

LA 1.2

5/2/1 (007) 2024/2025

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A WALL-TO-WALL LAND USE SCHEME FOR MADIBENG LOCAL MUNICIPALITY FOR A PERIOD OF NINE (9) MONTHS.

CLOSING DATE: 26 APRIL 2024 @ 11:00

TECHNICAL ENQUIRIES : Ms. Moshibudi Bapela/ Mr Tshifhiwa Nekhwevha
TEL : (012) 318 9505/012 312 8015
EMAIL: [moshibudibapela@madibeng.gov.za/](mailto:moshibudibapela@madibeng.gov.za)
Tshifhiwa.Nekhwevha@dalrrd.gov.za/municipality

BID RELATED ENQUIRIES : Ms. Kedumetse Modise/ Ms. Dikeledi Mohlala
TEL : 012 312 8385/8402
EMAIL: kedumetse.modise@dalrrd.gov.za /dikelediL@dalrrd.gov.za



LA 1.1



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Kopano Ntsoane: **Tel:** (012) 312 8262

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

RFQ NO: 5/2/1 (007) 2024/2025

CLOSING TIME: 11H00

CLOSING DATE: 26 April 2024

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, Pricing Schedule SBD 3.3, SBD4, SBD6.1, terms of reference (TOR).
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD).
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

SIGNED
QUOTATION MANAGEMENT
DATE:

MAP TO QUOTATION BOX (B BOX)**RFQ NO: 5/2/1 (007) 2024/2025 CLOSING DATE: 26 APRIL 2024 @ 11:00**

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

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

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

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

**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
Acquisition Management
(QUOTATION)
600 LILLIAN NGOYI, BEREA PARK
PRETORIA,
CENTRAL**

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

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

SUBMIT YOUR BID IN A SEALED ENVELOPE

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)					
BID NUMBER:	5/2/1 (007) 2024/2025	CLOSING DATE:	26 April 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A WALL-TO-WALL LAND SCHEME FOR MADIBENG LOCAL MUNICIPALITY FOR A PERIOD OF NINE (9) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
600 LILLIAN NGOYI, BEREA PARK					
PRETORIA CENTRAL					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Kedumetse Modise/ Ms Dikeledi Mohlala		CONTACT PERSON	Ms. Moshibudi Bapela	
TELEPHONE NUMBER	(012) 312 8385/8402		TELEPHONE NUMBER	(012) 312 31 8015/ 012 318 9405	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Kedumetse.modise@dalrrd.gov.za/ dikelediL@dalrrd.gov.za		E-MAIL ADDRESS	Tshifhiwa.Nekhwevha@dalrrd.gov.za/ moshibudibapela@madibeng.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

**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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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

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

SIGNATURE OF BIDDER:

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

DATE:

SBD4**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.

SBD4

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.

SBD4

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

SBD 6.1

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

1. DEFINITIONS

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

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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 propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

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

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

TERMS OF REFERENCE: FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A WALL TO WALL LAND USE SCHEME FOR MADIBENG LOCAL MUNICIPALITY FOR A PERIOD OF NINE (9) MONTHS.



**agriculture, land reform
& rural development**

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

**Branch: Spatial Planning and Land Use Management; Planning Facilitation Chief Directorate
Department of Agriculture, Rural Development and Land Reform, 600 Lillian Ngoyi Street, Pretoria 0001| Berea Park 0001| Private Bag X 833, Pretoria 0001| Tel: 012 312 8030/8022**

TERMS OF REFERENCE: FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A WALL-TO-WALL LAND USE SCHEME FOR MADIBENG LOCAL MUNICIPALITY FOR A PERIOD OF NINE (9) MONTHS.

1. INTRODUCTION

- 1.1 The Department of Agriculture, Land Reform and Rural Development (DALRRD) requires the services of firms or a consortium of suitably qualified firms to develop a wall to wall Land Use Scheme (hereafter referred to as the LUS) for Madibeng Local Municipality in the North West Province
- 1.2 The past apartheid planning system brought about challenges which resulted in the disempowerment of municipalities to properly deal with issues pertaining to land development, management and the regularization of land use activities. This resulted in a differentiated approach used within municipalities to address land use management in different areas of the municipality.
- 1.3 Section 24 of the Spatial Planning and Land Use Management Act, Act No 16 of 2013 (SPLUMA) requires that a Municipality, must after public consultation, adopt and approve a single land use scheme for its entire area within 5 years from the commencement (1st July 2015) of the Act
- 1.4 Land Use Schemes were fragmented and neglected to address land use management within rural and informal areas. Madibeng Local Municipality is not an exception. Only Brits, Hartebeespoort, Lethlabile ,Kosmos and Peri Urban Areas towns fall within the scheme boundary and the remaining rural towns fall outside.

