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 QUOTE TO THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT:

QUOTATION NO : DLRRD-SPLUM-LAP-01 (2026/2027)
COMPULSORRY N/A **TIME: 11:00 am**
CLOSING DATE : 16/09/2026 **TIME: 11:00 am**

APPOINTMENT OF A SERVICE PROVIDER, FIRM OR CONSORTIUM TO DEVELOP A LAKE XHARIEP TOURISM CORRIDOR LOCAL AREA PLAN TO BE WITHIN UMSOBOMVU LOCAL MUNICIPALITY IN THE NORTHERN CAPE, THE KOPONONG LOCAL MUNICIPALITY IN THE FREE STATE, AND THE WALTER SISULU LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

QUOTATION PROPOSAL/S 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 3.1, 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, Department of Land Reform and Rural Development, Bloemfontein Office: Private Bag X 20803 Bloemfontein 9300).

Yours faithfully,

SIGNED

MR.C MAMPA
DEPUTY DIRECTOR: SCM
FREE STATE PROVINCIAL SHARED SERVICE CENTRE
DATE: 09/09/2026

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	DLRRD-SPLUM-LAP-01 (2026/2027)	CLOSING DATE:	16/09/2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER, FIRM OR CONSORTIUM TO DEVELOP A LAKE XHARIEP TOURISM CORRIDOR LOCAL AREA PLAN TO BE WITHIN UMSOBOMVU LOCAL MUNICIPALITY IN THE NORTHERN CAPE, THE KOPONONG LOCAL MUNICIPALITY IN THE FREE STATE, AND THE WALTER SISULU LOCAL MUNICIPALITY IN THE EASTERN CAPE 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	Ms. Kelly Nadesan
TELEPHONE NUMBER	051 400 4200	TELEPHONE NUMBER	083 525 4674
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	gladman.matshe@dlrrd.gov.za	E-MAIL ADDRESS	kelly.nadesan@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-LAP-01 (2026/2027)

APPOINTMENT OF A SERVICE PROVIDER, FIRM OR CONSORTIUM TO DEVELOP A LAKE XHARIEP TOURISM CORRIDOR LOCAL AREA PLAN TO BE WITHIN UMSOBOMVU LOCAL MUNICIPALITY IN THE NORTHERN CAPE, THE KOPONONG LOCAL MUNICIPALITY IN THE FREE STATE, AND THE WALTER SISULU LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

PRICING SCHEDULE

(Professional Services)- Firm Prices

NAME OF BIDDER: .....QUOTATION NO.: **DLRRD-SPLUM-LAP-01 (2026/2027)**

CLOSING DATE: 16/09/2026 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	• Project Plan / Inception Report	R.....
Phase 2: Data Collection and Analysis	Status Quo Report	R.....
Phase 3: LAP and Implementation Plan Drafting	First Draft LAP and Draft Implementation Plan	R.....
Phase 4: Public Consultation (60 days public participation period as per LM by-laws)	Draft LAP and Draft Implementation Plan inclusive of Consultation Report	R.....
Phase 5: LAP and Implementation Plan	Final LAP and Implementation Plan	R.....

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

Name of Bidder: .....

APPOINTMENT OF A SERVICE PROVIDER, FIRM OR CONSORTIUM TO DEVELOP A LAKE XHARIEP TOURISM CORRIDOR LOCAL AREA PLAN TO BE WITHIN UMSOBOMVU LOCAL MUNICIPALITY IN THE NORTHERN CAPE, THE KOPONONG LOCAL MUNICIPALITY IN THE FREE STATE, AND THE WALTER SISULU LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

Phase 6: RETENTION (Final submission of LAP and its Implementation Plan) Close-Out Report	Close-Out Report and All specified deliverables are to be submitted.	R.....
TOTAL		R.....
VAT@15%		R.....
TOTAL QUOTATION PRICE		R.....

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

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

Query	Name	Contact Details
Technical	Attention: Ms. KELLY NADESAN	083 525 4674 Kelly.nadesan@dlrrd.gov.za
Bid related	Mr GG Matshe Bid Management	(051) 400 4200 gladman.matshe@dlrrd.gov.za

THERE WILL BE A NO BRIEFING SESSION THAT WILL BE HELD IN RESPECT OF THIS PROJECT.

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

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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

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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

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1. GENERAL CONDITIONS

1.1 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

1.2 **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.

1.3 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.

1.4 **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

1.5 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.

1.6 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.

1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:

- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

- Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

- Who has a disability – **attach doctor's letter confirming the disability**

- Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

2. 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 bid 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; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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 or 90 points is allocated for price on the following basis:

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

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

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 table 1 below 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.

