



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



Free State Shared Service Centre, Private Bag X 20803, Bloemfontein, 9300
Enquiries: MR G.G MATSHE Telephone (051) 4004200 Fax: (086) 621 2283

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

QUOTATION NO : DLRRD-SPLUM-SDF-01 (2025/2026)

COMPULSORY 30/10/2025

CLOSING DATE : 07/11/2025

TIME: 11:00 am

TIME: 11:00 am

APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE WITHIN A PERIOD OF 08 MONTHS, THE RECORDAL OF LAND USE AND LAND RIGHTS FOR THE BOLATA TRADITIONAL COUNCIL SITUATED IN THE MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANE DISTRICT IN THE FREE STATE PROVINCE.

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

N.B: SUPPLIERS ARE ADVISED TO REGISTER ON CSD- www.csd.gov.za

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

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

(i) Name and address of bidder. (ii) Bid Number (iii) Closing Date.

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

OR

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

Quotations, Rural Development and Land Reform Bloemfontein Office: Private Bag X 20803 Bloemfontein 9300.

Yours faithfully,

SIGNED

MR.C MAMPA
DEPUTY DIRECTOR: SCM
FREE STATE PROVINCIAL SHARED SERVICE CENTRE
DATE: 23/10/2025

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DLRRD-SPLUM-SDF-01 (2025/2026)	CLOSING DATE:	07/11/2025	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE WITHIN A PERIOD OF 08 MONTHS, THE RECORDAL OF LAND USE AND LAND RIGHTS FOR THE BOLATA TRADITIONAL COUNCIL SITUATED IN THE MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANE DISTRICT IN THE FREE STATE PROVINCE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
136 SA EAGLE BUILDING					
CHARLOTTE MAXEKE STREET					
BLOEMFONTEIN					
GROUND FLOOR					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. GLADMAN MATSHE	CONTACT PERSON	MR. ANDRE ERASMUS		
TELEPHONE NUMBER	051 400 4200	TELEPHONE NUMBER	071 676 9416		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	gladman.matshe@dlrrd.gov.za	E-MAIL ADDRESS	andre.erasmus@dlrrd.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [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, 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:

DLRRD-SPLUM-SDF-01 (2025/2026)

APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE WITHIN A PERIOD OF 08 MONTHS, THE RECORDAL OF LAND USE AND LAND RIGHTS FOR THE BOLATA TRADITIONAL COUNCIL SITUATED IN THE MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANE DISTRICT IN THE FREE STATE PROVINCE.

PRICING SCHEDULE
(Professional Services)- Firm Prices

NAME OF BIDDER:QUOTATION NO.: DLRRD-SPLUM-SDF-01 (2025/2026)

CLOSING DATE: 07/11/2025 TIME: 11H00

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

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

TOTAL QUOTATION PRICE (INCLUSIVE OF VAT)

R.....

PHASES	EXPECTED DELIVERABLES	COST (EXCLUDING VAT@15%)
PHASE 1: INCEPTION	- Administrative and technical arrangements, timelines and deliverables - Stakeholder Engagement: - Identify Interested & affected parties, notice in the local media. - Inception Meeting	R.....
PHASE 2: RESEARCH AND DEVELOPMENT	- DLRRD to develop digital platform/tool in collaboration with SP - SP to conduct training of users (data capturers and Candidate Town Planners) - Pilot land use, land rights and Household data capture. - SP to create dashboard	R.....
PHASE 3: DATA CAPTURING, ANALYSIS AND REPORTING	- Verify and complete data where there are gaps for Bolata Village. - Capturing of the Household survey results - Monitoring of dashboard	R.....

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

Bid No.:-2-

Name of Bidder:

APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE WITHIN A PERIOD OF 08 MONTHS, THE RECORDAL OF LAND USE AND LAND RIGHTS FOR THE BOLATA TRADITIONAL COUNCIL SITUATED IN THE MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANE DISTRICT IN THE FREE STATE PROVINCE.