TERMS OF REFERENCE: FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A WALL TO WALL LAND USE SCHEME FOR MADIBENG LOCAL MUNICIPALITY FOR A PERIOD OF NINE (9) MONTHS.

- 1.5 The need therefore exists to develop a wall to wall land use scheme for the municipality to ensure harmonious and coordinated land use control.

2. BACKGROUND

- 2.1 Madibeng Local Municipality is a category B municipality; It is one of five local municipalities within the Bojanala District Municipality in the North West Province. The area of jurisdiction comprises of

- Brits
- Hartbeespoortdam
- Lethlabile
- Kosmos

- 2.2 Post amalgamation of municipalities, Madibeng Local Municipality was formed through the consolidation of the above mentioned 4 towns. The municipality consists of urban and rural areas with formal and informal settlement patterns.

- 2.3 The following planning legislation are applicable to the area within the scheme boundary:

- Brits Town Planning Scheme 1/1958
- Haartbeespoort dam Town Planning Scheme 1/1993
- Kosmos Town planning Scheme 1/1999
- Peri Urban Areas Town Planning Scheme 1/1975
- Lethlabile Town Planning Scheme 1/1990

3 PROBLEM STATEMENT

- 3.1 Due to different planning legislation used in Madibeng Local Municipality, land use management is fragmented creating development patterns that do not promote integration and sustainability of social, economic and environmental elements. This further creates weak and uncoordinated institutional arrangements promoting incoherent planning procedures and systems within the municipality.

TERMS OF REFERENCE: FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A WALL TO WALL LAND USE SCHEME FOR MADIBENG LOCAL MUNICIPALITY FOR A PERIOD OF NINE (9) MONTHS.

- 3.2 The old Town Planning Schemes are outdated and no longer have relevance to current developmental challenges facing the Municipality, hence the call to develop a new LUS covering the entire administrative area of Madibeng Local Municipality.
- 3.3 The development of the Madibeng LUS will draw its legislative foundation from the Town Planning and Townships Ordinance, 1986 (No 15 of 1986) and the Spatial Planning and Land Use Management Act (Act 10 of 2013) which requires a municipality to adopt and approve a single land use scheme for its entire area.

4. PURPOSE AND OBJECTIVES OF THE PROJECT

- 4.1 The objective of this project is to develop a simplified yet comprehensive LUS to ensure the orderly and harmonious development of the municipal area without sacrificing the natural environment. The LUS will encompass all areas within the jurisdiction of the Madibeng Local Municipality.
- 4.2 To develop a LUS that will give effect to and be consistent with the municipal spatial development framework and determine the use and development of land within the municipal area to promote economic growth, social inclusion, efficient development and to minimize the impact on public health and natural resources.
- 4.3 To bridge the gaps and inconsistencies created by multiple planning tools used when considering development proposal within the municipality.
- 4.4 In terms of Section 24 of SPLUMA the content of a LUS must:
- Include suitable categories of land use zoning and regulations for the entire municipal area, including areas not previously subject to a land use scheme;
 - Take cognisance of any environmental management instrument adopted by the relevant environmental management authority, and must comply with environmental legislation;
 - Include provisions that permit the incremental introduction of 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;
 - Include provisions to promote the inclusion of affordable housing in residential land development;

TERMS OF REFERENCE: FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A WALL TO WALL LAND USE SCHEME FOR MADIBENG LOCAL MUNICIPALITY FOR A PERIOD OF NINE (9) MONTHS.

- Include land use and development incentives to promote the effective implementation of the spatial development framework and other development policies;
- Include land use and development provisions specifically to promote the effective implementation of national and provincial policies; and
- Give effect to municipal spatial development frameworks and integrated development plans.
- A land use scheme may include provisions relating to:
 - The use and development of land only with the written consent of the municipality;
 - Specific requirement regarding any special zones identified to address the development priorities of the municipality; and
 - The variation of conditions of a land use scheme other than a variation which may materially alter or affect conditions relating to the use, size and scale of buildings and the intensity or density of land use.

4.5 The LUSs must include but not limited to the following components:

- Scheme regulations setting out the procedures and conditions relating to the use and development of land in any zone;
- A map indicating the zoning of the municipal area into land use zones; and
- A register of all amendments to such land use scheme.

4.6 The proposed LUSs must give effect to the development principles as stipulated in Section 7 of SPLUMA: -

- (i). Spatial Justice;
- (ii). Spatial Sustainability;
- (iii). Efficiency;
- (iv). Spatial Resilience; and
- (v). Good Administration.

