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

2030 NDP

KWAZULU–NATAL PROVINCIAL SHARED SERVICE CENTRE PRIVATE BAG X 9132, PIETERMARITZBURG, 3200270 Jabu Ndlovu Street, PIETERMARITZBURG, 3201 Tel: (033) 264 9500

ENQUIRIES: Ms M Reddy / Ms T Dlungwana **BID NO: SS-KZN 5/2/2/1 (046) (2026/27) 3SP**

The Managing Director
....

Dear Sir / Madam

INVITATION TO SUBMIT A QUOTATION FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE LOCAL AREA PLAN FOR THE VULINDLELA AREA IN THE MSUNDUZI LOCAL MUNICIPALITY SITUATED IN THE UMGUNGUNDLOVU DISTRICT, PROVINCE OF KWAZULU-NATAL

1. **Bid No.: SS-KZN 5/2/2/1 (046) (2026/27) 3SP**
2. Closing Date: **26 August 2026** at **11h00 Telkom time**. Bids submitted after this date and time will not be accepted. Please note that VAT vendors must include VAT at 15%. **Bids shall be valid for a period of 60 days**
3. The attached documents consist of **[63]** pages. Service provider to declare any controlling interest in any other related enterprise whether or not they are bidding for this contract.
4. The conditions contained in Supply Chain Management (General Conditions and Procedures) and the attached SBD 1, Pricing schedule, SBD 4, SBD 6.1, terms of reference / specifications, entity forms, as well as any other conditions accompanying this request are applicable. Documents are to be completed, signed and witnessed (this is of utmost importance) and submitted with your proposal. Proof of delegation of authority to sign the Bid documents must be included in your proposal.
5. If you are a shareholder or joint venture, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your bid price may be gauged. This information will be treated as strictly confidential. It is of utmost importance that the bidder should attach to the proposal, certified copies of shareholders certificates and identity documents. Use of tipex in the bid doucment is strictly prohibited.
6. **(Include the relevant Central Supplier Database summary report and the Tax compliance status pin or (valid tax clearance certificate)**
7. Please contact **Mr Walter Van Rensburg on 072 648 9127** for any technical queries related to the project.
8. All the documents accompanying this bid invitation must please be completed in detail where applicable and returned with your bid. **The use of correction fluid on the bid document is strictly prohibited.**
9. The appointed service provider will be required to sign a contract at the KwaZulu-Natal Provincial Shared Service Centre at 270 Jabu Ndlovu Street, Pietermaritzburg before the commencement of the project.
10. Please ensure that your bid reaches this office before closing time.
11. When submitting your bid the following information must appear on the sealed envelope:
    Name and address of the bidder
    Bid number
    Closing date
12. **All proposals are to be numbered and initialled and sent for the attention of the Procurement Section and placed in the bid box on the first floor at 270 Jabu Ndlovu (Loop) Street, Pietermaritzburg OR if posted, place the aforementioned envelope in a covering envelope addressed as follows:** Bids, Department of Land Reform and Rural Development, Private Bag X9132, Pietermaritzburg, 3200.
    Telegraphic, emailed, telefaxed or faxed proposals will not be accepted.
13. The Department of Land Reform and Rural Development is not bound to accept the lowest or any quotation and reserves the right to accept any quotation or part thereof.

Kind regards

DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT, PSSC KZN
FOR DIRECTOR –GENERAL: DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
DATE: 07/08/2026

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	**SS-KZN 5/2/2/1 (046) (2026/27) 3SP**	CLOSING DATE:	**26 AUGUST 2026**	CLOSING TIME:	**11h00am**
DESCRIPTION	**INVITATION TO SUBMIT A QUOTATION FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE LOCAL AREA PLAN FOR THE VULINDLELA AREA IN THE MSUNDUZI LOCAL MUNICIPALITY SITUATED IN THE UMGUNGUNDLOVU DISTRICT, PROVINCE OF KWAZULU-NATAL**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
1st Floor, 270 Jabu Ndlovu Street, Pietermaritzburg, 3200					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**THOKOZILE DLUNGWANA**	CONTACT PERSON	**WALTER VAN RENSBURG**
TELEPHONE NUMBER	**033 264 9536**	TELEPHONE NUMBER	**072 648 9127**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Thokozile.Dlungwana@dlrrd.gov.za	E-MAIL ADDRESS	Walter.VanRensburg@dlrrd.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: ……………………………

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ....BID NO.: **SS-KZN 5/2/1/1 (046) (2026/27) 3SP**

CLOSING TIME **11h00am Telkom time** CLOSING DATE: **26 AUGUST 2026**

OFFER TO BE VALID FOR **60** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

INVITATION TO SUBMIT A QUOTATION FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE LOCAL AREA PLAN FOR THE VULINDLELA AREA IN THE MSUNDUZI LOCAL MUNICIPALITY SITUATED IN THE UMGUNGUNDLOVU DISTRICT, PROVINCE OF KWAZULU-NATAL

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

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R...

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
--	R----------------------------	--------------------------------
--	R----------------------------	--------------------------------
--	R----------------------------	--------------------------------
--	R----------------------------	--------------------------------
--	R----------------------------	--------------------------------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

--	R----------------------------	------------------------- days
--	R----------------------------	------------------------- days
--	R----------------------------	------------------------- days
--	R----------------------------	------------------------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
--	....	....	R..................
--	....	....	R..................
--	....	....	R..................
--	....	....	R..................

Bid No.: ....

Name of Bidder: ....

TOTAL: R..

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
--	....	....	R....................
--	....	....	R....................
--	....	....	R....................
--	....	....	R....................

TOTAL: R..

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

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

8. Are the rates quoted firm for the full period of contract? *YES/NO

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

....

....

....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

Name: Ms Thokozile Dlungwana
Email: Thokozile.dlungwana@dlrrd.gov.za
Tel: 033 264 9500

Tel:

Or for technical information –

Name: Mr Walter Van Rensburg
Email: Walter.Vanrensburg@dlrrd.gov.za
Tel : 072 648 9127

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 2022

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

---

1. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

(b) **"price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

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

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

2. GENERAL CONDITIONS

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

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female-

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

2.10.3 Who has a disability

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

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

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

2.10.5 Locality (Province of Kwazulu-Natal)

(a) a **valid** municipal services account (water, sanitation, rates and electricity) not older than 3 months, in the name of the bidder/s or active director/s **or**
(b) a valid lease agreement from the lessor **or**
(c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped, dated and not older than 3 months.

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

2.12 **Specific goals for the tender and points claimed are indicated per the table below.**
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

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

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

(I) A maximum of 8 points may be allocated to tenderers who fall under the Historically Disadvantaged individuals (HDI) category on the following basis:

- Percentage ownership equity x 8 ÷ 100 = number of points claimed.

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

- Percentage ownership equity x 5 ÷ 100 = number of points claimed.

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

- Percentage ownership equity x 2 ÷ 100 = number of points claimed.

(IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:

- Percentage ownership equity x 2 ÷ 100 = number of points claimed.

(V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:

- Percentage ownership equity x 3 ÷ 100 = number of points claimed.

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership

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

5. SUB-CONTRACTING

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

YES		NO	

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: ....%

ii) The name of the sub-contractor: ....

iii) Points claimed for HDI by the sub-contractor: ....

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm...