	Feedback sessions with the Traditional Council and DLRRD	
PHASE 4:		
FINAL LAND USE AND LAND RIGHTS REGISTER	- Final Land use and land rights register and all captured data - Training manuals printed in both English and Sesotho as A6 booklets. - Final maps in digital format and milled CNC 3D models	R.....
RETENTION	Final reporting with maps in hardcopy. 5% of the actual work.	R.....
TOTAL		R.....
VAT@15%		R.....
TOTAL QUOTATION PRICE		R.....

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

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

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

Query	Name	Contact Details
Technical	Attention: Mr. A. ERASMUS	MR. ANDRE ERASMUS 071 676 9416
Bid related	Mr GG Matshe Bid Management	(051) 400 4200 gladman.matshe@dlrrd.gov.za

THERE WILL BE A COMPULSORY BRIEFING SESSION THAT WILL BE HELD REGARDING THIS BID; DATE: 30 OCTOBER 2025; TIME: 11:00; ROOM 005 (SPLUMS BOARDROOM); GROUND FLOOR; OMNI CENTRUM; 73 ALIWA STREET; BLOEMFONTEIN

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically Disadvantaged individuals”** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
 - Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to invitations to tender:

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

2.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

2.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** x 10 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

- 5.1 Will any portion of the contract be sub-contracted?
(***Tick applicable box***)

YES		NO	
-----	--	----	--

- 5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted: %
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:

- 6.2. Company registration number:

- 6.3. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

- 6.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....



OFFICE OF THE DIRECTOR: SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES, FREE STATE

73 Aliwal Street, Bloemfontein, 9301. Tel: 051 410 5800; E-mail: splumsfreestate@dlrd.gov.za ; Web: www.dlrd.gov.za

Enquiries: Ms R Goitsemodimo

Our Reference: 16/6/23/13/2/1/1/1

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE WITHIN A PERIOD OF 08 MONTHS, THE RECORDAL OF LAND USE AND LAND RIGHTS FOR THE BOLATA TRADITIONAL COUNCIL SITUATED IN THE MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANE DISTRICT IN THE FREE STATE PROVINCE.

1 INTRODUCTION

- 1.1 Following a meeting between the Branch: Spatial Planning and Land Use Management (SPLUM) and the National House of Traditional and Khoi San Leaders' (NHTKL) Sub Committee on Land and Agriculture on Wednesday, the 8th of February 2023, rural intervention precinct plans in areas under traditional leadership was presented. Approval was obtained to proceed with the implementation of the program to develop the rural intervention plans.
- 1.2 The initial phase of this program involved the identification of 12 specific areas under traditional leaders that will serve as pilot sites for the program's implementation. The Bola Village within the Bolata Traditional Council was identified as one of the 12 Intervention Areas.
- 1.3 From the studies conducted, the Bolata Village faces challenges related to unclear land tenure, fragmented land use practices, and limited formal planning frameworks. The lack of a structured land rights register has resulted in administrative inefficiencies, disputes, and barriers to investment.
- 1.4 The Department of Land Reform and Rural Development (DLRRD) through its Branch: SPLUM saw it fit that the external services be procured for the recording of land use and land rights for the Bolata Traditional Council (TC), specifically the Bolata Village.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE WITHIN A PERIOD OF 08 MONTHS, THE RECORDAL OF LAND USE AND LAND RIGHTS FOR THE BOLATA TRADITIONAL COUNCIL SITUATED IN THE MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANE DISTRICT IN THE FREE STATE PROVINCE.

This initiative will ensure legal recognition, security of tenure, and improved land management. The survey will serve as a foundation for future spatial planning, economic development, investment, and service provision.

