

RDLR-MP0004 (2019/2020)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE EXISTING LAND USE SCHEME FOR THE BUSHBUCKRIDGE LOCAL MUNICIPALITY SITUATED WITHIN THE EHLANZENI DISTRICT MUNICIPALITY, MPUMALANGA PROVINCE

THERE WILL BE A NON-COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE : 17 August 2021

TIME : 11:00

Microsoft Teams : [Click here to join the meeting](#)

https://teams.microsoft.com/#/pre-joining/19:meeting_MThkYjFmN2EtNmQ1OS00NGlyLWFiYzgtZWNmMzVjZDgxMTM4@thread.v2

CLOSING DATE: 27 August 2021 AT 11:00

TECHNICAL ENQUIRIES

TEL

EMAIL

: Mr Simanga Nkosi / Mr Colani Sambo / Mr Sifiso Molefe

: 013 754 8014/ 8049/ 8090

: simanga.nkosi@drdlr.gov.za/ colani.sambo@drdlr.gov.za / sifiso.molefe@drdlr.gov.za

BID RELATED ENQUIRIES

TEL

EMAIL

: Mr. D Rudolph/ Ms. N Hlatshwayo

: 013 754 8034/ 013 754 8038

: Damian.Rudolph@drdlr.gov.za/
: Nonhlanhla.Hlatshwayo@drdlr.gov.za

TECHNICAL PROPOSAL – PART 1 OF 2

LA 1.1



Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Ms Reabetswe Makena: **Tel:** (012) 312 9518

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

BID NUMBER: RDLR-MP0004 (2021/2022)

CLOSING TIME: 11H00

CLOSING DATE: 27 August 2021

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

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

Yours faithfully,

INFRASTRUCTURE PROCUREMENT UNIT

LA 1.3

MAP TO BIDDER BOX (B BOX)

RDLR-MP0004 (2021/2022) CLOSING DATE: 27 August 2021 AT 11:00am

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

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

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

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

The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”

**Department of Rural Development &
Land Reform
Acquisition Management
(BIDS)
17 Van Rensburg Street, Block E,
6th Floor, Tender Box
Nelspruit
1200**

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

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

SUBMIT YOUR BID IN A SEALED ENVELOPE

Annexure A

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

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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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

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

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RDLR-MP0004 (2021/2022)	CLOSING DATE:	27 August 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE EXISTING LAND USE SCHEME FOR THE BUSHBUCKRIDGE LOCAL MUNICIPALITY SITUATED WITHIN THE EHLANZENI DISTRICT MUNICIPALITY, MPUMALANGA PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM					
17 Van Rensburg Street, Block E, 6 th Floor, Tender Box					
Nelspruit 1200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Damian Rudolph/ Ms Nonhlanhla Hlatshwayo		CONTACT PERSON	Mr Simanga Nkosi / Mr Colani Sambo / Mr Sifiso Molefe	
TELEPHONE NUMBER	013 754 8000/ 8034 / 8038 082 947 6304		TELEPHONE NUMBER	013 754 8014/ 8049/ 8090	
FACSIMILE NUMBER	086 570 9467		FACSIMILE NUMBER	086 570 9467	
E-MAIL ADDRESS	Damian.rudolph@drdlr.gov.za/ Nonhlanhla.Hlatshwayo@drdlr.gov.za/		E-MAIL ADDRESS	simanga.nkosi@drdlr.gov.za colani.sambo@drdlr.gov.za sifiso.molefe @drdlr.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN: <input type="checkbox"/>	<input type="checkbox"/>	OR	CENTRAL SUPPLIER DATABASE No: <input type="checkbox"/>	<input type="checkbox"/>
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] Yes No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] Yes 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?	Yes No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/>	<input type="checkbox"/>
				Yes No <input type="checkbox"/> <input type="checkbox"/>	
				[IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

--	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES	NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES	NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES	NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES	NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES	NO

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

**PART B
TERMS AND CONDITIONS FOR
BIDDING**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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:

MABEL HOUSE (Pty) Ltd	
By resolution of the Board of Directors taken on 20 May 2000,	
MR A.F JONES	
has been duly authorised to sign all documents in connection with	
Contract no 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)
<hr/>	
As witnesses:	
1.
2.
<hr/>	
Signature of person authorised to sign the tender:	
Date:	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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



Application for a Tax Clearance Certificate

Purpose

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

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

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

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)												
Trading name (if applicable)												
ID/Passport no						Company/Close Corp. registered no						
Income Tax ref no						PAYE ref no	7					
VAT registration no	4					SDL ref no	L					
Customs code						UIF ref no	U					
Telephone no	C O D E		N U M B E R		Fax no	C O D E		N U M B E R				
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	C O D E		N U M B E R		Fax no	C O D E		N U M B E R			
E-mail address											
Physical address											

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

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

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

Signature of representative/agent

Date

Name of representative/agent

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.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:BID NO.:

CLOSING DATE AND TIME: 27 August 2021 AT 11:00

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
		1. The accompanying information must be used for the formulation of proposals.	
		2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.	R.....
Total Bid Price			R

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies**

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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, shareholder², 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.

¹"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.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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:

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

Where

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

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

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

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

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		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 consortium³ 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.

³ 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.

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



DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

SUPPLIER MAINTENANCE:

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

BAS
 PMIS
 LOGIS
 WCS
 CONTRACTOR
 CONSULTANT

OFFICE:

The Director General : DEPT OF RURAL DEVELOPMENT AND LAND REFORM

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

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

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

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

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

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

Company / Personal Details	
Registered Name	<input style="width: 100%;" type="text"/>
Trading Name	<input style="width: 100%;" type="text"/>
Tax Number	<input style="width: 100%;" type="text"/>
VAT Number	<input style="width: 100%;" type="text"/>
Title:	<input style="width: 100%;" type="text"/>
Initials:	<input style="width: 100%;" type="text"/>
First Name:	<input style="width: 100%;" type="text"/>
Surname:	<input style="width: 100%;" type="text"/>
Postal and Street Address Detail of the Company / Individual	
Postal Address	<input style="width: 100%;" type="text"/>
Street Address	<input style="width: 100%;" type="text"/>
Postal Code	<input style="width: 100%;" type="text"/>
New Detail	
<input type="checkbox"/> New Supplier information	<input type="checkbox"/> Update Supplier information
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other (Specify)



CHIEF DIRECTORATE: PROVINCIAL SHARED SERVICE CENTRE: MPUMALANGA

DIRECTORATE: MPUMALANGA SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES

Bateleur Office Park, 17 van Rensburg Street, Mbombela. Private Bag X 11305, Nelspruit, 1200.

Tel: 013 754 8000; www.dalrrd.gov.za

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
REVIEW THE EXISTING LAND USE SCHEME FOR THE BUSHBUCKRIDGE LOCAL
MUNICIPALITY SITUATED WITHIN THE EHLANZENI DISTRICT MUNICIPALITY,
MPUMALANGA PROVINCE**

1. INTRODUCTION

1.1 The Department of Agriculture, Land Reform and Rural Development (DALRRD) requires the professional services of one (1) firm or a consortium of suitably qualified professionals to review the 2017 Bushbuckridge Land Use Scheme (LUS) situated within the Ehlanzeni District of Mpumalanga Province, in terms of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) (SPLUMA) and the SPLUMA Regulations.

2. BACKGROUND

2.1 The Land Use Management System in South Africa has for decades, disempowered Municipalities to adequately deal with issues relating to land development planning, development management, and regularization of land use activities.

2.2 Previously, to manage and regulate land use activities, municipalities developed Town Planning Schemes in terms of Provincial Ordinances. However, these Town Planning Schemes were not “wall to wall” and did not, in most instances, cover all areas within a Municipality’s area of jurisdiction. This in essence brought large parcels of land to be unaudited, resulting in Municipalities losing track of the management of land within its area of jurisdiction.