6.2. Company registration number: ....

7.

7.1. TYPE OF COMPANY/ FIRM

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:	....
DATE:	....
ADDRESS:	....
	....
	....
	....

land reform &
rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Directorate: Spatial Planning and Land Use Management Services, KwaZulu-Natal, SPLUMS,
83 Peter Kerchhoff (Chapel) Street, Pietermaritzburg, Private Bag X9000, Pietermaritzburg, 3200.
Tel (033) 264 1400, Fax (033) 264 1413

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE LOCAL AREA PLAN FOR THE VULINDLELA AREA IN THE MSUNDUZI LOCAL MUNICIPALITY, SITUATED IN THE UMGUNGUNDLOVU DISTRICT, PROVINCE OF KWAZULU-NATAL

1. INTRODUCTION

1.1. The Department of Land Reform and Rural Development (DLRRD) seeks to enlist the services of experienced and suitably qualified, competent, professional service providers or a consortium of service providers to undertake the review of the Vulindlela Local Area Plan (LAP) in the Msunduzi Local Municipality (uMgungundlovu District Municipality province of KwaZulu-Natal). The Vulindlela LAP was developed in 2016, and with significant growth in the area, it is necessary to review the LAP to address current development pressures in the area.

2. BACKGROUND

2.1. The Constitution of South Africa envisages a robust local government system, which can provide democratic and accountable government for local communities; ensure the provision of services to communities in a sustainable manner; promote social and economic development; promote a safe and healthy living environment; and encourage the involvement of communities and community organizations in the matters of local government.

2.2. The Municipal Systems Act 32 of 2000 aims to empower local government to fulfil its Constitutional Objectives and in terms of Section 25 (1), each Municipal Council must within a prescribed period adopt a single, inclusive and strategic plan, known as the Integrated Development Plan [IDP], of which the SDF is a core component (Section 26e). The Msunduzi IDP divided the Msunduzi into 4 managerial areas of which Vulindlela is one. It therefore equates to almost a quarter of the municipal area, which necessitates the need to identify localised development opportunities, focussed development programs and inform the preparation and introduction of a coherent Land Use Management System (LUMS). The review of the LAP will do just that by identifying issues localised to the nodal area, and to serve as a Land use Management Tool, until the LUS is updated and incorporates the guidelines of the LAP.

land reform &
rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

3. GEOGRAPHIC SETTING AND PROJECT AREA

3.1. The Msunduzi Municipality is located within the uMgungundlovu District Municipality and lies approximately 85 km west of the Durban Port. The city of Pietermaritzburg, situated in the Msunduzi Municipality, is the second-largest city in the KwaZulu-Natal province and the fifth-largest city in South Africa. It is the capital of KwaZulu-Natal, and the main economic hub in the uMgungundlovu District Municipality and the Midlands. The N3 national highway (corridor) and the R56 provincial arterial route run through the municipality in an east–west and a north–south direction respectively. The municipality shares boundaries with the Mkhambathini Municipality to the east, Richmond Municipality to the south, Impendle Municipality to the south-west, uMngeni Municipality to the west, and uMshwathi Municipality to the north.

3.2. The Msunduzi Municipality accounts for approximately 61.1% of the district's population. It is a primary node in the uMgungundlovu District and fulfils a dominant role in the economy of the district, accounting for between 75% and 80% of its economy. It is viewed as a regional urban centre with potential for economic development and further growth. It is classified as a service economy.

Map 1: Provincial Locality
Source: DLRRD 2026

land reform &
rural development

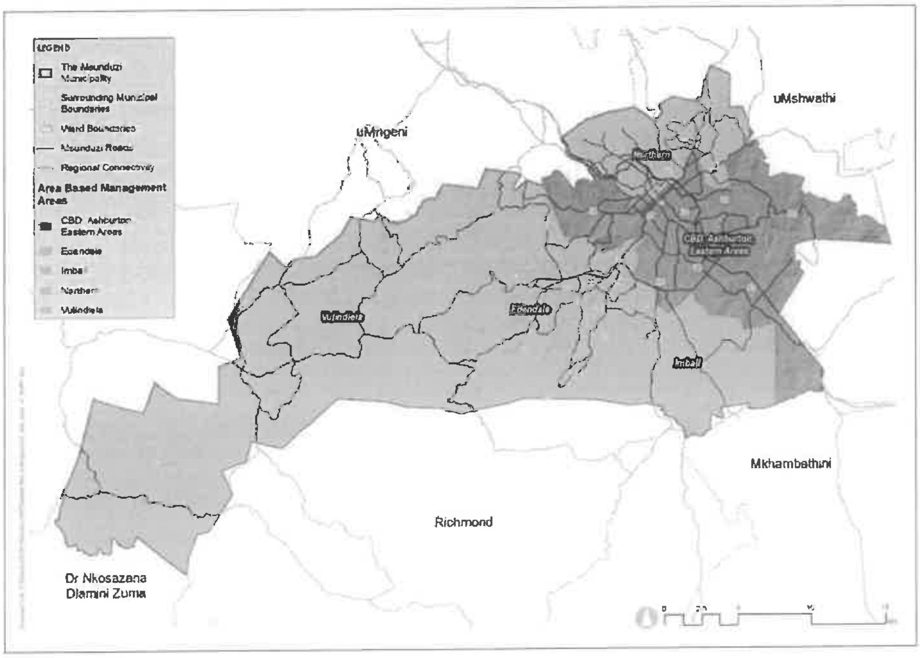
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

3.3. Managerially, the municipality is divided into four Area Based Management (ABM) areas, namely:

- Vulindlela
- Greater Edendale / Imbali
- CBD / Ashburton / Eastern Areas
- Northern Areas

3.4. The Greater Edendale Development Initiative (GEDI) was established in 2004 to facilitate the integrated and holistic development of the Edendale area. In 2013, GEDI was extended to include the Vulindlela tribal authority area. In 2016 Ward 39 was included and all are now collectively recognised as the Greater Edendale Vulindlela Development Initiative (GEVDI). GEVDI seeks to unlock the development potential of the Edendale–Vulindlela Complex and see its transformation into a functional and well-planned space as an integral component of the Msunduzi Municipality's spatial structure and order, based on a thorough understanding of the existing profile of the area.

3.5. This area is under traditional authorities and is predominantly rural with largely traditional settlements. There are, however, pockets of informal settlements. This area is the largest of the ABMs, and houses most of the city's population, yet it is highly underdeveloped and under-serviced. Most people are unemployed and dependant on government grants, while some live off the land through subsistence farming. There are also pockets of Active/Passive Open Spaces, Forestry/Plantation, Grasslands, and Natural Bush. The education facilities are scattered around the area, and the lack of health facilities is clear.



Map 2: ABM Boundaries
Source: Msunduzi SDF 2023

3.6. The Vulindlela ABM area is located in the western parts of the Municipality. The area is characterised by rural, peri-urban, and relatively low-density residential areas. The urban form is significantly impacted by the undulating terrain. Furthermore, significant portions of the ABM area comprise arable agricultural land, which should be protected against human settlements. The population and household growth projections for the period 2016 to 2050 are illustrated in Table 1 and Figure 1. Figure 1 illustrates the household growth in the different income groups. Very little growth is anticipated within the high-income group and minimal growth in the middle-income group. Future household growth is predominantly expected within the low-income group. This is predominantly due to the great distance these settlements are from the Municipality's economic centres. Traditional leaders should be approached to discuss potential housing strategies in light of the significant growth of low-income households.