- 1.5 Therefore, the DLRRD requires the services of a firm or a consortium of suitably qualified firms to undertake the process of recordal of land use and land rights, deemed critical towards formalisation and documentation of such land use and land rights within the Bolata TC, specifically the Bolata Village, under the Maluti-a-Phofung Local Municipality, Thabo Mofutsanyane District in the Free State Province.

2 PROBLEM STATEMENT

- 2.1 The recordal of land use and land rights aligns with the Bolata Land Planning Programme (LPP), which was developed in 2024, as it was meant to be one of the deliverables of the plan. However, due to staff capacity and limited resources, it was unable to be completed.
- 2.2 As identified by the Bolata LPP, the absence of a formal land use and land rights survey has resulted in several challenges for the Bolata Village and the administration of the land. Uncertain land tenure due to limited recognition of customary land ownership has created legal uncertainties, making it difficult for residents to secure land rights. Planning constraints have emerged as a consequence, with difficulties in integrating land uses into municipal frameworks, leading to uncoordinated development. Furthermore, the absence of tenure security deters investments from both the public and private sectors. Additionally, there have been ongoing gaps in service delivery, exacerbated by insufficient planning for infrastructure and public services, which in turn worsens the socio-economic challenges confronting the community.
- 2.3 Morena Selebalo Mopeli and Morena Khauhelo Jonathan Mopeli have expressed their need for assistance with the formalisation of a land use and land rights register for the Bolata Village.

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3 STUDY AREA

- 3.1 The Bolata Village is located within the Bolata District, Maluti-a-Phofung Local Municipality (MAP), and a Category B municipality located within the Thabo Mofutsanyane District in the eastern part of the Free State Province. The municipality forms part of a scenic tapestry, inclusive of the famous Maluti Mountains, from which the municipality is named.
- 3.2 The Bolata Village (inner boundary) is one of five villages within the Bolata District (outer boundary). The remaining four villages are Phamong, Ha-Nchebeng, Ha-Twala and Maseleng.

4 PURPOSE AND OBJECTIVE OF THE PROJECT

- 4.1 The purpose of this document is to set out the terms of reference on which professional teams should base their project proposals for the preparation of recordal of land use and land rights for the Bolata Traditional Council (Bolata Village) as well as capturing Household data. Project proposals should clearly state the approach to be adopted, the proposed methodology, relevant experience, time frame, program and associated budget and the proposed team members.
- 4.2 The main objective for the recordal of land use and land rights must be to:
- a) recognise existing types of land tenure
 - b) provide resolutions towards existing land disputes
 - c) contribute towards the spatial development vision of the Bolata LPP, Land Use Scheme and Spatial Development Framework (SDF) of the local municipality
 - d) aid towards planning and development decisions across all sectors of government
 - e) provide clear and accessible information to the public and private sector and provide direction for investment purposes
 - f) include previously disadvantaged areas, areas under traditional leadership, rural areas, informal settlements, slums and land holdings of state-owned enterprises and government agencies and address their inclusion and

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integration into the spatial, economic, social and environmental objectives of the relevant sphere

- g) address historical spatial imbalances in development
- h) provide direction for strategic developments, infrastructure investment, promote efficient, sustainable and planned investments by all sectors and indicate priority areas for investment in land development.
- i) create trust and stimulate investment
- j) take cognizance of any environmental management instrument adopted by the relevant environmental management authority

5 PROJECT OUTCOMES AND SCOPE

5.1 The recordal of land rights to form a formal land rights register as well as the capturing of Household data, will formalise land tenure by documenting land use and land rights, improve spatial planning by aligning with municipal frameworks, encourage economic growth by securing investment, and enhance service delivery through better infrastructure planning.

