



## agriculture, land reform & rural development

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

PROVINCIAL SHARE SERVICE CENTRE: LIMPOPO

Private Bag 9552, Polokwane, 0700, 70 Hans Van Rensburg, (015) 230 5000, Private Bag X9312, Polokwane, 0700

### REQUEST FOR QUOTATION INVITATION

RFQ No:	<b>PSSCLP-0191 2022 2023</b>
Description	<b>APPOINTMENT OF SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR GREATER TZANEEN MUNICIPALITY (GTM)</b>
RFQ Submission email address	<b><a href="mailto:limpopo.quotations@dalrrd.gov.za">limpopo.quotations@dalrrd.gov.za</a></b> (Proposal must only be send by an email, no hand delivery will be acceptable)
Publication	E-tender and Departmental website <a href="http://www.dalrrd.gov.za">www.dalrrd.gov.za</a>
RFQ Closing Details	Date: <b>28 September 2022</b>
Documents to be submitted	<ol style="list-style-type: none"><li>1. Proposal</li><li>2. Signed Quotation ( on bidding company letterhead)</li><li>3. Letter of Authority</li><li>4. Recent Central Supplier Database</li><li>5. Tax pin</li><li>6. BBBEE ( SANAS Accredited) or Sworn affidavit</li><li>7. SBD forms ( 4,8 and 9)</li><li>8. General Condition of Contract</li></ol>
Technical enquiries	Mr Timmy Shilenge/ Lawulani Baloyi 015 297 5768/ 082 577 5570 <a href="mailto:tshilenge@dalrrd.gov.za">tshilenge@dalrrd.gov.za</a> or <a href="mailto:Lawulani.baloyi@dalrrd.gov.za">Lawulani.baloyi@dalrrd.gov.za</a>
SCM related enquiries	Tshegofatso Motiang/ Betsie Mahlobogoana 015 230 5089/ 015 230 5077 <a href="mailto:Tshegofatso.motiang@dalrrd.gov.za">Tshegofatso.motiang@dalrrd.gov.za</a> or <a href="mailto:betsie.mahlobogoana@dalrrd.gov.za">betsie.mahlobogoana@dalrrd.gov.za</a>

Approved BY

Mahlromela LP  
DD:SCM  
Date 15 September 2022



**SBD 4**

**DECLARATION OF INTEREST**

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

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

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

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

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.



**agriculture, land reform  
& rural development**

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"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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



the evaluation and or adjudication of this bid?

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?

**YES/NO**

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.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number




#### 4 DECLARATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

**PROVINCIAL SHARED SERVICE CENTRE: LIMPOPO** Private Bag X 9552, Polokwane, 0700, 70 Hans van Rensburg  
Street: (015) 230 5000 Fax no: 086 662 8663, Private Bag X9312,

**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~~/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20. preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to 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
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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





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Private Bag X 9552, Polokwane, 0700, 70 Hans van Rensburg Street: (015) 230 5000 Fax no: 086 662 8663, Private Bag X9312,

- 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:





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Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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



**PROVINCIAL SHARED SERVICE CENTRE: LIMPOPO**

Private Bag X 9552, Polokwane, 0700, 70 Hans van Rensburg Street: (015) 230 5000 Fax no: 086 662 8663, Private Bag X9312,

- 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
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## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



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

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

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



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

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

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

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

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

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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



may have against the supplier under the contract.

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

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

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

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

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

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)



## agriculture, land reform & rural development

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

### **SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES: LIMPOPO**

106 Hans van Rensburg Street, Empire Place, Suite 5, Polokwane, 0700, Tel (015) 297 5165/6/7

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### **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR GREATER TZANEEN MUNICIPALITY (GTM)**

#### **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 development of Land Use Schemes (LUS) for the Greater Tzaneen Municipality (GTM) in the Limpopo 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 for its entire area within 5 years from the commencement (1st July 2015) of the Act or any other the minister may extend.
- 1.3 The DALRRD has since developed 2017 land use scheme guidelines to guide municipalities in the process for the development of land use scheme as per the requirements of the SPLUMA. After continuous monitoring compliance by municipalities regarding the requirement of the SPLUMA, the department further developed a model LUS for municipalities to customise.

