

DLRRD-MP0009(2025/2026)

APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE LAND USE SCHEMES OF DR JS MOROKA, THEMBISILE HANI, VICTOR KHANYE, EMALAHLENI AND EMAKHAZENI LOCAL MUNICIPALITIES, MPUMALANGA.

CLOSING DATE: 26 FEBRUARY 2026 @11H00 AM

NB: THERE WILL BE NO COMPULSORY BRIEFING SESSIONS.

FOR FURTHER ENQUIRIES:

CONTACT PERSON FOR TECHNICAL ENQUIRIES:

Mr. Sifiso Molefe
Town and Regional Planner
Telephone: (013) 754 8131
E-mail: Sifiso.Molefe@dlrrd.gov.za

Mr. Simanga Nkosi
Chief Town Planner
Telephone Number: (013) 754 8104
Email: Simanga.Nkosi@dalrrd.gov.za

CONTACT	PERSON	FOR	BID	RELATED	ENQUIRIES
Mr Alpheus Nkuna			Mr Pfarelo Makhado		Telephone Number: (013) 754 8029/8000
Telephone Number: (013) 754 8066/8000			Email: Pfarelo.Makhado@dlrrd.gov.za		
Email: Alpheus.Nkunai@dlrrd.gov.za					

NB: COMMUNICATION RELATED TO THE BID/TENDER SHOULD BE IN WRITING.

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
6th FLOOR
17 VAN RENSBURG STREET BLOCK E
BATELEUR BUILDING,
NELSPRUIT,1200**



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



PROVINCIAL SHARED SERVICES CENTRE

Directorate: Financial and Supply Chain Management Services
Private Bag X11305, NELSPRUIT, 1200, 17 van Rensburg Street, Nelspruit, 1200; Tel: 013 - 754 8000; Website: www.dalrrd.gov.za

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

BID NUMBER: DLRRD-MP0009(2025/2026)

CLOSING TIME: 11H00AM

CLOSING DATE: 26 FEBRUARY 2026

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

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

Yours faithfully

SUPPLY CHAIN MANAGEMENT
DATE: 04 FEBRUARY 2026

MAP TO BIDDER BOX (B BOX)

DLRRD-MP0009(2025/2026) CLOSING DATE: 26 FEBRUARY 2026 @ 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)

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

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

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

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

**DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
FINANCE AND SUPPLY CHAIN MANAGEMENT**

6th FLOOR

**17 VAN RENSBURG STREET BLOCK E
BATELEUR BUILDING, NELSPRUIT,
1200**

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

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

SUBMIT YOUR BID IN A SEALED ENVELOPE

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM SND RURAL DEVELOPMENT					
BID NUMBER:	DLRRD-MP0009(2025/2026)	CLOSING DATE:	26 FEBRUARY 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE LAND USE SCHEMES OF DR JS MOROKA, THEMBISILE HANI, VICTOR KHANYE, EMALAHLENI AND EMAKHAZENI LOCAL MUNICIPALITIES, MPUMALANGA.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE:					
6TH FLOOR					
17 VAN RENSBURG STREET, BATELEUR BUILDING, BLOCK E					
NELSPRUIT,1200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Alpheus Nkuna		CONTACT PERSON	Mr. Sifiso Molefe/Simanga Nkosi	
TELEPHONE NUMBER	0137548066/8000		TELEPHONE NUMBER	013 754 8131 013 754 8104	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	alpheus.nkuna@dlrrd.gov.za		E-MAIL ADDRESS	Sifiso.molefe@dlrrd.gov.za Simanga.Nkosi@dlrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
- 1.5. **BID VALIDITY PERIOD 90 DAYS**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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

DATE:

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENT (SBDs) 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 **CLOSE 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, close 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

<p>MABEL HOUSE (Pty) Ltd By resolution of the Board of Directors taken on 20 May 2000,</p> <p>MR A.F JONES has been duly authorised to sign all documents in connection with Contract no DALRRD-MP0005(2025/2026), and any contract which may arise there on behalf of MABEL HOUSE (Pty) Ltd.</p> <p>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.</p> <p>Signature of person authorised to sign the tender: Date:</p>

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

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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

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

1. DEFINITIONS

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

2. GENERAL CONDITIONS

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

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

2.2 **To be completed by the organ of state**

- 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:

- Price; and
- Specific Goals.

2.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality (Within Mpumalanga province)	3		

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

- (I) A maximum of 8 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** $\times 8 \div 100$ = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** $\times 5 \div 100$ = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** $\times 2 \div 100$ = number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** $\times 2 \div 100$ = number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
 - **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.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

5. SUB-CONTRACTING

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

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

5.1.1 If yes, indicate:

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:
- 6.2. Company registration number:
- 6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



**land reform &
rural development**

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



SUPPLIER MAINTENANCE

BAS

LOGIS

OFFICE

System User Only	
Captured By:	
Captured Date:	
Authorised By:	
Date Authorised:	
Safety Web Verification	
YES	NO

The Director General: Department of Land Reform and Rural Development

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

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

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

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

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

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

Company / Personal Details	
Registered name	
Trading name	
Tax number	
Vat number	
Title	
Initials	
First name	
Surname	

Address Details	
Postal Address Line 1	
Postal Address Line 2	
Physical Address Line 1	
Physical Address Line 2	
Postal Code	

