



agriculture, land reform & rural development

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

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

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

BID NO : PSP-SPLUM-FS-002 (2022/2023)
COMPULSORY BRIEFING SESSION: N/A
CLOSING DATE : 11/07/2022

TIME: 11:00 am
TIME: 11:00 am

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

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

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

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

1. Attached please find the SBD1, SBD2, SBD 3.1, SBD 4, SBD 6.1, SBD 8, SBD9, ToR, and GCC.
2. If you are a sole agent or sole supplier, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your quotation price may be gauged, this information will be treated as strictly confidential.
3. All the documents accompanying this quotation invitation must be completed in detail where applicable and returned with your quotation.
4. Please make sure that your quotation reaches this office before the closing time.
5. When submitting your quotation, the following information must appear on the sealed envelope:-

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

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

OR

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

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

Yours faithfully,

SIGNED

**MR.C MAMPA
DEPUTY DIRECTOR: SCM
FREE STATE PROVINCIAL SHARED SERVICE CENTRE
DATE: 20/06/2022**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PSP-SPLUM-FS-002 (2022/2023)	CLOSING DATE:	11/07/2022	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
136 SA EAGLE BUILDING					
CHARLOTTE MAXEKE STREET					
BLOEMFONTEIN					
GROUND FLOOR					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?		☐ No			☐ No
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		☐	A REGISTERED AUDITOR		
			NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No
[IF YES ENCLOSE PROOF]					[IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED	ALL		TOTAL BID PRICE (INCLUSIVE OF VAT AND ALL HIDDEN COSTS)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	DALRRD		CONTACT PERSON	MR. D. SCHOEMAN	
CONTACT PERSON	MR GG MATSHE		TELEPHONE NUMBER	082 856 2741	
TELEPHONE NUMBER	051 400 4200		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	Danie.schoeman@dalrrd.gov.za	
E-MAIL ADDRESS	Gladman.matshe@drdlr.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.								
2. TAX COMPLIANCE REQUIREMENTS								
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO							

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

**Application for a Tax Clearance Certificate****Purpose**Select the applicable option Tenders ☐ Good standing ☐

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

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)											
Trading name (if applicable)											
ID/Passport no					Company/Close Corp. registered no						
Income Tax ref no					PAYE ref no	7					
VAT registration no	4					SDL ref no	L				
Customs code					UIF ref no	U					
Telephone no					Fax no						
E-mail address											
Physical address											
Postal address											

Particulars of representative (Public Officer/Trustee/Partner)

Surname											
First names											
ID/Passport no					Income Tax ref no						
Telephone no					Fax no						
E-mail address											
Physical address											

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

--

Signature of representative/agent Date

Name of representative/agent

Declaration

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

--

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

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

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PSP-SPLUM-FS-002 (2022/2023)

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PRICING SCHEDULE (Professional Services)

NAME OF BIDDER: BID NO.: PSP-SPLUM-FS-002 (2022/2023)

CLOSING DATE: 11/07/2022 TIME: 11H00

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

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

TOTAL BID PRICE (INCLUSIVE OF VAT)

R.....

PHASES	EXPECTED DELIVERABLES (Including sections 4 & 5)	COST (EXCLUDING VAT@15%)
PHASE 1: INCEPTION	- Administrative and technical arrangements, timelines and deliverables - Composition of Project Steering Committee - Service level agreement - Define Study Area/s and spatially depiction	R.....
PHASE 2: POLICY CONTEXT & VISION DIRECTIVES	- Legislative and Policy Synthesis - Vision Statement - Stakeholder Engagement: - Identify Interested & affected parties, notice in Gazette and media, setting up PSC, set up focus groups	R.....
PHASE 3: SPATIAL CHALLENGES AND OPPORTUNITIES	- Summary of Sector Plans - Documentation and mapping of biophysical, socio-economic and built environment spatial challenges and opportunities. - Stakeholder engagement: - focus groups, public open house, 1st Project Management Team (PMT) meeting, 1st Project Steering Committee (PSC) meeting.	R.....