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

- 2.1 Land Use Management Systems in South Africa and in particular Land use schemes have for decades brought callous challenges disempowering municipalities to

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- adequately deal with effective land use management with serious impacts on management and regularization of land use activities.
- 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 Majority of municipalities within the Limpopo 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; Spatial Planning and Land Use Act, 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 schemes, capacity challenges within municipalities to implement the guidelines remains the same. Many municipalities lack both human and financial resource to prepare their own Land use scheme.
  - 2.5 The geographical area of Limpopo Province is predominantly rural including considerable land under the traditional authorities. Majority of the population lives in these rural or peri-urban environments, which for most part is unplanned and poorly serviced. Existing schemes neglected to address land use management within rural and informal areas.
  - 2.6 The GTM Town Planning Scheme, 2000 is not implemented in rural areas, as it is more focus on urban areas.
  - 2.7 The municipality is currently faced with challenges related to illegal land uses both in urban as well as in rural area.
  - 2.8 Land use management processes in traditional areas/bylaws not fully complied with. Traditional leaders are also acting as land use regulators.



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- 2.9 There is lack of data in the rural areas that might delay development process of GTM wall-to-wall Land Use Scheme.
- 2.10 Not fully functional tools/GIS units of GTM to assist on the development of the Land Use Scheme. The municipality recently appointed a GIS technician who should be empowered during the development process and possible host all data after completion of the project.

**3. SCOPE OF THE PROJECT**

**3.1. Objective of the Project**

- 3.1.1 The objective of this project is to assist GTM to develop a wall-to-wall land use scheme (LUS) in terms of Spatial Planning and Land Use Management Act, 2016, read with their GTM By-law to ensure orderly and harmonious development of the municipal area.
- 3.1.2 The LUS should give effect to and be consistent with the municipal SDF and determine the use and development of land within the municipal areas to promote economic growth, social inclusion, and efficient development and to minimize the impact on public health and natural resources.
- 3.1.3 In terms of Section 24 of SPLUMA the content of a LUS must:
- Include suitable categories of land use zoning and regulations for the entire municipal area, including areas not previously subject to a land use scheme;
  - Take cognisance of any environmental management instrument adopted by the relevant environmental management authority, and must comply with environmental legislation;
  - Include provisions that permit the incremental introduction of land use management and regulation in areas under traditional leadership, rural areas, informal settlements, slums and areas not previously subject to a land use scheme;
  - Include provisions to promote the inclusion of affordable housing in residential land development;

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

**3.1.4 The LUS must include but not limited to the following components:**

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

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

- Spatial Justice;
- Spatial Sustainability;
- Efficiency;
- Spatial Resilience; and
- Good Administration.

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

- Legislation, Land Use Policy and Guidelines;

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

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

### **3.2. Milestones and Deliverables**

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

3.2.2 **A Status-Quo Report** covering the following:

- the current challenges and issues with regard to the current Land Use Management System in the municipality.
- All relevant Land use regulators' analysis and their impact on land development.
- Tools utilized to govern land use management by the respective land use regulators.
- The legalities of the approvals as per the respective tools.
- Relevant policies and resolutions of the municipalities.
- Geographical areas applicable to those approvals and the conditions thereof.