4.7 Given the land use management challenges facing municipalities, the following are critical components of a land use management system:

- Legislation, Land Use Policy and Guidelines;
- Integrated Zoning Scheme and Regulations;
- Zoning Maps;
- Assessment and Approval Procedures and Application Forms;
- Conditions of Approval;
- Zoning Register;
- Delegation of Decision-Making (including those relating to removal title deed restrictions);
- Development Incentives;
- Enabling Legislation;

TERMS OF REFERENCE: FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A WALL TO WALL LAND USE SCHEME FOR MADIBENG LOCAL MUNICIPALITY FOR A PERIOD OF NINE (9) MONTHS.

- Reference Manual

4.8 The Land Use Schemes must take cognisance and adhere to national and provincial policies and legislation, including, but not limited to the North West Spatial Development Framework 2018 and Comprehensive Land Use Scheme Guidelines 2017 and Chapters 5 & 6 of SPLUMA 2013.

5. SCOPE OF WORK

5.1 The land use scheme to be should contain amongst other al least following:

- I. Assessment of applicable land use management tools and relevant legislation, policy documents and regulations that have impact on land use schemes.
- II. Identify all existing land use rights allocated in terms of the different legislation;
- III. Identify all un-proclaimed land use approvals;
- IV. Undertake a detailed Land Use Survey of all areas within the Municipality;
- V. Compilation of a wall to wall land use scheme covering the whole municipal area, reflecting the land use zones agreed upon, through a process of public participation.
- VI. A scheme document containing the management tools and statutory requirements for the respective zones; and
- VII. Determine mechanisms to address development taking place in areas of informal townships within the Municipality.
- VIII. Draft by-laws/policies to address the requirements of the scheme.
- IX. An electronic register of land use rights.
- X. Integrate the scheme into the geographic information system (GIS) of the municipality;
- XI. The final product must be prepared and adopted in terms of the Spatial Planning and Land Use Management (10 of 2013)

5.2 The Land Use Scheme adopted and approved in terms of Section 24 of SPLUMA must include at least the following:

- i. Scheme Regulations setting out the procedures and conditions relating to the use and development of land in any zone
- ii. Content of land use scheme

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- iii. General Administrative, Powers and Legal effect of the Land Use Scheme
- iv. Maps indicating the zoning of the municipal areas into land use zones; and
- v. A register of all amendments to such a land use scheme

6. PROJECT DELIVERABLES

- 6.1. The LUSs should respond to the government strategic priorities (National Development Plan, New Growth Path, NW PSDF 2018). It shall demonstrate how job creation in the municipalities will be facilitated through the LUSs. The end products must contribute positively towards local economic development, sustainable livelihoods in rural areas and poverty alleviation.
- 6.2. The LUSs must be both vertical and horizontal alignment tool for municipal-wide activities, plans and policies. They must be tools to facilitate structured implementation of programmes and be effective decision-making instruments.
- 6.3. The integrated LUS must identify practical, developmental oriented solutions with roles that can realistically be afforded to communities and other role players with regard to enforcing development control measures, considering political and individual interests.
- 6.4. The LUSs shall formulate a consolidated but development-oriented land use management systems for the municipalities that will take cognisance of the socio-economic imbalances of the past. They should also take cognisance of existing strategies such as LED strategies intended to alleviate poverty to deal with the dual economy.
- 6.5. Submissions should be in the form of both hard and electronic versions of the LUS. All Zoning information collected should be submitted in a GIS compatible format (shapefile, geodatabase, layer file, data package, mxd files) for use in an GIS environment. The GIS file format must have clear metadata that describes each LUS construct in differently and should include purpose of each construct.
- 6.6. More visual representation by way of maps, graphics and photographs must form the main part of the LUSs together with the conceptual framework section of complete/approved SDFs. Text box or other mechanisms may be used to provide explanation, relevant information or analysis.

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- 6.7. Copies of the LUS document for consultation purpose shall be prepared by the service provider and shall be distributed a week prior to the taking place of progress meeting to the project steering committee members.
- 6.8. The service provider would be expected to submit a final consolidated report consisting of the following:
- LUS document including zoning register, maps, tables and graphics in hard copy and electronic copy in MS Word template.
 - All maps contained in LUS textual document as electronic image files (JPEG, windows Bitmap, GIF, etc.).
 - All Zoning information used to generate the LUS maps in shapefile format with metadata together with correct and descriptive attribute information as what each LUS construct represents.
 - The LUSs must clearly be aligned with SPUMA and North West Spatial Development Framework

6.8.1. The following tasks are required (per LUS):

- Assess relevance and implication of existing legislation and proposed policies and guidelines. Once the draft policy directives are in place as derived from municipality's SDFs and other strategy interventions/completed studies, the following tasks are envisaged:

List of Activities	
1	Legislation, Land Use Policy and Guidelines:
1.1	Assess relevance and implication of existing legislation, North-West Provincial SDF, SPLUMA 2013 policies and guidelines and NW Zoning Plan LUMS Guidelines
1.2	Synthesis and incorporate new policy emerging from the SDF / strategies / IDPs as well as the implications thereof for the Integrated Zoning Scheme and Regulations. Policy gaps should be identified and a brief for these should be prepared for further work. Integration of relevant legislation (NEMA, NHRA, Removal of Restrictions Act, etc.)
2	Integrated Zoning and Regulations:
2.1	Compile land use plan in consistence with legislation and guideline
2.2	The policies emanating from the SDFs should guide and inform the preparation of the LUS.
2.3	Evaluate LUS in terms of its flexibility and pro-activeness with regard to on-going development applications and technology.
2.4	Evaluate appropriateness of the various LUS definitions
2.5	Generate extensive graphical illustrations and perhaps tables.
2.6	Draft Document

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3	Zoning Maps
3.1	Assess and evaluate comparative zones for the different areas. Aspects to be addressed include reaching agree on notation, techniques and overlays and refinement of the zoning maps
3.2	Digitise maps, preferable in GIS and link to database
4.	Assessment and Approval Procedures and Application Forms:
4.1	Evaluate and assess existing procedures impacting on LUS in terms of its efficiency and effectiveness. Place emphasis on streamlining the required procedures, avoiding publication, shortening approvals periods and delegating decision to the lowest possible level.
4.2	Evaluate and design application forms that eliminate duplication, easy to complete, comprehensive in terms of the approval requirements and as short as possible and link with electronic municipal land use management tool (to be developed by DRDLR).
5.	Conditions of Approval Establish model conditions of approval for different uses and circumstances.
6.	Zoning Register Consider standardising procedures (in terms of their appropriateness). Compile a zoning register if not available.
7	Delegation of Decision Making: Identify types of applications where and when delegations are necessary, justified and appropriate in order to facilitate greater effectiveness and efficiency in the system. The delegated approvals must be in terms of clear policy environments.
8.	Development Incentives: Identify mechanisms on how to promote appropriate development and proactively facilitate development process in targeted areas. This should be in terms of the municipality's SDF, LED and other relevant strategies.
9.	Enabling Legislation Identify and formulate enabling legislation and laws to establish the new zoning scheme, the conversion of maps and the identification of limitations for compensation where parameters are changed. (Alignment with legislation and NWPSDF)
10.	Reference Manual Prepare advice and reference manual on how new LUS would function. This must be user friendly with generous use of plain language as well as appropriate graphics and flow chart illustrations.

6.9. The final LUS shall include but not limited to the following:

- General
 - Short Title
 - Area of the Land Use Scheme
 - Status, commencement and validity of the Land Use Scheme
 - Powers of the Council

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- Purpose of the Scheme
- Component of the Land Use Scheme
- Transitional Arrangements.
- User Orientation
- Definitions
- Land Use Categories
- Land Use Zones
- Land use/zone matrix
- Management Zones
 - Environmental Management Zones
 - Act 70 of 1970 Management Zones
- Development criteria
- Scheme and Management maps
- Special mechanisms for special development zones including, but not limited to:
 - Rural areas and special settlement areas
 - Special site planning areas
 - Interim site planning areas
 - Environmental planning areas.
- Development Regulations
- General Regulations including by-laws and policies
- Planning Administration
- Application procedure
- Application content and format.

6.10. All spatial information collected should be submitted in GIS capable file format (map package or in geo-database format) for use in a GIS. The shapefiles must have clear attribute information that differentiates the SDF construct and its purpose, for example a service node shapefile should have an attribute called "description" with the value "service node". Metadata for all spatial information should be provided as per the metadata standard ISO 19115 & SANS 1878. Ownership of all metadata, data and spatial information generated and collected from this assignment vests in DRDLR. DRDLR will become the custodian of all spatial information collected.

6.11. Over and above, the GIS data must further meet the following requirements:

- All maps should be in A4 size in the document
- Maps must be numbered and listed in the page of contents

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- All the text in the maps and the legends must be legible
- The same map template / layout must be used throughout the document for sake of consistency
- 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
- Symbology and colours must adhere to basic cartographic principles, colour coding,
- All mapping must be developed at an appropriate scale
- Maps in Microsoft Word must have the corresponding Map Document (MXD) ready to be accessed in ArcGIS.

7. SKILLS REQUIREMENTS

7.1. A company with individuals with qualifications and extensive experience will be required as detailed in table 1, section 8 respectively.

7.1.1. The project leader must be a registered Town Planner

7.1.2. Other skills are as per the table below;

Table 1

No.	Key Skill Set	Minimum Qualification
1.	Town/Urban/City and Regional Planning Professional (minimum of 2)	BSc or BTech in Town/Urban/City and Regional Planning (Registration with SACPLAN as Professional Planner)
2.	Professional Geographic Information Practitioner	Bachelor's Degree in Geomatics or Geographical Information Systems (Registration with SAGC as Professional GIS Practitioner)

Please note that above is a minimum set of skills required, the company is expected to add more skills as deemed necessary to undertake the work.