Table 1: 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. Who had no franchise in national elections before the 1983 and 1993 Constitution	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. 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]

4.6. 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: .....

.....

.....

.....

land reform &
rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

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@dlrrd.gov.za ; Web: www.dlrrd.gov.za

Enquiries: Mr Stephanus Minnie/Ms K Nadesan
Our Reference: 16/6/2/3/4/2/2/1

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR CONSORTIUM TO DEVELOP A LAKE XHARIEP TOURISM CORRIDOR LOCAL AREA PLAN TO BE WITHIN UMSOBOMVU LOCAL MUNICIPALITY IN THE NORTHERN CAPE, THE KOPONONG LOCAL MUNICIPALITY IN THE FREE STATE, AND THE WALTER SISULU LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

1. INTRODUCTION.

The Department of Land Reform and Rural Development (DLRRD), with support from the Office of the Premier: Free State, hereby invites proposals from suitably qualified and experienced service providers to develop a Lake Xhariep Tourism Corridor Local Area Plan. The LAP is a multi-provincial development area spanning the Free State, Norther Cape and Eastern Cape Provinces and will follow a LAP process aligned to SPLUMA, national and provincial spatial development frameworks and the District Development Model.

2. BACKGROUND.

2.1 The LAP has been identified as a catalytic, multi-provincial development project of strategic importance for rural economic revitalisation, spatial integration, land-use optimisation, tourism development and renewable-energy investment. Lake Xhariep represents the largest dam system in South Africa and holds significant ecological, agricultural, tourism and renewable-energy potential.

2.2 The initiative has been prioritised through intergovernmental engagements between the Free State, Northern Cape and Eastern Cape Provinces, including Tri-Premiers' engagements, and aligns with the approved Free State and Northern Cape Provincial Spatial Development Framework (PSDF), and the, Eastern Cape PSDF which is currently

Department of Land Reform and Rural Development | Departement van Grondhervorming en Landelike Ontwikkeling | UmNyango wokuBuyiselwa kweNarha nokuThuthukisa iiNdawo zemaKhaya | ISebe loBuyekezo lweMihlaba noPhuhliso lwamaPhandle | UMnyango Wezinguquko Kwezomhlaba Nokuthuthukiswa Kwezindawo Zasemaphandleni | Kgoro ya Peakanyoleswa ya Naga le Tlhabollo ya Dinagamagae | Lefapha la Kabobotjha ya Naha le Ntshetsopele ya dibaka tsa Mahaeng | Lefapha laTokafatso ya Lefatshe le Tlhabololo ya Magae | Litiko Letingucuko Kutemhlaba Nekutfutfukiswa Kwetindzawo Tasemaphandleni | Muhasho wa Mbuyedzedzo ya Mavu na Mveledziso ya Mahayani | Ndzawulo ya Antswiso wa Misava na Nhluvukiso wa Matikoxikaya.

under review. The plan shall be developed and implemented in alignment with all relevant sector departmental plans.

2.4 A LAP is a strategic spatial planning instrument that articulates a clear and shared vision for the future development trajectory of a defined geographic area. The LAP will establish an integrated spatial, economic and land-use management framework to guide development, investment and land-use change across a multi-provincial landscape. The plan aims to achieve balanced environmental protection, inclusive social development and sustainable economic growth.

2.5 The plan must holistically consider all factors influencing the local area, including its settlement patterns, rural and urban land uses, environmental and water resources, economic activities, infrastructure networks, mobility and access systems, and institutional arrangements. A critical component of the LAP process is meaningful stakeholder and community engagement, ensuring that the aspirations, needs and local knowledge of communities, landowners, business stakeholders and the development sector inform the future evolution of the Development District.

2.6 The Lake Xhariep Tourism Corridor LAP will inform coordinated public- and private-sector interventions to stimulate economic growth and spatial transformation through integrated social, spatial and economic development or regeneration initiatives. The intention is to initiate, stabilise, consolidate and promote sustainable economic activity across the Development District by unlocking investment opportunities, strengthening value chains and proposing appropriate land-use management measures, spatial interventions and development intensities at identified nodes and priority areas.

2.7 The proposals contained in the LAP must provide medium- to long-term strategic guidance to support the development of spatially integrated, economically productive and environmentally resilient LAPs within the LAP. The interventions should promote efficient land-use patterns, improved accessibility, safety, place-making, institutional coordination and effective management, while advancing spatial restructuring, sustainable communities, poverty alleviation, economic diversification and environmental sustainability at a regional scale.