- 2.3 The above mentioned was then addressed through the introduction of SPLUMA wherein Chapter 5, Section 24 (1) requires a Municipality, after public consultation, to adopt and approve a single Land Use Scheme for its entire area within 5 years from the commencement of the Act in 2015. This implied that by 2020 all Municipalities were required to have adopted Land Use Schemes for its area of jurisdiction. This period was extended by 12 months in terms of gazette notice no. 43598.
- 2.4 A Land Use Scheme must give effect to and be consistent with the Municipal Spatial Development Framework and determine the use and development of land within the municipal area to which it relates in order to promote:
- (i) Economic growth;
 - (ii) Social inclusion;
 - (iii) Efficient land development; and
 - (iv) Minimum impact on public health, the environment and natural resources.
- 2.5 SPLUMA uses the term Land Use Scheme as opposed to older terminology of Town Planning Scheme or Zoning Scheme, to provide a single standardized term when describing the document referred to in Chapter 5 for the regulation and management of land use.

3. PURPOSE AND OBJECTIVE OF THE PROJECT

- 3.1 The Bushbuckridge Local Municipality adopted a Land Use Scheme in 2017 which covers its entire municipal area. However, it is not SPLUMA compliant. The main objective of the project is to assist Bushbuckridge Local Municipality review its existing “wall to wall” Land Use Scheme and attain SPLUMA compliance.
- 3.2 The review of the Land Use Scheme (LUS) must take cognisance of the following:
- Consistency with the Bushbuckridge Spatial Development Framework (SDF);
 - Must cater for both rural and urban areas as well as formal and informal areas found within the administrative boundaries of the Municipality;

- Promote a planning system that will better respond to the current challenges and pro-actively put in place mechanisms that will respond to future development and growth requirements;
- Must balance policy objectives with decision making;
- Provide clarity and reasons on what may or may not occur on specific parcels of land;
- Promote certainty for land use and the management thereof to create investor confidence;
- Promote amenity, efficient land use practices and reserve land for essential services;
- Resolve conflicts between different land uses and to control negative externalities;
- Enable the mix of convenient land uses, efficient movement processes and promote economic development;
- Protect natural, cultural and religious resources, unique areas, ecosystem services, areas of archaeological and historical significance, and land with agricultural potential;
- Ensure public involvement in land management decision-making processes;
- Provide for sound local regulation and enforcement procedures;
- Recognize indigenous and local spatial knowledge, land use practices and land allocation processes;
- Ensure the collaborative designation of areas for future land uses; and
- Ensure that the scheme is developed in a collaborative manner aiming at social justice and the equitable regulation of contested spaces.

4. CHARACTERISTICS OF THE LAND USE SCHEME

4.1 The reviewed comprehensive LUS must be simplified, in accordance with SPLUMA and must contain provisions for special development zones linked with economic growth, environmental management, built environment and other related special cases that may arise. The LUS clauses and maps should also be reviewed.

4.2 The reviewed LUS should be able to achieve amongst others, the following:

- Bridge the gap between old order land uses and currently approved land uses.
- Resolve conflict between different land uses.
- Promote economic, social and environmental land use sustainability.
- Protect amenities of adjacent land uses.
- Conserve natural and agricultural resources.
- Protect and promote buildings and areas with heritage significance.
- Protect cultural resources and promote culture diversities.
- Protect both the formal and the informal economy.
- Cater for both formal and informal residential settlements.

5. SCOPE OF THE PROJECT

5.1 The project will be guided by the Land Use Scheme Guidelines (2017) developed by the Department to achieve a SPLUMA-compliant LUS.

5.2 The reviewed LUS should contain amongst others at least the following:

- (i) Reflection of the development principles highlighted in SPLUMA;
- (ii) Suitable categories of land use zoning and regulations for the entire municipal area;
- (iii) Cognizance of any environmental management instrument adopted by relevant environmental management authority and must comply with environmental legislation;
- (iv) Reviewal of the provisions that permit 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;
- (v) Provisions to promote the inclusion of affordable housing in residential land development;
- (vi) Land use and development incentives to promote the effective implementation of the SDF and other development policies;
- (vii) Systems to manage and regulate both formalities and informalities found with a municipal area;
- (viii) Consistency with the Bushbuckridge Spatial Development Framework;
and

- (ix) Processes relating to Land Use Scheme enforcement.

