



**land reform &
rural development**

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



CHIEF DIRECTORATE: PROVINCIAL SHARED SERVICES CENTRE - GAUTENG

Provincial Shared Service Centre 524 Suncardia Building, cnr Stanza Bopape & Steve Biko Street
Private Bag x9 Hatfield, 0028, Tel: 012 337 3600/01

REQUEST FOR QUOTATION: REF NO: CASE NO: 010/07/2025

**SUBJECT: APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE SPATIAL
PLANNING AND LAND USE MANAGEMENT BY-LAW FOR EMFULENI LOCAL
MUNICIPALITY FOR A PERIOD OF TEN (10) MONTHS.**

Name of Tenderer: _____

Name of duly authorised person: _____

Address: _____

Tel. Number : _____

Cell number : _____

Fax number : _____

E-mail : _____

CLOSING DATE: 07 AUGUST 2025

CLOSING TIME: 11H00 AM

ISSUED BY:

Director: Finance and Supply Chain Management
Department of Land Reform and Rural Development
Provincial Shared Service Centre: Gauteng Province
524 Suncardia Shopping Centre
Cnr Steve Biko and Stanza Bopape Streets
Arcadia, Pretoria
Gauteng
Tel: (012) 337 3700

QUOTATION NO: CASE NO: 010/07/2025 CLOSING DATE 07 AUGUST 2025 AT 11:00 AM

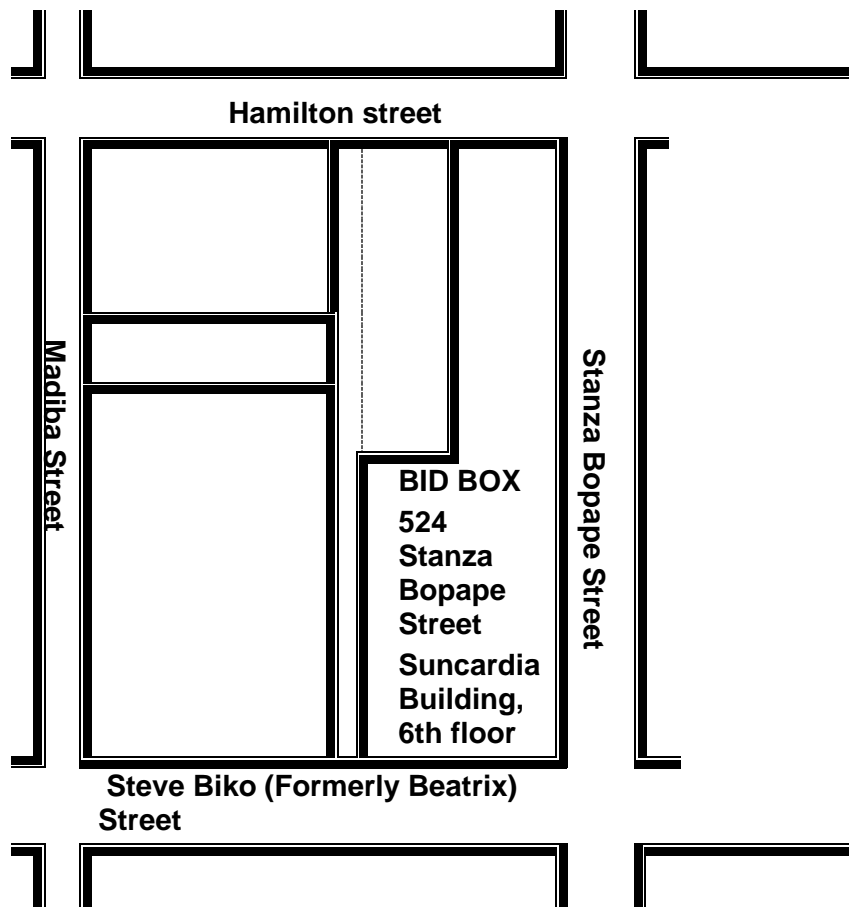
YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT)

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

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

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

Department of Land
Reform and Rural
Development
Acquisition
Management
(BIDS)
524 SUNCARDIA
BUILDING, 6th FLOOR.
STANZA BOPAPE
STREET, CNR
STANZA BOPAPE
AND STEVE BIKO,
ARCADIA,
0001



NOTE THAT THE OFFICE OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IS SITUATED IN SUNCARDIA MALL 6TH FLOOR. THE BID BOX WILL BE OPENED ON MONDAY TO FRIDAY: 07H00 AM TO 07H00 PM, 5 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF BIDS.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS AND **SUBMIT YOUR BID IN A SEALED ENVELOPE**

CASE NO: 010/07/2025

APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW FOR EMFULENI LOCAL MUNICIPALITY FOR A PERIOD OF TEN (10) MONTHS

NB: Kindly note there is no compulsory briefing session for this Request for Quotation: Prospective bidders are however encouraged to direct their questions in writing to the contact mentioned below on or before closing date

COMPULSORY BRIEFING SESSION MEETING VENUE:

No Compulsory Briefing Session Meeting for this project

TECHNICAL ENQUIRIES:

Ms. Wandisa Ndevu Tel no: 012 337 3692 Email: wandisan@dalrrd.gov.za	Mr. Samuel Osei Tel no: 012 337 3712 / 082 562 6154 Email: Samuel.Osei@dalrrd.gov.za
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BIDS / SUPPLY CHAIN ENQUIRIES:

Ms. J Mpepele Tel: 012 337 3700 / 071 878 9095 Email: jane.mpepele@dalrrd.gov.za	Mr. A Marema Tel: 012 337 3634 Email: absalom.marema@dalrrd.gov.za
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CLOSING DATE AND TIME: 07 AUGUST 2025 AT 11:00 AM

**DELIVERY ADDRESS: 524 STANZA BOPAPE STREET,
CNR STANZA BOPAPE STREET AND STEVE
BIKO STREET
6TH FLOOR SUNCARDIA BUILDING, ARCADIA**

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on 20 May 2000,

MR A.F JONES

has been duly authorised to sign all documents in connection with

Contract no CRDP 0006, and any contract which may arise there from,

on behalf of Mabel House (Pty) Ltd.

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS:

Managing Director

DATE:

20 May 2000

SIGNATURE OF SIGNATORY:

(Signature of A.F Jones)

As witnesses:

1.

.....

2.

.....

Signature of person authorised to sign the tender:

.....