2.8 The proposals in the LAP should inform the overall development of the local area in terms of medium to long-term strategic interventions required to promote the development of a spatially and economically integrated local area that is attractive, efficient, convenient,

safe and effectively managed. The interventions will also promote restructuring, sustainable communities, economic development, poverty alleviation and environmental sustainability.

2.9 The primary aim of the LAP is the arrangement of land use and infrastructure associated with the needs of specific communities within administrative regions. It integrates transportation, environment, education, economic development, rural development, rural enterprise support/development, social, residential development and other developmental requirements. The LAP is also to provide a new desired development pattern to a functionally obsolete area, alter existing land use disparities, protect and promote existing predominant or preferred future dominant land uses and associated ancillary or compatible land uses.

In doing so, the LAP must:

- Provide a new and coherent spatial development logic for identified priority areas and development nodes within the local area;
- Address historical spatial inefficiencies and land-use disparities;
- Protect and promote existing productive land uses and environmental assets while enabling compatible future development;
- Support diversified rural and regional economies linked to agriculture, agri-processing, tourism, renewable energy, biodiversity and innovation.

Core attributes of the LAP may include, but are not limited to:

- Structuring and strengthening identified development nodes into safe, accessible and functional mixed-use activity areas;
- Unlocking catalytic development opportunities linked to the lake, river systems and surrounding landscapes;
- Enhancing physical, economic and institutional linkages within the Development District and between the Free State, Northern Cape and Eastern Cape Provinces;
- Achieving an appropriate balance between development, ecological systems and water-resource protection;

- Establishing a strong regional sense of place informed by cultural, natural and economic landscapes;
- Developing an integrated regional open-space and ecological network; and
- Contributing to the overall socio-economic development objectives identified in applicable District and Local Integrated Development Plans (IDPs), District and Municipal Spatial Development Frameworks (SDFs), Provincial Spatial Development Frameworks and relevant national and regional strategies.

The Lake Xhariep Tourism Corridor LAP will serve as a guiding implementation framework for coordinated public and private investment and will form the basis for spatial prioritisation, infrastructure planning, land-use decision-making and project packaging across the study area.

3. MATTERS TO BE ADDRESSED IN THE LAP.

3.1 The LAP should include proposals to form the basis of a land use scheme or proposed amendments to an existing land use scheme that are required to establish and manage the local area, such as:

- land use controls to protect and promote economic development within the local area;
- land use controls to protect and promote regional landscape values and rural industries and economic activities within the local area;
- levels of development assessment for land use changes within the local area;
- modified controls to promote opportunities to diversify, innovate and value-add to activities within the local area;
- options to prevent incompatible land uses within the local area;
- identifying key areas where the local area can sustain industry;
- preventing inappropriate fragmentation of land;
- proposals for the preservation and restoration of existing conservation worthy buildings, vegetation and trees;
- development proposals to promote culture and recreation as an integral part of the development; and
- Development proposals for all land uses that falls within the local area.

3.2 The LAP should detail the type, location, size and configuration of the proposed local area. Depending on these factors, some of the matters discussed in paragraph 2 of this TOR may have relevance to the proposed LAP. The LAP should indicate the relevance of each matter and detail how relevant matters have been addressed.

3.3 Enhancing infrastructure and investment opportunities for activities. The LAP should identify opportunities to coordinate and integrate conservation and urban planning, especially planning for local and regional infrastructure. This information can be used to assist in prioritising infrastructure options such as transport, service networks and water supply systems. The LAP should improve the exchange of benefits of regional and local infrastructure between urban areas and rural areas.

3.4 Enabling business and industries to diversify, adjust, innovate and value-add. The LAP should include strategies and actions that support the diversification of compatible activities, encourage innovative land-use planning and management, assist in implementing adjustment strategies, or add value to activities within the local area.

3.5 Identifying alternative economic uses of land. The LAP should aid in identifying alternative economic uses of land by establishing a vision and identifying economic, social and environmental opportunities and constraints to improve the profitability and sustainability of natural resource use.

3.6 Protecting and promoting productive activities with the local area and associated regional landscape values within the LAP. The LAP should aid in identifying strategies and actions that protect and promote productive activities, including the range of landscape values supported by the local area. In addition, the plan should help identify opportunities and constraints to promote the ecologically sustainable development of the natural resources within the local area.

3.7 Sustaining benefits to the community derived from the natural environment. The LAP should protect the environmental and natural resource values of the area by protecting or promoting activities that employ best practice management, maintain or enhance ecosystem services, and/or implement regional natural resource management plans.