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

Name of Bidder:

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

	Monitoring and evaluation	
PHASE 4: SPATIAL PROPOSALS	- Spatial concept diagram and supporting text - Final vision statement - Spatial strategies maps and supporting text - Draft MSDF Report and maps - Stakeholder engagement: - 2nd PMT meeting, Advertisement of draft SDF	R.....
PHASE 5: IMPLEMENTATION FRAMEWORK	- Draft set of policies - Draft set of guidelines - Draft Capital investment framework - Draft Implementation Framework - Stakeholder engagement: - Public open house, 3rd PMT meeting, 2nd PSC meeting	R.....
PHASE 6: FINAL MUNICIPAL SDF	- MSDF final report, Executive Summary, brochures, pamphlets or posters - Sector plan alignment proposals and discussions - Identified and delineated local plans/ precinct plans - IDP and SDF alignment proposals and discussions - Stakeholder Engagement: 3rd PSC Meeting, Council Approval, 3rd PMT meeting, notice of adoption in gazette.	R.....
RETENTION	Close-Out Report	R.....
TOTAL		R.....
VAT@15%		R.....
TOTAL BID PRICE		R.....

Bid Initials

Bid's Signature.....

Date:.....

Name of Bidder:

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

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

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

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

Query	Name	Contact Details
Technical	Attention: Mr. Danie Schoeman	Telephone: 082 856 2741 E-mail: danie.schoeman@dalrrd.gov.za
Bid related	Mr GG Matshe Bid Management	(051) 400 4200 gladman.matshe@dalrrd.gov.za

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the80/20..... preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in

terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14

4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids/quotes¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



agriculture, land reform & rural development

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

OFFICE OF THE DIRECTOR: SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES, FREE STATE
Omni Centrum, Ground Floor, 73 Aliwal Street, Bloemfontein, 9300. Tel: 051 410 5800; Fax: 051 430 4195 Web: www.drdlr.gov.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

1. INTRODUCTION

- 1.1 The Department of Agriculture, Land Reform and Rural Development Directorate: Spatial Planning and Land Use Management Services in Free State Province has been requested to fund the formulation of a Spatial Development Framework for the Xhariep District Municipality. The district requires a Spatial Development Framework (SDF) that will guide current and future development within its jurisdiction. The SDF, which has a set of objectives, strategies and policy guidelines, that directs development and development options to ensure that the envisaged short-term and long-term urban and rural structure and target deliverables are realised. The specific intention is to prepare Spatial Development Frameworks in terms of Section 12 (1) of the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) (SPLUMA).
- 1.2 Spatial Development Frameworks are defined as frameworks that seek to influence the overall spatial distribution of current and future land use within a municipality in order to give effect to the vision, goals and objectives of the municipal Integrated Development Plan (IDP). The primary purpose of the SDF is to create a competent municipal spatial structure thus providing, in National Spatial Development Perspective (NSDP) terms, a framework within which to discuss future development of the municipal space economy in the context of the district, provincial and national space economies. The District SDF provides a Guidance Framework for its

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

constituent Local Municipal SDFs. The idea is to ensure that there is vertical and horizontal alignment between planning initiatives in the District.

- 1.3 In the context of SPLUMA, the SDF functions as an integration / coordination mechanism, not only being the link between development principles and implementation, but also between different spheres of government, between different sector plans and sector requirements, as well as budgeting and investment. This combination of giving effect to land development principles, norms and standards (Sections 7 and 8 of SPLUMA) and SDF content requirements (Section 12 and Section 21 of SPLUMA), adds to the integration / alignment role the Municipal SDF needs to play as part of the IDP process.
- 1.4 The SDF is considered as the most critical lever to achieve spatial transformation. The various levels of SDF determine the key elements of the desired spatial structure of the relevant spaces where they apply and provide a long-term development vision. The SDFs are the mechanisms through which the transformation principles contained in SPLUMA should find expression in a specific spatial context. The district SDF requires relevant aspects of spatial transformation to be appropriately considered and applied at this level of planning, in order to realize the transformation drive through SPLUMA within the constituent local municipalities.

2. PROBLEM STATEMENT

- 2.1 Section 20(1) of SPLUMA states that a municipality must adopt the Spatial Development Framework (SDF) by notice in the provincial gazette. Section 26 (e) of the Local Government: Municipal Systems Act, No. 32 of 2000 (the "MSA") requires all municipalities to compile SDFs as a core component of the Integrated Development Plans (IDP). Section 26(e) of the Municipal Systems Act states: "municipalities must formulate an SDF which must include the provision of basic guidelines for a land use management system for the municipality".