Date:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

Application for a Tax Clearance Certificate

Purpose

Select the applicable option _____ Tenders ☐ Good standing ☐

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

Particulars of applicant

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

Particulars of representative (Public Officer/Trustee/Partner)

Surname													
First names													
ID/Passport no					Income Tax ref no								
Telephone no	C O D E		N U M B E R		Fax no	C O D E		N U M B E R					
E-mail address													
Physical address													

Particulars of tender (If applicable)

Tender number

Estimated Tender
amount

R

Expected duration
of the tender

year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

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

If "YES" provide details

YES

NO

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of

Tenders

I hereby authorise and instruct

SARS the applicable Tax Clearance Certificate on my/our behalf.

or Goodstanding.

to apply to and receive from

Signature of representative/agent

Name of
representative/
agent

Date

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant
/Public Officer**Notes:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...

3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.



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TERMS OF REFERENCE

**TERMS OF REFERENCE: FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
REVIEW THE SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW FOR
EMFULENI LOCAL MUNICIPALITY FOR A PERIOD OF TEN (10) MONTHS.**

1. INTRODUCTION

- 1.1 The Department of Land Reform and Rural Development (DLRRD) requires the services of one (1) firm or a consortium of suitably qualified service providers to Review the Spatial Planning and Land Use Management (SPLUM) By-Law for Emfuleni Local Municipality (ELM) in the Gauteng Province.
- 1.2. In terms of Chapter 4, Sections 20, 21, 22, 23, and 24 and related provisions of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) the municipality is mandated to establish a uniform, recognisable and comprehensive system of spatial planning and land use management in its municipal area to maintain economic unity, equal opportunity, equal access to government services, to promote social and economic inclusion.
- 1.3 The present ELM SPLUM By-Law, 2018 has some shortcomings in so far as alignment and inclusion of recently enacted legislative frameworks at national and provincial level such as the Gauteng Township Economic Development Act of 2022 (TEDA). Thereby, affecting the alignment of objectives and plans from a regional perspective and the implementation and management of land use in the area.
- 1.4 The need therefore exists for the coordination of planning tools in order to achieve compliance within the municipality and to review the existing SPLUM By-Law for



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ELM to ensure harmony and coordination of these spatial planning and land use management instruments.

2. BACKGROUND

- 2.1 ELM is a category B municipality and is one of three local municipalities that falls within the Sedibeng District Municipality in the Gauteng Province.

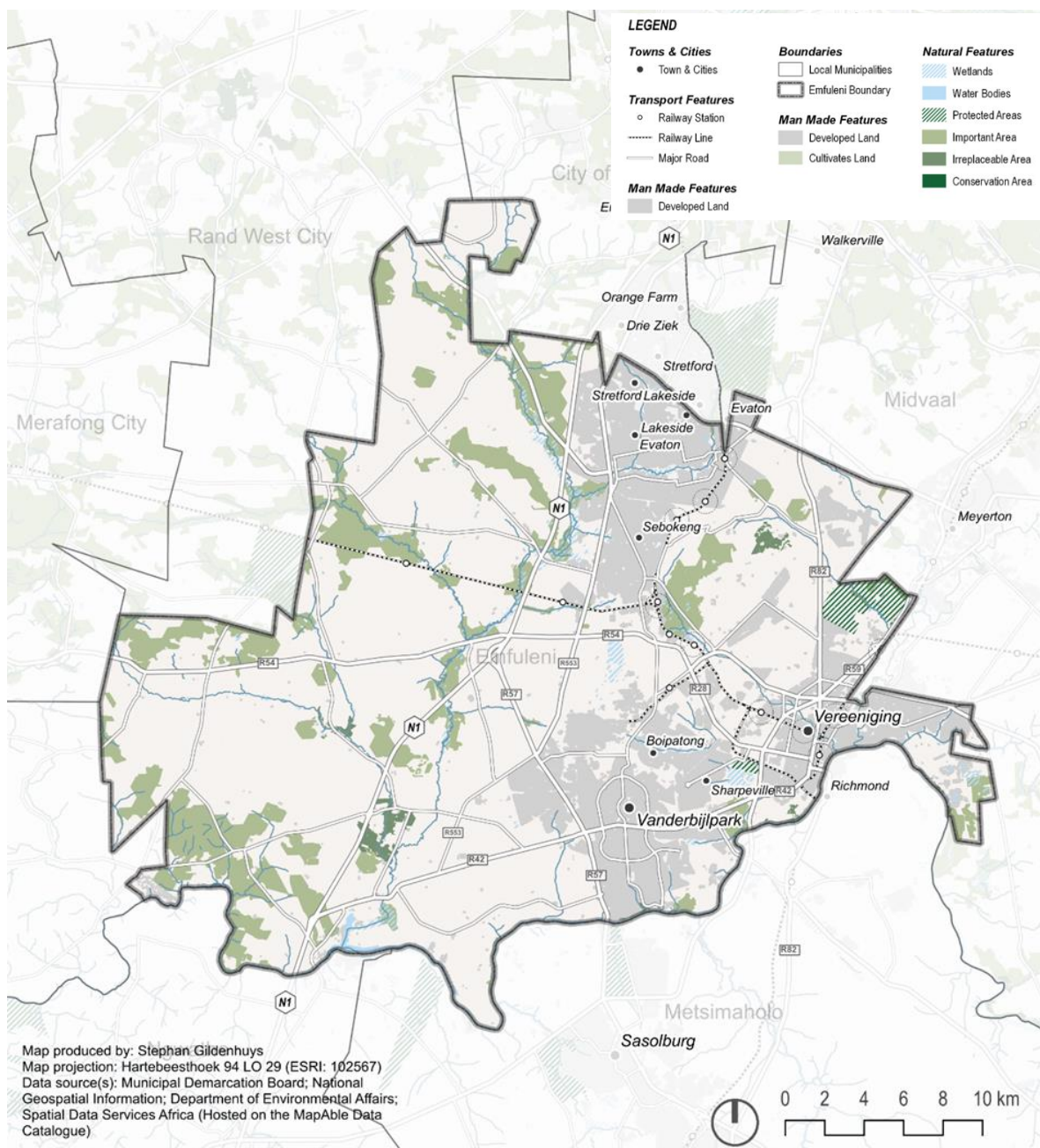


Figure 1: Emfuleni Local Municipality



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- 2.2 Emfuleni spans an area of $\pm 987.45\text{km}^2$ and is situated at the southern end of the Gauteng urban conurbation south of Johannesburg and southwest of Ekurhuleni. The municipality borders four other local municipalities in Gauteng and borders the North West province and the Free State province (figure 1). The Vaal River forms the southern boundary of Emfuleni and forms the boundary between the Gauteng Province and the Free State Province. The jurisdiction is mostly rural to the west of the N1 freeway, comprising smallholdings and farmland. However, in contrast, Emfuleni is mostly urban to the east of the N1 freeway. The eastern half of Emfuleni includes (amongst others) Evaton, Sebokeng, Vanderbijlpark, Boipatong, Bophelong, Sharpeville, Vereeniging and Three Rivers. Coal mining land is situated on the southeastern boundary of Emfuleni, directed southeast of Vereeniging.
- 2.3 The municipal area of ELM encompasses both urban and rural regions, with a mix of formal and informal settlements. This diverse composition presents a unique set of challenges and opportunities for the local administration. The municipality must balance the needs of the urban and rural populations, while also addressing the varied settlement patterns within its jurisdiction. Effective management of these complexities is essential for the sustainable development of the region.
- 2.4 The areas within the municipal boundary is governed by the Emfuleni SPLUM By-Law, 2018.