6. PROJECT OUTCOMES

6.1 The reviewed Land Use Scheme must include at least the following:

- (x) Scheme Regulations (Scheme Clauses)
- (xi) Scheme Maps
- (xii) Zones
- (xiii) Scheme Controls
- (xiv) Design and Layout Requirements
- (xv) General Administrative powers of the LUS
- (xvi) Legal effect of LUS
- (xvii) Strategy to address illegal land uses

7. CRITICAL MILESTONES

7.1 The following Six (6) critical milestones/ phases should be used to review the LUS.

7.1.1 Phase 1: Inception

Outline a project plan in line with these Terms of Reference and clearly indicate the phases of the project. Establish a Project Steering Committee (PSC) by identifying key stakeholders. The PSC must approve the inception report and other reports of the project phases. The project plan must include but should not be limited to:

- Formulation of a draft LUS Framework
- Risk assessment and risk matrix
- Communication plan
- Consultation plan
- Public participation plan
- Possible dates for Project Management Committee (PMC) and PSC meetings

7.1.2 **Phase 2: Data Collection and Research Analysis**

Undertake data collection and analysis of the following key informants:

- Land use survey and verification including non-conforming land uses
- Cadastral and jurisdictional boundaries
- The Integrated Development Plan (IDP) and the SDF
- Aerial photography
- Land ownership verification
- Different forms of land tenure and their spatial distribution
- Defined urban areas and settlements
- Geology, soil, topography and slope analysis,
- Existing LUS
- Environmental sensitive areas,
- Existing levels of services, current demand and capacity levels as well as costs.

The information sourced from the key informants should be mapped as a set of base maps that will be used when reviewing the LUS. Meetings are needed with key stakeholders to establish the availability of information and the strategic needs for incorporation into the LUS.

7.1.3 **Phase 3: Draft Land Use Scheme and Supporting Documents**

The purpose of this phase is to plan, conceptualise and prepare the draft LUS. The draft Land Use Scheme should incorporate the findings of Phase 2. The SDF proposals should be translated into broad Land Use proposals that will give effect to the Land Use Scheme. Existing General and Land Use definitions should be reviewed.

7.1.4 **Phase 4: Consultation and Amendments**

Once the draft reviewed LUS has been completed, public participation should be

conducted (consultation with all the stakeholders including Traditional Councils and communities involved). Feedback on the amendments should be provided.

7.1.5 **Phase 5: Adoption and Application Procedures**

Prepare and submit the final draft Land Use Scheme clauses and maps and all supporting documents to the PSC.

7.1.6 **Phase 6: Close Out Process**

Final Land Use Scheme, data and supporting material should be handed over to the client. A close-out report must be prepared and submitted to the client.

8. OUTCOMES AND DELIVERABLES

8.1 The Service Provider is expected to review and align the existing “wall to wall” Land Use Scheme to the requirements of SPLUMA.

8.2 The following reporting structures will be used for the review of the existing Land Use Scheme. Other established structures may be used as alternative structures:

8.2.1 Project Management Committee:

- Department of Agriculture, Land Reform and Rural Development
- Department of Cooperative Governance and Traditional Affairs
- Bushbuckridge Local Municipality

8.2.2 Project Steering Committee must be established and will include some or all of the following stakeholders:

- Department of Agriculture, Land Reform and Rural Development
- Department of Cooperative Governance and Traditional Affairs
- Bushbuckridge Local Municipality
- Ehlanzeni District Municipality
- South African Local Government Association
- Other relevant stakeholders as may be identified by the PMC.