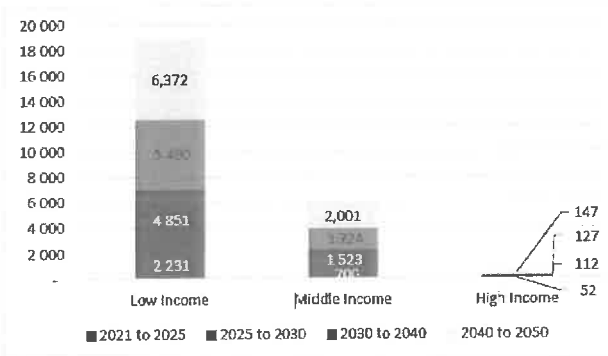


Figure 1: Vulindlela ABM household growth (2021 - 2050)
Source: Msunduzi SDF 2023

3.7. When comparing household incomes across the various ABMs, it is evident that Greater Edendale and Imbali, and Vulindlela ABM areas have the highest proportion of low-income households compared to the other ABMs, accounting for 73.3% and 74.8% respectively. The CBD / Ashburton and Eastern areas ABM as well as the Northern Areas ABM, on the other hand, have considerably high proportions of middle- and high-income households compared to other ABMs.

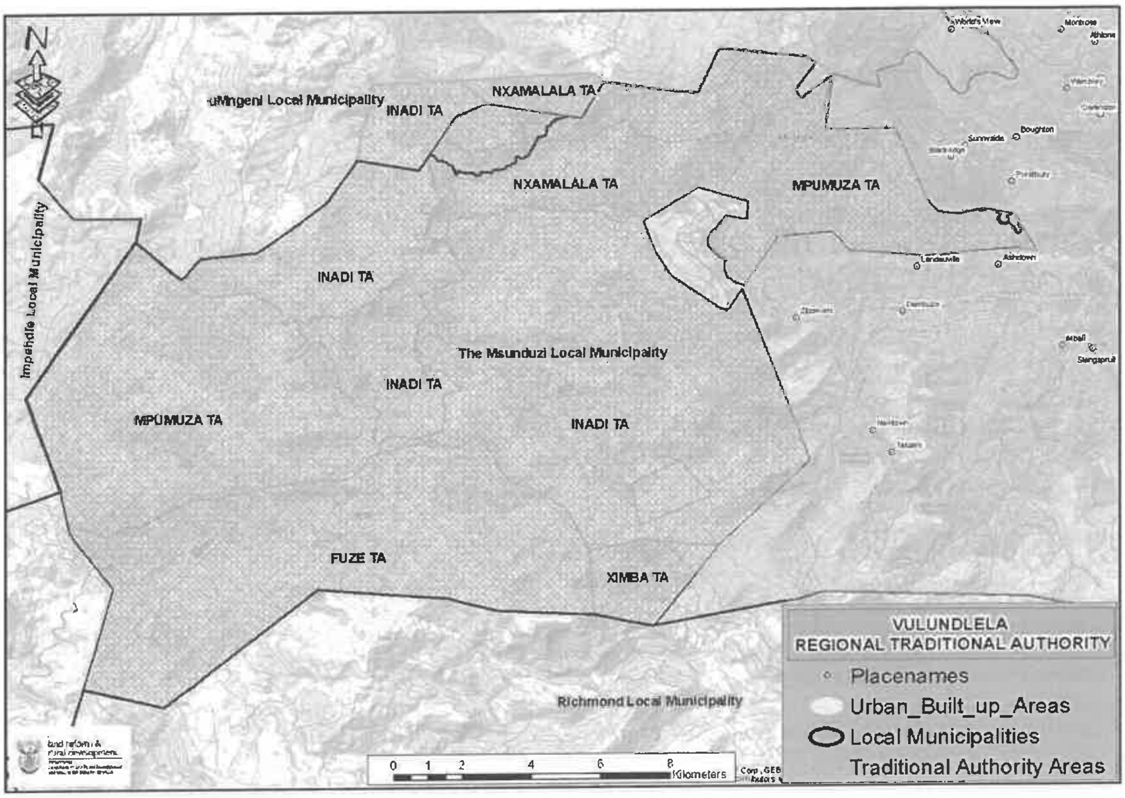
Year/Period	Population	Households			
		Total	Low Income	Middle Income	High Income
			74.8%	23.5%	1.7%
2016	165,184	33.060	24,724	7,764	572
2021	176,364	36,193	27,067	8,500	626
2025	187,108	39.176	29,298	9.200	678
2030	212,690	45.662	34.148	10,724	790
2040	234,812	53.003	39,638	12.448	917
2050	259,236	61.524	46,010	14.449	1,064
Estimated growth 2021 to 2025	10,745	2.983	2.231	700	52
Estimated growth 2025 to 2030	25,582	6.486	4,851	1.523	112
Estimated growth 2030 to 2040	22,122	7.341	5,490	1,724	127
Estimated growth 2040 to 2050	24,423	8.521	6,372	2,001	147
Total estimated growth 2021 to 2050	82,872	25 331			

Table 1: Vulindlela ABM population and household projections and estimated growth (2016 – 2050)
Source: Msunduzi SDF 2023

3.8. The five Traditional Councils in Vulindlela that needs to be consulted right from the start are the following:

- Fuze Traditional Council
- Inadi Traditional Council
- Mpumuza Traditional Council
- Nxamalala Traditional Council
- Ximba Traditional Council

3.9. The image below depicts the locality of the 5 Traditional Councils within Vulindlela.



Map 3: Vulindlela Traditional Councils Localities
Source: DLRRD 2026

4. PROJECT DEFINITION AND OBJECTIVES

4.1. The purpose of a LAP is to provide a defined planning, development and implementation framework for the management of development and land use in an area.

4.2. LAPs are not necessarily focused on formal administrative areas in terms of current planning legislation or policies. In planning terms, a "Local Area" commonly refers to a geographically smaller area with specific characteristics that require detailed planning within the broader administrative boundaries of a municipality and the exact size of the study area will thus vary. A study area must be identified and delineated using cadastral maps and boundaries showing those land parcels that fall within and outside the study area. It often includes investigations into appropriate land use options, physical environment constraints, infrastructure requirements, community values and expectations and tenure arrangements.

4.3. An LAP is developed to provide a new desired development pattern to a functionally obsolete area, alter existing land use disparities, protect and promote existing predominant or preferred future dominant land uses and associated ancillary or compatible land uses. Examples of core attributes a LAP should protect and promote includes:

4.3.1. A sense of place (i.e. vernacular architecture);
4.3.2. Functional built environment to promote;
(a) Accessibility- paths and linkages;
(b) Equity- even distribution of resources;
(c) Integration- place making;
(d) Functionality- compatibility of land use activities
(e) Sustainability- social, economic, institutional enhancement and environmental protection;
4.3.3. Economic activities and opportunities, and thereby serving as a blueprint for investment decisions;
4.3.4. Agriculture;
4.3.5. Urban agriculture;
4.3.6. Nature conservation;
4.3.7. Sport and recreation;
4.3.8. Forestry;
4.3.9. Water supply catchments and other water supply sources;
4.3.10. Eco-tourism;
4.3.11. Extractive resources and,
4.3.12. Conglomeration of government services.
4.3.13. Medical Facilities

4.4. A LAP is a planning tool that sets out a vision for the future development trajectory of an area. It establishes a planning and management framework to guide development and land-use change and aims to achieve environmental, social and economic objectives.