5.2 The following are data benefits of the project:

- **Accurate Land Ownership Records:** Establishes a formal database of land rights and tenure
- **Spatial Data for Planning:** Provides georeferenced maps for integration into municipal frameworks (SDF, IDP), and its LUS
- **Infrastructure Planning Support:** Identifies service gaps and informs future infrastructure investments
- **Economic Development Insights:** Helps assess land value, investment potential, and business opportunities
- **Conflict Resolution Data:** Reduces land disputes by clarifying boundaries and ownership claims
- **Environmental & Land Use Data:** Supports sustainable land management and conservation efforts
- **Household Data Collection:** Captures information on Household structures, population age and gender breakdown, which informs planning for education, health, and infrastructure services

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5.3 The following are the outcomes and scope of the project:

- a) Capture land use and land rights information for **all** stands within the Bolata Village
- b) Capture Household data during the recordal process, guided by a standard survey tool determined by the Project Steering Committee (PSC) and/or Project Technical Committee (PTC)
- c) View and manage the recorded information through an interactive electronic dashboard (online)
- d) Operate the system in both English and Sesotho, to ensure usability and sustainability by the Bolata TC.
- e) Ensure the platform allows for data entry, basic search, and reporting functions by non-technical users with minimal training.

5.3 Proposals are requested from suitably qualified and experienced service providers to undertake the process of recordal of land use and land rights, deemed critical towards formalisation and documentation of such land use and land rights within the Bolata TC, specifically the Bolata Village, under Maluti-a-Phofung Local Municipality, Thabo Mofutsanyane District in the Free State Province.

6 CRITICAL MILESTONES

6.1 The following critical milestones should be used when recording the land use and land rights for the Bolata TC (Bolata Village):

List of Activities for Recordal of Land use and land rights for Bolata TC (Bolata Village)	
1	Inception
1.1	Identifying Stakeholders
1.2	Stakeholder Engagement
1.3	Scope Definition
1.5	Phased time-lines (Gantt Chart)
2	Research and Development

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2.1	DLRRD to develop digital platform/tool, namely ESRI ArcGIS Field Maps, Survey 123 and Dashboard in collaboration with SP
2.2	Pilot land use, land rights and Household data capture.
2.3	SP to conduct training of users (data capturers and Candidate Town Planners)
3	Data Capturing, Analysis and Reporting
3.1	Verify and complete data where there are gaps for Bolata Village.
3.2	Capturing of the Household survey results
3.3	Monitoring of dashboard
3.4	Feedback sessions with the Traditional Council and DLRRD
4.	Final Land Use And Land Rights Register
4.1	Final Land use and land rights register and all captured data
4.2	Training manuals printed in both English and Sesotho as A6 booklets.
4.3	Final maps in digital format and milled CNC 3D models
	Final Report and Retention
	Final reporting with maps in hardcopy.

7 PROJECT DELIVERABLES

- 7.1 The service provider must utilise ESRI ArcGIS Field Maps and Survey 123, which Spatial Planning and Land Use Management Services (SPLUMS) will provide the tools and the data/information pertaining to the Bolata TC parcels.
- 7.2 Submissions that are in the form of reports should be in both hard and electronic versions (Word and PDF format). All maps contained in the reports are required as electronic image files in the *.png format with a 300dpi or higher resolution.
- 7.3 All spatial data collected must be fully compatible with ESRI ArcGIS Pro. Deliverables should include ArcGIS Pro Map Packages, geodatabases, feature classes, and layers suitable for use in both ArcGIS Desktop and ArcGIS Online environments. Additionally, web maps and layers must be published on ArcGIS Online. Feature layers must contain

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clear and descriptive attribute information. All spatial data must be accompanied by metadata that complies with ISO 19115 and SANS 1878 standards.

Ownership of all metadata, data, and spatial information generated or collected during this assignment will reside with DLRRD, which will act as the custodian of the information. A standardized GISc mapping template must be agreed upon between the service provider and the department at the project's inception to avoid delays later in the process.