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

- 2.2 Each municipality must prepare a spatial development framework that will guide current and future development within their municipal area. The framework must assist in integrating, coordinating, aligning and expressing development policies and plans emanating from the various sectors of the sphere of government as they apply within the municipal area.
- 2.3 Although all FS municipalities have compiled an SDF, many are outdated and require immediate updating. To ensure compliance with the provisions of SPLUMA, the municipalities are constantly in the process of reviewing their SDFs however many municipalities require assistance in doing this as they lack the capacity and funding to complete a review. These reviews were also triggered by the fact that the municipality has exhausted all the spatial proposals in the SDF, specifically areas that were identified for future settlement development. The proposed project will be in aid of this objective
- 2.4 Currently, the adopted Xhariep District Spatial Development Framework is outdated and is due for renewal.

3. STUDY AREA

The Xhariep District Municipality is a Category C municipality situated in the southern part of the Free State. It is bordered by the Mangaung Metro to the north, Eastern Cape to the south, Lesotho to the east, and Northern Cape to the west. It is the largest of the five municipalities that make up the district, accounting for just over half of its geographical area. It is the largest district in the province, making up just more than a third of its geographical area. It is comprised of three local municipalities: Letsemeng, Kopanong and Mohokare, which include 21 towns. Its administrative headquarters are in Trompsburg, which lies 125km south of Bloemfontein.

The towns in this district boast abundant natural resources such as water and agricultural land. The largest dam in South Africa is situated at the southern tip of the district. Three national roads (N1 – Gauteng to Cape Town, N6 – Eastern Cape to Bloemfontein and N8 – Bloemfontein to Kimberley) pass through this area.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

4. PURPOSE AND OBJECTIVES OF THE PROJECT

4.1 The purpose of this document is to set out the terms of reference on which professional teams should base their project proposals for the preparation of a Spatial Development Framework for Xhariep District Municipality. Project proposals should clearly state the approach to be adopted, the proposed methodology, relevant experience, time frame, program and associated budget and the proposed team members.

4.2 The main objective of the project is to develop a credible SDF that meets the required standards set by Section 12 (1) of SPLUMA:

- a) interpret and represent the spatial development vision of the responsible sphere of government and competent authority;
- b) be informed by a long-term spatial development vision statement and plan;
- c) represent the integration and trade-off of all relevant sector policies and plans;
- d) guide planning and development decisions across all sectors of government;
- e) guide a provincial department or municipality in taking any decision or exercising any discretion in terms of this Act or any other law relating to spatial planning and land use management systems;
- f) contribute to a coherent, planned approach to spatial development in the national, provincial and municipal spheres;
- g) provide clear and accessible information to the public and private sector and provide direction for investment purposes;
- h) include previously disadvantaged areas, areas under traditional leadership, rural areas, informal settlements, slums and land holdings of state-owned enterprises and government agencies and address their inclusion and integration into the spatial, economic, social and environmental objectives of the relevant sphere;
- i) address historical spatial imbalances in development;
- j) identify the long-term risks of particular spatial patterns of growth and development and the policies and strategies necessary to mitigate those risks;

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

- k) Provide direction for strategic developments, infrastructure investment, promote efficient, sustainable and planned investments by all sectors and indicate priority areas for investment in land development.
- l) promote a rational and predictable land development environment to create trust and stimulate investment;
- m) take cognizance of any environmental management instrument adopted by the relevant environmental management authority.

5. PROJECT OUTCOMES AND SCOPE

5.1 In terms of Section 21 of SPLUMA the content of Municipal SDF must:

- a) give effect to the development principles and applicable norms and standards set out in Chapter 2;
- b) include a written and spatial representation of a five-year spatial development plan for the spatial form of the municipality;
- c) include a longer-term spatial development vision statement for the municipal area which indicates a desired spatial growth and development pattern for the next 10 to 20 years;
- d) identify current and future significant structuring and restructuring elements of the spatial form of the municipality, including development corridors, activity spines and economic nodes where public and private investment will be prioritized and facilitated;
- e) include population growth estimates for the next five years;
- f) include estimates of the demand for housing units across different socio-economic categories and the planned location and density of future housing developments;
- g) include estimates of economic activity and employment trends and locations in the municipal area for the next five years;
- h) identify, quantify and provide location requirements of engineering infrastructure and services provision for existing and future development needs for the next five years;

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER
TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF)
WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT
MUNICIPALITY IN THE FREE STATE PROVINCE**