4.5. LAPs should take into account all of the issues affecting an area, including its buildings and spaces, land uses, activities and transport and the need for spatial integration with the surrounding areas. An essential aspect of the planning process is feedback from the community on how the area should evolve. An important phase of the planning process requires consultation with the community, residents, businesses and the development industry to determine the best outcome for the rural focus area.

4.6. From the background research, analysis and consultation, the LAP should determine what is working well in an area and how this can be enhanced, and how the area can grow and change in the future. It provides clear strategies and detailed actions for how this can be achieved through the implementation of the LAP over time.

4.7. The LAP will inform interventions by both the public and private sectors in order to facilitate economic growth and development through social, spatial and economic development or regeneration. The aim is to initiate, stabilize, consolidate and promote economic development in the rural focus area to enhance business efficiencies and opportunities as a response to various government initiatives by proposing appropriate land-use interventions or densities within the nodal areas.

4.8. The proposals in the LAP should inform the overall development of the nodal areas in terms of medium to long-term strategic interventions required to promote the development of spatially and economically integrated areas that are attractive, efficient, convenient, safe and effectively managed. The interventions will inter alia promote restructuring, sustainable communities, economic development, poverty alleviation and environmental sustainability.

4.9. The primary aim of the LAP is the arrangement of land use and infrastructure associated with the needs of specific communities within administrative regions. It integrates transportation, environment, education, economic development, social, residential development and other developmental requirements. Development needs, opportunities and priorities are identified. It is a process that is community-based and driven.

4.10. The updated Local Area Plan must:

4.10.1. Give effect to the development principles contained in the Spatial Planning & Land Use Management Act No 16 of 2013 including:

(a) Spatial Justice;
(b) Spatial Sustainability;
(c) Efficiency;
(d) Spatial Resilience; and,
(e) Good Administration.

4.10.2. Set out objectives that reflects the desired spatial form of the municipality;

4.10.3. Contain strategies, policies and plans which must-

(a) Indicate desired patterns of land use within the project area;
(b) Address the spatial reconstruction of the location and nature of development within the identified area; and,
(c) Provide strategic guidance in respect of the nature of development within the study area.

4.10.4. Set out basic guidelines for a land use management system in the project area;

4.10.5. Identify programmes, projects and restructuring elements for the development of land;

4.10.6. Provide a visual representation of the desired spatial form of the study area which representation must:

(a) Indicate where public and private land development and infrastructure investment should take place;
(b) Indicate desired or undesired utilisation of space in the particular area;
(c) Delineate land uses and precincts in the study areas.
(d) Identify areas where strategic intervention is required; and,
(e) Provide urban design interventions and guidelines to enhance the aesthetic appeal.

4.11. A LAP should ensure that all municipal spatial plans and policies are considered to ensure that the rural focus area is aligned to the intentions of municipal planning directives (SDF/IDP/DDM) and demonstrate the relationship between the planning intent of the rural focus area and other planning initiatives such as Local Economic Development Strategies, infrastructure planning, natural resource management plans and environmental management strategies and should encourage and support economic development opportunities.

5. MATTERS TO BE ADDRESSED IN THE LOCAL AREA PLANS

5.1. The plans should be developed by analysing the challenges and providing opportunities for the areas.

5.2. The Plans should include proposals to **form the basis of a land use scheme** or **suggest** proposed **amendments to an existing land use scheme** that are required to establish and manage the nodes, such as:

5.2.1. Land use controls to protect and promote industries and economic activities;
5.2.2. Levels of development assessment for land use changes;
5.2.3. Modified controls to promote opportunities to diversify, innovate and value add to activities;
5.2.4. Options to prevent incompatible land uses;
5.2.5. Identifying key areas where a node can sustain economic activities;
5.2.6. Preventing inappropriate fragmentation of land;
5.2.7. Development proposals to protect or promote compatible development within the project areas; and
5.2.8. Identify land with developmental potential, to create opportunities in the area which should give guidance to the community.

5.3. Enhancing infrastructure and investment opportunities for local activities. The Project should identify opportunities to coordinate and integrate planning, especially planning for local and regional infrastructure. This information can be used to assist in prioritising infrastructure options such as transport networks and water supply systems.

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

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

5.6. Protecting and promoting productive activities within an area and associated regional landscape values within a node. The Plan should aid in identifying strategies and actions that protect and promote productive activities, including the range of landscape values supported by the particular node. In addition, the Plan should help identify opportunities and constraints to promote the ecologically sustainable development of the natural resources.

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

5.8. Scheme extension/Scheme amendments. This section should identify how the proposed land use scheme extension/amendments, achieve the planning intent for the areas.

5.9. Management and Implementation strategies. This section should identify how other planning and management initiatives contribute to achieving the planning intent of the node and the matters listed above.

5.10. Implementation Plan, with details of the projects and what the projects will achieve once completed. The Implementation Plan must consist of a list of projects with step-by-step instructions for the implementation to achieve the intentions of the LAP.

6. LAP PROCESS / CRITICAL MILESTONES

6.1. The development of the Local Area Plans in terms of this Project should ideally follow the following steps:-

PHASE 1: DETAILED INCEPTION REPORT AND COMMUNICATION PLAN (2 weeks)

Step 1: Inception Report and Communication Plan

- On appointment, the project consortium will prepare a detailed project work plan and Gantt chart, in the form of an Inception Report, detailing the specific actions and date-specific time frames of the project. The report will include the proposed action steps to be undertaken during the whole of the project and by whom.
- A Communication Plan will be developed detailing the stakeholders (i.e. people, organisations, interested and affected parties, including traditional authorities and Ward committees) to be engaged while developing the plan, both during the drafting of the LAP and once the draft plan has been developed, to ensure buy-in from all stakeholders.
- This includes contact number of the project management team on the Side of the Department, as well as that of the Service Provider.
- The Communication Plan should include an awareness campaign utilising Social Media Platforms.
- Also depict proposed project steering committee meetings to monitor progress.

Step 2: Presentation to Project Steering Committee & Council

- Presentation of Inception Report and consultative process to be followed, resulting in consensus being reached and Client giving written acceptance of the Inception Report.
- Presentation/introduction of project to Municipal Council.

Deliverable: Inception Report detailing the process to be followed, with a Gantt Chart **and including the Communication Plan.**

PHASE 2: DATA COLLECTION AND ANALYSIS (3 Months)

Step 1: Collection of Existing Data

- The service provider will be required to undertake a wealth of research and analysis to understand the existing status of the study area. A contextual review and a situational analysis of the study area should be conducted.
- It is imperative that an engagement with the ward committees and if applicable/necessary with other community leaders be had. A platform should be created for clear communication stakeholders such as CPAs and Community Trust Trustees.