- 8.3 The service provider should meet all the objectives of the project as stipulated in these Terms of Reference. A document with clear deliverables is expected and should be moulded around what is stipulated under Section 3 (Purpose and Objective of the project) and Section 4 (Characteristics of the Land Use Scheme).
- 8.4 It is envisioned that the reviewed LUS will take the form of an A4 size printable booklet. All project deliverables are to be submitted to the Department of Agriculture, Land Reform and Rural Development and the Bushbuckridge Local Municipality in reproducible electronic formats, paper copies and GIS formats. The project deliverables, in all prescribed formats will become and remain the property of the Department of Agriculture, Land Reform and Rural Development and the Bushbuckridge Local Municipality.
- 8.5 All spatial data shall be clipped using the municipal boundary as per the Municipal Demarcation Board (MDB) 2016 datasets obtainable from the MDB website or on request unless there is a special need.
- 8.6 The spatial data formats-vector shall be in shapefile or geo-database formats and in WGS 84-Geographic (EPSG 4326) or LO31 (EPSG 2054) projections.
- 8.7 Raster/Imagery formats shall be in TIFF or JPEG formats in the same projections as described in 8.6 above.
- 8.8 Zones shall be assigned specific/unique symbology in colour.
- 8.9 A DVD or CD with all spatial data used in the processing accompanied by the following:
- Metadata for each layer
 - Data dictionary for all fields in the tables in MS word or Excel formats
 - Data catalogue document in MS word or Excel formats
 - Map package catalogue in MS word or Excel formats
 - Printable maps shall be provided in PDF formats A3 paper size.

9. PROJECT DURATION AND COST

9.1 The project must be completed within a period of (8) months effective from the date of appointment of the successful service provider. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled in Table 1 below:

Table 1: Project cost and timeframes.

PHASES	% PAYABLE	TIMEFRAMES	SUBMISSION/ OUTPUT
PHASE 1 Inception • Project plan and inception report	5%	2 weeks	Project Plan & Inception Report
		Inception meeting:	Meeting: Oct 2021
PHASE 2 Data Collection and Research Analysis • Research Analysis and Synthesis	15%	2 months (8 weeks)	Research and Analysis Report
		Research & analysis report	Meeting: Nov 2021
PHASE 3 Draft Land Use Scheme and Supporting Documents	25%	1 month (4 weeks)	1st Draft Land Use Scheme
		Draft Land Use Scheme	Meeting: Dec 2021
PHASE 4 Consultation and Amendments	25%	3 months 12 weeks	Consultation & Amendments
		Consultation & Amendments report	Meeting: Mar 2022
PHASE 5 Adoption and Application Procedures	10%	2 weeks	Approval of LUS by PSC
		Draft LUS	Meeting: Apr 2022
PHASE 6 Close Out Processes	15%	2 Weeks	Final Land Use Scheme
		Item to Council	Apr 2022
Retention	5%	2 weeks	Close Out Report May 2022
Total	100%	8 months	

9.2 Timeframes must be adhered to. Failure to do so will result in financial implications being imposed for any delay or non-compliance with time and quality requirements.

9.3 The amount for the final draft is payable upon approval of the document by the Project Steering Committee.

- 9.4 Milestone reports are to be forwarded by the service provider to the DALRRD as per the agreed terms. The service provider will be required to report by producing both hard and electronic copies. The milestone reports will reach the DALRRD offices no later than five working days after each PSC meeting. These reports will constitute 50% of each phase's cost, and non-delivery shall result in the automatic effecting of this penalty.
- 9.5 The tender amount should be inclusive of all disbursements, such as consultation processes and traveling.
- 9.6 Payment will be made on the basis of approved work in progress with a ceiling of 95% of the project cost. The balance (5% retention) of the project cost will only be paid after submission of all deliverables.

10. MANDATORY REQUIREMENTS

Failure to submit/attach/attend the following requirements with the proposal will disqualify the bidder's proposal.

- Valid Tax Clearance Certificate PIN issued by the South African Revenue Services (SARS), where **consortium/joint ventures/sub-contractor** are involved each party to the association must submit a separate valid original Tax Clearance Certificate.
- A resolution authorizing a particular person to sign the bid documents. In cases of a joint venture, each company/entity must submit a separate resolution authorizing a particular person to sign the bid documents, including a consolidated resolution letter on behalf of the joint venture.
- Fully completed and signed Standard Bidding Documents (SBD) 1, 4, 6.1, 8 and 9.
- The project leader to be professionally registered with the statutory body (SACPLAN) as a Professional Planner (attach certified copy of certificate dated within 6 months from the date of submission).