- i) identify the designated areas where a national or provincial inclusionary housing policy may be applicable;
- j) include a strategic assessment of the environmental pressures and opportunities within the municipal area, including the spatial location of environmental sensitivities, high potential agricultural land and coastal access strips, where applicable;
- k) identify the designation of areas in the municipality where incremental upgrading approaches to development and regulation will be applicable;
- l) identify the designation of areas in which—
 - more detailed local plans must be developed; and
 - shortened land use development procedures may be applicable and land use schemes may be so amended;
- m) provide the spatial expression of the coordination, alignment and integration of sectoral policies of all municipal departments;
- n) determine a capital expenditure framework for the municipality's development programmes, depicted spatially;
- o) determine the purpose, desired impact and structure of the land use management scheme to apply in that municipal area; and
- p) include an implementation plan comprising of—
 - sectoral requirements, including budgets and resources for implementation;
 - necessary amendments to a land use scheme;
 - specification of institutional arrangements necessary for implementation;
 - specification of implementation targets, including dates and monitoring indicators; and
 - Specification, where necessary, of any arrangements for partnerships in the implementation process.

5.2 The proposed Spatial Development Framework 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

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

v. Good Administration.

- 5.3 Proposals are requested from suitably qualified and experienced service providers to develop SDF's in line with the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) .

6. CRITICAL MILESTONES

The following critical milestones should be used when developing the Spatial Development Framework per the identified Free State municipality:

	List of Activities for the Xhariep District SDF
1	Inception
1.1	Administrative and technical arrangements, time lines and deliverables
1.2	Composition of Project Steering Committee
1.3	Service level agreement
1.4	Define Study Area/s and spatially depiction
2	Policy Context & Vision Directives
2.1	Legislative and Policy Synthesis
2.2	Vision Statement
2.3	Stakeholder Engagement: - Identify Interested & affected parties, notice in Gazette and media, setting up PSC, set up focus groups
3	Spatial Challenges and Opportunities:
3.1	Summary of Sector Plans
3.2	Documentation and mapping of biophysical, socio-economic and built environment spatial challenges and opportunities. Stakeholder engagement: - focus groups, public open house, 1st Project
3.3	Management Team (PMT) meeting, 1st Project Steering Committee (PSC) meeting.
3.4	Monitoring and evaluation

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

4.	Spatial Proposals
4.1	Spatial concept diagram and supporting text
4.2	Final vision statement
4.3	Spatial strategies maps and supporting text
4.4	Draft MSDF Report and maps
4.5	Stakeholder engagement: - 2nd PMT meeting, Advertisement of draft SDF
5.	Implementation Framework
5.1	Draft set of policies
5.2	Draft set of guidelines
5.3	Draft Capital investment framework
5.4	Draft Implementation Framework
5.5	Stakeholder engagement: - Public open house, 3rd PMT meeting, 2nd PSC meeting
6.	Final MSDF
6.1	MSDF final report, Executive Summary, brochures, pamphlets or posters
6.2	Sector plan alignment proposals and discussions
6.3	Identified and delineated local plans/ precinct plans
6.4	IDP and SDF alignment proposals and discussions
6.5	Stakeholder Engagement: 3rd PSC Meeting, Council Approval, 3rd PMT meeting, notice of adoption in gazette.
7.	Retention (10 % of the contract Value)

7. PROJECT DELIVERABLES

- 7.1 Details pertaining to the relevant deliverables for each milestone are contained in the SDF guidelines document. Each service provider is expected to consult the guideline document while preparing the proposals and when executing the project.
- 7.2 Submissions should be in the form of both hard and electronic versions (Word and PDF format).

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

- 7.3 All spatial information collected should be submitted in GIS capable file format (shapefile, geodatabase, layer file, data package, .mxd files) 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 DALRRD. DALRRD will become the custodian of all spatial information collected. A GISc Template for mapping has to be agreed upon during the inception of the project between the service provider and the department, to reduce delays later in the project.
- 7.4 In order to deliver on the deliverables (as stated above) the SDF should be in the form of text, maps, graphics and photographs.
- 7.5 It is recommended that more visual representation (maps, graphics and photographs) form the bulk part of the spatial analysis/current reality. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.