New Detail					
<input type="checkbox"/>	New Supplier Information	<input type="checkbox"/>	Update Supplier Information		
Supplier type	<input type="checkbox"/>	Individual	<input type="checkbox"/>	Department	Department number
	<input type="checkbox"/>	Company	<input type="checkbox"/>	Trust	<input type="checkbox"/>
	<input type="checkbox"/>	CC	<input type="checkbox"/>	Other	<input type="checkbox"/>
	<input type="checkbox"/>	Partnership		Other Specify	<input type="checkbox"/>

Supplier Account Details		
<p><i>(This field is compulsory and should be completed by a bank official from the relevant bank.)</i></p>		
Account name		
Account number		
Branch name		
Branch number		
Account type	Cheque Account Savings Account Transmission Account Bond Account Other (Please Specify)	
ID Number		
Passport Number		
Company Registration Number		
*CC Registration		
*Please include CC/ CK where applicable		
Practise Number		
When the bank stamps this entity maintenance form, they confirm that all the information completed by the entity is correct.	Bank stamp It is hereby confirmed that these details have been verified against the following screens: ABSA – CIF screen FNB – Hogans system on the CIS4 STD Bank – Look-up-screen Nedbank – Banking Platform under the Client Details tab	

Contact Details			
Business	Area Code	Telephone Number	Extension
Home	Area Code	Telephone Number	Extension
Fax	Area Code	Telephone Number	
Cell	Cell Code	Cell Number	
E-mail Address			
Contact Person			

	Supplier details	Departmental sender details
Signature		
Print Name		
Rank		
Date (dd/mm/yyyy)		

Address of Land Reform and Rural Development where form is submitted from:



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

CHIEF DIRECTORATE: PROVINCIAL SHARED SERVICE CENTRE: MPUMALANGA

DIRECTORATE: MPUMALANGA SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES

Bateleur Office Park, 17 van Rensburg Street, Mbombela. Private Bag X 11305, Nelspruit, 1200. Tel: 013 754 8000; www.DLRRD.gov.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE LAND USE SCHEMES OF DR JS MOROKA, THEMBSILE HANI, VICTOR KHANYE, EMALAHLENI AND EMAKHAZENI LOCAL MUNICIPALITIES, MPUMALANGA PROVINCE

1. INTRODUCTION

- 1.1 The Department of Land Reform and Rural Development (DLRRD) requires the professional services of one (1) firm, or a consortium of suitably qualified professionals, to review the Land Use Schemes of Dr JS Moroka, Thembisile Hani, Victor Khanye, Emalahleni and Emakhazeni Local Municipality, located within the Nkangala District in Mpumalanga Province.
- 1.2 The review must be undertaken in accordance with the Spatial Planning and Land Use Management By-Laws of Dr JS Moroka, Thembisile Hani, Victor Khanye, Emalahleni and Emakhazeni Local Municipality as well as the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) (SPLUMA).

2. BACKGROUND

- 2.1 For decades, the Land Use Management System in South Africa had limited the ability of municipalities to effectively address matters relating to land development planning, development management, and the regularisation of land use activities.
- 2.2 Historically, municipalities regulated land use through Town Planning Schemes developed in terms of provincial ordinances. However, these schemes were not “wall-to-wall” and, in many cases, did not cover all areas within a municipality’s jurisdiction. As a result, large portions of land remained unaudited, leading to municipalities losing oversight and control over land use within their areas of jurisdiction.

2.3 This gap was addressed through the introduction of SPLUMA. In terms of Chapter 5, Section 24(1), municipalities were required—after public consultation—to adopt and approve a single Land Use Scheme for their entire area of jurisdiction within five years of the Act's commencement in 2015. This meant that all municipalities were expected to have adopted a Land Use Scheme by 2020. This deadline was later extended by 12 months, as per Government Gazette Notice No. 43598.

2.4 A Land Use Scheme must give effect to, and be consistent with, the Municipal Spatial Development Framework (SDF) and guide the use and development of land within the municipal area. It must do so in a manner that promotes:

- (i) Economic growth.
- (ii) Social inclusion.
- (iii) Efficient land development; and
- (iv) Minimum impact on public health, the environment and natural resources.

2.5 SPLUMA uses the term Land Use Scheme instead of older terms such as Town Planning Scheme or Zoning Scheme, in order to establish a single, standardised term for the document described in Chapter 5, which regulates and manages land use.

2.6 Section 27. (1) of SPLUMA provides that a municipality may review its land use scheme in order to achieve consistency with the municipal spatial development framework and must do so at least every five years.

2.7 The Land Use Schemes of the subject municipalities were promulgated in 2020. In accordance with the provisions of SPLUMA, the municipalities are therefore required to conduct review of their Land Use Schemes as the prescribed five-year period has lapsed.

3. PURPOSE AND OBJECTIVE OF THE PROJECT

3.1 The main objective of the project is to assist the five municipalities – Dr JS Moroka, Thembisile Hani, Victor Khanye, Emalahleni and Emakhazeni to review their Land Use Schemes in line with the provisions of SPLUMA and the By-Laws of the respective

municipalities. The review of the Land Use Schemes (LUSs) must take cognisance of the following:

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

4. CHARACTERISTICS OF THE LAND USE SCHEME

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

4.2 The LUS clauses and maps should also be reviewed. The reviewed LUS should be able to achieve amongst others, the following:

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

5. SCOPE OF THE PROJECT

5.1 The scope of the project comprises reviewing the Land Use Schemes of:

- 5.1.1 Dr JS Moroka Local Municipality
- 5.1.2 Thembisile Hani Local Municipality
- 5.1.3 Victor Khanye Local Municipality
- 5.1.4 Emalahleni Local Municipality and
- 5.1.5 Emakhazeni Local Municipality