3.8 <u>Scheme and SDF amendments.</u>

This section should identify how the proposed land use planning scheme and SDF amendments achieve the planning intent for the local area by describing how the proposed assessment tables, planning and subdivision controls, and any land-use restrictions satisfy the matters listed above.

3.9 Management and Implementation strategies.

This section should identify how other planning and management initiatives contribute to achieving the planning intent of the local area and the matters listed above.

4. LAP PROCESS.

The development of the LAP in terms of this Project should ideally follow the following phases: -

Step 1 - Inception

Advise the relevant stakeholders of the intent to draft local area plan proposals for the Lake Xhariep Tourism Corridor Local Area Plan. A Gantt chart indicating timelines for deliverables for each phase should form part of this phase as well as defining the study area. Confirmation of the name of the project.

Step 2 – Data Collection and Analysis

Undertake data collection and analysis of the local area environment, existing land use activities and land use management controls, and relevant matters and development issues, including targeted consultation with the municipality, sector departments and other stakeholders on the proposed initiatives for the identified area. The analysis should result in alternatives for the best possible way to develop the area in terms of detail planning and proposed projects.

Step 3 – LAP Drafting

Draft detail design of proposed projects with costing for implementation. This should include but not be limited to a detailed indication of land uses and densities, existing and proposed built form (including historical and heritage sites), urban design proposals, movement, public space, services, public amenities and infrastructure. A list of key interventions and projects including design interventions should also be a part of this stage.

Step 4 – First Review

Submit draft LAP and design guidelines for review to the municipality to check on alignment with local principles, policies and plans. An electronic and hard copy of draft LAP to be submitted to DLRRD. It is expected from the Service Provider to sensitise landowners about the intentions of the Municipality by means of sufficient notification in the local media.

Step 5 – Incorporation of Amendments / Requirements

Amend draft LAP to include comments.

Step 6 – Public Notification

Public notification and call for comments on the draft LAP for a minimum of 60 days.

Consider all submissions and amend the draft LAP accordingly.

Step 7 – Final Submission and Approval of LAP

Submit the final LAP to the Project Steering Committee for review and approval and then to the relevant local municipalities, to continue with their approval process.

5. DELIVERABLES.

5.1 The Service provider would be expected to submit final consolidated report which consists of:

- The **LAP** with the respective maps at an appropriate scale (four parts, the whole LAP and 3 individual parts per LM), accompanied by:
- **LAP Reports** that documents the results of technical studies, analyses and community consultation undertaken during the development of the LAP; and demonstrates the consistency of the proposed LAP with the Spatial Development Frameworks, Integrated Development Plans and relevant policies of the relevant Local and District Municipalities.
- **List of implementation actions** that indicate how the Municipalities intend to manage the LAP. This should include both statutory and non-statutory implementation measures (a governance framework for the entire LAP).

5.2 The **LAP Report** presents the results of technical analyses of data that address the matters set out in section 3 of this ToR; and

- uses the best-available information held by all organs of state, research organisations and other relevant stakeholders;
- provides adequate analysis and rationale to support the objectives of the LAP; and
- includes a summary of consultation activities, submissions and responses.

5.3 Information that may be relevant for developing the LAP and to establish and manage a LAP includes the identification and/or analysis of:

- existing local area character;
- land attributes and constraints (SWOT Analysis);
- geology and geotechnical characteristics (linked to developmental potential of the local area);
- good quality agricultural land;
- pastoral production land or grazing areas
- rural enterprises / economic development opportunities;
- mining and extractive resources;
- topography;
- hydrology;
- proximity to waterways, dams and other water resource infrastructure and supplies;
- existing and future noise sources;
- environmental hazard/risk;
- nature conservation areas;
- public utility network;
- tourism/scenic amenity;
- transport network including public transport networks;
- other critical infrastructure;
- relationship/proximity to towns & villages;
- population and demographics
- publicly accessible open space and recreation areas, networks/linkages
- areas of cultural/historic/heritage significance
- land use (types of rural uses undertaken in the local area); and
- consultation issues

- Map packages and metadata and register final spatial products with the Council of Spatial Informtion (CSI), of the GISc work done, where mapping was used and produced (all in ArcGIS Pro).

5.4 A list of implementation actions proposed to establish and manage the LAP should include:

- proposed planning scheme and SDF amendments;
- other implementation actions, such as collaborations with other organisations, including the linkages with, or dependence on, other actions or stakeholders;
- List of Key Projects;
- Capital Expenditure Framework (within a priority matrix);
- Prioritised list of developmental interventions and spatial location;
- Cost and budget estimates;
- Timelines and phasing of development;
- Possible sources of finance;
- Implementation agent/s and their roles and responsibilities;
- Recommendations for the revision of existing policies or strategies, where necessary;
- Proposals on how the LAP can be used for the implementation of projects by Sector Departments;
- Institutional capacity recommendations;
- Proposals for handing over the project;
- Develop monitoring and evaluation tools to ensure that the LAP is implemented accordingly; and
- Proposals on how the LAP should be marketed to attract investment and implementation of projects by sector departments.