- During the initial data collection and analysis of environment, existing land use activities and land use management controls, environmental issues, relevant matters and development issues, including targeted consultation sessions with the municipality, sector departments, adjoining municipalities and other stakeholders on the proposed initiatives for the identified area.
- **It is important that a site inspection be undertaken to collect primary information as one develops the Local Area Plans, and this will include information from the residents and photographs of the area.**

Step 2: Presentation to Project Steering Committee

- Presentation of the status quo analysis of all data collected with dates of capture by custodian of the information.
- In the report show the metadata collected; and,
- Show a comparison of data used in the Municipal SDF and newly collected data for this study so it can be clearly displayed that up-to-date information has been sourced.

Deliverable: Status Quo analysis report outlining all data collected.

PHASE 3: DRAFT LOCAL AREA PLAN (3 Months)

Step 1: LAP Drafting

- Draft the Plan. This should include but not limited to a detailed indication of land uses and densities, existing and proposed built form (including historical and heritage sites), movement, public space, services, public amenities and infrastructure.
- Include a list of key interventions and projects;
- Include design interventions; and
- Include possible projects and an implementation plan.

Step 2: Presentation to Project Steering Committee

- Presentation of the Draft LAP.
- Presentation of a short report on all workshops and interviews held.

Deliverable: Draft LAP and short report on all workshop sessions undertaken with proof of engagements with stakeholders.

PHASE 4: FIRST REVIEW OF DRAFT LAP (3 Months)

Step 1: Workshop draft LAP

- Workshop the draft LAP with the District and Local Municipality, government departments and other various stakeholders in a number of appropriate sessions.

Step 2: Incorporation of Amendments into the draft LAP

- Amend draft LAP
- Consider all submissions, both verbal and in writing, and amend the draft LAP with the amendments, inputs and suggestions provided in these sessions, accordingly.

Step 3: Presentation to Project Steering Committee

- Presentation of the first review of the Draft LAP.
- Presentation of a report on all workshop sessions held with amendments, inputs and suggestions provided in these sessions.

Deliverable: First reviewed Draft LAP.

PHASE 5: FINAL SUBMISSION AND APPROVAL OF LAP (2 weeks)

Step 1: Submission of the final LAP

- Submit the final LAP report to each Project Steering Committee member, prior to the final meeting.
- Provide sufficient time for each member of the Project Steering Committee member to evaluate the report prior to the next meeting.
- Incorporate any final comments from the Project Steering Committee members, prior to the final meeting.

Step 2: Presentation to Project Steering Committee

- Presentation of the final LAP.
- Presentation of the project list, implementation plan
- Seek approval of the LAP from the Project Steering Committee members.

N.B. It should be noted that the timeframes for the phases are to be used as a guideline (except phase 1) within the overall period of ten (10) months for the development of the LAP project.

Deliverable: Final LAP approved & adopted by PSC and submitted to council.

7. OUTCOMES AND DELIVERABLES

7.1. The Service provider will be expected to submit the final consolidated report which consists of:

7.1.1. **The LAP maps** at an appropriate scale and in a GIS map package format;

7.1.2. **Planning Report** that documents the results of technical studies, analyses and community consultation undertaken during the development of the LAP; and demonstrates the consistency of the proposed rural focus area with the Spatial Development Framework and the Integrated Development Plan of the applicable municipality. It may provide suggestions on amendments to the Spatial Development Framework and the Integrated Development Plan;

7.1.3. **List of implementation actions** which include a prioritised list of development interventions and their spatial locations that indicate how the Municipality intends to manage the rural focus area. This can include both statutory and non-statutory implementation measures; and

7.1.4. **Promotional Material** of the Local Area Plans (3D Modelling, Multimedia Narrated Presentation).

7.2. The LAP Report must present the results of technical analyses of data that address the matters set out in Paragraphs 4 and 5 of this ToR; and,

7.2.1. uses the most recent/best available information held by all organs of state, research organisations and other relevant stakeholders (include the source of information used within the report and date compiled to ensure credible information is used);

7.2.2. provides adequate analysis and rationale to support the objectives of the rural focus area; and,

7.2.3. includes a summary of consultation activities, submissions and responses.

7.3. Information that may be relevant for developing the LAP and to establish and manage a rural focus area includes the identification and/or analysis of:

7.3.1. existing character of the area;
7.3.2. land attributes and constraints (SWOT Analysis);
7.3.3. geology and geotechnical characteristics (linked to developmental potential of the area);
7.3.4. good quality agricultural land;
7.3.5. pastoral production land or grazing areas
7.3.6. any land claims in the adjacent area
7.3.7. enterprises / economic development opportunities;
7.3.8. mining and extractive resources;
7.3.9. topography;
7.3.10. hydrology;
7.3.11. proximity to waterways, dams and other water resource infrastructure and supplies;
7.3.12. existing and future noise sources;
7.3.13. environmental hazard/risk;
7.3.14. nature conservation areas;
7.3.15. public utility network and location of government departments especially those that attract high traffic – Home Affairs, SASSA;
7.3.16. private sector initiatives in close proximity to the study area;
7.3.17. tourism/scenic amenity;
7.3.18. transport network including public transport networks;
7.3.19. other critical infrastructure;
7.3.20. relationship/proximity to towns & villages;
7.3.21. population and demographics
7.3.22. publicly accessible open space and recreation areas, networks/linkages;
7.3.23. areas of cultural significance;
7.3.24. culture and Indigenous knowledge and skills amongst the community;

7.3.25. land use typologies within the study area; and
7.3.26. Consultation issues.

7.4. A list of implementation actions proposed to establish and manage a LAP should include:
7.4.1. proposed planning scheme extension and amendments;
7.4.2. other implementation actions, such as collaborations with other organisations, including the linkages with, or dependence on, other actions or stakeholders;
7.4.3. List of Key Projects
7.4.4. Prioritized list of developmental interventions and spatial location;
7.4.5. Cost and budget estimates;
7.4.6. Timelines and phasing of development;
7.4.7. Possible sources of finance;
7.4.8. Implementation agent/s and their roles and responsibilities;
7.4.9. Recommendations for the revision of existing policies or strategies, where necessary;
7.4.10. Proposals on how the LAP can be used for the implementation of projects by Sector Departments;
7.4.11. Institutional capacity recommendations;
7.4.12. Proposals for handing over the project;
7.4.13. Develop monitoring and evaluation tools to ensure that the LAP is implemented accordingly; and,
7.4.14. Proposals on how the LAP should be marketed to attract investment and implementation of projects by sector departments.
7.4.15. Localised Ownership Analysis/profiling.

7.5. Submissions should be in the form of both hard (printed and bound) and electronic versions of the LAP. All spatial information collected should be submitted in ESRI Compatible GIS Map Packages. The shapefiles must have clear attribute information that differentiates each LAP construct and its purpose, for example a service node shapefile should have an attribute called "description" with the value "service node".

8. FORMAT OF GIS DATA

8.1. All GIS data used and created during the course of the project will be provided in a format which is compatible to the client's systems, but as a minimum be submitted as follow:
8.1.1. A GIS database (Geodatabase and ESRI Compatible GIS Map package); and,
8.1.2. Spatial data in a WGS84 (Hartebeesthoek 1994) UTM Projection.
8.1.3. Metadata records must be captured in the Map Package, and in line with the South Africa National Standard (SANS -1878).
8.1.4. Further, all geospatial data, products, and services must comply with the prescripts of the Spatial Data Infrastructure Act, Act 54 of 2003, its Regulations and Policies.
8.1.5. The service provider must register the project on behalf of the Municipality with the Committee for Spatial Information (CSI).

