Facility (P)
060209	F.b Transport Heavy Vehicle Overnight Facility Telecommunication Infrastructure (S)
060210	F.b Transport Parking Area (P)
060211	F.b Transport Parking Area Telecommunication Infrastructure (S)
060212	F.b Transport Railway Purpose (P)
060213	F.b Transport Railway Purpose Telecommunication Infrastructure (S)
060214	F.b Transport Taxi Rank (P)
060215	F.b Transport Taxi Rank Telecommunication Infrastructure (S)
<b>060300</b>	<b>F.c Infrastructure Purposes</b>
060301	F.c Infrastructure Service Biofuel, Bio-Power and Bioproducts (P)
060302	F.c Infrastructure Service Concentrated Solar Power (P)
060303	F.c Infrastructure Service Photovoltaic Power (P)
060304	F.c Infrastructure Service Power Plant and Heat Pumps (P)
060305	F.c Infrastructure Service Solar Farm (S)
060306	F.c Infrastructure Service Waterpower Plants (P)
060307	F.c Infrastructure Service Power Plant and Heat Pumps (P)
060308	F.c Infrastructure Service Wind Farm (S)
060309	F.c Infrastructure Service Wind Turbine (P)
060310	F.c Infrastructure Service ESKOM Structure (P)
060311	F.c Infrastructure Service Telecommunication Structure (S)
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070101	F.d Transitional Unknown Use Under Construction
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<b>990000</b>	<b>Vacant</b>

- Additional refinements will be welcomed

**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 with 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 security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

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

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| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>   |
| <b>17. Prices</b>                               | <p>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.</p>  |
| <b>18. Contract amendments</b>                  | <p>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.</p>   |
| <b>19. Assignment</b>                           | <p>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.</p>   |
| <b>20. Subcontracts</b>                         | <p>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.</p>   |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	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.