8. SKILLS REQUIREMENTS

- 8.1 The project requires a team leader with a tertiary qualification in town and regional planning and must be registered in terms of the Planning Profession Act, 2002 (registered with SACPLAN) as a Professional Planner with a minimum of 10 years' experience and expertise in LUMS development.
- 8.2 Composition of technical team to be utilized in the execution of the project should consist of town and regional planners with relevant skills as part of the project. A thorough understanding of spatial development frameworks (SDFs), Land Use Schemes (LUSs) as part of municipalities' Land Use Management Systems (LUMS) and Geographic information systems (GIS) are needed.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

8.3 Other skills are as per the table below:

Table 1: Skills requirement

No.	Key Skill Set	Minimum Qualification
1.	Town/Urban/City and Regional Planning Professional (minimum of 3)	BSc or BTech in Town/Urban/City and Regional Planning (Registration with SACPLAN as Professional Planner)
2.	Professional Geographic Information Practitioner	Registration with SAGC as Professional GIS Practitioner

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

8.4 Proven experience and thorough understanding in the following are also required:

- a) Land use management policies and legislation;
- b) Previous experience in the development of a Land Use Schemes and Spatial Development Frameworks;
- c) Previous experience with policy and / or planning work at a municipal level;
- d) Research, analytical writing and communication skills.

8.5 In the case of a consortium, a letter of commitment from the company / everyone is required and must be submitted.

9. PROJECT PHASES DURATION AND COST

9.1 The project for the Xhariep District Spatial Development Framework should be completed within 10 months from the time of the appointment of the consultant. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done are scheduled in Table 2 below:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

TABLE 2: PAYMENT SCHEDULE AND PROJECT PHASES

PHASES	EXPECTED DELIVERABLES	% PAYABLE	TIME FRAMES	SUBMISSION/ OUTPUT
PHASE 1: INCEPTION	- Administrative and technical arrangements, timelines and deliverables - Composition of Project Steering Committee - Service level agreement - Define Study Area/s and spatially depiction	0%	1 week	PROCESS PLAN WITH TIMELINES INCEPTION REPORT
PHASE 2: POLICY CONTEXT & VISION DIRECTIVES	- Legislative and Policy Synthesis - Vision Statement - Stakeholder Engagement: - Identify Interested & affected parties, notice in Gazette and media, setting up PSC, set up focus groups	10%	3 Weeks	STATUS QUO REPORT (including all deliverables)
PHASE 3: SPATIAL CHALLENGES AND OPPORTUNITIES	- Summary of Sector Plans - Documentation and mapping of biophysical, socio-economic and built environment spatial challenges and opportunities. - Stakeholder engagement: - focus groups, public open house, 1st Project Team Committee (PTC) meeting, 1st Project Steering Committee (PSC) meeting. - Monitoring and evaluation	15%	2 months	DRAFT REPORT (including all deliverables)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

PHASE 4: SPATIAL PROPOSALS	• Spatial concept diagram and supporting text • Final vision statement • Spatial strategies maps and supporting text • Draft MSDF Report and maps • Stakeholder engagement: - 2nd PTC meeting, Advertisement of draft SDF	35%	3 Months	CONSULTATION REPORT WITH CONSULTATION REGISTERS (including all deliverables)
PHASE 5: IMPLEMENTATION FRAMEWORK	• Draft set of policies • Draft set of guidelines • Draft Capital investment framework • Draft Implementation Framework • Stakeholder engagement: - Public open house, 3rd PTC meeting, 2nd PSC meeting	20%	2 Months	FINAL REPORT (including all deliverables)
PHASE 6: FINAL MUNICIPAL SDF	• MSDF final report, Executive Summary, brochures, pamphlets or posters • Sector plan alignment proposals and discussions • Identified and delineated local plans/ precinct plans • IDP and SDF alignment proposals and discussions • Stakeholder Engagement: 3rd PSC Meeting, Council Approval, 3rd PTC meeting, notice of	10%	2 Months	Final Municipal SDF (including all Deliverables)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

	adoption in gazette.			
RETENTION	Close-Out Report	10%		
TOTAL		100%	10 months	

10. MANDATORY REQUIREMENTS

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

- 10.1 Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- 10.2 A resolution authorizing a particular person to sign the bid documents: Resolution of board of directors should be on a company letter head with all directors signing and nominated person indicated and appending signature on the resolution. Even if the company owner is a sole owner, the resolution should also be attached and signed.
- 10.3 The project leader must be registered with South African Council for Planners (SACPLAN) and in good standing in terms of the Planning Profession Act, 2002 as a Professional Planner with a minimum of 10 years' experience post qualification and expertise in SDF development. (a certified copy of a valid certificate indicating member in good standing must be attached).
- 10.4 GIS practitioner must be registered with SAGC: attach a certified copy of certificate and a letter of good standing with the Council.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

11. 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.