5.2 The project will be guided by the Land Use Scheme Guidelines (2017), the provisions of the SPLUM By-Laws of Dr JS Moroka, Thembisile Hani, Victor Khanye, Emalahleni and Emakhazeni Local Municipality and SPLUMA. The reviewed LUSs should contain amongst others at least the following:

- (i) Reflection of the development principles highlighted in SPLUMA.
- (ii) Suitable categories of land use zoning and regulations for the entire municipal area.
- (iii) Cognizance of any environmental management instrument adopted by relevant environmental management authority and must comply with environmental legislation.
- (iv) Review of the provisions that permit land use management and regulation in areas under traditional leadership, rural areas, informal settlements, slums and areas not previously subject to a Land Use Scheme.
- (v) Provisions to promote the inclusion of affordable housing in residential land development.
- (vi) Land use and development incentives to promote the effective implementation of the SDF and other development policies.
- (vii) Systems to manage and regulate both formalities and informalities found with a municipal area.
- (viii) Consistency with the relevant Municipal Spatial Development Framework; and
- (ix) Processes relating to Land Use Scheme enforcement.

5.3 The review of each municipality's Land Use Scheme should focus primarily on the specific areas outline below:

5.3.1 **Dr JS Moroka Local Municipality** – the LUS review shall focus mainly on the following areas:

- 5.3.1.1 Legislative compliance – review alignment with SPLUMA and Municipal SPLUM By-Law; alignment with the SDF.
- 5.3.1.2 Assess current development trends, existing land use patterns and spatial form, density patterns and settlement trends, growth pressures and investment hotspots, environmental constraints.
- 5.3.1.3 Review and update definitions and terminology
- 5.3.1.4 Review and adjust land use and zoning categories to ensure relevance and compatibility. Further consider introducing new zoning and land use categories or joining others.
- 5.3.1.5 Define a process of rectifying errors on the Land Use Scheme

- 5.3.1.6 Formulate specific development regulations for certain land use categories and specific areas.
- 5.3.1.7 Update development policies, e.g. inclusion of newly developed development policies.
- 5.3.1.8 Provide for differentiated application procedures for various forms of land tenure arrangements, considering the specific context of the municipality.
- 5.3.1.9 Ensure that the scheme is aligned with municipal spatial policies, e.g. the SDF.
- 5.3.1.10 Provide overlay zones, particularly to regulate development on agricultural land and protected areas.
- 5.3.1.11 Provide a GIS compatible scheme that would be accessible through the municipal GIS system.
- 5.3.1.12 Provide a mechanism/tool for the monitoring and tracking of land use changes.
- 5.3.1.13 Provide for transitional arrangements

5.3.2 **Thembisile Hani Local Municipality** – the LUS review shall mainly focus on the following areas:

- 5.3.2.1 Review and update definitions and terminology
- 5.3.2.2 Review and adjust land use and zoning categories to ensure relevance and compatibility
- 5.3.2.3 Review legislative and policy context in line with changes in policy context, e.g. SPLUMA Certificates court ruling
- 5.3.2.4 Formulate specific development regulations for certain land use categories and specific areas.
- 5.3.2.5 Policies, guidelines and simplified requirements for small scale businesses and informal trade as well as township economy.
- 5.3.2.6 Provide differentiated land use management schemes for urban, rural and informal areas.
- 5.3.2.7 Align LUS with the SDF and SPLUM By-Law.
- 5.3.2.8 Formulate development guidelines and regulations for specific land uses, e.g. taverns, carwash, spaza shops, etc.
- 5.3.2.9 Updating spatial data and scheme maps.
- 5.3.2.10 Land use survey to be conducted.
- 5.3.2.11 Review of Existing Zoning and Scheme Clauses
- 5.3.2.12 Review zoning categories and subcategories

5.3.2.13 Review development controls (height, coverage, FAR, building lines, parking standards).

5.3.3 **Emakhazeni Local Municipality** – the LUS review shall focus mainly on the following areas

5.3.3.1 Review and update the land use definitions and terminology sections

5.3.3.2 Development regulation – including the introduction of new development controls and measures, e.g. defining area sizes for density use on each zone.

5.3.3.3 Zoning and Land Use Categories – revision of zoning and land use under each zone, including addition of more land uses and ensuring alignment and compatibility, with due consideration of development intensities. Further make revisions on development controls in line with the spatial objectives of the municipality as depicted in the SDF and the context of the municipality. i.e. proposed additions and subtractions of uses under different zoning categories.

5.3.3.4 Land use survey (desktop) and zoning scheme maps – a thorough revision is required to correct existing errors and ensure that maps are based on proclaimed zonings and other approvals. It is suggested that the actual zonings of properties be thoroughly investigated and correctly indicated on the proposed reviewed Scheme Map.

5.3.3.5 Review scheme maps to reflect historic zoning approvals and to rectify incorrectly depicted zoning categories.

5.3.3.6 Review overlay zones to align with new legislation, policies and frameworks and depict SDF directives while maintaining factual zoning rights depiction on scheme maps. The current Scheme Map appears to reflect and focus more on the desired land use patterns derived from the SDF. It is suggested that this be reviewed so that the SDF directives are rather captured as Overlay zones, than being included in the Use Zones on the maps. This will ensure that the actual zoning map remains a real indication of actual zoning rights.