3.2.3 **Land Audit Report** detailing the following:

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- Existing land uses and zoning
- Development trends and pressures
- Settlements' categorization and the relevant land development processes thereof
- Illegal land uses per the respective category of settlement

3.2.4 **A Land Use Scheme** with a differentiated approach per the various categories of settlements. The land use scheme to be developed should contain amongst other at least the following:

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

3.2.5 The service provider to review and confirm the following LUS content provisions if in line with the respective environment of the relevant municipalities:

- General
  - Short Title
  - Area of the Land Use Scheme

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- Status, commencement and validity of the Land Use Scheme
- Powers of the Council
- Purpose of the Scheme
- Component of the Land Use Scheme
- User Orientation and Reference Manual detailing how the scheme will be applied.
- Definitions
- Land Use Categories
- Land Use Zones
- Land use/zone matrix
- Management Zones
  - Environmental Management Zones
  - Act 70 of 1970 Management Zones
- Development criteria
- Scheme and Management maps
- Tables and relevant development control
- Special mechanisms for special development zones including, but not limited to:
  - Rural areas and special settlement areas
  - Special site planning areas
  - Interim site planning areas
  - Environmental planning areas.
- Development Regulations and clauses
- Planning Administration
- Application and assessment procedures
- Application content and format/forms to be linked with electronic municipal land use management tool (to be developed by DALRRD).
- Land use scheme register for both existing and amendments
- Processes and structures towards dealing with illegal land uses per the respective category of settlement
- General provisions governing, building plans approvals, valuation roll, engineering services, servitudes and transitional arrangements
- Growth management strategies

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3.2.6 All reports, including zoning register, maps, tables and graphics should be in hard copy and electronic copy in MS Word template. Maps as electronic image files (JPEG, windows Bitmap, GIF, etc.).

3.2.7 All spatial information collected should be submitted in GIS capable file format (map package or in geo-database format) for use in a GIS. The shapefiles must have clear attribute information that differentiates the LUS construct and its purpose. Metadata for all spatial information should be provided as per the metadata standard ISO 19115 & SANS 1878. Ownership of all metadata, data and spatial information generated and collected from this assignment vests in Municipality. Municipality will become the custodian of all spatial information collected.

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

- All maps should be in A4 size in the document
- Maps must be numbered and listed in the page of contents
- All the text in the maps and the legends must be legible
- The same map template / layout must be used throughout the document for sake of consistency
- All maps should have the basic map elements, namely; a title, north arrow, legend, scale bar
- All the features on the map must be explained in the legend
- Symbology and colours must adhere to basic cartographic principles, colour coding,
- All mapping must be developed at an appropriate scale
- Maps in Microsoft Word must have the corresponding Map Document (MXD) ready to be accessed in ArcGIS.

### **3.3 Project Outcomes**

- Orderly development
- Harmonious environment
- Increased economic growth
- Improved intergovernmental relations
- Improved stakeholders' relations
- Good governance, spatial justice and sustainability

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**3.4 Skills Requirements**

- 3.4.1 Companies with individuals with qualifications in Spatial Planning and Land Use Management, and Geographical information Science will be required
- 3.4.2 Proven 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 Scheme and Spatial Development Framework;
  - c) Geographical Information Science tools, database, systems and mapping.
  - d) Previous experience adjudication of development application.
  - e) Previous experience with policy and / or planning work at a municipal level;
  - f) Research, analytical writing, and communication skills.
- 3.4.3 In the case of consortium, a letter of commitment from companies forming the consortium is required and must be submitted.

**3.6 Project Phases Duration and Cost**

- 3.6.1 The project should be completed within 12 months from the time of the appointment of the consultant. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled under Table 1.

**TABLE 1: PAYMENT SCHEDULE AND PROJECT PHASES**

Phase	Deliverable	Cost Per Phase	Timeframes
Phase 1: Detailed Inception Report and Communication Plan	Final Inception Report including Project Plan and consultation Plan	10%	1 Month
Phase 2: Data collection and Status Quo on Land Use Rights	Status-quo, land audit and analysis report	30%	3 Months
Phase 3: Preparing the Land Use Regulations or Linkage Plan	Draft Regulations	10%	2 Months