3 PROBLEM STATEMENT

- 3.1 The Emfuleni SPLUM By-Law that has been in place for some seven years now has become obsolete in light of some misalignment to the enacted legislation such as The Gauteng Township Economic Development Act, 2022 and the Standard Draft By-Laws for Township Economies, 2024, as well as the Municipal Spatial Development Framework (MSDF). In addition, there are other identified gaps and wording that were not thoroughly cognisant of unforeseen urban developments that



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unfolded prior to the approval and subsequent proclamation of the aforesaid documents, such as the following misalignment but not limited to:

- a) There are definitions that were omitted or are vague and there is a further need for new definitions.
- b) The process of accepting land development applications needs to be benchmarked and reviewed and consider the workflow of applications.
- c) The administrative process timeframes for development application needs to be reviewed and considerate of the ELM status quo.
- d) There is a need for a clearly defined objection process that also provides guidance on how ELM will deal with petitions against objections.
- e) The ELM SPLUM By-Law does not align to the new proposed Town Planning Application Management System that the municipality is utilising for considering land development applications.
- f) There is a need to strengthen and make provision for the regulation of land uses within the township economy such as spaza shops, etc.
- g) The application forms and schedules must be reviewed and aligned to the adopted ELM processes.
- h) There is a need to make provision for transitional arrangements.

These have hindered the integration and sustainability of social, economic and environmental elements. Consequently, the institutional arrangements have been weak and uncoordinated, which has led to incoherent planning procedures and systems within the municipality.

- 3.2 The current situation poses significant challenges for the municipality, and it is imperative that appropriate measures be taken to address the issue. This requires a comprehensive approach that integrates the various elements of land use management and promotes sustainable development practices. This will require the involvement of all stakeholders and the development of a coherent institutional framework that fosters collaboration and coordination.



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- 3.3 Consequently, there is a need to review the ELM SPLUM By-Law to allow an opportunity to make the necessary amendments, enhance service delivery efficiency and ensure that the By-Law covers all the procedural aspects of land development applications within the jurisdiction, compliance and enforcement as well as further allow the inclusion of previously disadvantaged communities.
- 3.4 The review of the ELM SPLUM By-Law will align with the legislative and normative principles of the SPLUMA. (ongoing compliance)

4. PURPOSE AND OBJECTIVES OF THE PROJECT

- 4.1 The key objective of the project is to appoint a service provider to review and amend the SPLUM By-Law for the ELM within a period of ten (10) months.
- 4.2 The By-Law, as a spatial planning and land use management and development regulatory tool aims to provide for the categorization of land development applications, to provide for processes and procedures for land development applications, while also being compliant with the land use scheme. The By-Law must also make provisions for an Appeal Authority and provide for offences and penalties that are necessary and relevant for land use management, land development and compliance, or incidental thereto such as:
- a) Provide for a package of plans which shall inform the social, economic, environmental and infrastructural development in the Municipality.
 - b) Provide a uniform, effective, comprehensive, and interrelated framework for spatial planning and land use management.
 - c) Provide for the inclusive, developmental, equitable and efficient planning in the spirit of co-operative governance.



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- d) Provide a framework for co-operative and cross-border relationships with all spheres of Government and to ensure the integration of planning between the Municipality and neighbouring Municipalities.
- e) Provide a framework for policies, principles, norms and standards for spatial development planning and land use management.
- f) Provide a framework for the monitoring, coordination and review of the spatial planning and land use management system.
- g) Regulate land development application and decision-making procedures.
- h) Provide for the establishment, functions and operations of the Tribunal.
- i) Provide for facilitation and enforcement of land use and development measures.
- j) Provide for an appeal authority, and
- k) Provide penalties for breach of its provisions.

4.3 Sustaining benefits to the community derived from the natural environment: The By-Law should protect the resources and values of the municipal area by protecting or promoting activities that employ best practice management, maintain or enhance service delivery, and/or implement spatial and land use planning in the jurisdiction.

4.4 By-Law amendments: This section should identify how the proposed SPLUM By-Law amendments achieve the planning intent for the municipality by proposing processes and procedures that reflect the municipality's unique circumstances and address local challenges as well as satisfy the needs of the municipality and the matters listed above.

4.5 Management and Implementation strategies: The Bylaw must be used to implement land development and land use applications, spatial planning, and land use schemes within the ELM. The By-Law should also identify how other planning and management initiatives can contribute to achieving the planning intent of the municipality and the matters listed above.



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- 4.6 The required SPLUM By-Law review must give effect to the development principles contained in the Spatial Planning and Land Use Management Act (SPLUMA) including: -
- i. Spatial Justice
 - ii. Spatial Sustainability
 - iii. Efficiency
 - iv. Spatial Resilience, and
 - v. Good Administration
- 4.7 The SPLUM By-Law must take cognisance of and adhere to national and provincial policies and legislation, including, the Municipality's Integrated Development Planning, MSDF and Land Use Scheme (LUS).

5. SCOPE OF WORK

- 5.1 The successful service provider would be expected to undertake the following towards the review of the ELM SPLUM By-Law:
- a) The SPLUM By-law should establish a comprehensive framework for land use planning and development. It should include provisions for development procedures and processes, enforcement mechanisms, engineering services and other related matters.
 - b) Conduct a status quo analysis which will entail but not limited to the review of case law and legal precedent that has been set on spatial planning and land use management matters that may influence the proposals/amendments made to the Emfuleni SPLUM By-Law for the municipality taking into cognizance the local circumstance, local policies, development as well as provincial and national policies and strategies. The envisaged outcome of this exercise is the development processes and procedures that will inform the SPLUM By-Law and also highlight and identify visible conflicts and contradictions and how they can



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be addressed, as well as necessary amendments, new inclusions, schedules and application forms.