5.5 At the project management and project steering committees, the service provider is expected to make a PowerPoint presentation of particular phases of the project, as well as to be responsible for taking minutes of all meetings which will to be provided to DLRRD to circulate to the relevant committees. The service provider will also be responsible for making any presentations to the relevant Municipal Councils, if required.

5.6 The service provider should produce 10 per province posters, 10 per province Pull – up Banners and 10 per province of the printed and bound documents of the final product

(whole document) and 10 per LM (the individual part per LM and the whole document), in close collaboration with the Project Steering Committee. Drafting the ArcGIS StoryMap (including original photos) and three 3D models. LAP Content to be provided to the LMs to be included on their websites.

6. SOLUTION PARAMETERS / INFORMATION GATHERING.

6.1 The successful Service Provider is expected to contact all the relevant and required officials and units within and outside government to obtain relevant information that is required for the project. Existing information on SDFs/Local Plans which are available within DLRRD generally will be made available to the successful service provider.

However, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.

6.2 In order to deliver on the following deliverables, the LAP should be in the form of text, maps, graphics and photographs. A tabular format shall be used for the purpose of summarising the information collected.

6.3 It is recommended that more visual representation (maps, graphics and photographs) form the bulk part of the spatial analysis/current reality and the conceptual framework section of the LAP. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.

6.4 Submissions should be in the form of both hard and electronic versions of the LAP. 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 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.

6.5 The municipality and DLRRD will comment on it and send it back to the service provider for amendment purposes.

7. PROJECT TIME FRAME

It is expected that the project will be completed within eight (8) months from the date of appointment. All relevant documentation will be provided to the service provider.

8. OTHER REQUIREMENTS TO BE CONSIDERED.

A capacity building plan for Candidate Town Planners within the DLRRD, related sector departments and all affected local municipalities to be developed. 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.

9. BUDGET

The successful service provider shall complete a pricing schedule (SBD 3.1 – Firm Prices) detailed breakdown of costs and submit it together with the proposal. Competitive pricing and functional competence of the service provider will be major considerations in the evaluation of proposals.

10. PROJECT MANAGEMENT WITHIN DLRRD.

This project will be facilitated by a team consisting of officials from the Department of Land Reform and Rural Development (DLRRD), the Free State Office of the Premier, the municipality within which the LAP is located, and any other person/s appointed by DLRRD.

11. PROJECT DURATION AND COST

11.1 It is expected that the project be completed in a period of 8 months effective from the date of appointment. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled under Table 2.

11.2 Due to the urgency of the project it is critical that timeframes are strictly adhered to. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

TABLE 2: PROJECT COST AND TIME FRAME

PHASES	% PAYABLE	TIME FRAMES	DELIVERABLES/ OUTPUT
Phase 1: Inception	25%	1 month	Project Plan / Inception Report
Phase 2: Data Collection and Analysis	20%	2 months	Status Quo Report
Phase 3: LAP and Implementation Plan Drafting	15%	2 months	First Draft LAP and Draft Implementation Plan
Phase 4: Public Consultation (60 days public participation period as per LM by-laws)	15%	2 months	Draft LAP and Draft Implementation Plan inclusive of Consultation Report
Phase 5: LAP and Implementation Plan	15%	1 months	Final LAP and Implementation Plan
Phase 6: RETENTION (Final submission of LAP and its Implementation Plan) Close-Out Report	10%		Close-Out Report and All specified deliverables are to be submitted.
Total	100%	8 months	

11.3 Monthly progress reports (per phase) will be forwarded, for the duration of the project, by the service provider to the Free State DLRRD – Spatial Planning and Land Use Management Services (SPLUMS) directorate situated in the Bloemfontein. The service provider will be required to report via a written and electronic report.

12. CONDITIONS

12.3 It is therefore recommended that the service provider ensures that people with relevant skills are part of the project. A list of people containing, among other things, names, qualifications and experience who will be directly involved in the project must be submitted. This should clearly indicate what roles each team member will play. A company/team profile containing, among other things, names, qualifications and experience of persons who will be directly involved in the project must be included.

12.4 All team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties. The selected team members shall remain the same for the duration of the project and cannot be changed without prior discussions with and approval from the Municipality.