- Compulsory online briefing session.

11. RELEVANT SKILLS AND EXPERIENCE

- 11.1 The project requires a service provider with a Project Team Leader who is qualified as a Town and Regional Planner, registered with SACPLAN as a Professional Planner in terms of the Planning Profession Act, 2002 (a copy of valid registration certificate and a letter of good standing is to be attached). The Project Team Leader should have a minimum of 10 years' experience post registration with expertise in managing and coordinating various projects and team.
- 11.2 The service provider must have proven track record of experience in the development of Land Use Schemes.
- 11.3 It is important that the proposed team of experts cover a range of disciplines and experience including town planning, geo-spatial information analysis and management, rural development and planning law.
- 11.4 The successful service provider will also be expected to have an understanding of, and experience in, the various applicable spatial planning and land use planning legislation applicable in the area. The service provider should have the ability to interact with a variety of stakeholders as well as good research, report writing and presentation skills.
- 11.5 The successful service provider shall provide a person registered with the South African Geomatics Council in terms of the South African Geomatics Professions Act, 2013, either as a GISc Professional, GISc Technologist or GISc Technician, as part of the proposed team of experts.
- 11.6 The following is a list of selection criteria for service providers/consortiums:
- Proven technical competence in the fields of town and regional planning.
 - Appropriate portfolios and project team competencies.
 - Quality of presentation of the proposal:
 - Methodology or approach;
 - Understanding of project purpose;

- Outline of expected outputs;
- Indicators and means of verifying progress.
- Ability to read and understand a variety of spatial information and analysis.

11.7 The successful service provider must submit a list of people who will be **directly** involved in the project containing, among other things, names, qualifications and their experience. This should clearly indicate what roles each team member will play.

11.8 The team leader and selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the DALRRD. It is expected that the **team leader** will be available for all meetings and engagements where he or she will present in detail, the deliverables.

12. CAPACITY BUILDING AND SKILLS TRANSFER

12.1 The DALRRD considers skills development as an integral part of the out-sourcing process. The process should ensure that skills development and transfer is provided to the relevant DALRRD and municipal personnel. Proposals should indicate how skills development and transfer will be achieved in the DALRRD and the municipality through this project.

12.2 The service provider should be willing to work with teams appointed by DALRRD and Bushbuckridge Local Municipality for capacity building purposes.

13. INFORMATION GATHERING

13.1 The responsibility for collecting information necessary for the successful execution of the project lies entirely with the service provider appointed for the project.

13.2

14. TERMS AND CONDITIONS OF THE BID

14.1 General

- 14.1.1 The awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management general contract conditions.
- 14.1.2 The DALRRD and the successful service provider will sign a Services Level Agreement upon appointment in respect of the deliverables of the project.
- 14.1.3 Staffing requirements will be identified at the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the DALRRD.
- 14.1.4 No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the DALRRD and the Bushbuckridge Local Municipality or where duly authorized to do so in writing by the DALRRD.
- 14.1.5 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.**
- 14.1.6 The successful service provider agrees to keep all records and information of or related to the project confidential and to not disclose such records or information to any third party without the prior written consent from DALRRD.
- 14.1.7 DALRRD reserves the right to terminate the contract in the event that there is clear evidence of non-performance and non-compliance with the contract.
- 14.1.8 The short-listed service providers may be required to do a presentation in person to DALRRD; at their own cost should it be deemed necessary to do so.

14.2 Format of Proposal

- 14.2.1 All proposals are to respond to the requirements as per the Terms of Reference.
- 14.2.2 All proposals should be clearly indexed and easy to read.

15. FINANCIAL PENALTIES

15.1 Financial penalties shall be imposed upon the agreed milestones, targets, and deadline not met without providing:

- Timely notification of such delays.
- Valid reasons for the delays.
- Supporting evidence that the delays were outside of the influence of the service provider.

15.2 Payments will be made only for work performed to the satisfaction of the DALRRD and Bushbuckridge Local Municipality. The Project Steering Committee will need to take a resolution concerning the work undertaken by the service provider. This resolution will then be reflected in the minutes of the meeting. The minutes will be submitted as part of the documentation required in order to process payment.