- c) The By-law should provide guidance for township economic revitalisation processes and align to relevant legislations and policies.
- d) General requirements for preparation and implementation of the MSDF and LUS.
- e) The SPLUM By-Law must include:
 - Definitions
 - Relationship with other Legislation.
 - Specify how the SPLUMA By-law interacts with other relevant laws and regulations.
 - Public Participation.
 - Outlines the provisions for public participation in the development and amendment or review of the SPLUM By-law, SDF, LUS and land development applications.
 - General requirements for preparation and implementation of spatial development framework.
 - Process for the creation, amendment, and review of the land use scheme, which specifies permitted land uses and development regulations.
 - Processes and procedures for Land Development Applications.
 - This section outlines the process for applying for development permits, including the necessary documents, timelines, and review processes.
 - Must include associated schedules and application forms.
 - Building Line procedure and Regulations.
 - These procedure and regulations govern the process and location of buildings on a property in relation to the street or property line as referred in title deeds.
 - Penalties for Breach, and
 - Transitional arrangements.



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- f) The SPLUM By-Law must outline a process for regulating the enforcement and compliance to the said By-Law, including:
 - i. Enforcement Mechanisms
 - ii. Municipal Planning Tribunal establishment, functions and operation and dispute resolutions relating to land development.
 - iii. Appeal Authority procedures relating to appeals lodged for decisions on land development applications.
 - iv. Processes for ensuring compliance with the by-law and for resolving disputes related to land use and development.
- g) Procedures for monitoring the implementation of the by-law, coordinating with other government agencies, and reviewing the by-law periodically to ensure its effectiveness.
- h) Planning or preparatory report that documents case law and judgements that have been issued on SPLUMA related matters and procedures. The report presents the results of technical analysis of data that address the matters set out in this ToR.
- i) Community consultation undertaken during the development of the By-Law; and demonstrates the consistency of the proposed By-Law with the MSDF and the LUS:
 - i. uses the best-available information held by all organs of state, research organisations and other relevant stakeholders.
 - ii. provides adequate analysis and rationale to support the objectives of the SPLUM By-Law, and
 - iii. includes a summary of consultation activities, submissions and responses.
- j) The By-Law may provide for a regular review and amendment process for the SPLUM bylaws to ensure that they remain relevant and effective.



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- k) Develop a stakeholder engagement plan for the various consultation processes with various stakeholders, including government, private sector and any other stakeholders throughout the lifespan of the project. The service provider should cater for additional unplanned meetings that may be required for the duration of the project.
- l) The service provider will also be required to assist the municipality in finalizing any documents for the presentation of the SPLUM By-Law in various committees towards/and for the adoption by Council.
- m) The service provider is financially responsible to ensure that the final gazette notice is placed once the Emfuleni SPLUM By-Law is approved and adopted by Council.

6. PROJECT DELIVERABLES

- 6.1 A final SPLUM By-Law with related schedules and application forms submitted in digital format (Word and PDF).
- 6.2 The service provider must supply 3 design concepts to the municipality for consideration and do the design and layout on the approved concept.
- 6.3 SPLUM By-Law textual document including schedules and application forms in both hardcopy (printed) and softcopy (electronic as MS Word document) must also be supplemented by:

Item	Description	Quantity
Booklets	Final SPLUM By-Law Document <ul style="list-style-type: none">A6Cover: 280 gsm stock, matt varnish, one side only.Inside pages: 130 gsm stock, matt	X50



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	<ul style="list-style-type: none"> • Full Colour throughout • PUR binding 	
USB	Soft copies of all the above must be provided (Print ready artwork of final SPLUM By-Law, schedules and application forms)	X50

Table 1: Document requirements

7. SKILLS REQUIREMENTS

7.1. Companies with individuals with qualifications and extensive experience will be required as detailed in Table 3 and sections 7.1 and 8, respectively.

Table 1: MINIMUM QUALIFICATIONS REQUIRED BY THE DLRRD

No.	Minimum Qualification	Key Skill Set	Registration Requirements
1.	B Degree in Town/Urban/City and Regional Planning	<ul style="list-style-type: none"> • Spatial Planning and Land use management policy formulation. • Report writing • Project Management 	Registration with SACPLAN as a Professional Planner
2.	Relevant B Degree or equivalent qualification at NQF level 8 in Law	<ul style="list-style-type: none"> • Legislative drafting, e.g. drafting of Acts and regulations and municipal By-laws 	Registration with the relevant authority (Law society or Bar of Advocates)

Table 2: Minimum Qualifications



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- 7.2 Please note that the above is a minimum set of skills required, the company/consortium is welcome to add more skills as deemed necessary to undertake the work.
- 7.3. A qualified and skilled Town and Regional Planner with a valid registration with SACPLAN and project management, land use and policy formulation background will also be required to manage the different specialists and coordinate the work being undertaken.
- 7.4. Proven experience and a thorough understanding of the following is also required:
- a) Spatial planning and land use management policies and legislation.
 - b) Urban and rural development and land reform.
 - c) Previous experience in the SPLUM By-Law and LUS development, either at municipal or provincial levels.
 - d) Previous experience with policy and/or planning work at a Local, Regional and Provincial Level.
 - e) Understanding of the interrelationship amongst the following: social, economic, land use, transport and environmental issues.
 - f) Stakeholder engagement and Project Management.
 - g) Research, analytical writing and communication skills, and
 - h) Experience in developing similar tools/instruments will be an added advantage.

8. PROJECT DURATION AND PAYMENT MILESTONES

- 8.1. The Project will commence after the letter of appointment has been issued and the Service Level Agreement has been signed, which will expire in Ten (10) months thereafter and is subject to addition, extension or early termination, depending on the



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need and performance assessment of the service provider.

8.2 The DLRRD reserves full rights to implement the above-mentioned clause.

8.3. The target dates for each milestone (as well as the associated deliverables) and the amount of financial compensation for the work done are scheduled under **Table 3**.