- 7.4 A user-friendly digital land use and land rights register tool/platform (web-based or desktop, preferably with mobile/tablet functionality).
- 7.5 The full recordal of land use and land rights and Household data for all stands within the Bolata Village.
- 7.6 A dashboard visualisation of the Household findings.
- 7.7 Training materials and user guides in English and Sesotho for the Traditional Council to use the tool independently post-project. The training manuals to be printed (40 copies) as A6 booklets.
- 7.8 Delivery of all source code, data, user credentials and documentation to DLRRD.
- 7.9 The Service provider must provide three (3) precision milled CNC 3D models (1 000 mm x 1 000 mm) to visually and tactically communicate the project context. The base terrain is cut from high density polyurethane tooling board for dimensional stability, then sealed and finished for durability. Latest orthorectified aerial imagery is printed at high resolution and laminated onto the contoured surface to retain true colour and feature detail. Above this, the approved Land Planning Plan and land use data is laser printed on optically clear Polyethylene Terephthalate (PET) and overlaid as a removable, registration accurate layer, allowing viewers to see existing and proposed land uses, circulation networks and key infrastructure in direct relation to existing conditions. Critical elements (e.g., precinct boundaries, cadastral lines, and phasing areas) are highlighted with UV stable inks, while legend, scale bar, north arrow, and coordinate reference are integrated on the margin.

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The model includes concealed dowel points for mounting on a wall or table plinth, and an optional low profile LED edge light can be specified to enhance legibility in boardroom settings. All digital source files (CAD/CAM, GIS layers, and print layouts) will be supplied for future updates, ensuring the model remains a living decision-support tool throughout implementation.

- 7.10 To deliver on the deliverables (as stated above) the formal land use and land rights report and Household data should be in the form of text, maps, graphics and photographs. It is recommended that more visual representation (maps, graphics and photographs) form the bulk part of the spatial analysis/current reality. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.

8 PROJECT PHASES DURATION AND COST

- 8.1 The project for the recordal of land use and land rights towards formalization and documentation of such land use and land rights within the Bolata TC, specifically the Bolata Village should be completed within 08 months from the time of the appointment of the consultant. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done on this project, are scheduled in Table 2 below:

TABLE 2: PAYMENT SCHEDULE AND PROJECT PHASES

PHASES	EXPECTED DELIVERABLES	% PAYABLE	TIME FRAMES	SUBMISSION/ OUTPUT
PHASE 1: INCEPTION	- Administrative and technical arrangements, timelines and deliverables - Stakeholder Engagement: - Identify Interested & affected parties,	30%	2 Weeks	INCEPTION REPORT (Process Plan with Timelines and Gantt Chart)

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	- notice in the local media. - Inception Meeting			
PHASE 2: RESEARCH AND DEVELOPMENT	- DLRRD to develop digital platform/tool in collaboration with SP - SP to conduct training of users (data capturers and Candidate Town Planners) - Pilot land use, land rights and Household data capture. - SP to create dashboard	25%	3 Months	FUNCTIONAL FIELDMAPS AND DASHBOARD
PHASE 3: DATA CAPTURING, ANALYSIS AND REPORTING	- Verify and complete data where there are gaps for Bolata Village. - Capturing of the Household survey results - Monitoring of dashboard - Feedback sessions with the Traditional Council and DLRRD	20%	3.5 Months	80% DATA CAPTURED AND FEEDBACK SESSION REPORT
PHASE 4: FINAL LAND USE AND LAND RIGHTS REGISTER	- Final Land use and land rights register and all captured data - Training manuals printed in both English and Sesotho as A6 booklets. - Final maps in digital format and milled CNC 3D models	20%	2 weeks	LAND USE AND LAND RIGHTS REGISTER, A6 BOOKLETS, MAPS AND MILLED CNC 3D MODELS
RETENTION	Final reporting with maps in hardcopy.	05%	2 Weeks	CLOSE OUT REPORT

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TOTAL		100%	08 Months	
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9 MANDATORY REQUIREMENTS

NB: Failure to submit/attach proof of the following requirements with the proposal will disqualify the bidder's proposal/ render the proposal as non-responsive.