- 11.1 DALRRD considers skills development as an integral part of the out-sourcing process. The process should ensure that skills development and transfer is achieved within the municipality. Proposals should indicate how skills development and transfer would be achieved in the municipality / district municipality.
- 11.2 *(An additional requirement is that of a capacity building plan for Town Planning interns within the department. The SPLUMS unit employs interns who are currently registered as Candidate Town and Regional Planners and require a range of experience, that the department may not be able to provide, to register as professionals. You are required to develop a plan identifying how you as the service provider will include the interns in the process of the project and at what phases, which will allow them to gain experience in certain tasks.*
- 11.3 Progress on skills transfer to be part of the monthly progress report.
- 11.4 An executive summary of the key issues covered in the Proposal.
- 11.5 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 bears relevance to the work at hand. Clear indication of actual roles and responsibilities must be presented with verifiable proof.
- 11.6 General methodology for undertaking work of this nature. The methodology should also indicate the project milestones that will be used to measure the project progress.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

- 11.7 Certified copies of all certificates, references, professional registration and related certification for all members of the proposed team must be attached.
- 11.8 Evidential and documentary proof of professional qualification, registration and affiliation. For instance, if a team member claims to be a Professional Planner, a copy of the registration with the South African Council for Planners (SACPLAN) is required.
- 11.9 Any other information relevant to the determination of the suitability of the interested bidder for this project should be listed.
- 11.10 *The following technical information **must** be submitted with the bid proposal:*
- a) Relevant professional experience of the team leader and core supporting experts;
 - b) Organizational, managerial and technical ability;
 - c) Full CV's of all proposed team members;
 - d) Minimum 3 contactable current and previous client references for 3 different clients;
 - e) Associations and Professional Affiliations of companies and individuals;

12. INFORMATION GATHERING

- 12.1 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.
- 12.2 Existing information, which is available within the DALRRD Branch: Spatial Planning and Land Use Management (SPLUM) will be made available to the appointed service provider during the execution of the project.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

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

12.4 Notwithstanding anything written in these terms of reference, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.

13. CONSULTATION

13.1 The service provider will be required to engage in a consultation process (as per phase design), whereby the relevant provinces, departments, metropolitan/district/local municipalities together with key stakeholders will be consulted on the draft document.

13.2 All costs associated with the venues & catering during consultation process will be covered by the service provider.

13.3 To ensure that all the spatial requirements / needs of all the affected stakeholders are accommodated, a suitable organization framework needs to be established.

14. FORMAT OF PROPOSAL

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

14.2 All proposals should be clearly indexed and easy to read.

14.3 Proposals should have a section to indicate how COVID-19 will affect the project and how they will deal with this.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

15. FINANCIAL PENALTIES

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

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

15.2 As indicated in 14.1, penalties in terms of percentages will be deducted from payment as indicated below.

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
Phase 0: Inception	0%	10%	25%	50%	75%	100%
Phase 1: Policy Context & Vision Directives	10%	10%	25%	50%	75%	100%
Phase 2: Spatial Challenges and Opportunities	15%	20%	40%	60%	80%	100%
Phase 3: Spatial Proposals	35%	20%	40%	60%	80%	100%
Phase 4: Implementation Framework	20%	20%	40%	60%	80%	100%
Phase 5: Final Municipal SDF	10%	20%	40%	60%	80%	100%
RETENTION	10%					
Total	100%					

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

- 15.3 Payments will be made only for work performed to the satisfaction of the Project Steering Committee. The Project Steering Committee will need to take a resolution concerning the work undertaken by the service provider. This resolution will then be reflected in the minutes of the meeting. The minutes will be submitted as part of the documentation required in order to process payment.
- 15.4 Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.
- 15.5 Original copies of invoices to substantiate all costs must be provided. Invoices must clearly indicate the number of hours spent on the project, for what purpose those hours was spent and to what extent the objectives were achieved. No copies, faxes or e-mailed invoices from the service provider will be processed.
- 15.6 A pricing schedule must be submitted on a separate sheet from the technical proposal for ease of evaluation. The pricing schedule should include the following:
- The names of the persons nominated to be used on the project;
 - The number of hours allocated to each nominated person for the duration of the project;
 - The hourly tariff applicable to each nominated person;
 - All monetary amounts must be in South African Rand;
 - Disbursements must be indicated separately and inclusive; and VAT must be included.