TABLE 3: PROJECT COST AND TIME FRAMES

Phases	Action/ Activity	Deliverables	Cost Per Phase	Time-frame
Phase 1: Inception and Communication Plan	<ul style="list-style-type: none"> • Compile work plan • Council resolution • Communication plan (identifying preliminary stakeholders) • Confirmation of project resources. 	Inception Report and Stakeholder and Communication Plan	10%	2 weeks
Phase 2: Data Collection and Status Quo	<ul style="list-style-type: none"> • Data Collection, analysis and capturing. • Analysis and assessment of the municipality's SPLUM By-Law to highlight gaps and areas of amendment per the outlined scope of work. • Precedent, case law and best practice examples which illustrate how similar By-Laws have been formulated elsewhere, relevant to the study area. • Engage to relevant internal and external stakeholders 	Status Quo Report and Case law analysis or established precedence.	20%	2 Months and 2 weeks



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REVIEW THE SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW FOR
EMFULENI LOCAL MUNICIPALITY FOR A PERIOD OF TEN (10) MONTHS**

Phase 3: Preparation of Draft SPLUM By-Law including schedules and application forms	<ul style="list-style-type: none"> • Draft general definitions • Procedures for Land. Development Applications. • Enforcement Mechanisms; • Municipal Planning Tribunal establishment, functions and operation. • Appeal Authority procedures • Processes for ensuring compliance with the by-law and for resolving disputes. • Circulation draft to relevant internal and external stakeholders. 	Draft SPLUM By-Law, schedules and application forms.	25%	3 Months
Phase 4: Public Consultation and Amendment	<ul style="list-style-type: none"> • Public participation • Circulation to relevant authorities • Submission to Council for support of the By-Law in principle • Report on the synopsis of public comments received and where/how they have been addressed. • Revised By-Law based on public comments 	Consultation report and Amended Draft SPLUM By-Law	20%	3 Months
PHASE 5: Final SPLUM By-Law	<ul style="list-style-type: none"> • Final SPLUM By-Law • Schedules and application forms. • Submission to Council for adoption. • Promulgation of SPLUM By-Law. 	Final Emfuleni SPLUM By-Law. Council resolution Gazette notice	15%	1 month
PHASE 6: Retention and close out	<ul style="list-style-type: none"> • Close out report • Printing of By-Law copies, booklets 	Close out report Booklets x50 USB's x50 Final SPLUM By-Law document and soft copies of all printed materials.	10%	
Total			100%	10 Months

Table 3: Project cost and timeframes



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- 8.4. Due to the Project's urgency, timeframes must be strictly followed. Financial penalties will be imposed for delay or non-compliance with time and quality requirements.

9. CONTENTS OF THE PROJECT PROPOSAL

The service provider will be expected to provide a clear and concise project proposal covering the aspects listed below as well as responding to the terms of reference.

- 9.1 An executive summary of the key issues.
- 9.2 A company profile and profile of each employee forming part of Project Team with clear references to similar and related work undertaken in the past with clear evidence where a person/member participated in or managed certain projects in the past which bears relevance to the work at hand. Clear indication of actual roles and responsibilities must be presented with verifiable proof.
- 9.3 General methodology for undertaking work of this nature. The methodology should also indicate the project milestones that will be used to measure the project progress, as well as the cost break down.
- 9.4 Certified copies of all certificates, references, professional registration and related certification for all members of the proposed team must be attached.
- 9.5 Any other information relevant to the determination of the suitability of the interested bidder for this project should be listed.
- 9.6 All-inclusive costing model and a project plan.
- 9.7 *The following technical information **must** be submitted with the bid proposal:*
- a) Organogram outlining the project team members with a clear indication of the project leader and support team.
 - b) Relevant professional experience of the team leader and core supporting



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experts.

- c) Organisational, managerial and technical ability.
- d) Full CVs of all proposed team members.
- e) Minimum 3 contactable current and previous client references from 3 different clients.
- f) Associations and Professional Affiliations of companies and individuals.

10. INFORMATION GATHERING

- 10.1. The selected service provider will be expected to make contact with all the relevant officials and units within all spheres of government and other stakeholders of government or any relevant stakeholder or entity holding information relevant to the project to obtain relevant information that will be required for the project when a need arises.
- 10.2. Existing information which is available within the DLRRD and the municipality will be made available to the appointed service provider during the execution of the project.
- 10.3. In the case where a letter to confirm and motivate for requesting information from the different spheres of government or parastatals is required, the DLRRD will provide the requested letter.
- 10.4. Notwithstanding anything written in these terms of reference, the responsibility for collecting and obtaining information necessary for the successful execution of the project remains entirely with the service provider.
- 10.5. The service provider shall be required to request where available data quality reports for all data acquired for use in this phase. Where such reports are not available, the service provider shall be required to assess the level of quality of each dataset and document it in a report. This will allow the service provider to understand the various limitations of the dataset before any analysis can be done.



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11. TERMS AND CONDITIONS OF THE BID

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

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

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



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- 11.3 The service provider should submit an acceptance letter and be available to commence with the project within five (5) days after receiving official order and the service level agreement being signed.
- 11.4 During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to organise the progress report meetings and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.
- 11.5 Project team members must be available for the duration of the project. The service provider is not allowed to change the composition without prior consent of the DLRRD and the municipality.
- 11.6 Any deviation from the project plan should be put in writing and signed by the project manager of DLRRD.
- 11.7 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 11.8 Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 11.9 Financial penalties will be imposed for agreed upon milestones, targets, and deadline not met without providing:
- a) Timely notification of such delays.
 - b) Reasons for the delays.
 - c) Supporting evidence that the delays were outside of the influence of the service provider.
- 11.10 Payment will **ONLY** be made as per deliverables and upon **SATISFACTION** of good and quality product. Therefore, original invoices submitted for payments must be



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submitted for payment with relevant supporting documents. No copies of invoices will be processed.

- 11.11 Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.
- 11.12 Original invoices to substantiate all costs must be provided. The invoices should include the DLRRD order number that will be provided to the selected service provider upon acceptance of the proposal.
- 11.13 When DLRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DLRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DLRRD.
- 11.14 The DLRRD reserves the right not to appoint anyone.
- 11.15 No material or information derived from the provision of the services under the contract may be used for any other purposed except for those of the DLRRD, except where duly authorized to do so in writing by the DLRRD.
- 11.16 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in Emfuleni LM
- 11.17 The successful Service Provider agrees to keep confidential all records and information of or related to the project and not disclose such records or information to any third party without the prior written consent of Emfuleni LM.
- 11.18 All works relating to spatial information remains the property of the state and shall be disseminated in line with the policy on pricing of spatial information products and services.
- 11.19 The successful Service Provider agrees to maintain the level of technical capacity as indicated in the bidding document submitted, throughout the duration of the project and any change to their team shall not compromise the technical capacity of



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the Service Provider or impact negatively on the pace and quality of the project outcome.