8.2. All works relating to spatial information remains the property of the state and shall be disseminated in line with the policy on pricing of spatial information products and services.

9. PROJECT DURATION AND COST (PAYMENT SCHEDULE)

9.1. It is expected that the project be completed in a **period of 10 months effective from the date of appointment**. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled under Table 1.

Table 1: Project Time Frame & Payment Schedule

PHASES	% PAYABLE	IMEFRAMES
PHASE 1 - Inception Report and Communication Plan	5%	2 weeks
PHASE 2 - Data Collection and Analysis	25%	3 Months
PHASE 3 - Draft LAP	25%	3 Months
PHASE 4 - First Review of Draft LAP	20%	3 Months
PHASE 5 - Submission and Approval	20%	2 weeks
Retention	5%	
Total	100%	10 Months

9.2. Timeframes must be adhered to, failure of which financial implications will be imposed for any delay or non-compliance with time and quality requirements.

9.3. The amount for the final draft is payable upon approval of the document by the Project Steering Committee.

9.4. The tender amount should be inclusive of all disbursements (Travel and Accommodation / Phone Calls & Communications / Printing & Reproduction) as these will not be paid separately.

10. FINANCIAL PENALTIES

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

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

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

11. UNDUE DELAY REMEDIES

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

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
PHASE 1 Inception report and communication plan	5%	10%	25%	50%	75%	100%
PHASE 2 Data collection and Analysis	25%	10%	25%	50%	75%	100%
PHASE 3 Draft LAP	25%	10%	25%	50%	75%	100%
PHASE 4 First review of draft LAP	20%	10%	25%	50%	75%	100%
PHASE 5 Submission and Approval	20%	10%	25%	50%	75%	100%
Retention	5%					
Total	100%					

12. PAYMENTS AND SUBMISSION OF INVOICES

12.1. Payments will be made on a work completed basis, i.e. on set milestones as per the project plan, and must be to the satisfaction of the Department of Land Reform and rural Development (DLRRD). The Project Steering Committee will need to take a resolution concerning the work undertaken by the service provider. This resolution will then be reflected in the minutes of the meeting. The minutes will be submitted as part of the documentation required in order to process payment.

12.2. Original copies of invoices to substantiate costs must be provided. The service provider's invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid.

12.3. Payment will be made on the basis of approved work in progress with a ceiling of 95% of the project cost. The balance (5% retention) of the project cost will only be paid on the approved final report.

13. BUDGET

13.1. The service provider shall compile a detailed breakdown of costs and submit it together with the proposal. Competitive pricing and functional competence of the service provider will be major considerations in the evaluation of proposals.

14. RETENTION

14.1. 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.

14.2. 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.

15. EXTRA WORK

15.1. 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 (KZN) are due to reasons attributable to the service provider during any phase of the project shall be borne by the service provider.

16. PROJECT MANAGEMENT

16.1. This project will be managed by the Department of Land Reform and Rural Development's Directorate: Spatial Planning and Land Use Management.

16.2. The following organisations will inter-alia form part of the PSC.

ORGANISATIONS
Department of Agriculture and Rural Development (KZN)
Department of Agriculture
Department of Land Reform and Rural Development (DLRRD)
Department of Cooperative Governance and Traditional Affairs (KZN)
Department of Economic Development Tourism and Environmental Affairs (KZN)
Department of Human Settlements (KZN)
Department of Public Works
Department of Transport (KZN)
Msunduzi Local Municipality
ESKOM
Trade & Industry KZN
uMgungundlovu District Municipality

17. MANDATORY REQUIREMENTS FOR SUPPLY CHAIN MANAGEMENT

Signed Form of Offer and Acceptance (Valid completed SBD3.3 Document)
Valid Compliance Tax Status Pin / Central Supplier Database Report
Valid/up to date Accreditation with the relevant Professional Board • Project Leader – South African Council for Planners (SACPLAN) as a Professional Town and Regional Planner • GIS Practitioner – South African Geo-Science Council (SAGC, previously PLATO) as a GIS Technologist, or a GIS Professional.
Signed Company Resolution and / or Letter of Authority to sign on behalf of the firm
Office in KZN – Rental Agreement or Municipal Account not older than 3 months in the name of the Company, or one of the active Directors of the Company

- Use of correctional fluid in the SBD3.3 Form of Offer/Pricing Schedule will disqualify the submission from further consideration.
-

18. SKILL REQUIREMENTS FOR PROJECT TEAM

18.1. The successful service provider will be expected to have an understanding of and experience in spatial planning legislation of the country. The service provider should have experience and the ability to interact with a variety of stakeholders as well as good data analytical skills, research and report writing skills.

18.2. The team leader must have knowledge and experience of Spatial Planning; Land Use Management; Land Development; Laws related to the previous mentioned.

18.3. The team leader must have expertise in managing and coordinating a multi-disciplinary project team (Project management skills).

18.4. The team must be experienced in Strategic Planning including scenarios and futures planning.

18.5. The team must have a thorough understanding of political environment and Intergovernmental Relations Framework.

18.6. The preferred team should consist of a Town Planner, Engineer, GIS Practitioner, and an Urban Designer.

19. HUMAN RESOURCES FOR THE PROJECT

19.1. The service provider is expected to provide information on available human resource capacity that will be directly involved in the project, including but not limited to a comprehensive curriculum Vitae (CV) for each of the team members, indicating relevant qualifications and experience as required by this Terms of Reference; full contact details (office, cell phone, and email), and the role to be fulfilled in this project.

19.2. The team leader and selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the DLRRD.

19.3. It is expected that the team leader will be available for all meetings and engagements where he or she will present in detail the deliverables.

19.4. All team members that will be directly involved in the project may, at the sole discretion of the Chief Director: Integrated Spatial Planning, be expected to attend all progress report meetings as scheduled. Due to the urgency of the project, time is of essence to this process and all work shall be submitted when due. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

19.5. A key Town and Regional Planner in the team must be fluent in the official language of the area to enable communication with the community and traditional councils (if applicable).

20. CAPACITY BUILDING AND SKILLS TRANSFER

20.1. The municipality and DLRRD consider skills development as an integral part of the outsourcing process. The process should ensure that skills development and transfer is achieved within the municipalities and DLRRD. Proposals should indicate how skills development and transfer would be achieved in the municipality and DLRRD.

21. INFORMATION GATHERING

21.1. **NB!! The responsibility for collecting information necessary for the successful execution of the project lies entirely with the service provider.**

21.2. The successful Service Provider is expected to make contact with all the relevant GIS, Planning and required officials and units within the local and provincial spheres of government to obtain relevant information that is required for the project. Existing information on LUSs/SDFs which are available within the Spatial Planning and Land Use Management office will be made available to the successful service provider.

21.3. The report must include the source of information used in the various sections of the report with the date of this information being compiled to ensure credible information is used.

21.4. In the light of the event that the service provider needs a letter to confirm the motive for requesting information from the different spheres of government or parastatals, the Department will provide the requested letter.

22. TERMS AND CONDITIONS OF THE BID

22.1. General

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

22.1.2. The successful service provider will be expected to enter into a service level agreement with the Department in respect of the deliverables of the project and will be signed upon appointment.