13. CAPACITY BUILDING AND SKILLS TRANSFER

13.1 DLRRD considers skills development as an integral part of the out-sourcing process. The process and proposal should ensure that skills development and transfer is achieved within the municipality, as well as the department and relevant sector departments.

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14. TERMS AND CONDITIONS OF THE BID

15.1 General

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

15.1.2 The DLRRD and Service Provider will sign a contract for (SBD 7.2) agreement upon appointment.

15.1.3 Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department of Land Reform and Rural Development.

15.1.4 No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the DLRRD, except where duly authorized to do so in writing by the DLRRD.

15.1.5 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DLRRD.

15.1.6 The successful Service Provider agrees to keep all records and information of or related to the project confidential and not to disclose such records or information to any third party without the prior written consent of DLRRD.

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

15.1.8 The short-listed service providers may be required to do a presentation in person to the department; at their own cost should it be deemed necessary to do so.

15.2 Travel and Accommodation.

15.2.1 All travel and accommodation must be included in the tender amount and not considered to be separate claims.

15.3 Format of Proposal.

15.3.1 All proposals are to respond to requirements as per the Terms of Reference

15.3.2 All proposals should be clearly indexed and easy to read

16. FINANCIAL PENALTIES.

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

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

16.2 Payments will be made only for work performed to the satisfaction of the Department of Land Reform and Rural Development (DLRRD). The Project Steering Committee will need to take a resolution concerning the work undertaken by the service provider. This resolution will then be reflected in the minutes of the meeting. The minutes will be submitted as part of the documentation required in order to process payment.

16.3 Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

16.4 Original copies of invoices to substantiate all costs must be provided. The service provider's invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project, for what purpose those hours were spent and to what extent the objectives were achieved. No copies, faxes or e-mailed invoices from the service provider will be processed.

16.5 No separate pricing schedule will be accepted. Only SBD 3.1 – Firm Prices will be accepted for pricing.

UNDUE DELAY REMEDIES.

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

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
Phase 1:	25%	**10%**	**25%**	**50%**	**75%**	**100%**

Inception						
Phase 2: Data Collection and Analysis	20%	**20%**	**40%**	**60%**	**80%**	**100%**
Phase 3: LAP and Implementation Plan Drafting	15%	**20%**	**40%**	**60%**	**80%**	**100%**
Phase 4: Public Consultation	15%	**20%**	**40%**	**60%**	**80%**	**100%**
Phase 5: LAP and Implementation Plan	15%	**20%**	**40%**	**60%**	**80%**	**100%**
Phase 6: Retention	10%	**10%**	**25%**	**50%**	**75%**	**100%**
Total	100%					

18. RETENTION

18.1 The Department of Land Reform and Rural Development shall retain 10% of the total project cost in the case of late or non-delivery of the final LAP and all its deliverables.

18.2 The service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after milestone due date.

18.3 The service provider may apply to the Department for an extension on the delivery date on any milestone – provided that the service provider gives valid reason(s) to the sole satisfaction of the Department.

19. EXTRA WORK.

19.1 Any costs for extra work by the service provider, incurred over and above this bid which, in the sole opinion of the Director: SPLUMS Free State shall be borne by the service provider.

20. REPORTING AND ACCOUNTABILITY.

20.1 During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the project team or steering committee managing the service provider.

20.2 All information captured and or used to generate the outputs of the project remains the property of the municipality and the DLRRD and must be handed over in its totality when the project is closed. The municipality and the 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 the Municipality. This agreement must be reached and signed off together with the project plan before the project commences.

20.3 The project will be signed off by the Director: Spatial Planning and Land Use Management, Free State when:

- all the end products (refer to list) have been delivered and (***all deliverables per phase to be approved by the Project Steering Committee)***
- a formal presentation has been made to the Free State Director: Spatial Planning and land use Planning, or any representatives allocated by the Director (Project Steering Committee) and
- the Free State Director: Spatial Planning and land use Planning is satisfied that all requirements have been met.

21. MANDATORY REQUIREMENTS

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

21.1 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.

21.2 The Tenderer submits a duly and dated relevant resolution of their members or their board of directors, as the case may be, on their company letterhead. In the case of a sole proprietor of a single member in a company, it must be clearly indicated in a company letterhead and signed. In the case of a Joint Venture submitting a tender, include a resolution of each company of the Joint Venture together with a resolution signed by all members of the Joint Venture authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture

21.3 Fully completion items/phases prices in the pricing schedule indicated SBD 3.3 – pricing schedule.

21.4 Team Leader must attach proof of membership registration certificate that is valid for the current SACPLAN financial year.

21.5 Geographic Information Practitioner registered with SAGC and in good standing for the current SAGC Financial Year. Provide letter of good standing for the current financial year.

22. EVALUATION PROCEDURE.

22.1 This bid shall be evaluated in three stages. On **first stage** bids will be evaluated on Administrative compliance/ mandatory **requirements, Second** stage is on Functionality, **Third** stage evaluation will be in accordance with 80/20 preference points system as stipulated below.

Third Stage -Evaluation of Functionality

22.2 The evaluation of the functionality will be done individually by Members of Bid Evaluation Committee in accordance with the following functionality criteria and values.

22.3 All service providers who scored less than 60 out of 100 points for functionality will not be considered further.

22.4 The applicable values that will be utilized when scoring each criterion range from (Evaluation Guide):

1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.

Scoring Criterion	1 = Poor	2 = Average	3 = Good	4 = Very Good	5 = Excellent
Team leader must be registered with SACPLAN as a registered Professional Planner with years' of post registration experience.	No attachment or not registered with **SACPLAN** as a Professional Planner, no attached experience or with 5 or less years post registration.	Registered with SACPLAN as a Professional Planner with 06-07 years post registration experience.	Registered with SACPLAN as a Professional Planner with a minimum of 8 years post registration experience.	Registered with SACPLAN as a Professional Planner with 9-10 years post registration experience.	Registered with SACPLAN as a Professional Planner with 11 or more years post registration experience.
Team Leader must have usefully managed Spatial Development Framework or LAPs or similar projects post promulgation of SPLUMA.	Team Leader Managed has No attachment/ no project managed or managed 01 project for Spatial Development Framework or LAPs or Similar projects post promulgation of SPLUMA	Team Leader Managed 2 projects for Spatial Development Framework or LAPs or Similar projects post promulgation of SPLUMA.	Team Leader Managed a minimum of 3 projects for Spatial Development Framework or LAPs or Similar projects post promulgation of SPLUMA.	Team Leader Managed 4-5 projects for Spatial Development Framework or LAPs or Similar projects post promulgation of SPLUMA.	Team Leader Managed 6 or more Spatial Development Framework or LAPs or Similar projects post promulgation of SPLUMA.

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Scoring Criterion	**1 = Poor**	**2 = Average**	**3 = Good**	**4 = Very Good**	**5 = Excellent**
Registered Planner with SACPLAN (apart from the Team Leader) and each with years post registration experience in Spatial Planning and land use management (Team Member/s).	No attachment or no planners' information added or 01 year post registration experience	Attached 1 planner with 2 years of post registration experience	Attached 2 planners with 3 years of post registration experience for each.	Attached 3 planners with 4 years of post registration experience each.	Attached 4 planners planners with 5 or more years of post registration experience each.
Geographic Information Professional registered with SAGC and in good standing and with a minimum of 5 years' post registration experience in Spatial Development Frameworks	No attachment or not in good standing with SAGC for the current financial year or registered and in good standing with post registration experience less than 05 years.	Geographic Information Professional registered with SAGC and in good standing and with a minimum of 3-4 years' post registration experience	Geographic Information Professional registered with SAGC and in good standing and with a minimum of 5 years' post registration experience.	Geographic Information Professional registered with SAGC and in good standing and with a minimum of 6 years' post registration experience.	Geographic Information Professional registered with SAGC and in good standing and with a minimum of 7 or more years' post registration experience.

Scoring Criterion	**1 = Poor**	**2 = Average**	**3 = Good**	**4 = Very Good**	**5 = Excellent**
or LAPs or Similar projects.					
Geographic Information Professional with experience in managing projects in mapping and analysis years experience.	No experience in related field or no attachment of CV or CV attached with no indication of experience in managing 01 projects in related field.	Geographic Information Professional with experience in managing projects in mapping and analysis for a minimum of 2 years.	Geographic Information Professional with experience in managing projects in mapping and analysis for a minimum of 3 years.	Geographic Information Professional with experience in managing projects in mapping and analysis for a minimum of 4-5 years.	Geographic Information Professional with experience in managing projects in mapping and analysis for a minimum of 6 or more years.
	METHODOLOGY				
Poor= 1	No programme attached. The programme is poorly compiled and there are major inconsistencies with timing of project deliverables.				
Average= 2	The programme omits important tasks or the timing of the activities and correlation among them are inconsistent with project deliverables. There is a lack of clarity and logic in the sequence.				
Good= 3	All key activities are included in the programme, but are not detailed. There are minor inconsistencies between timing and project deliverables.				
Very Good= 4	All key activities are included and well detailed in the programme. There are no inconsistencies between timing and project deliverables.				
Excellent= 5	The programme fits the project deliverables well; all important activities are indicated in the programme and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is an excellent degree of detail with links that facilitates understanding of the proposed programme.				

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR CONSORTIUM TO DEVELOP A LAKE XHARIEP TOURISM CORRIDOR LOCAL AREA PLAN TO BE WITHIN UMSOBOMVU LOCAL MUNICIPALITY IN THE NORTHERN CAPE, THE KOPONONG LOCAL MUNICIPALITY IN THE FREE STATE, AND THE WALTER SISULU LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. Capability: **Team leader registration and Experience** in Spatial Development Framework or LAPs or Similar projects post promulgation of SPLUMA.	i. **Team leader** must be registered with SACPLAN as a Professional Planner with years' of post registration experience. **Attach proof of membership registration certificate that is valid for the current SACPLAN financial year.**	**25**	**40**
	ii. **Team Leader** must have managed Spatial Development Framework or LAPs or Similar projects post promulgation of SPLUMA. Attach a C.V demonstrating successful completion or management of previous projects in the related field with contactable references.	**15**	
2. Composition of Technical Team (Team Member/s)	i. **Composition of technical team** to be utilized in the execution of the project consists of the below professions: **Attach certified copies of registration certificate valid for the current financial year as a registered Planner with SACPLAN (apart from the Team Leader) and each with years post registration experience in Spatial Planning and land use management.**	**15**	**15**
3.Geographic Information Professional registered with SAGC with years' post registration experience in mapping and analysis	i. **Geographic Information Professional** registered with SAGC and in good standing for the current SAGC Financial Year and with years' post registration experience.	**15**	**15**
	ii. **Geographic Information Professional** with experience in managing projects in mapping and analysis. Attach a CV demonstrating successful completion or management of previous projects in the related field with contactable references (in mapping and analysis).	**10**	**10**

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR CONSORTIUM TO DEVELOP A LAKE XHARIEP TOURISM CORRIDOR LOCAL AREA PLAN TO BE WITHIN UMSOBOMVU LOCAL MUNICIPALITY IN THE NORTHERN CAPE, THE KOPONONG LOCAL MUNICIPALITY IN THE FREE STATE, AND THE WALTER SISULU LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
4. Methodology	i. **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, milestones, material support, a capacity building plan and human resources.	**20**	**20**
TOTAL POINTS FOR FUNCTIONALITY ADD UP TO 100.			

22.5 **The Bids that fail to achieve a minimum of 60 points for functionality will be disqualified and will be regarded as non-responsive.**

22.6 **Third Stage - Evaluation in terms of 80/20 Preference Points System**
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.

(Note to organs of state: Where 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		

23. Publication

E – Tender/ Departmental website

24. Contact Persons:

Technical Enquiries:

Ms Kelly Nadesan (Project Manager)

Tel: 083 5254 674

Email: kelly.nadesan@dlrrd.gov.za

Or

Ms Relebogile Goitsemodimo

Tel: 083 5254 420

Email: Relebogile.Goitsemodimo@dlrrd.gov.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR CONSORTIUM TO DEVELOP A LAKE XHARIEP TOURISM CORRIDOR LOCAL AREA PLAN TO BE WITHIN UMSOBOMVU LOCAL MUNICIPALITY IN THE NORTHERN CAPE, THE KOPONONG LOCAL MUNICIPALITY IN THE FREE STATE, AND THE WALTER SISULU LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

Supply Chain Management Enquiries:
Mr. Gladman Matshe
Tel: 051 400 4200
Email: gladman.matshe@dlrrd.gov.za
OR
Ms. Palesa Nhlapo
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25. BRIEFING SESSION INFORMATION

N/A

26. ADVERT DATE:

09th of September 2026

27. CLOSING DATE:

16th of September 2026

28. TIME OF CLOSING:

11h00

29. VENUE WHERE BIDS/ PROPOSALS SHOULD BE DEPOSITED:

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD), 136 SA EAGLE BUILDING, CHARLOTTE MAXEKE STREET, BLOEMFONTEIN, TENDER BOX, SITUATED ON GROUND FLOOR NEXT TO SECURITY.

NO LATE SUBMISSIONS OR E-MAILED SUBMISSIONS WILL BE ACCEPTED. PROPOSALS SHOULD BE DEPOSITED IN TO THE BID BOX AT THE ADDRESS AS STIPULATED ABOVE ON OR BEFORE THE DATE OF CLOSING.

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.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.