16. RETENTION

- 16.1 The Department of Agriculture, Land Reform and Rural Development shall retain 10% of the total project cost in the case of late or non-delivery of the council approved SDF in terms of Section 20 (1) of Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013).
- 16.2 The service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after milestone due date.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

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

17. EXTRA WORK

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

18. REPORTING AND ACCOUNTABILITY

- 18.1 During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the project team or steering committee managing the service provider.
- 18.2 All information captured and or used to generate the outputs of the project remains the property of the municipality and must be handed over in its totality when the project is closed. The municipality 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 the Municipality. This agreement must be reached and signed off together with the project plan before the project commences.
- 18.3 The project will be signed off by the Director: Spatial Planning and Land Use Management Services when:
- All the end products (refer to list) have been delivered and (*all deliverables per phase to be approved by the Project Steering Committee*)
 - A formal presentation has been made to the Directorate: Spatial Planning and Land Use Management Services and;

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

- The Director: Spatial Planning and Land Use Management Services is satisfied that all requirements have been met.

19. EVALUATION PROCEDURE

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

- The applicable values that will be utilised when scoring each criteria ranges from **0 no submission, 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

EVALUATION CRITERION GUIDE

Scoring Criterion	0 No submission	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Team leader must be a registered Town Planner with project management experience and have a minimum of ten (10) years' experience and expertise in managing and coordinating a multi - disciplinary project in	No experience attached or attached 1-2 proof of experience	N/A	N/A	Attached 3 proof of experience	Attached 4-5 proof of experience	Attached 6 and above proof of experience

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER
TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF)
WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT
MUNICIPALITY IN THE FREE STATE PROVINCE**

spatial planning and land use management						
Team Leader must have usefully managed a minimum of 3 Spatial Development Framework and Precinct plans or Similar projects post promulgation of SPLUMA.	No attachment	N/A	N/A	Team Leader managed a minimum of 3 projects.	Team Leader managed a minimum of 4- 5 projects.	Team Leader managed a minimum of 6 or more projects.
A minimum of 3 Planners registered as professionals with SACPLAN and with a minimum of 7 years post qualification experience in Spatial Planning and land use management.	No attachment	N/A	N/A	Attached 03 planners with 07 years of experience	N/A	Attached 03 planners with more than 07 years of experience
Professional Geographic Information	No attachment or not a	N/A	N/A	Attached a Professional Geographic	Attached a Professional Geographic	Attached a Professional Geographic

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER
TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF)
WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT
MUNICIPALITY IN THE FREE STATE PROVINCE**

Scientist Practitioner registered with SAGC and with 5 years post registration experience in mapping and analysis	registered Professional Geographic Information Scientist Practitioner registered with SAGC or with 0-4 years post registration experience in mapping and analysis			Information Scientist Practitioner registered with SAGC and with 5 years post registration experience in mapping and analysis	Information Scientist Practitioner registered with SAGC and with 6-7 years post registration experience in mapping and analysis	Information Scientist Practitioner registered with SAGC and with 8 or more years post registration experience in mapping and analysis
Methodology	Panel members will be using their own digression to allocate points based on the information provided by bidders. The more the information provided in line with what is required the higher the points.					

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. Capability: Firm's experience, track record and competency	Team leader must be a registered Town Planner with project management experience and have a minimum of ten (10) years' experience and expertise in managing and coordinating a multi -disciplinary project in spatial planning and land use management : Attach certified copy of a certificate and attach proof that its in good standing and CV's clearly indicating a detailed profile of the similar previous work experience, contactable references of similar work undertaken- List names, addresses, telephone numbers, fax numbers and e-mail.	20	40
	Team Leader must have usefully managed a minimum of 3 Spatial Development Framework and Precinct plans or Similar projects post promulgation of SPLUMA. Attach a short profile clearly demonstrating successful Completion of previous projects on land use management (e.g. Land Use scheme, Town Planning scheme etc.), contactable References: List names, addresses, telephone numbers, fax numbers and e-mail.	20	
CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
2. Composition of Technical Team	Composition of technical team to be utilized in the execution of the project consist of the below professions: Attach certified copies of SACPLAN a minimum of 7 years' experience and CV's clearly indicating a detailed profile of their previous work experience, Contactable References of similar work undertaken- List names, addresses, telephone numbers, fax numbers and E-mail numbers, fax numbers and e-mail. SAGC certificate and CV's clearly indicating a detailed profile of their previous work experience, Contactable References of similar work undertaken- List names, addresses, telephone numbers, fax numbers and E-mail numbers, fax numbers and e-mail.		
	A minimum of 3 Planners registered as professionals with SACPLAN and with a minimum of 7 years post qualification experience in Spatial Planning and land use management.	15	25
	Professional Geographic Information Specialist registered with SAGC: relevant qualification plus 3 years' post qualification experience in mapping and analysis	10	
3. Methodology	Clear approach and methodology of how the project deliverables will be executed (Phases)	15	35
	A project plan demonstrating a coordinated approach of how various project deliverables will be managed against timeframes.	10	
	Approach to the development of the stakeholder engagements, capacity building and skills transfer	10	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

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

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

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

19.3 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. Thus, bidders who provide the lowest management fee will get full 80 points for price.