5.3.3.7 Provide provisions depicted on relevant policy and legislation.

5.3.3.8 Provide differentiated land use management schemes for urban, rural and informal areas with due consideration to the different conditions defining the various localities.

5.3.3.9 Compliance, enforcement and transitional arrangements – to address properties with existing right and ongoing applications.

5.3.3.10 Sections that are already contained in the By-law, such as the Law Enforcement

Procedures in Chapters 13 and 14, should not be duplicated in the Scheme provisions.

5.3.3.11 Formulate a standard draft Amendment Scheme Map and Schedule (Annexure).

5.3.4 Victor Khanye Local Municipality – the LUS review shall focus mainly on the following areas:

- 5.3.4.1 Revise land use definitions and terminology sections
- 5.3.4.2 Revise spatial data and scheme maps to rectify inconsistencies
- 5.3.4.3 Revise zoning categories and introduce overlay zones
- 5.3.4.4 Align regulatory framework and LUS provisions with recent legislative and policy changes
- 5.3.4.5 Align the scheme with the latest SDF and rectify conflicts
- 5.3.4.6 Make provision for emerging issues – e.g. renewable energy sector
- 5.3.4.7 Revise scheme to strictly delineate and differentiate between certain land use categories
- 5.3.4.8 Introduce zoning categories/ overlay zones to support informal settlement upgrading.
- 5.3.4.9 Agricultural and peri-urban land-use classification – introduce overlay conditions in the scheme that link rezoning/development to service capacity and to map out constraints' zones" e.g. dolomite risk areas.

5.3.5 Emalahleni Local Municipality – the LUS review shall focus on the following areas:

- 5.3.5.1 Review land use definitions and terminology sections
- 5.3.5.2 Update spatial data and scheme maps – including update zoning and cadastral data
- 5.3.5.3 Review zoning categories to incorporate changes that have occurred over time
- 5.3.5.4 Provide differentiated land use management schemes for urban, rural and informal areas.
- 5.3.5.5 Revise the regulatory framework of the scheme, e.g. to make provision for addressing small and low intensity undertaken from residential properties, e.g. spaza shops.
- 5.3.5.6 Policies and guidelines – develop a guiding policy for small scale businesses and provide for provisions for townships/informal/rural settlements
- 5.3.5.7 Align scheme with the SDF

5.4 The review of each Land Use Scheme must align with the provisions of Chapter 3 of SPLUMA and the respective Municipal By-Laws.

5.5 The successful bidder may be required to undertake additional reviews beyond those specified, as identified by the Project Management Committee, Project Steering Committee, or arising from issues or areas highlighted during the public consultation process.

6. PROJECT OUTCOMES

6.1 Each reviewed Land Use Scheme must include, amongst others, the following:

- (i) Scheme Regulations (Scheme Clauses)
- (ii) Scheme Maps
- (iii) Zones
- (iv) Scheme Controls
- (v) Design and Layout Requirements
- (vi) General Administrative powers of the LUS
- (vii) Legal effect of LUS
- (viii) Strategy to address illegal land uses

7. CRITICAL MILESTONES

7.1 The following Six (6) critical milestones/ phases should be used to review the five Land Use Schemes.

7.1.1 **Phase 1: Inception:** This phase will involve the preparation of a Project Plan in alignment with these Terms of Reference, clearly outlining all project phases, activities, and deliverables. A Project Steering Committee (PSC) must be established by identifying and confirming participation from all key stakeholders. The PSC will be responsible for reviewing and approving the inception report and subsequent phase reports throughout the project. The Inception Report and project plan must include but should not be limited to:

- Project objectives and scope.
- Detailed work breakdown structure.
- Deliverables and timelines.
- Roles and responsibilities of project team members.
- Stakeholder engagement plan.
- Risk assessment and mitigation measures; and
- Reporting and approval process.
- Possible dates for Project Management Committee (PMC) and PSC meetings.

7.1.2 **Phase 2: Data Collection and Research Analysis:** This phase involves the systematic collection, verification, and analysis of all relevant data to inform the review of the Land Use Schemes. The key data sources and components that must be addressed include the following:

- Desktop Land Use Survey and Verification – including the identification of existing land uses, non-conforming uses, and any deviations from the current LUSs.
- Cadastral and Jurisdictional Boundaries – confirmation and mapping of municipal boundaries and cadastral data.
- Municipal Planning Documents – review of the respective Integrated Development Plans (IDPs) and the Spatial Development Frameworks (SDFs) to ensure alignment.
- Aerial Photography – utilisation of up-to-date aerial imagery to verify and map land uses and physical features.
- Land Ownership Verification – assessment of ownership records to inform land management and planning decisions.
- Land Tenure – identification of different forms of land tenure and their spatial distribution.
- Settlement Patterns – mapping and classification of defined urban areas, rural settlements, and other settlement types.
- Physical Environment – analysis of geology, soil characteristics, topography, and slope, to determine development suitability.

- Existing LUS Review – evaluation of the current Land Use Scheme's provisions, implementation, and enforcement.
- Environmentally Sensitive Areas – identification of ecologically important or protected areas requiring special planning consideration.
- Engineering Services and Infrastructure – assessment of existing service levels, current demand, available capacity, and associated operational costs.

7.1.3 **Phase 3: Draft Land Use Scheme and Supporting Documents:** The purpose of this phase is to plan, conceptualise, and prepare the draft Land Use Schemes. The draft LUSs should integrate the findings from Phase 2. Proposals contained in the SDFs should be translated into broad land use proposals that will inform and give effect to the Land Use Schemes. Additionally, existing general and land use definitions should be reviewed to ensure consistency and relevance.