7.2. Qualified and skilled Town and Regional Planner with project management background will also be required to manage the different specialists and coordinate the work being undertaken.

7.3. Proven experience and thorough understanding of the following is also required:

- a) Spatial development policies and legislation;

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- b) Urban and rural development and land reform;
- c) Previous experience in the Land Use Scheme development and Spatial Development Framework either at municipal or provincial levels;
- d) Previous experience with policy and/or planning work at a Local, Regional and Provincial Level;
- e) Understanding of the interrelationship amongst the following: social, economic, land use, transport and environmental issues;
- f) Stakeholder engagement and Project Management;
- g) Research, analytical writing and communication skills.
- h) Experience in the development of similar tools / instruments will be an added advantage.

7.4. Companies are required to provide company profiles and or a letter of commitment from each company/individual is required and must be submitted.

8. PROJECT DURATION AND PAYMENT MILESTONES

8.1. The project will commence after the letter of appointment has been issued and Service Level Agreement has been signed which will expire in Nine (9) months thereafter and is subject to addition, extension or early termination, depending on the need and performance assessment of the 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 under **Table 2**.

8.2. Due to the urgency of the project, timeframes must be strictly adhered to. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

TABLE 2: PROJECT COST AND TIME FRAMES

Phases	Action/ Activity	Deliverables	Cost Per Phase	Timeframe
Phase 1: Inception and Communication Plan	<ul style="list-style-type: none"> • Compile work plan • Council resolution 	Inception Report	10%	0.5 Month
Phase 2: Data collection and Status Quo on Land Use Rights	<ul style="list-style-type: none"> • Data collection and analysis • Land audit • Translate SDF into more Detailed broad land use areas • Key questions/Status quo report. 	Status Quo Report	20%	2 Months

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Phase 3: Preparation of a Draft Land Use Scheme including Scheme maps and clauses/regulations, and land use Survey report	<ul style="list-style-type: none"> Select Zones and prepare the Scheme Map Draft Land Uses and Development Parameters Draft General and Land Use Definitions Policies and additional controls Procedures to be included in the Scheme 	Draft Land Use Scheme	20%	2 Months
Phase 4: Consultation and Amendment	<ul style="list-style-type: none"> Public participation Circulation to relevant authorities Submission to Council for support of the Scheme in principle Public comments Revision based on public comments 	Consultation Report Amended Land Use Scheme	20%	2 month
Phase 5: Final Land Use Scheme (regulations, zoning maps and register) document and supporting materials	<ul style="list-style-type: none"> Preparation of final scheme clauses and scheme maps Submission to Council for adoption 	Final Land Use Scheme Council Resolution	10%	0.5 month
PHASE 6: IMPLEMENTATION	<ul style="list-style-type: none"> Promulgation of scheme Training of officials 	Promulgation Notice	10%	1 month
Retention	<ul style="list-style-type: none"> Printing of LUS copies, booklets and banners 	Roll-up Banners x3 Posters x10 Booklets x50 Final Land Use Scheme document GIS data (shapefile, geodatabase, layer file, data package, mxd files)	10%	1month

9. CONTENTS OF THE PROJECT PROPOSAL

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

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

9.2. A profile of each employee/company to work on the project 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 bear relevance to the work at hand. A clear indication of actual roles and responsibilities must be presented with verifiable proof.

9.3. A general methodology for undertaking work of this nature. The methodology should also

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indicate the project milestones that will be used to measure the project progress.

- 9.4. Certified copies of all project relevant certificates, references, professional registration and related certification for all members of the proposed team must be attached.
- 9.5. Any other information relevant to the determination of the suitability of the interested bidder for this project should be listed.

10. INFORMATION GATHERING

- 10.1. The selected service provider will be expected to contact all the relevant officials and units within all spheres of government and other stakeholders of government or any entity holding information relevant to the project to obtain relevant information that will be required for the project when a need arises.
- 10.2. Existing information, which is available within the DALRRD Branch: Spatial Planning and Land Use Management will be made available to the appointed service provider during the execution of the project.
- 10.3. Notwithstanding anything written in these terms of reference, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.