22.2. Service providers may not be appointed for more than 2 projects from SPLUM KZN, DLRRD for projects put out in the 2025/2026 Financial year to ensure availability of capacity to undertake the volume of work.

22.2.1. Service Providers will be informed about the outcome of the bid in writing after the bid has been finalised / adjudicated.

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

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

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

22.3. The service provider should commence with the project immediately after receiving the letter of appointment.

22.4. A Service Level agreement will be signed between the Service Provider and the DLRRD KZN SPLUM Unit as part of the Inception Phase.

22.5. Any deviation from the project plan should be put in writing and approved by the Project Steering Committee and the department prior to any deviation taking place.

22.6. The overall project shall be completed within the time period as stipulated in this document or as otherwise agreed to in writing by the Department.

22.7. When DLRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DLRRD. This condition will apply for a period of two months from the day the project was completed and submitted to DLRRD.

22.8. Format of Proposal

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

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

22.8.3. The submission must:

(a) Be presented well and of a high quality

(b) Depicts a methodological approach

(c) Show a clear understanding of project purpose

(d) Properly outline the expected outputs;

(e) Contain indicators and means of verifying progress of the project.

(f) Demonstrate the team's ability to read interprets and understand a variety of spatial information and analysis.

(g) Demonstrate an understanding of relevant rural development policy and legislation.

23. VALIDITY OF BID / QUOTATION

23.1. The bid / quotation must be valid for a period of 60 days.

24. REPORTING AND ACCOUNTABILITY

24.1. During the execution of the project, the service provider must submit monthly progress reports and attend meetings at intervals as determined within the Inception Report and agreed upon by the Project Team or Steering Committee.

24.2. The monthly progress reports will be submitted to the DLRRD offices and the municipality in electronic format, no later than noon on the 2nd day of each month reporting on the previous month.

24.3. The project will be signed off by the Director: Spatial Planning & Land Use Management (KZN) when:

24.3.1. All the end products (refer to list) have been delivered and have been approve by the PSC, and

24.3.2. The Director: Spatial Planning & Land Use Management (KZN) is satisfied that all requirements have been met.

25. OUT CLAUSE

25.1. The Department of Land Reform and Rural Development (DLRRD) reserves the right not to appoint a service provider if suitable candidates are not found, at the complete discretion of the Department.

25.2. The Department of Land Reform and Rural Development (DLRRD) reserves the right to terminate the contract in the event that there is clear evidence of non-performance, at the complete discretion of the Department.

26. OWNERSHIP OF INFORMATION

26.1. The Department of Land Reform and Rural Development (DLRRD) will assume ownership of all data and information, in both in electronic and hard copy format, obtained, captured and/or created to generate the outputs of this project.

26.2. DLRRD will retain copyright of the final document, annexures, derivatives, value-added data and datasets and all associated intellectual rights of the project outputs. All materials are and remain the property of the Department at all times and no document may be reproduced, copied, or distributed without prior written consent of the Department.

26.3. The Municipality will have the right to use the material without DLRRD approval.

26.4. The report and digital information will be supplied to the Department at the completion of the project in a format which can feed into the GIS systems of both the National and KwaZulu-Natal governments.

26.5. This document together with all agreements to be or reached during the course of the project become part of the contract.

27. CONTENTS OF THE PROJECT PROPOSAL

27.1. A clear and concise project proposal covering the aspect listed below is required;

27.1.1. An executive summary.

27.1.2. A project plan.

27.1.3. The proposed methodology should indicate a detailed list of data to be gathered and how it will be used. The methodology should also indicate the project milestones that will be used to measure the project progress.

27.1.4. The approach should be cost saving yet achieve the highest value for money.

27.1.5. The names and CV's containing detailed information on relevant experiences of all the persons who will be directly contributing to the project, and their roles thereof.

27.1.6. Evidential and documentary proof of professional qualifications, registration and affiliation. For instance, if a team member claims to be a Town Planner, a copy of the registration with the South African Council for Planners (SACPLAN) is required.

27.1.7. Any shortcomings in the study specifications, how this ought to be addressed and the cost implications thereof.

27.1.8. All-inclusive costing model.

27.1.9. The following technical information must be submitted with the Bid proposal:

(a) Years of experience of each resource;
(b) Relevant professional experience during the last five years;
(c) Organisational, managerial and technical ability;
(d) Key Personnel and Resources;
(e) Technical backup;
(f) Full CV's and qualifications of all team members;
(g) Relevant Equipment and Software competence and capability;
(h) Client References; and,
(i) Associations and Professional Affiliations.

28. EVALUATION PROCEDURE

28.1. The proposal documents will be evaluated in two phases. Firstly for functionality, and secondly based on the 80/20 principle in terms of the Preferential Procurement Policy Framework Act (PPPFA) / Preferential Procurement Regulations 22 (PPR22).

28.2. **First Stage-Evaluation of Functionality**

28.2.1. In the first phase, the quotation documents will be evaluated individually on separate score sheets for functionality, by a representative evaluation panel according to the evaluation criteria indicated in these Terms of Reference, being the evaluation criteria indicated below. All service providers who score less than seventy (70) out of the one hundred (100) points (70%) for functionality will not be considered further.

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

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

28.3.2. Points for this tender (even in the case of a tender for income-generating contracts) shall be allocared as follows, and needs to be completed by the Organ of State:

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

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

28.3.4. Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 28.3.10 below, will not be awarded points for specific goals.

28.3.5. Tenderers that make a calculation error when claiming points as per the table in paragraph 28.3.10 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below

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

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

28.3.8. Tenderers who wish to claim points in terms of the table in paragraph 28.3.10 below need to provide proof for each point claimed as guided below:

(a) Historically Disadvantaged individuals (HDI):

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

(b) Who is female-

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

(c) Who has a disability

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

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

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

(e) Locality (KwaZulu-Natal)

- A valid Municipal Services Account (water, sanitation, rates and electricity) not older than 3 months in the name of the bidder/s or active director/s; or
- A valid lease agreement from the lessor with the bidder/s (Company) or active director/s.

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

28.3.10. **Specific goals for the tender and points claimed are indicated per the table below.**
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. HDI on the basis of race.	8		
2. Who is female	5		
3. Who has a disability	2		
4. Specific goal: Who is youth	2		
5. Specific goal: Locality (Province of KwaZulu-Natal)	3		

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

(a) A maximum of 8 points may be allocated to tenderers who fall under the Historically Disadvantaged individuals (HDI) category on the following basis:

- Percentage ownership equity x 8 ÷ 100 = number of points claimed.

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

- Percentage ownership equity x 5 ÷ 100 = number of points claimed.

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

- Percentage ownership equity x 2 ÷ 100 = number of points claimed.

(d) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:

- Percentage ownership equity x 2 ÷ 100 = number of points claimed.

(e) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:

- Percentage ownership equity x 3 ÷ 100 = number of points claimed.

28.3.12. It is important to note that failure by a tenderer to complete the table in paragraph 28.3.10 in full, will result in points for specific goals not to be allocated.