7.1.4 **Phase 4: Consultation and Amendments:** Once the draft Land Use Schemes have been completed, public participation must be conducted. This consultation should involve all relevant stakeholders, including Traditional Councils (if relevant) and affected communities. Feedback received during this process should be carefully considered and incorporated into the LUSs through the necessary amendments.

7.1.5 **Phase 5: Adoption and Application Procedures:** this phase includes preparing and submitting the final draft Land Use Schemes, including all clauses, maps, and supporting documents, to the PSC for review and approval. once adopted, the LUSs will be submitted to the respective Municipal Councils for final adoption. Following adoption by the Councils, the LUSs will be formally promulgated and implemented.

7.1.6 **Phase 6: Close Out Process:** Final Land Use Schemes, data and supporting material should be handed over to the client. A close-out report must be prepared and submitted to the client.

7.2 All milestones outlined in Section 7.1 must be executed individually, separately, and simultaneously for each of the five municipalities, ensuring consistent quality and compliance across all areas.

8. DELIVERABLES

8.1 The appointed service provider(s) will be required to deliver the following to the DLRRD, Dr JS Moroka, Thembisile Hani, Victor Khanye, Emalahleni and Emakhazeni Local Municipalities:

- A detailed Inception Report including a comprehensive Project Plan.
- Data Collection and Research Analysis Report.
- Draft Land Use Scheme and all supporting documents.
- Public Participation Report documenting stakeholder engagement and feedback (per municipality)
- Final Draft Land Use Scheme incorporating amendments from consultations.
- Promulgation of the adopted Land Use Schemes.
- GIS Information: All spatial information collected and derived must be submitted in GIS-capable file formats (e.g., shapefiles, geodatabase, layer files, data packages, MXD files) and include metadata records in accordance with the South African National Standard (SANS 1878). Spatial data must also comply with Regulation 5(2) of the Spatial Data Infrastructure Act, 2003.

8.2 The deliverables list in 8.1 above must be prepared and submitted separately for each of the five municipalities.

8.3 Submissions of reports should be in the form of both hard and electronic versions. Ownership of documentation collected from this assignment vest in DLRRD and the municipalities. The DLRRD and the municipalities will become the custodian of documentation submitted.

8.4 The service provider will be responsible for the layout design and editing of the publication in line with the municipal corporate identity. The project manager must sign off the final document before printing. The proposed specification for the Final LUSs can be seen below:

Booklet Size	A4
Cover Page	250 gsm Hi-Q Titan double coated gloss
Text Printed	113 gsm Hi-Q Titan double coated gloss
Colour	Full Colour
Binding	PUR binding
Volume	6 copies per LUS per Municipality
An open file and a print ready artwork of the final Draft LUS and Scheme Maps is to be submitted on USB along with the all map MXD and Geo-database (shapefiles)	X10 per Municipality

8.5 The GIS data must further meet the following requirements: -

- All scheme maps should be in A3 size.
- Maps must be numbered and listed in the page of contents.
- All the text in the maps and the legends must be legible.
- The same map template/ layout must be used throughout the document.
- All maps should have the basic map elements, namely: a title, north arrow, legend, scale bar.
- All the features on the map must be explained in the legend.
- All mapping must be developed at an appropriate and readable scale.
- All maps must also be available in Power point Presentation format as well as the corresponding Map Document (MXD) with all spatial information in shapefiles or a geodatabase ready to be accessed in ArcGIS.

9. PROJECT DURATION AND COST

9.1 The project must be completed within a period of 12 months effective from the date to be determined in the Service Level Agreement to be signed by the successful service provider. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled in Table 1 below:

Table 1: Project Phases

PHASES	% PAYABLE	TIMEFRAMES	DELEVIRABLE
Phase 1: Inception	5%	1 month	5 Inception reports
Phase 2: Data Collection and Research Analysis	20%	3 months	Data Collection and Research Analysis Report
Phase 3: Draft LUS and Supporting Documents	30%	3 months	Draft LUSs and Supporting Documents
Phase 4: Consultation and Amendments	20%	3 months	Consultation Report and Revised Draft LUSs
Phase 5: Final LUS and Supporting Documents	20%	2 months	Final LUSs and Supporting Documents for Council Adoption
Phase 6: Close-out report and Retention	5%		Copies of the Final LUSs with proof of submission to Council
Total	100%	12 months	

9.2 Payment will be made based on approved work in progress with a ceiling of 95% of the project cost. The balance (5% retention) of the project cost will only be paid after submission of all deliverables.

9.3 A Closeout report is also expected to be submitted as part of the deliverables in phase 6: Close-out report and Retention.

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

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

9.6 The tender amount should be inclusive of all disbursements, such as consultation processes and traveling.

10. UNDUE DELAY REMEDIES

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

Table 2: Project Phases

Milestone	% Payable	5 Days Overdue	10 Days Overdue	15 Days Overdue	30 Days Overdue	More than 30 days
Phase 1	5%	20%	40%	60%	80%	100%
Phase 2	20%	20%	40%	60%	80%	100%
Phase 3	30%	20%	40%	60%	80%	100%
Phase 4	20%	20%	40%	60%	80%	100%
Phase 5	20%	20%	40%	60%	80%	100%
Phase 6	5%					
Total	100%					

11. EXTRA WORK

11.1 Any costs for extra work by the service provider, incurred over and above this bid which, in the sole opinion of the Director: Spatial Planning and Land Use Management is due to reasons attributable to the service provider during any phase of the project shall be borne by the service provider.