- 9.1 Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- 9.2 A resolution authorising a particular person to sign the bid documents: Resolution of board of directors should be on a company letter head, with all Directors of the company/ companies concerned nominating a person responsible for the project, and also the person nominated accepting nomination by appending signature on the resolution. Even if the company owner is a sole owner, the resolution should also be attached and signed.
- 9.3 Full completion of items or phases in the pricing schedule indicated on SBD 3.3:- Pricing Schedule- Firm Prices.
- 9.4 The project leader must be registered with SAGC as either a GISc Practitioner, Technologist or Technician. Attach an SAGC Membership Certificate and a letter of good standing with the Council for the current financial year.
- 9.5 Attach a proof of registration as a Professional or Technical Town and Regional Planner with SACPLAN, service provider should provide a certified copy of certificate indicating member is in good standing for the current financial year.

10 CONTRACT CONDITIONS.

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

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- 10.1 DLRRD considers skills development as an integral part of the out-sourcing process. The process should ensure that skills development and transfer is achieved within the municipality. Develop a capacity building plan for Candidate Town Planners (interns) within the department. The SPLUMS unit seconds candidates from other directorates/branches who are currently registered as Candidate Town and Regional Planners and require a range of experience, which the department may not be able to provide, to register as professionals. You are required to develop a plan identifying how you as the service provider will include the candidates in the process of the project and at what phases as well as what work they will be required to do and the related outputs of each task given to them. This will allow them to gain experience in certain tasks.
- 10.2 Progress on skills transfer to be part of the monthly progress report.
- 10.3 Any other information relevant to the determination of the suitability of the interested bidder for this project should be listed.

11 INFORMATION GATHERING

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

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12 TERMS AND CONDITIONS OF THE PROPOSAL

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

12.2 The DLRRD and successful Service Provider(s) will sign a Service Level Agreement upon appointment. Such a Service Level Agreement will include the following:

- a) Period of agreement
- b) Project objectives and scope
- c) Staffing and project secretariat
- d) Project plan and project plan management
- e) Budget
- f) Cost and fee payment
- g) Method of communication
- h) Reporting relationship
- i) Deliverables and terms of deliverables
- j) Form and formats of working papers
- k) Reviews
- l) Uncompleted work
- m) Confidentiality
- n) Disputes; and
- o) Financial penalties and termination of contract.

12.3 The service provider should submit an acceptance letter and be available to commence with the project within five (5) days after receiving official order and the service level agreement signed.

12.4 During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to provide a dedicated Project Manager who will organise the progress report meetings and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.

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- 12.5 Project team members must be available for the duration of the project, the service provider is not allowed to change the composition without prior consent of the DLRRD.
- 12.6 Any deviation from the project plan should be put in writing and signed by the project manager of DLRRD.
- 12.7 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 12.8 Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 12.9 Financial penalties will be imposed for agreed upon milestones, targets, and deadline not met without providing:
- a) Timely notification of such delays.
 - b) Reasons for the delays.
 - c) Supporting evidence that the delays were outside of the influence of the service provider.
- 12.10 Payment will ONLY be made as per deliverables and upon SATISFACTION of services rendered or good and quality products delivered. Therefore, original invoices submitted for payments must be submitted for payment with relevant supporting documents. No copies or e-mailed invoices will be processed.
- 12.11 Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverable criteria as stipulated in the General Conditions of Contract.
- 12.12 Original invoices to substantiate all costs must be provided. The invoices should include the Department of Land Reform and Rural Development order number that will be provided to the selected service provider upon acceptance of the proposal.
- 12.13 When DLRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DLRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DLRRD.