12. MANDATORY REQUIREMENTS

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

12.1 EVALUATION OF TENDERS/ PROPOSALS

Tenders will be evaluated in terms of the evaluation criteria stipulated below:

- Evaluation for mandatory criteria
- Evaluation in terms of Functionality
- Evaluation in terms of Presentation
- Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.

12.1.1 Evaluation for mandatory criteria:

a. Tax Requirements:

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- Bidders may also submit a printed TCS together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved;
- each party must submit a separate proof of TCS / pin / CSD number.
- Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.



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b. Bidders must submit a resolution made by board members authorizing a particular person to sign the bid documents:

- In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated on the company letter head.
- In case of a **COMPANY** submitting a tender, include a copy of a resolution by its board of directors authorizing a director or any other official of the company to sign the documents on behalf of the company.
- In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a resolution by its members authorizing a member or any other official of the corporation to sign the documents on each member's behalf.
- In the case of a **PARTNERSHIP** submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such an authorization shall be included in the Tender.
- In the case of a **JOINT VENTURE** submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture." i.e., the Joint Venture must submit three Letters of Authority as per the aforesaid Joint Venture requirement.

12.2 Bidders must complete and sign all standard bidding documents and GCC.

12.3 A resolution authorizing a particular person to sign the bid documents (complete and signing of LA1.6 on the company letterhead).

12.4 Bidders must complete and sign the pricing schedule in full (SDB 3.3) by an authorised person. **(No other pricing template will be accepted for SBD3.3 other than the one department has provided.)**

12.5 The Project leader must hold a bachelor's degree in Town / Urban / City and Regional Planning which is recognised and be registered as a Professional Planner by the South African Council of Planners. A copy of a valid registration certificate with validity period should be attached to the proposal.



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- 12.6 The multidisciplinary team of consulting professionals to prepare the ELM SPLUM By-Law must include a Legal Practitioner with proven experience and specialisation in Legislative drafting, e.g. drafting of Acts and regulations and municipal By-laws. The person must be registered with the relevant authority (Law society/Bar of Advocates). A copy of the valid registration certificate should be attached to the proposal.

NB: Accept that failure to fully complete Form for Keyperson of the returnable documents will result in a submission being regarded as non-responsive.

13 REPORTING AND ACCOUNTABILITY

- 13.1 During the execution of the project, the service provider will be required to submit progress reports and attend meetings at intervals as it will be determined by the project team or steering committee managing the project.
- 13.2 All information captured and or used to generate the outputs of the project remains the property of DLRRD and ELM and must be handed over in its totality when the project is closed. DLRRD and ELM will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and DLRRD. This agreement must be reached and signed off together with the project plan before the project commences.

14. EVALUATION CRITERIA

- 14.1 Proposals will be evaluated in four (4) stages:

1. Bidders need to be responsive to all Mandatory requirements
2. Bids will be evaluated on functionality, which needs to score 70 out of 100 to go to the third stage.



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3. Presentation and bidders will have to score 70 out of 100 to go to the fourth stage
4. The fourth stage in accordance with 80/20 preference points system as stipulated below.

14.2 Evaluation of Functionality

The functionality will be evaluated individually by Members of the Bid Evaluation Committee per the below functionality, criteria and values below. The applicable values that will be utilised when scoring each criterion range from:

1= Poor, 2 = Average, 3 = Good, 4 = Very good and 5 = Excellent.

The minimum requirements, highlighted in the table below, indicate the benchmark required to qualify for the fourth stage (presentation) of the evaluation.

The bids that fail to achieve a minimum of 70 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated in the third stage (presentation) and fourth stage (Preference Points System).

The following Quality (functionality) criteria, set out in the table below, will be used to evaluate the tenders regarded as responsive.



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. Capability: Team Leaders' experience, track record and competency	<p>The Team Leader must be a Town Planner registered as a Professional Planner. Must have project management experience and a minimum of Ten (10) years post-registration experience and expertise in managing and coordinating multi-disciplinary projects in a spatial planning and land use management policy formulation environment:</p> <p>Attach CVs clearly indicating a detailed profile of previous work experience and contactable references of similar work undertaken (list names, addresses, telephone numbers, fax numbers, and email).</p> <ol style="list-style-type: none"> 1. More than 15 years of working experience post-registration in a spatial planning and land use management policy formulation environment. - Excellent (score 5) 2. 11 -15 years of working experience post-registration in a spatial planning and land use management policy formulation environment - Very Good (score 4) 3. 10 years of working experience post-registration in a spatial planning and land use management policy formulation environment - Good (score 3) 4. 7- 9 years of working experience post-registration in a spatial planning and land use management policy formulation environment - Average (score 2) 5. Less than 7 years of working experience post-registration in a spatial planning and land use management policy formulation environment - Poor (score 1) 	10	20
	<p>The Team Leader must have successfully managed at least five (5) projects in the spatial planning and land use</p>		



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
	<p>management policy formulation environment in the past ten (10) years.</p> <p>Attached is a short profile demonstrating the successful completion of previous projects and contactable references for similar work done (list names, addresses, telephone numbers, fax numbers, and email).</p> <ol style="list-style-type: none"> Managed 10 or more projects in the spatial planning and land use management policy formulation environment in the past 10 years - Excellent (score 5) Managed 7 projects in the spatial planning and land use management policy formulation environment in the past 10 years - Very Good (score 4) Managed 5 projects in the spatial planning and land use management policy formulation environment in the past 10 years - Good (score 3) Managed 3 project in the spatial planning and land use management policy formulation environment in the past 10 years - Average (score 2) Managed 1 projects in the spatial planning and land use management policy formulation environment in the past 10 years - Poor (score 1) 	10	



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
2. Capability: Project Teams' experience, track record and competency	The composition of the technical team to be utilised in the execution of the Project consists of the following professions: Attach copies of qualifications and CVs clearly indicating a detailed profile of their previous work experience and contactable references of similar work done (list names, addresses, telephone numbers, fax numbers and Email numbers).		30
	Three (3) Town/Urban/City and Regional Planners: A minimum of three (3) Town Planners each with five (5) years post-qualification experience in spatial planning and land use management policy formulation. 1. 5 Planners registered with SACPLAN, each with 5 years post-qualification experience in Spatial Planning and land use management policy formulation - Excellent (score 5) 2. 4 Planners registered with SACPLAN, each with 5 years post-qualification experience in spatial planning and land use management policy formulation - Very Good (score 4) 3. 3 Planners registered with SACPLAN, each with 5 years post-qualification experience in spatial planning and land use management policy formulation - Good (score 3) 4. 2 Planners registered with SACPLAN, each with 5 years post-qualification experience in spatial planning and land use management policy formulation - Average (score 2)	20	