12. CONTENTS OF THE PROJECT PROPOSAL

12.1 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.

12.2 An executive summary of the key issues covered in the Proposal.

12.3 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.

- 12.4 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.
- 12.5 Certified copies of all certificates, references, professional registration and related certification for all members of the proposed team must be attached.
- 12.6 Any other information relevant to the determination of the suitability of the interested bidder for this project should be listed.
- 12.7 All-inclusive costing model and a project plan.
- 12.8 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 experts.
 - c. Organisational, managerial and technical ability.
 - d. Full CVs of all proposed team members.
 - e. Minimum 3 contactable current and previous client references for three different clients.
 - f. Proof of professional registration with SACPLAN.

13. INFORMATION GATHERING

- 13.1 The selected service provider will be expected to contact all the relevant officials and units within all spheres of government and other stakeholders of government or any 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.

13.2 Existing information which is available within the DLRRD Branch: Spatial Planning and Land Use Management and the respective municipalities will be made available to the appointed service provider during the execution of the project.

13.3 In the case where a letter to confirm and motivate for requesting information from the different spheres of government or parastatals is required, DLRRD will provide the requested letter.

13.4 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.

14. TERMS AND CONDITIONS OF THE BID

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

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

- Period of agreement.
- Project objectives, milestones and scope.
- Staffing.
- Project plan and project plan management.
- Budget.
- Cost and fee payment.
- Method of communication.
- Reporting relationship.
- Deliverables and conditions and terms of deliverables.
- Form and formats of working papers.
- Reviews.
- Uncompleted work.
- Confidentiality.
- Disputes; and

- Financial penalties

14.3 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.

14.4 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.

14.5 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.

14.6 Any deviation from the project plan should be put in writing and signed by the project manager of DLRRD.

14.7 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.

14.8 Payments will be on work-completed basis i.e. on set milestones as per the project plan.

14.9 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.

14.10 Payment will ONLY be made as per deliverables and upon SATISFACTION of good and quality product. Therefore, original invoices submitted for payments must be submitted for payment with relevant supporting documents. No copies or e-mailed invoices will be processed.

- 14.11 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.
- 14.12 Original invoices to substantiate all costs must be provided. The invoices should include DLRRD order number that will be provided to the selected service provider upon acceptance of the proposal.
- 14.13 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.
- 14.14 The DLRRD reserves the right not to appoint anyone.
- 14.15 No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the DLRRD, except where duly authorized to do so in writing by the DLRRD.
- 14.16 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 DLRRD.
- 14.17 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 DLRRD.
- 14.18 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.
- 14.19 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 the Service Provider or impact negatively on the pace and quality of the project outcome.

15. MANDATORY REQUIREMENTS

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

- 15.1 A resolution authorizing a particular person to sign the bid documents. In cases of a joint venture, each company/entity must submit a separate resolution authorizing a particular person to sign the bid documents, including a consolidated resolution letter on behalf of the joint venture.
- 15.2 Bidders must complete and sign the pricing schedule (SDB 3.3).
- 15.3 The Project Leader must be registered as a Professional Planner by the South African Council for Planners with a minimum of 5 years' post registration experience. A copy of a valid (in good standing) registration certificate should be attached to the proposal (the Department may verify registration details with SACPLAN).
- 15.4 One member of the Project Team must be a GISC Practitioner (at least at Technologist level) registered with the SAGC. A copy of the valid registration certificate should be attached to the proposal.

16. ADMINISTRATIVE REQUIREMENTS

- 16.1 The Bidder is required to be registered on the Central Supplier Database (CSD) prior submitting the Bid. Where Consortia / Joint Ventures / Sub- contractors are involved, each party must be registered on the Central Supplier Database prior submitting the Bid.
- 16.2 Bidders must ensure compliance with their tax obligations. Bidders may submit printed TCS/CSD/SARS PIN together with their bid. In bids where consortia/Joint Venture/sub-contractors are involved each party must submit a separate valid tax clearance certificate, SARS Pin, TCS or CSD printout.

17. REPORTING AND ACCOUNTABILITY

- 17.1 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.

- 17.2 All information captured and or used to generate the outputs of the project remains the property of DLRRD and the two local municipalities and must be handed over in its totality when the project is closed. DLRRD, Dr JS Moroka, Thembisile Hani, Victor Khanye, Emalahleni and Emakhazeni Local Municipality will retain copyright and all associated intellectual rights thereof.
- 17.3 This document together with all agreements to be or reached during the course of the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and DLRRD. This agreement must be reached and signed off together with the project plan before the project commences.

18. EVALUATION CRITERIA

- 18.1 Proposals will be evaluated in two stages. On the first stage, bids will be evaluated on functionality and on the second stage will be evaluated in accordance with 80/20 preference points system as stipulated below. The following Quality (functionality) criteria set out in the table below will be used in the evaluating of the tenders regarded as being responsive.

18.2 Evaluation of Functionality

- 18.2.1 The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality, criteria and values. The applicable values that will be utilized when scoring each criterion range from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent**.
- 18.2.2 The minimum requirements as highlighted in the below table is an indication of the benchmark required to qualify for the second stage (presentation) of the evaluation.
- 18.2.3 The bids that fail to achieve a minimum of 70 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on second stage (presentation) and third stage (Preference Points System).