11. MANDATORY REQUIREMENTS

NB: Failure to submit the following requirements with the quote will disqualify the bidder's proposal:

- 11.1. Fully completed pricing Schedule (SBD 3.3). A fully completed pricing schedule on the prescribed template must be submitted. **(i.e. SBD 3.3 – pricing schedule)**
(NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED SBD3.3)
- 11.2. The project leader must be registered with the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002 as a Professional Planner **(a Copy of valid certificate must be attached).**

12. REPORTING AND ACCOUNTABILITY

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- 12.1. All team members must be available for the duration of the project and the service provider is not allowed to change the composition without the prior consent of the department.
- 12.2. During the execution of the project, the service provider will be required to submit monthly progress reports and attend meetings at intervals as it will be determined by the project team or steering committee managing the project.
- 12.3. All information captured and or used to generate the outputs of the project remains the property of DALRRD and must be handed over in its totality when the project is closed. DALRRD will retain copyright and all associated intellectual rights thereof. 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 DALRRD. This agreement must be reached and signed off together with the project plan before the project commences.

13. EVALUATION CRITERIA

This bid shall be evaluated in two stages. In the first stage, bids will be evaluated on functionality, the second stage in accordance with 80/20 preference points system as stipulated above.

13.1. First Stage-Evaluation of Functionality

The evaluation of the functionality will be evaluated individually by Members of the 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

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	TOTAL
RESOURCES	<p>The team leader must be a registered Town Planner with project management experience plus a minimum of 20 years' working experience in a spatial planning and land use management environment: Attach a copy of a certificate and CV's indicating a detailed profile of the previous work experience, contactable references of similar work undertaken - List names, addresses, telephone numbers, fax numbers and e-mail</p> <ol style="list-style-type: none"> 1. <i>A registered Town Planner plus project management working experience in a spatial planning environment with less than 15 years' experience - Poor (score 1)</i> 2. <i>A registered Town Planner plus project management working experience in a spatial planning and land use management environment with more than 15 less than 20 years' experience - Average (score 2)</i> 3. <i>A registered Town Planner plus project management working experience in a spatial planning and land use management environment with 20 years' experience - Good (score 3)</i> 4. <i>A registered Town Planner plus project management working experience in a spatial planning and land use management environment with more than 20 less than 22 years' experience - Very Good (score 4)</i> 5. <i>A registered Town Planner plus project management working experience in a spatial planning and land use management environment with 22 or more years' experience - Excellent (score 5)</i> 	15	40

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	<p>Composition of the Technical Team to be utilized in the execution of the project consists of a minimum of 1 Planner registered as professionals with SACPLAN with 10 years post qualification experience in spatial planning and land use management (Attach copies of a valid certificate indicating member in good standing must be attached and CV's clearly indicating a detailed profile of their previous work experience).</p> <ol style="list-style-type: none"> 1. <i>CV attached with less than 5 years' experience with SACPLAN Professional Registration – Poor (score 1)</i> 2. <i>CV attached with between 5 years to less than 10 years' experience with SACPLAN Professional Registration – Average (score 2)</i> 3. <i>CV attached with 10 years' experience with SACPLAN Professional Registration – Good (score 3)</i> 4. <i>CV attached with more than 10 less than 15 years' experience with SACPLAN Professional Registration - Very Good (score 4)</i> 5. <i>CV attached with more than 15 years' experience with SACPLAN Professional Registration – Excellent (score 5)</i> 	10	
	<p>GIS Practitioner</p> <ol style="list-style-type: none"> i. Professional Geographic Information Specialist registered with SAGC: ii. Professional GIS Specialist have a minimum of 3 years' post qualification relevant experience <ol style="list-style-type: none"> 1. <i>Not meeting above i and ii criteria requirements – Poor (score 1)</i> 2. <i>One of above i and ii criteria requirements is not met – Average (score 2)</i> 3. <i>Both above i and ii criteria requirements are met – Good (score 3)</i> 4. <i>Both above i and ii criteria requirements are met with more than 3 to 5 years' post qualification relevant experience - Very Good (score 4)</i> 5. <i>Both above i and ii criteria requirements are met with 5 or more years' post qualification relevant experience – Excellent (score 5)</i> 	10	
		5	

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<p>CAPABILITY</p> <p>Experience and Track Record of Team Members</p>	<p>Company experience: a minimum of 5 years' experience in <u>Spatial Planning and Land Use management.</u></p> <p>(Attach a Portfolio of evidence: at least a minimum of three completion certificates/letters of previous successful work performed by the company, the certificates/ letters must be on the bidders' Client' official letterheads with contact details and it must be duly signed):</p> <p>NB: The content of the reference letters/ testimonials must indicate the type of services rendered, period and value of the project. Contracts, Service Level Agreements and Purchase Orders will not be considered as proof of experience.</p> <ol style="list-style-type: none"> 1. <i>Duly signed reference letters/testimonials on the client letter head indicating that the service provider has less than 2-year experience in business continuity management. – Poor (score 1)</i> 2. <i>Duly signed reference letters/testimonials on the client letter head indicating that the service provider has more than 2 to less than 5 years to a year experience in business continuity management. – Average (score 2)</i> 3. <i>Duly signed reference letters/testimonials on the client letter head indicating that the service provider has a minimum of 5 years' experience in business continuity management. – Good (score 3)</i> 4. <i>Duly signed reference letters/testimonials on the client letter head indicating that the service provider has over 5 to 7 years' experience in business continuity management. – Very Good (score 4)</i> 5. <i>Duly signed reference letters/testimonials on the client letter head indicating that the service provider has over 7 years' experience in business continuity management. -- Excellent (score 5)</i> 	20	35
<p>Company Competency</p>	<p>The company must have successfully managed a minimum of 2 similar projects in the past 5 years (e.g. Land Use Schemes, Spatial Development Framework,)</p> <p>completed a minimum of 2 Similar projects in the past 5 years. (Attach a Portfolio of evidence: at least a minimum of three completion certificates/letters of previous successful work performed by the company, the certificates/letters must be on the bidders' Client' official letterheads with contact details and it must be duly signed):</p>	15	