15.3 Financial penalties will be imposed if the output produced does not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

15.4 Original signed invoices to substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the successful service provider upon acceptance of the bid.

15.5 A pricing schedule **should be submitted on a separate sheet from the technical proposal for ease of evaluation**. The pricing schedule should include the following:

- The names of the persons nominated to be used on the project;
- All monetary amounts must be in South African Rand; and
- VAT must be included.

16. UNDUE DELAY REMEDIES

16.1 Should it be found that the delay of the project in terms of the agreed delivery time period is unreasonable then for every 5 (five) days or other stipulated time frame there shall be a penalty in terms of percentages which will be deducted from the payment as indicated in Table 2 below:

Table 2: Financial implications for non-delivery of the project.

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
Phase 1: Inception	5%	10%	25%	50%	75%	100%
Phase 2: Data Collection and Research Analysis	15%	20%	40%	60%	80%	100%
Phase 3: Draft Land Use Scheme and Supporting Documents	25%	20%	40%	60%	80%	100%
Phase 4: Consultation and Amendments	25%	20%	40%	60%	80%	100%
Phase 5: Adoption and Application Procedures	10%	10%	25%	50%	75%	100%
Phase 6: Close out Process	15%	20%	40%	60%	80%	100%
Retention	5%					
Total	100%					

17. RETENTION

- 17.1 The DALRRD shall retain 5% of the total project cost in the case of late or non-delivery of the reviewed LUS.
- 17.2 The successful service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after each milestone due date.
- 17.3 The service provider may apply in time to the Department for an extension on the delivery date of any milestone; provided that the service provider gives valid reason(s) to the sole satisfaction of the Department.

18. EXTRA WORK

- 18.1 Any costs for extra work incurred over and above this bid during any phase of the project, which in the sole opinion of the Director: Spatial Planning and Land Use Management, Mpumalanga Province does not relate to the project requirements shall be borne by the service provider.

19. REPORTING AND ACCOUNTABILITY

- 19.1 During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the Project Management/ Steering Committee.

- 19.2 All information captured and or used to generate the outputs of the project remains the property of the Bushbuckridge Local Municipality and the DALRRD, and must be handed over in its totality when the project is closed. The municipality and DALRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements reached during the course of the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and the Department. This agreement must be reached and signed off together with the project plan before the project commences.

- 19.3 The project will be signed off by the Director: Spatial Planning and Land Use Management, Mpumalanga Province when:

- All the end products (refer to list the of deliverables) have been delivered and all deliverables per phase are approved by the Project Steering Committee.

20. EVALUATION CRITERIA

- 20.1 Only responsive tenders, i.e. fulfilling mandatory requirements as per clause 10 of this document, will be evaluated.

- 20.2 The tender evaluation method to evaluate all responsive tenders, tender offers will be method 2, i.e. price, preference and specification/evaluation.

- 20.3 Apply the 80/20 preference point system where a maximum of Eighty (80) tender adjudication point be awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2017.
- 20.4 Proposals will be evaluated in two phases. In the first phase, the bid documents will be evaluated individually on separate score sheets, by a representative evaluation panel according to the evaluation criteria indicated in these Terms of Reference. All Service Providers who will score less than seventy (70) out of one hundred (100) points for functionality will not be considered further.
- 20.5 The following Quality (functionality) Criteria set out in Table 3 below will be used in the evaluating of the tenders regarded as being responsive.

Table 3: Quality (functionality) Criteria.