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. Capability: Firm's experience, track record and competency	<p><u>Team Leader</u></p> <ul style="list-style-type: none"> - The team leader must be registered as a Professional with post registration experience in managing and coordinating spatial planning projects. - Attach CV of team leader clearly indicating a detailed profile of the previous work experience and contactable references (list names and contact details – cell phone/ telephone numbers and e-mail addresses). - Team leader will be evaluated on the years of post-registration experience as follows: <ul style="list-style-type: none"> • 5 up to 6 years 1 • More than 6 up to 8 years 2 • More than 8 up to 10 years 3 • More than 10 years up to 12 years 4 • More than 12 years 5 	15	75
	<p><u>Technical Team</u></p> <ul style="list-style-type: none"> - Bidders must provide adequate technical capacity for the execution of the project. - Must attach copies of qualifications and CVs of all individuals forming the technical team clearly indicating detailed profiles of each individual's previous work experience and contactable references (list names and contact details, i.e. cellphone/ telephone numbers, and e-mail addresses). - Adequate planning capacity to be allocated for executing this project (e.g five (5) professional planners, with each being assigned a land use scheme). The bidder may allocate more resources, and higher staffing levels will be awarded higher points. - The Bidder must provide adequate GIS capacity to support the execution of the project across the five (5) municipalities/land use schemes. - The technical team to be utilised in the execution of the project will be evaluated as follows: 		

	<p>(1) Additional Town Planners</p> <ul style="list-style-type: none"> - Only town planners who are registered as Professional Planners, in good standing, and who have at least two (2) years' post-registration experience will be considered for scoring and evaluation purposes.. - A valid SACPLAN registration certificate should be submitted. The Department reserves the right to verify registration details with SACPLAN. <p>Scoring Criteria – Score (1–5)</p> <ul style="list-style-type: none"> • 1 Planner.....1 • 2 Planners.....2 • 3 Planners.....3 • 4 Planners.....4 • 5 or more planners5 	25	
	<p>(2) GIS Specialists</p> <ul style="list-style-type: none"> - Attach relevant tertiary qualification in GIS, Geomatics, or related field. - Attach proof of registration with professional body (if/where applicable) <p>Scoring Criteria – Score (1–5)</p> <ul style="list-style-type: none"> • 1 Specialist (<i>with 0 or more years' experience</i>)1 • 2 Specialists (<i>with ≤10 combined years' experience</i>).....2 • 2 Specialists (<i>with >10 combined years' experience</i>).....3 • ≥ 3 Specialists (<i>with ≤15 combined years' experience</i>).....4 • ≥ 3 Specialists (<i>with >15 combined years' experience</i>).....5 	15	
	<p>Firm's Track Record</p> <ul style="list-style-type: none"> - Bidder must demonstrate sufficient relevant experience and track record in executing similar projects. - A minimum of two previously successfully completed projects in development/review of land use schemes shall be regarded as sufficient relevant experience. - Bidder must provide sufficient proof of previously completed land use scheme compilation/review projects in the form of (1) 	20	

	<p>signed appointment letter and (2) signed reference/completion letter.</p> <p>Scoring Criteria – Score (1–5)</p> <ul style="list-style-type: none"> • 2 or less successfully completed projects 1 • 3 Successfully completed projects..... 2 • 4 Successfully completed projects..... 3 • 5 Successfully completed...projects..... 4 • 6 or more successfully completed projects 5 		
2. Methodology	<p>Approach and Methodology</p> <p>The bidder must provide a clear and comprehensive approach and methodology detailing how the project deliverables will be executed, with specific consideration that five land use schemes will be reviewed simultaneously.</p> <p>Scoring Criteria – Score (1–5)</p> <ul style="list-style-type: none"> • The proposed approach and methodology are not clearly defined..... 1 • The proposed approach and methodology are outlined at a basic level and demonstrate limited understanding of how the project will be executed..... 2 • The proposed approach is clear and demonstrates adequate understanding of project requirements..... 3 • The proposed approach is well-detailed and shows strong understanding of project execution..... 4 • Exceptional approach; demonstrates comprehensive understanding, effectively addresses the simultaneous review of five schemes, and includes innovative or value-adding elements..... 5 	15	25

	<p><u>Project Plan</u></p> <p>The bidder must submit a project plan that demonstrates a coordinated approach to managing all project deliverables within the required timeframes. The plan must also clearly outline how the five Land Use Schemes will be executed and managed concurrently.</p> <ul style="list-style-type: none"> • The project plan does not meet the required standards..... 1 • The project plan meets some requirements; any delays are unlikely to significantly affect the overall outcome..... 2 • The project plan aligns with all requirements..... 3 • The project plan meets all requirements and demonstrates a high standard of project execution..... 4 • The project plan proposes innovative, efficient solutions that enable delivery ahead of schedule..... 5 	10	
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18.2.4 The bids that fail to achieve a minimum of 70 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on second stage (presentation) and third stage (Preference Points System).

18.2.5 Only bids that achieve the minimum qualifying score of 70 points out of 100 points for functionality will be evaluated in the second stage (80/20 Preference Points System).

18.3 Second 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.

18.3.1 Stipulation of the preference point system

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
i) Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
ii) Who is female	5		

iii) Who has a disability	2		
iv) Specific goal: Youth	2		
I. Specific goal: Locality v) (Promotion of South African owned enterprises or promotion of enterprises located in a specific province or promotion of enterprises located in a specific district) (<i>Within Mpumalanga Province</i>)	3		

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

- i) A maximum of 8 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** $\times 8 \div 100$ = number of points claimed.
- ii) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** $\times 5 \div 100$ = number of points claimed.
- iii) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** $\times 2 \div 100$ = number of points claimed.
- iv) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** $\times 2 \div 100$ = number of points claimed.