29. EVALUATION CRITERIA

29.1. The following criteria will be used as the criteria for appointment of the service provider based on functionality:

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	Weight	Score
1. PROJECT RESOURCES **Experience and qualification of key personnel (submission of detailed dated CVs and certified copies of qualifications and professional registration certificates is mandatory for each professional person on the team)**	<u>**Team Leader:**</u> – The Team Leader must be a registered Professional Town & Regional planner with the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002, and be in good standing with SACPLAN. – The Team Leader/Planner must have knowledge and experience of Spatial Planning; Statutory Planning; Spatial Development Frameworks, Land Use Schemes, and Laws related to the previous mentioned. – Preferable 10 years' experience or more **post registration with SACPLAN.** – Proven Experience Post Registration – Scores will be given for Post Registration Experience. • 0 Points = 1-3 Years' Experience • 1 Points = 4-6 Years' Experience • 2 Points = 7-8 Years' Experience • 3 Points = 9 Years' Experience • 4 Points = 10 Years' Experience • 5 Points = 11 Years' or more Experience	**10**	

	GIS: –Key member of the team must have proven experience in Spatial Information Systems/Design (e.g. GIS); and registered with the South African Geomatics Council (SAGC - Previously PLATO) as a GIS Technologist, or a GIS Professional. –Scores will be given for Post Registration Experience. • 0 Points = 0-1'Years' Experience • 1 Points = 2-4 Years' Experience • 2 Points = 5-6 Years' Experience • 3 Points = 7-8 Years' Experience • 4 Points = 9-10 Years' Experience • 5 Points = 11 Years' or more Experience	**5**	
	Engineer: –Key member to be a Professional / Technical Civil Engineer registered with the Engineering Council of South Africa (ECSA) –Preferable 5 years' experience or more **post registration with ECSA.** –Scores will be given for Post Registration Experience. • 0 Points = 0-1 Years' Experience • 1 Points = 2-4 Years' Experience • 2 Points = 5-6 Years' Experience • 3 Points = 7-8 Years' Experience • 4 Points = 9-10 Years' Experience • 5 Points = 11 Years' or more Experience	**5**	
	Urban Designer: –Key member holds an appropriate qualification, and / or practical experience as an Urban Designer –Minimum of 5 years' experience. –CV Attached Depicting Experience / Qualification Attached • 0 Points = 0-4 'Years' Experience • 1 Points = 5 Years' Experience • 2 Points = 6 Years' Experience • 3 Points = 7-8 Years' Experience • 4 Points = 9-10 Years' Experience • 5 Points = 11 Years' or more Experience	**5**	

	Composition of team Team with necessary resources & capacity to address every aspect of the project, in the development of an SDF. The disciplines and skill sets include inter alia an Environmentalist, LED Practitioner, Rural Development Specialist, Land Surveyor, Civil Engineer. • 1 Point = Poorly Resourced Team • 3 Points = Adequately Resourced Team • 5 Points = Well Resourced Team	**5**	
	Communications Plan –A Comprehensive Communication plan with CPA's, Community Trust Trustees, , Ward Councillors, Ward Committees and Residents. –Key member to be fluent (Oral & Written) in the official language of the area and must be able to prepare presentations, and present to the relevant stakeholders and communities as required for the duration of the project. • 0 Points = No Communication Plan • 1 Point = Poor Communication Plan • 2 Point = Poor Communication Plan & have IsiZulu speaking person on team. • 3 Point = Adequate Communications Plan & have IsiZulu speaking Town and Regional Planner on team. • 5 Point = Detailed Communications Plan & have IsiZulu speaking Town and Regional Planner on team.	**5**	
2. BENEFI-CIAL EXPERIENCE	**The following experience is beneficial to the team and needs to be illustrated via submission of project examples.** –Research, analytical, report writing, presentation and communication skills; (the way the tender document is compiled/written and other reports included in the tender documents will be taken into consideration); • 0 = Do not comply with requirements • 1 = Poor Compliance • 3 = Partially Comply • 5 = Comply with requirements	**5**	

3. TEAM EXPE-RIENCE: **Require a well-rounded team which covers all aspects of the project, and with proven experience of projects on similar scale.**	**Proof of similar work (Land Use Schemes, Land Use Audits, Statutory Planning, Local Area Plans) done by Team (Relevant Reference Letters/Completion Certificates, with traceable contacts for work completed):** • 0 Points = 1st Project • 1 Points = 2 - 3 Projects • 2 Points = 4 - 5 Projects • 3 Points = 6 - 7 Projects • 4 Points = 8 - 10 Projects • 5 Points = 11 or more projects	**10**	
	–Proven experience & knowledge of KZN planning Policies (KZN PGDS / KZN PGDP; KZN PSDF / KZN PSEDS) (Experience in working with SDFs, LUSs & Large Development Applications will serve as proof). • 0 = Not Illustrated • 2 = Partially Illustrated • 5 = Well illustrated	**5**	
4. METHO-DOLOGY AND PROJECT MANAGE- MENT	**–A well-structured methodology and implementation plan (linked to dates, timeframes & outputs) which spells out the detailed aspects of the way the project is to be undertaken and reflected on a Gantt Chart. And a well compiled submission reflecting excellent analytical, report writing, presentation, research and communication skills.** • 0 = No Methodology • 1 = Poor Methodology • 3 = Adequate Methodology • 5 = Excellent (detailed submission)	**20**	
	–A proposal that reflects creativity and insights into the challenges and issues to be confronted with; • 0 = Not Illustrated • 2 = Partially Illustrated • 5 = Well illustrated	**10**	

5. RISK ASSESSMENT	–**Risk Management: Identifying possible problems that might hinder project delivery and indicate how they will overcome such problems.** • 0 = Not Illustrated • 2 = Partially Illustrated • 5 = Well illustrated	**10**	
6. SKILLS TRANSFER	–**Level of commitment to skills transfer & process to facilitate skills transfer depicted:** • 0 = Not Addressed • 1 = Poorly Addressed • 2 = Adequately Addressed • 5 = Very Good	**5**	
TOTAL POINTS ON FUNCTIONALITY		**100**	

29.2. The Bids that fail to achieve a minimum of 70 points for functionality will be disqualified.

land reform &
rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

30. CONTACT PERSONS FOR ENQUIRIES

30.1. TECHNICAL ENQUIRIES

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

Directorate: Spatial Planning & Land Use Management
Department of Land Reform and Rural Development
Private Bag X9000
Pietermaritzburg
3200

Attention: **Mr Walter Janse van Rensburg**
Telephone: **072 648 9127**
Email: **Walter.Vanrensburg@dlrrd.gov.za**

30.2. SUPPLY CHAIN MANAGEMENT ENQUIRIES

All supply chain management enquiries related to this bid call must be forwarded to:

Department of Land Reform and Rural Development
Shared Service Centre (SSC)
1st Floor,
270 Jabu Ndlovu (Loop) Street,
Pietermaritzburg,
KwaZulu-Natal

Attention: **Mr Bongani Magudulela**
Telephone: **033-264 9500**
Email: bongani.magudulela@dlrrd.gov.za

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

reform
rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

2030 NDP

BAS

Logis

SUPPLIER MAINTENANCE

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

BAS ☐ **LOGIS** ☐

OFFICE ______________________

The Director General: Department of Land Reform and Rural Development

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

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

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

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

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

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

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

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

New Detail

☐ New Supplier Information ☐ Update Supplier Information

Supplier type

☐ Individual
☐ Company
☐ CC
☐ Partnership
☐ Department
☐ Trust
☐ Other

Department number ☐

Other Specify ☐

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

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

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

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