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- 12.14 The department reserves the right not to appoint anyone.
- 12.15 No material or information derived from the provision of the services under the contract may be used for any other purposed except for those of the DLRRD, except where duly authorized to do so in writing by the DLRRD.
- 12.16 Copyright in respect of all documents and data prepared or developed for the project by the Service Provider shall be vested in DLRRD.
- 12.17 The successful Service Provider agrees to keep confidential all records and information related to the project and not disclose such records or information to any third party without the prior written consent of DLRRD.
- 12.18 Monthly reports for the duration of the project will be forwarded by the service provider to the Free State office of the DLRRD – Spatial Planning and Land Use Management Services (SPLUMS) situated in Bloemfontein on the 1st working day of every month. The service provider will be required to report via a written electronic report.

13 REPORTING AND ACCOUNTABILITY

- 13.1 All team members must be available for the duration of the project and the service provider is not allowed to change the composition without prior consent of the department.
- 13.2 During the execution of the project, the service provider will be required to submit progress reports and attend meetings at intervals as it will be determined by the project team or steering committee managing the project.
- 13.3 All information captured and or used to generate the outputs of the project remains the property of DLRRD and must be handed over in its totality when the project is closed. DLRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and DLRRD. This agreement must be reached and signed off together with the project plan before the project commences.

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14 EVALUATION CRITERIA

14.1 **Second Stage- Evaluation on Functionality** - The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

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

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

EVALUATION CRITERION GUIDE

Scoring Criterion	1 = Poor	2 = Average	3 = Good	4 = Very Good	5 = Excellent
Team leader must be registered with the South African Geomatics Council (SAGC) in any of the following categories GISc Practitioner, Technologist or Technician, with a minimum of five (5) years' post	No attachment or not registered with SAGC as either a GISc Practitioner, Technologist or Technician, no attached experience or less than 5 years post registration.	N/A	Attached a Geographic Information Practitioner, Technologist or Technician registered with SAGC and with 5 years post registration.	Attached a Geographic Information Practitioner, Technologist or Technician registered with SAGC and with 6-7 years post registration.	Attached a Geographic Information Practitioner, Technologist or Technician registered with SAGC. Additionally 8 or more years post registration.

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Scoring Criterion	1 = Poor	2 = Average	3 = Good	4 = Very Good	5 = Excellent
registration experience.					
Team Leader must have project management experience and expertise in managing and coordinating a multi-disciplinary project that is GIS related.	No attachment or managed less than 3 projects.	N/A	Team Leader managed a minimum of 3 projects. Attach 3 proves of experience working on a similar GIS project, which serves as proof of project management experience.	Team Leader managed a minimum of 4-5 projects. Attach proof of 4-5 GIS related projects, which serves as proof of project management experience.	Team Leader managed a minimum of 6 or more projects. Attach proof of 6 or more GIS related projects, which serves as proof of project management experience.
A minimum of 1 Planner registered as Professional or Technical Town and Regional Planner with SACPLAN, with a minimum of 3 years post registration experience in Spatial Planning and	No attachment or No planners information added or less than 3 years' experience	N/A	Attached 1 planner with 3 years of experience	Attached 2 planners with 3 years of experience for each.	Attached 3 planners with 3 or more years of experience each.

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Scoring Criterion	1 = Poor	2 = Average	3 = Good	4 = Very Good	5 = Excellent
land use management.					
Methodology	Panel members will be using their own discretion to allocate points based on the information provided by bidders. The more the information provided in line with what is required the higher the points.				

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. Capability: Firm's experience, track record and competency	The team leader must be registered with South African Geomatics Council (SAGC) as GISc Practitioner, Technologist or Technician. Refer to Evaluation Criterion Guide for requirements of team leader. Attach an SAGC Membership Certificate and a letter of good standing with the Council for the current financial year.	20	40
	Team Leader must have usefully managed a minimum of 3 GIS related projects. Attach a C.V demonstrating successful completion of previous projects in the related field with contactable reference.	20	
CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
2. Composition of Technical Team	Composition of technical team to be utilized in the execution of the project consists of the below professions: Attach certified copies of registration certificate as a registered Professional or Technical Planner a minimum of 3 years' post registration experience.	25	25
3. Methodology (Evaluation members will use their own discretion based on the information provided). The more information provided the higher the points	Clear approach and methodology of how the project deliverables will be executed in accordance to the project phases. A project plan should demonstrate an approach on how deliverables will be achieved with clear time frames. Indicate approach to be utilised in the training of the Traditional Council and data capturers.	35	35

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The Bids that fail to achieve 60 points for functionality will be disqualified.