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	<p>NB: The content of the reference letters/ testimonials must indicate the type of services rendered, period and value of the project. Contracts, Service Level Agreements and Purchase Orders will not be considered as proof of experience.</p> <ol style="list-style-type: none"> 1. <i>1(one) Similar projects successfully completed: – Poor (score 1)</i> 2. <i>2 (two) similar projects successfully completed – Average (score 2)</i> 3. <i>3 (three) Similar projects successfully completed – Good (score 3)</i> 4. <i>4 (four) Similar projects successfully completed - Very Good (score 4)</i> 5. <i>5 (Five) similar and more projects successfully completed – Excellent (score 5)</i> 		
METHODOLOGY AND PROJECT MANAGEMENT	<p>A broad overview of approaches and methodologies that may be employed to execute the project as per the scope of work.</p> <p>Appropriateness of proposed approach and methodology</p> <ul style="list-style-type: none"> • The degree to which the methodology proposed is sound, professional, realistic and logical; • Method and clarity regarding the presentation of the final outputs of the project; • Programme with clear timelines and output; • Indicators and means of verifying progress; • Quality assurance steps indicated; • Clear reporting mechanism. <ol style="list-style-type: none"> 1. <i>Methodology does not outline the requirements as specified in the ToR – Poor (score 1)</i> 2. <i>Methodology inadequately and poorly address requirements in the ToR – Average (score 2)</i> 3. <i>Methodology adequately address most of the requirements in the ToR – Good (score 3)</i> 4. <i>Methodology adequately specified all requirements in the ToR and is acceptable for implementation - Very Good (score 4)</i> 5. <i>Methodology exceptionally specifies the manner in which the project will be delivered and indicate additional value adds – Excellent (score 5)</i> 	15	25
PROJECT PLAN	<p>A project plan demonstrating a coordinated approach of how various project deliverables will be managed against timeframes.</p>	10	

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	<ul style="list-style-type: none"> • Appropriateness of proposed approach • The degree to which the project plan is sound, professional, realistic and logical. • Clarity regarding the presentation of the final outputs of the project; • Programme with clear timelines and output <ol style="list-style-type: none"> 1. <i>Project Plan and Timeframes does not outline the requirements as specified in the ToR – Poor (score 1)</i> 2. <i>Project Plan and Timeframes inadequately and poorly address requirements in the ToR – Average (score 2)</i> 3. <i>Project Plan and Timeframes adequately address most of the requirements in the ToR – Good (score 3)</i> 4. <i>Project Plan and Timeframes adequately specified all requirements in the ToR and is acceptable for implementation - Very Good (score 4)</i> 5. <i>Project Plan and Timeframes exceptionally specifies the manner in which the project will be delivered and indicate additional value adds – Excellent (score 5)</i> 		
TOTAL	-	100	100

The Bids that fail to achieve a minimum of **60** points for functionality will be disqualified and will not be invited for the second stage of evaluations in accordance with 80/20 preference points system as stipulated above.

13.2. Second Stage - Evaluation in terms of 80/20 Preference Points System

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

13.3. Calculation of points for price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

- When calculating prices:
- Unconditional discounts must be taken into account for evaluation purposes; and

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- Conditional discounts must not be taken into account for evaluation purposes but should be implemented when payment is affected.

The formulae to be utilized in calculating points scored for price are as follows:

80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

13.4. Calculation of points for B-BBEE status level of contribution

Points must be awarded to a bidder for attaining the B-BBEE status level. Points for B-BBEE Status level of contributor must be awarded in accordance with the table below:

B-BBE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

13.5. Calculation of total points scored for price and B-BBEE status level of contributor

The points scored for price must be added to the points scored for B-BBEE status level of contributor to obtain the bidder's total points scored out of 100. Bids that achieve the minimum qualifying score for presentation of 60 points out of 100 points will be evaluated further in accordance with the price.