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Phase 4: Preparation of a Draft Land Use Scheme including Scheme maps and clauses/regulations	Draft LUS document including zoning maps, clauses/regulations as approved by Council.	25%	2 Months
Phase 5: Consultation and amendment	Consultation report and amendments	5%	2 Months
Phase 6: Final Land Use Scheme (regulations, zoning maps and register) document and supporting materials	Final Land Use Scheme document in Word and PDF and all supporting material (All shape files and map packages in geo database, Scheme Regulations in Word format & LUS register)	10%	1 Month
Phase 7: Preparation and Tabling of Land Use Scheme report to Municipal Council for adoption and Approval with supporting materials	Report on finalized Land Use Scheme submitted to Council for adoption and approval		1 Month
<b>Retention</b>	Close Out Report	10%	

**4. MANDATORY REQUIREMENTS**

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

- 4.1 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.
- 4.2 A resolution authorizing a particular person to sign the bid documents (Full completion and signing of LA 1.6 or resolution on company letter head).
- 4.3 The project leader must be registered with South African Council for Planners (SACPLAN) and in good standing in terms of the Planning Profession Act, 2002 as a



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Professional Planner (a copy of a valid certificate indicating member in good standing must be attached) with a minimum of ten years of experience.

- 4.4 GIS practitioner must be registered with SAGC as a Technologist or above: attach a copy of certificate and a letter of good standing.

**NB: 1. Certified copies of Identity Document, qualification and registration certificates documents should be attached**

**2. The name of the Project leader/members should be exactly the same to that on the certificates/Identity document.**

- 4.5. An EME or QSE which is at least 51% owned by black people (attach a valid copy of B-BBEE Certificate accredited by SANAS or sworn affidavit issued by commissioner of oath) should be submitted. In case of Joint venture/ consortium, submit consolidated B-BBEE certificate ( EME/QSE) accredited by SANAS

**5. CONTENTS OF THE PROJECT PROPOSAL**

A clear and concise project proposal covering the aspect listed below as well as responding to above-mentioned scope of the project is required.

- 5.1 DALRRD considers skills development as an integral part of the outsourcing 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.
- 5.2 An additional requirement is that of a capacity building plan for Town Planning interns within the Department. The SPLUMS unit employs interns who are currently registered as Candidate Town and Regional Planners and require a range of experience, which the Department may not be able to provide, to register as professionals. You are required to develop a plan identifying how you as the service provider will include the interns in the process of the project and at what phases, which will allow them to gain experience in certain tasks such as Land Use Surveys, drafting of reports, documents, and land use clauses.

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- 5.3 Progress on skills transfer to be part of the monthly progress report.
- 5.4 An executive summary of the key issues covered in the Proposal.
- 5.5 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.
- 5.6 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.
- 5.7 Certified copies of all certificates, references, professional registration and related certification for all members of the proposed team must be attached.
- 5.8 Evidential and documentary proof of professional qualification, registration and affiliation. For instance, if a team member claims to be a Town Planner, a copy of the registration with the South African Council for Planners (SACPLAN) is required.
- 5.9 Any other information relevant to the determination of the suitability of the interested bidder for this project should be listed.
- 5.10 *The following technical information **must** be submitted with the bid proposal:*
- a) Relevant professional experience of the team leader and core supporting experts;
  - b) Organizational, managerial and technical ability;
  - c) Full CV's of all proposed team members;
  - d) Minimum 3 contactable current and previous client references for 3 different clients; and
  - e) Associations and Professional Affiliations of companies and individuals.

**6. INFORMATION GATHERING**

- 6.1 The selected service provider will be expected to make contact with all the relevant officials and units within all spheres of government and other stakeholders of

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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.

- 6.2 Existing information, which is available within the DALRRD Branch: Spatial Planning and Land Use Management will be made available to the appointed service provider during the execution of the project.
- 6.3 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.
- 6.4 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.

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

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

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- n) Disputes; and
  - o) Financial penalties and termination of contract.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 Any deviation from the project plan should be put in writing and signed by the project manager of DALRRD/municipality.
- 7.7 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 7.8 Payments will be on work-completed basis i.e., on set milestones as per the project plan.
- 7.9 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.
- 7.10 Payment will **ONLY** be made as per deliverables and upon **SATISFACTION** of services rendered or good and quality product delivered. Therefore, original invoices

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submitted for payments must be submitted for payment with relevant supporting documents. No copies or e-mailed invoices will be processed.