Scoring Guide: 0- non-compliance, 1- poor, 2- fair, 3- good, 4- excellent, 5- exceeding expectations

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. RESOURCES	The Project Team Leader must be registered with SACPLAN as a Professional Planner (SACPLAN registration certificate attached plus years of experience): <ul style="list-style-type: none"> • No SACPLAN registration certificate attached – 0 • 0 up to 1 year experience - 1 • >1 up to 3 years' experience - 2 • > 3 up to 5 years 'experience - 3 • > 5 up to 10 years' experience - 4 • Above 10 years' experience – 5 	20	40
	The GIS Team Member must be registered with SAGC as a GISc Technician, GISc Technologist, GISc Professional (SAGC registration certificate attached plus years of experience): <ul style="list-style-type: none"> • No SAGC registration certificate attached – 0 • 0 up to 1 year experience - 1 • >1 up to 3 years' experience - 2 • > 3 up to 5 years 'experience - 3 • > 5 up to 10 years' experience - 4 • Above 10 years' experience – 5 	10	

	Proposed technical team and resources to be utilized in the execution of the project; (CV's clearly indicating relevant skills, knowledge, experience and qualifications must be attached)	10	
2. CAPABILITY (Track Record and Competency)	Verifiable proof of experience and area of expertise in managing & coordinating LUS projects or projects with similar skills sets requirements as in section 8 and 9 respectively. Portfolio of evidence (confirming of successfully concluded LUS projects) together with accompanying contactable referees must be submitted to support capability. <ul style="list-style-type: none"> • No proof of previous project experience attached – 0 • 0 – 1 project successfully completed - 1 • 0 – 3 projects successfully completed - 2 • 3 – 5 projects successfully completed - 3 • 5 – 9 projects successfully completed - 4 • = > 10 projects successfully completed – 5 	35	35
3. METHODOLOGY AND PROJECT MANAGEMENT	<ul style="list-style-type: none"> • Proposed Methodology and implementation plan; • Appropriateness of proposed approach and methodology • Programme with clear timelines and output • Clear reporting mechanism • The degree to which the methodology proposed is sound, professional, realistic and logical. • Method and clarity regarding presentation of the final outputs of the project. • Proposed skills transfer and Capacity Building • Proposed Project Management linked to the milestone and timeframe • Quality assurance steps indicated • Indicators and means of verifying progress 	25	25
TOTAL POINTS ON FUNCTIONALITY		100	

NB: Points scored for Quality (functionality) will not have an influence on the total tender evaluation points. Method 2 (i.e. financial offer and preferences) will be used to calculate the total tender evaluation points.

20.6 During phase 2, bidders will be further evaluated based on 80 points for price and 20 points for B-BBEE Status Level of Contribution (as indicated below):

20.6.1 In terms of Regulation 5 (2) and 6 (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 4 below:

Table 4: B-BBEE status level of contribution.

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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 20.6.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 20.6.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 20.6.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 20.6.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 20.6.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

20.6.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

20.6.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

21. Contractual Requirements

21.1 The overall project shall be completed within the period as stipulated in this document or as otherwise agreed to in writing by the Department.

21.2 Milestone reports shall be submitted as required at the end of each milestone during the running of the project.

21.3 Payments will be processed upon completion of the agreed milestones and will be made only for work completed and approved by the Department.

21.4 The Department and the Bushbuckridge Local Municipality will assume ownership of all data and information obtained during the course of the project and reserves the right to use it as it deems fit. All materials remain the property of the Department and the Bushbuckridge Local Municipality at all times and no document may be reproduced, copied, or distributed without prior written consent of the Department.

21.5 Any contractual amendments will only be binding if reduced to writing and agreed to by both parties signifying such agreement by signature of persons duly authorised to do so.

21.6 On completion of the project the service provider shall furnish the DALRRD and the Bushbuckridge Local Municipality with all original documents relevant to the project (in both digital and hard copy form).

- 21.7 All products delivered to the Department by the Consultant/Service Provider will be subject to scrutiny by the Department and the Project Management Committee. The service provider may be required to make amendments/corrections as determined by the abovementioned scrutiny bodies to whom and through whom application is made for approval. No payment will be made for rework required by any of the above bodies.
- 21.8 A retention amount will be held by the Department amounting to 5% of the value of the contract until the Department, through the Project Management Committee is satisfied that the work done is satisfactory.
- 21.9 No additional amount over and above the bid amount will be allowed after the awarding of the contract.

22. Out clause

- 22.1 DALRRD reserves the right to appoint or not to appoint a service provider, at the sole discretion of the Department.
- 22.2 DALRRD reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

23. CONTACT PERSONS

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