19.4 Calculating of points for B-BBEE status level of contribution

- Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Contributor	Status Level of	Number of Points (80/20 system)
	1	20
	2	18
	3	14
	4	12
	5	8
	6	6
	7	4
	8	2
Non-compliant contributor		0

- Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by accredited Verification Agencies by SANAS or Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids, to substantiate their B-BBEE claims. The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act. A fully completed, signed and stamped sworn affidavit will also be accepted.
- Bidders who do not submit B-BBEE Status Level Verification Certificate or are non-compliant contributors to be B-BBEE do not qualify for preference points for B-BBEE.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

20. TERMS AND CONDITIONS OF THE BID

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

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

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

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

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

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER
TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF)
WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT
MUNICIPALITY IN THE FREE STATE PROVINCE**

- 20.5 Project team members must be available for the duration of the project, the service provider is not allowed to change the composition without prior consent of the DALRRD.
- 20.6 Any deviation from the project plan should be put in writing and signed by the project manager of DALRRD.
- 20.7 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 20.8 Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 20.9 Financial penalties will be imposed for agreed upon milestones, targets, and deadline not met without providing:
- a) Timely notification of such delays.
 - b) Reasons for the delays.
 - c) Supporting evidence that the delays were outside of the influence of the service provider.
- 20.10 Payment will ONLY be made as per deliverables and upon SATISFACTION of services rendered or good and quality products delivered. Therefore, original invoices submitted for payments must be submitted for payment with relevant supporting documents. No copies or e-mailed invoices will be processed.
- 20.11 Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverable criteria as stipulated in the General Conditions of Contract.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE

- 20.12 Original invoices to substantiate all costs must be provided. The invoices should include the Department of Rural Development and Land Reform order number that will be provided to the selected service provider upon acceptance of the proposal.
- 20.13 When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DALRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DALRRD.
- 20.14 The department reserves the right not to appoint anyone.
- 20.15 No material or information derived from the provision of the services under the contract may be used for any other purposed except for those of the DALRRD, except where duly authorized to do so in writing by the DALRRD.
- 20.16 Copyright in respect of all documents and data prepared or developed for the project by the Service Provider shall be vested in DALRRD.
- 20.17 The successful Service Provider agrees to keep confidential all records and information related to the project and not disclose such records or information to any third party without the prior written consent of DALRRD.
- 20.18 Monthly reports (per phase) will be forwarded by the service provider to the Free State office of the DALRRD – Spatial Planning and Land Use Management Services (SPLUMS) situated in Bloemfontein. The service provider will be required to report via a written and electronic report.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER
TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF)
WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT
MUNICIPALITY IN THE FREE STATE PROVINCE**

21. PROJECT MANAGEMENT WITHIN DALRRD

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

22. OUTCLAUSE

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

23. PUBLICATION

- 23.1 E-tender/ National Treasury Portal
- 23.2 DALRRD Website

24. ADVERT TENDER PERIOD

- 21 calendar days

25. BRIEFING SESSION

- No compulsory briefing session will be held.

26. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

**OFFICE OF THE DIRECTOR: SPATIAL PLANNING AND LAND USE MANAGEMENT
SERVICES, FREE STATE
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
OMNI CENTRUM, GROUND FLOOR, 73 ALIWAL STREET, BLOEMFONTEIN
Attention: Danie Schoeman**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER
TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF)
WITHIN A PERIOD OF TEN (10) MONTHS FOR XHARIEP DISTRICT
MUNICIPALITY IN THE FREE STATE PROVINCE**

Telephone: 051 410 5800, Cell: 082 856 2741.

Email: danie.schoeman@dalrrd.gov.za

Bid related enquiries Enquiries:

Mr. Gladman Matshe

Tel: 051 400 4200

Email: Gladman.matshe@dalrrd.gov.za

Or

Mr. Calvin Mampa

Tel: 051 400 4200

Email: calvin.mampa@dalrrd.gov.za

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

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

- | | |
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| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

**24. Anti-dumping
and countervailing
duties and rights**

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

**25. Force
Majeure**

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

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

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