- 7.11 Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.
- 7.12 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.
- 7.13 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.
- 7.14 The Department reserves the right not to appoint anyone.
- 7.15 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.
- 7.16 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DALRRD.
- 7.17 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.

**8. REPORTING AND ACCOUNTABILITY**

- 8.1. 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.

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- 8.2. 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.
- 8.3. All information captured and or used to generate the outputs of the project remains the property of DALRRD and the municipality 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.

**9. EVALUATION CRITERIA**

- 9.1 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.
- 9.2 This bid shall be evaluation in two stages. On first stage, bids will be evaluated on functionality and the second stage in accordance with 80/20 preference points system as stipulated above.
- 9.3 **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 very poor, 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent**

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The Bids that fail to achieve a minimum of 70 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).

**Table 2: Guidelines for Points Criteria Application**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
<b>1. Capability:</b> Firm's experience, track record and competency	Team leader must be a registered Town Planner with project management experience and have a minimum of ten (10) years' experience and expertise in managing and coordinating a multi -disciplinary project in spatial planning and land use management: <b>Attach copy of a certified certificates 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>	20	40
	Team Leader must have successfully managed a minimum of 3 Land Use Scheme/Town Planning Schemes in the past 5 years. Attach 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.	20	
CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
<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</b>		

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
	undertaken- List names, addresses, telephone numbers, fax numbers and E-mail numbers, fax numbers and e-mail.		
	A minimum of 3 Planners registered as professionals with SACPLAN and with 7 years post qualification experience in Spatial Planning and land use management.	15	25
	<b>Technologist and above Geographic Information Specialist registered with SGC:</b> relevant qualification plus 3 years' post qualification 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 how various project deliverables will be managed against timeframes.	10	
	Approach to the development of the stakeholder engagements, capacity building and skills transfer	10	

9.4 **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.

9.5. **Calculation of points for price**



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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.

**9.6. 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:

**Table 3: B-BEEE Points Allocation**

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
<b>Non-compliant contributor</b>	<b>0</b>

9.7. Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by accredited Verification Agencies ( SANAS) or Sownr affidavit signed by commissioner of oath together with their bids, to substantiate their B-BBEE claims.

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

9.8. 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 affect all recommended amendments before the plan or document is resubmitted to relevant stakeholders.

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9.9 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.

**10 OUTCLAUSE**

10.1 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.

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

**11 PUBLICATION**

11.1 14 days advertisement.

11.2 Dalrrd Website

**12. CONTACT PERSON FOR TECHNICAL ENQUIRIES**

Mr Timmy Shilenge/Lawulani Baloyi

(015) 297 5168 or 082 577 5570

Email: [tshilenge@dalrrd.gov.za](mailto:tshilenge@dalrrd.gov.za) or [Lawulani.Baloyi@dalrrd.gov.za](mailto:Lawulani.Baloyi@dalrrd.gov.za)

**Supply Chain Management Enquiries**

Supply Chain Management Enquiries

Attention : Tshegofatso Motiang/ Daisy Mongwai

Tel : (015) 230-5089

Email : [tshegofatso.motiang@dalrrd.gov.za](mailto:tshegofatso.motiang@dalrrd.gov.za) or [Daisy.Mongwai@dalrrd.gov.za](mailto:Daisy.Mongwai@dalrrd.gov.za)

**20. SIGNATORIES**

These Terms of Reference have been checked and approved as follows:

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A LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR GREATER TZANEEN MUNICIPALITY (GTM)

APPROVED / NOT ~~APPROVED~~



\_\_\_\_\_  
MR ST SHILENGE  
CHAIRPERSON OF THE BSEC  
DATE: 13 September 2022

ENDORSED / NOT ~~ENDORSED~~



\_\_\_\_\_  
MR LP MKHLOROMELA  
DEPUTY DIRECTOR : SUPPLY CHAIN MANAGEMENT  
DATE: 2022/09/13