14.3 Third Stage-Evaluation in terms of 80/20 Preference Points System

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

Calculation of points for price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Thus, bidders who provide the lowest management fee will get full 80 points for price.

14.4 Calculating of points for designated groups.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table below as may be supported by proof/documentation stated in the conditions of this tender:

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of - an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

Table: Specific goals for the tender and points claimed are indicated per the table below.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE WITHIN A PERIOD OF 08 MONTHS, THE RECORDAL OF LAND USE AND LAND RIGHTS FOR THE BOLATA TRADITIONAL COUNCIL SITUATED IN THE MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANE DISTRICT IN THE FREE STATE PROVINCE.

(Note to organs of state: Where either the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

14.5 DALRRD reserves the right not to award the bid to any service provider(s).

15 PROJECT MANAGEMENT WITHIN DLRRD

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

16 OUTCLAUSE

16.1 The Department of Land Reform and Rural Development reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.

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

17 PUBLICATION

17.1 E-tender (23 OCTOBER 2025)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE WITHIN A PERIOD OF 08 MONTHS, THE RECORDAL OF LAND USE AND LAND RIGHTS FOR THE BOLATA TRADITIONAL COUNCIL SITUATED IN THE MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANE DISTRICT IN THE FREE STATE PROVINCE.

18 COMPULSORY BRIEFING SESSION INFORMATION:

THERE WILL BE A COMPULSORY BRIEFING SESSION THAT WILL BE HELD REGARDING THIS BID.

DATE: 30 OCTOBER 2025

TIME: 11:00

ROOM 005 (SPLUMS BOARDROOM)

GROUND FLOOR

OMNI CENTRUM

73 ALIWAL STREET

BLOEMFONTEIN

19. ADVERT DATE: 23 OCTOBER 2025

CLOSING DATE: 07 NOVEMBER 2025

TIME OF CLOSING: 11H00

VENUE WHERE BIDS/ PROPOSALS SHOULD BE DEPOSITED:

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

SA EAGLE BUILDING

136 CHARLOTTE MAXEKE STREET

BLOEMFONTEIN

TENDER BOX, SITUATED ON GROUND FLOOR NEXT TO SECURITY

20. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

DIRECTOR: SPATIAL PLANNING AND LAND USE MANAGEMNET SERVICES (SPLUMS)

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL

DEVELOPMENT, OMNI CENTRE, 73 ALIWAL STREET, BLOEMFONTEIN, 9301

Attention: Ms Relebogile Goitsemodimo

Telephone: 051 410 5800

Email: Relebogile.Goitsemodimo@dlrrd.gov.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE WITHIN A PERIOD OF 08 MONTHS, THE RECORDAL OF LAND USE AND LAND RIGHTS FOR THE BOLATA TRADITIONAL COUNCIL SITUATED IN THE MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANE DISTRICT IN THE FREE STATE PROVINCE.

SCM/ BID RELATED ENQUIRIES

Mr. Gladman Matshe

Tel: 051 400 4200

Email: gladman.matshe@dlrrd.gov.za

Or

Me Palesa Nhlapo

Tel: 051 400 4200

Cell phone Number: 073 433 6144

Email: Palesa.Nhlapo@dlrrd.gov.za

Or

Mr. Calvin Mampa

Tel: 051 400 4200

Cell phone Number: 071 600 0627

Email: Calvin.Mampa@dlrrd.gov.za

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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