- v) A maximum of 3 points may be allocated to tenderers Promotion of South African owned enterprises **or** promotion of enterprises located in a specific province **or** promotion of enterprises located in a specific district) (*Within Mpumalanga Province*) on the following basis:
 - **Percentage ownership equity** $\times 3 \div 100 =$ number of points claimed

Percentage ownership equity $\times 3 \div 100 =$ number of points claimed

18.3.3 It is important to note that failure by a tenderer to complete table 2.12 in full on SBD 6.1 will result in points for specific goals not to be allocated.

- 18.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit proof or documentation required in terms of this tender to claim points for specific goals.
- 18.5 The points scored by a bidder in respect of the specific goals will be added to the points scored for price. The points scored will be rounded off to the nearest 2 decimals.
- 18.6 In the event should two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 18.7 In the event should two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

19. PROJECT MANAGEMENT WITHIN DLRRD

- 19.1 This project will be facilitated by a team consisting of officials from DLRRD, Dr JS Moroka, Thembisile Hani, Victor Khanye, Emalahleni and Emakhazeni Local Municipality and any other person(s) appointed by DLRRD.

20. OUTCLAUSE

- 20.1 The Department of Land Reform and Rural Development reserves the right not to

appoint if suitable candidates are not found, at the complete discretion of the Department.

20.2 The Department of Land Reform and Rural Development reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

21. CONTACT PERSON FOR TECHNICAL ENQUIRIES

Mr. Sifiso Molefe

Telephone Number: (013) 754 8131

Email: Sifiso.Molefe@dlrrd.gov.za

Mr. Simanga Nkosi

Telephone Number: (013) 754 8104

Email: Simanga.Nkosi@dlrrd.gov.za

22. PUBLICATIONS

- Departmental website and National Treasury e-Tender Portal
- Advert period minimum of 21 days.

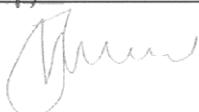
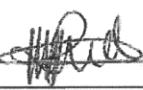
23. APPROVAL OF THE TERMS OF REFERENCE

These terms of reference have been checked and approved as follows:



Mr A Nkuna
Secretariat
Date: 15/12/2025

BID SPECIFICATION COMMITTEE MEMBERS

NAMES	SIGNATURE	Supported / Not Supported / Comments
Mr S Molefe (Deputy Chairperson)		Supported
Mr C Sambo (Member)		Supported
Ms. Ntshangase (Member)		Supported
Mr. S. Kubheka (Member)		Supported
Mr N Gumede (Member)		<i>Supported</i>
Mr J Kgare (Member)		Supported
Ms. A Matodzi (Member)		<i>Supported</i>
Mr. N Mohlapi (Member)		Supported

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

Approved / Not Approved / Comments

BID SPECIFICATION COMMITTEE CHAIRPERSON:	MR. DAVE MOFFETT
Signature: 	Date: 17/12/2025

Name of Bidder:

PRICING SCHEDULE FOR APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE LAND USE SCHEMES OF DR JS MOROKA, THEMbisile HANI, VICTOR KHANYE, EMALAHLENI AND EMAKHAZENI LOCAL MUNICIPALITIES, MPUMALANGA PROVINCE

PRICING SCHEDULE [SBD 3.3]

PRICING SCHEDULE FOR APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE LAND USE SCHEMES OF DR JS MOROKA, THEMbisile HANI, VICTOR KHANYE, EMALAHLENI AND EMAKHAZENI LOCAL MUNICIPALITIES, MPUMALANGA PROVINCE

SBD 3.3

PRICING SCHEDULE

NAME OF SERVICE PROVIDER: Bid NO.:

CLOSING TIME:

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 the total Estimated cost for all the activities and including expenses inclusive of VAT for the project.

3. **TOTAL PRICE** R.....

PRICING SCHEDULE FOR APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE LAND USE SCHEMES OF DR JS MOROKA, THEMBSILE HANI, VICTOR KHANYE, EMALAHLENI AND EMAKHAZENI LOCAL MUNICIPALITIES, MPUMALANGA PROVINCE

PRICING SCHEDULE [SBD 3.3]

NB: REFER TO TABLE 2: PROJECT COST AND TIME FRAME ON THE TERMS OF REFERENCE.

PHASES (including Stakeholder Engagements)	% PAYABLE	TIME FRAMES	TOTAL COST
Phase 1: Inception	5%	1 month	R.....
Phase 2: Data Collection and Research Analysis	20%	3 months	R.....
Phase 3: Draft LUS and Supporting Documents	30%	3 months	R.....
Phase 4: Consultation and Amendments	20%	3 months	R.....
Phase 5: Final LUS and Supporting Documents	20%	2 months	R.....
Phase 6: Close-out report and Retention	5%		
12 MONTHS	100%		
	% PAYABLE		
SUBTOTAL COST (EXCL VAT)			R.....
VAT @ 15%			R.....
TOTAL COST FOR THE PROJECT (INCL VAT)			R.....

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

6. Estimated man-days for completion of project
.....

7. Are the price quoted firm/not firm for the full period of contract?
delete which is not applicable
.....

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

origin and which have the potential to harm the local industries in the RSA.

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

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual

- (d) for each appropriate unit of the supplied goods; performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices		<p>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).</p> <p>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.</p>

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

Js General Conditions of Contract (revised July 2010)