14. PROJECT MANAGEMENT WITHIN DALRRD

- 14.1. This project will be facilitated by a team consisting of officials from the Department Agriculture, Land Reform and Rural Development (DALRRD) and any other person/s

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appointed by DALRRD.

15. OUTCLAUSE

- 15.1. The Department Agriculture, Land Reform and Rural Development reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.
- 15.2. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

16. TERMS AND CONDITIONS OF THE BID

- 16.1. Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management general contract conditions.
- 16.2. The DALRRD and Service Provider will sign a Services Level Agreement upon appointment and a Memorandum of Agreement.
- 16.3. Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department of Agriculture, Land Reform and Rural Development.
- 16.4. No material or information derived from the provision of the services under the contract may be used for any other purposed except for those of the DALRRD, except where duly authorized to do so in writing by the DALRRD.
- 16.5. Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DALRRD.
- 16.6. 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 DALRRD
- 16.7. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

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17. PUBLICATION

- 21 days advertisement.
- Government Tender Bulleting
- Nation Treasury E-portal
- Departmental Website
- No Briefing

18. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

Chief Directorate: Planning Facilitation
Department of Agriculture, Land Reform and Rural Development
Private Bag X833
Pretoria
0001
Attention: Mr. Tshifhiwa Nekhwevha
Telephone: 012 312 8015/071 850 1758
Email: [Tshifhiwa.Nekhwevha@dalrrd.gov.za/](mailto:Tshifhiwa.Nekhwevha@dalrrd.gov.za)

19. SIGNATORY

These Terms of Reference have been approved as follows:

APPROVED / ~~NOT APPROVED~~



MS D SINTHUMULE

CHAIRPERSON: BIDS SPECIFICATIONS

DATE: 4/4/24

DALRRD 2024-2025

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A WALL-TO-WALL LAND USE SCHEME FOR MADIBENG LOCAL MUNICIPALITY FOR A PERIOD OF NINE (9) MONTHS

PRICING SCHEDULE (Professional Services)

NAME OF SERVICE PROVIDER.....RFQ NO.:

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

Name of Bidder:

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A WALL-TO-WALL LAND USE SCHEME FOR MADIBENG LOCAL MUNICIPALITY FOR A PERIOD OF NINE (9) MONTHS

CLOSING TIME:

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

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

Phases	Deliverables	Cost Per Phase	Timeframe	RATE PER HOUR/CONSULTATION
Phase 1: Inception and Communication Plan	• Inception Report	10%	0.5 Month	R.....
Phase 2: Data collection and Status Quo on Land Use Rights	• Status Quo Report	20%	2 Months	R.....
Phase 3: Preparation of a Draft Land Use Scheme including Scheme maps and clauses / regulations, and land use Survey report	• Draft Land Use Scheme	20%	2 Months	R.....
Phase 4: Consultation and Amendment	• Consultation Report Amended Land Use Scheme	20%	2 month	R.....

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

Name of Bidder:

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A WALL-TO-WALL LAND USE SCHEME FOR MADIBENG LOCAL MUNICIPALITY FOR A PERIOD OF NINE (9) MONTHS

<p>Phase: 5: Final Land Use Scheme (regulations, zoning maps and register) document and supporting materials.</p>	<ul style="list-style-type: none"> • Final Land Use Scheme Council Resolution 	<p>10%</p>	<p>0.5 month</p>	<p>R.....</p>
<p>PHASE 6: Implementation</p>	<ul style="list-style-type: none"> • Promulgation Notice 	<p>10%</p>	<p>1 month</p>	<p>R.....</p>
<p>Retention</p>	<ul style="list-style-type: none"> • Roll-up Banners x3 • Posters x10 • Booklets x50 • Final Land Use Scheme document • GIS data (shapefile, geodatabase, layer file, data package, mxd files) 	<p>10%</p>	<p>1month</p>	<p>R.....</p>

NB: Service Provider must include all hidden cost on the RFQ price, including travelling where applicable.

5. Period required for commencement with project after acceptance of bid
6. Estimated man-days for completion of project
7. Are the rates quoted firm for the full period of contract?
8. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

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

Name of Bidder:

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A WALL-TO-WALL LAND USE SCHEME FOR MADIBENG LOCAL MUNICIPALITY FOR A PERIOD OF NINE (9) MONTHS

Any enquiries regarding bidding procedures may be directed to the –

AGRICULTURE LAND REFORM, AND RURAL DEVELOPMENT
PRIVATE BAG X 833
PRETORIA
0001

All technical enquiries should be directed to:

Attention: Mr. Tshifhiwa Nekhwevha
Telephone: 012 312 8015
Email: moshibudibapela@madibeng.gov.za

Supply Chain Management Enquièrees:
Mr. Kopano Ntsoane
(012) 312 8396
Email: Kopano.ntsoane@dalrrd.gov.za

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