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
	<p>5. 1 Planner registered with SACPLAN and with 5 years post-qualification experience in spatial planning and land use management policy formulation</p> <p>- Poor (score 1)</p>		
	<p>Legal Practitioner: Relevant B Degree or equivalent qualification at NQF level 8 in Law, registered with the relevant authority plus 5 years post qualification experience in legislative drafting, e.g. drafting of Acts and regulations and municipal By-laws.</p> <p>1. Relevant qualification and registration with the relevant authority and more than 10 years post qualification relevant experience in legislative drafting, e.g. drafting of Acts and regulations and municipal By-laws</p> <p>- Excellent (score 5)</p> <p>2. Relevant qualification and registration with the relevant authority and 8 – 10 years post qualification experience in legislative drafting, e.g. drafting of Acts and regulations and municipal By-laws</p> <p>- Very Good (score 4)</p> <p>3. Relevant qualification and registration with the relevant authority and with 5 – 7 years post qualification experience in legislative drafting, e.g. drafting of Acts and regulations and municipal By-laws - Good (score 3)</p> <p>4. Relevant qualification and registration with the relevant authority and 3 – 4 years post qualification experience in legislative drafting, e.g. drafting of Acts and regulations and municipal By-laws</p> <p>– Average (score 2)</p>	10	



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
	<p>5. Relevant qualification and registration with the relevant authority and less than 3 years post qualification experience in legislative drafting, e.g. drafting of Acts and regulations and municipal By-laws – Poor (score 1)</p>		
<p>3. Capability Firms' experience, track record and competency</p>	<p>Town Planning Company with experience in developing at least 8 similar projects (SDFs, LUS and other spatial planning and land use management legislations and policies) including SPLUM By-Law within the last ten (10) years. (Provide client reference for all completed projects).</p> <p>Attach client reference letters of similar work done on a client letterhead (addresses, telephone numbers, fax numbers and Email address) indicating appointment and completion date of project.</p> <p>1. Ten (10) or more similar projects including 2 SPLUM By-Laws completed in the last 10 years. - Excellent (score 5)</p> <p>2. Nine (9) similar projects including 2 SPLUM By-Laws completed in the last 10 years. - Very Good (score 4)</p> <p>3. Eight (8) similar projects including 1 SPLUM By-Law completed in the last 10 years. - Good (score 3)</p> <p>4. Seven (7) similar projects including 1 SPLUM By-Law completed in the last 10 years. - Average (score 2)</p> <p>5. Seven (7) similar projects completed in the last 10 years. - Poor (score 1)</p>	<p>20</p>	<p>20</p>



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
4. Methodology	<p>Clear approach and methodology of how the project deliverables will be executed:</p> <ol style="list-style-type: none"> 1. The service provider's approach and methodology are exceptional, with highly innovative solutions demonstrating an exceptional understanding of how to execute the Project. - Excellent (score 5) 2. The service provider approach and methodology are very well defined and demonstrate a thorough understanding of how to execute the Project and include some innovative ideas. - Very Good (score 4) 3. The service provider approach and methodology are clearly defined and demonstrate a good understanding of how to execute the Project. - Good (score 3) 4. The Service provider's approach and methodology are fair and demonstrate little understanding of how to execute the Project. - Average (score 2) 5. The service provider approach and methodology are not clearly defined. - Poor (score 1) 	20	30



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
	<p>A project plan demonstrating a coordinated approach of how various project deliverables will be managed against timeframes.</p> <p>1. The proposed project plan has innovative solutions to deliver the Project ahead of schedule.</p> <p>- Excellent (score 5)</p> <p>2. The proposed project plan meets all requirements and demonstrates a high standard of project execution.</p> <p>- Very Good (score 4)</p> <p>3. The proposed project plan is in line with all the requirements - Good (score 3)</p> <p>4. The proposed project plan meets some of the requirements. Delays are unlikely to have a significant impact on the outcome - Average (score 2)</p> <p>5. The proposed project plan does not meet the requirements - Poor (score 1)</p>	10	

Table 4: Guidelines for criteria application

Note: the weight referred to in the above table is split into two parts. 1. Being the overall weight per criteria category in the fourth column. 2. Weight per guideline for criteria application in column 3, indicating the split per criteria.

14.3 Third Stage - Presentation

Only bids that achieve the minimum qualifying score of 70 points out of 100 points in the second stage (functionality) will be evaluated in the third stage (presentation). The evaluation of the presentation in the third stage of evaluation will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below criteria and values.



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The applicable values that will be utilized when scoring each criterion range from **1 - poor, 2 - average, 3 - good, 4 - very good and 5 – excellent**

Table 5: Presentation criteria

EVALUATION CRITERIA	WEIGHT	INDICATE VALUE 1-5	COMMENT/REMARK
Approach of methodology understanding of the project scope	20		
Methodology to the development of the SPLUM By-Law, the collection of data (legal precedence and best practice) and analysis of the municipal By- Law	40		
Approach to the development of the stakeholder's engagements. Innovation and communication plan/strategy.	40		
Total Points	100		



14.4 Fourth Stage - Evaluation in terms of 80/20 Preference Points System

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

14.5 Calculation of total points scored for price and specific goals status.

Apply the 80/20 Preference Point system where a maximum of Eighty (80) tender adjudication points are awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2022

POINTS AWARDED FOR PRICE

A maximum of 80 points is allocated for price on the following basis: **80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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. 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.

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

NB: Historically disadvantaged individuals: A person historically disadvantaged by unfair discrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who

are South African citizen by birth or descent, who become citizen of the Republic of South Africa by Naturalisation-

- a) Before 27 April 1994
- b) On or before 27 April 1994 and who would been entitled to acquire citizenship by naturalisation prior to the date.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

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

Table 6: Specific goals for the tender points

Only proposals with the highest number of points scored in respect of the goals contemplated above and points scored for price may be selected.

The Department of Land Reform and Rural Development reserves the right not to award the bid to any service provider, or to various Service Providers.

15. PROJECT MANAGEMENT WITHIN DLRRD

This project will be facilitated by a team consisting of officials from the DLRRD, the Municipality within which the By-Law is located, and any other person/s appointed by DLRRD.

16. OUTCLAUSE

- 16.1 The DLRRD reserves the right not to appoint if suitable candidates are not found, at the complete discretion of DLRRD.
- 16.2 The DLRRD reserves the right to terminate the contract in the event that there is clear evidence of non-performance on the part of the service provider.



FORM: KEY-PERSONNEL OR MANAGEMENT STAFF

The Tenderer shall, submit the names of Project Team Leader and project Team member that will be employed to for duration of contract. **Please attach CV's, proof of registration with relevant body (SACPLAN) and copies of qualification of the proposed key personnel.** The Tenderer shall also include an organogram of the project team and the company structure.

NB: Completion of KEY-PERSONNEL OR MANAGEMENT STAFF is mandatory, failure to which will lead to your bid being regarded as non-responsive.

1.Position	Name of the Project Leader
The Project leader must hold a bachelor's degree in Town/ Urban / City and Regional Planning which is recognised and be registered as a Professional Planner by the South African Council of Planners. Attach a copy of a valid registration certificate to the proposals together with letter of Good Standing	
Signature:	
2.Position	Name (s) of the Project Team Member
One member of the Project Team member must be a Legal Practitioner registered with the relevant authority (Law society or Bar of Advocates). A copy of the valid registration certificate should be attached to the proposal	
Signature:	

Signature of person authorised to sign the tender:

Date:



PRICING SCHEDULE [SBD 3.3]

PRICING SCHEDULE FOR TERMS OF REFERENCE: FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW FOR EMFULENI LOCAL MUNICIPALITY FOR A PERIOD OF TEN (10) MONTHS: CASE NO: 010/07/2025

Bid Initials

Bid's Signature.....

Date:.....

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER:

BID NO: **CASE NO: 010/07/2025**

CLOSING DATE: 07 AUGUST 2025 AT 11:00 AM

OFFER TO BE VALID FOR 90 DAYS AFTER THE CLOSING DATE FOR THE SUBMISSION OF PROPOSALS /BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate rates based on the total cost to the department for completion of each stage and including Expenses for the project.
3. **TOTAL BID PRICE (INCLUSIVE OF VAT)** R.....

PHASES: (refer to the Terms of Reference; Table 4: PROJECT PHASES AND DURATION)	PERCENTAGE	TIMEFRAMES	TOTAL COST
Phase 1: Inception and Communication Plan	10%	2 weeks	R.....
Phase 2: Data Collection and Status Quo	20%	2 Months and 2 weeks	R.....
Phase 3: Preparation of Draft SPLUM By-Law including schedules and application forms	25%	3 months	R.....
Phase 4: Public Consultation and Amendment	20%	3 Months	R.....
PHASE 5: Final SPLUM By-Law	15%	1 months	R.....



PHASE 6: Retention and close out	10%	Close-out	R.....
SUB –TOTAL (Excluding VAT)			R.....
VAT			R.....
TOTAL (Including VAT)			R..... (To be carried to the first page of SBD3.3)

NB! The Department will not be responsible for any travelling cost

4.Period required for commencement with project after acceptance of bid

.....

5. Estimated man-days for completion of project

.....

6. Are the rates quoted firm for the full period of contract?

.....

7. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

Bid Initials

Bid's Signature.....

Date:.....



INVITATION TO BID

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

BID NUMBER:	CASE NO: 010/07/2025	CLOSING DATE:	07 AUGUST 2025	CLOSING TIME:	11: 00 AM
DESCRIPTION	TERMS OF REFERENCE: FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW FOR EMFULENI LOCAL MUNICIPALITY FOR A PERIOD OF TEN (10) MONTHS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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

**524 Stanza Bopape Street (Cnr Stanza Bopape and Steve Biko)
Suncardia Building ,6th Floor
Pretoria (Arcadia)
For Attention: Jane Mpepele or Absalom Marema**

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				
	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes
	No			No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:		

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes	No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes	No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE		

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
--	--	--	--	--	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	DLRRD	CONTACT PERSON	Mr. Samuel Osei
CONTACT PERSON	Jane Mpepele / Absalom Marema	TELEPHONE NUMBER	082 562 6154
TELEPHONE NUMBER	012 337 3700 / 071 878 9095	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Samuel.Osei@dlrrd.gov.za
E-MAIL ADDRESS	Jane.Mpepele@dlrrd.gov.za / Absalom.Marema@dlrrd.gov.za		



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 ONLINE	
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	YES NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.		



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.

7 Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution



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

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

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. 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 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

D DEFINITIONS

“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;

“price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

“rand value” means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;

“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;

“the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and

"Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -

Before 27 April 1994; or

On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.



3. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

- The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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



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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

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



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

(U) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:

• **Percentage ownership equity** $\times 10 \div 100 =$ number of points claimed.

3. A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:

• **Percentage ownership equity** $\times 5 \div 100 =$ number of points claimed.

4. A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:

• **Percentage ownership equity** $\times 2 \div 100 =$ number of points claimed.

(IV) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:

(a) **Percentage ownership equity** $\times 3 \div 100 =$ number of points claimed.

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

5. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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



80/20

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

i) POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
6. 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
7. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.
- 4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.
- 4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.
- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.



5. SUB-CONTRACTING

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

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

- 5.1.1 If yes, indicate:

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

iv) DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:

- 6.2. Company registration number:

- 6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 6.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;



- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) been applied 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; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

2. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
3. 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

- Definitions
- Application
- General
- Standards
- Use of contract documents and information; inspection
- Patent rights
- Performance security
- Inspections, tests and analysis
- Packing
- Delivery and documents
- Insurance
- Transportation
- Incidental services
- Spare parts
- Warranty
- Payment
- Prices
- Contract amendments
- Assignment
- Subcontracts
- Delays in the supplier's performance
- Penalties
- Termination for default
- Dumping and countervailing duties
- Force Majeure
- Termination for insolvency
- Settlement of disputes
- Limitation of liability
- Governing language
- Applicable law
- Notices
- Taxes and duties
- National Industrial Participation Programme (NIPP)
- Prohibition of restrictive practices



General Conditions of Contract

1. Definitions

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



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



1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

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

• Standards

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

• 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.

• 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.

• Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,



security

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (J) 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
 - (K) 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.

**• 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 the6



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.

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

(KK) services

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

- (JJJ) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (KKK) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (LLL) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (MMM) 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:

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

in the event of termination of production of the spare parts:

Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

(c) 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:

6. 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;
7. if the Supplier fails to perform any other obligation(s) under the contract; or
8. 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:

7. the name and address of the supplier and / or person restricted by the purchaser;
8. the date of commencement of the restriction
9. the period of restriction; and
10. 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.

2 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



**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.

**v) 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.

**vi) 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.

**(f) Limitation
of liability**

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

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



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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.



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

Js General Conditions of Contract (revised July 2010)

Name of the bidder:

Signature of the Bidder

Date: