

5/2/2/1- DLRRD 0038 (2025/2026)

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF ENVIRONMENTAL MANAGEMENT FRAMEWORK AND ACTIVITY EXCLUSION STANDARD FOR THE CHRIS HANI DISTRICT MUNICIPALITY OVER A PERIOD OF TWENTY-FOUR (24) MONTHS.**

**CLOSING DATE: 16 APRIL 2026 @ 11:00**

**NB: THERE WILL BE NO BRIEFING SESSION FOR THIS BID.**

TECHNICAL ENQUIRIES : Mr. Zongezile Bango  
TEL : (012) 012) 012 312 8010  
EMAIL : [Zongezile.Bango@dlrrd.gov.za](mailto:Zongezile.Bango@dlrrd.gov.za)

**BID RELATED ENQUIRIES**      **BIDS MANGEMENT UNIT**  
TEL : (012) 312 8383/ 8381/ 9627  
EMAIL : [Bids@dlrrd.gov.za](mailto:Bids@dlrrd.gov.za)

**NB: BID CLOSING ADDRESS:**  
**DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT**  
**600 LILLIAN NGOYI STREET, PRETORIA, 0001**

**TECHNICAL PROPOSAL PART 1 OF 2**

## LA 1.1



### land reform & rural development

Department:  
Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA



Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate: Demand and Acquisition**  
Management Services: **Enquiries:** Mr Abie Olyn: **Tel:** (012) 312 8383

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

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**BID NUMBER:** 5/2/2/1- DLRRD 0038 (2025/2026)

**CLOSING TIME:** 11H00

**CLOSING DATE:** 16 APRIL 2026

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

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), SBD1, SBD4, SBD 5, SBD 6.1 Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

**SIGNED**  
**BIDS MANAGEMENT**  
**DATE: 24 MARCH 2026**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

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

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
1.5.	<b>VALIDITY PERIOD: 120 DAYS</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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: .....

## 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 interest<sup>1</sup> 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

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<sup>1</sup> 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 consortium<sup>2</sup> 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

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<sup>2</sup> 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

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....	Closing date:.....
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print).....
Date.....	

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

**BID PROCESS (EQUAL OR BELOW R50 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**

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**1. DEFINITIONS**

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

## 2. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<p>A person historically disadvantaged by unfair discrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation-</p> <p>a) Before 27 April 1994            I. On or before 27 April 1994 and who would be entitled to acquire</p>	8		

citizenship by naturalisation prior to the date.			
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Promotion of enterprises located in South Africa	3		

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

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
- **Percentage ownership equity**  $\times 8 \div 100 =$  number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
- **Percentage ownership equity**  $\times 5 \div 100 =$  number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
- **Percentage ownership equity**  $\times 2 \div 100 =$  number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
- **Percentage ownership equity**  $\times 2 \div 100 =$  number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
- **Percentage ownership equity**  $\times 3 \div 100 =$  number of points claimed.

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

### **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

#### **3.1. POINTS AWARDED FOR PRICE**

##### **3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.

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

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

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

4.3 A consortium or joint venture may, based on the percentage of the contract value

managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

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

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

**5. SUB-CONTRACTING**

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

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

5.1.1 If yes, indicate:

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

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

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

**6. DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1. Name of company/firm: .....

6.2. Company registration number: .....

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....



# land reform & rural development

Department:  
Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA



## Branch: Spatial Planning and Land Use Management (SPLUM)

Private Bag X954, Pretoria, 0001; Tel: 012 312 8016; New Building, 600 Lilian Ngoyi Street, Berea Park, Pretoria; Website: [www.dlrrd.gov.za](http://www.dlrrd.gov.za)

## CLASSIFICATION: RESTRICTED

### TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF ENVIRONMENTAL MANAGEMENT FRAMEWORK AND ACTIVITY EXCLUSION STANDARD FOR THE CHRIS HANI DISTRICT MUNICIPALITY OVER A PERIOD OF TWENTY-FOUR (24) MONTHS.

#### 1. REQUEST FOR PROPOSAL

The Department of Land Reform and Rural Development (DLRRD) is intending to appoint an independent, professional and suitably qualified service provider to assist the Eastern Cape Department of Economic Development, Environmental Affairs and Tourism (DEDEAT) with the development of the Chris Hani District Municipality' Environmental Management Framework (CH DM EMF) and Activity Exclusion Standard.

#### 2. PURPOSE

The purpose of the project is to allow for a coordinated effort by government at all levels to achieve consensus in the formulation of an Environmental Management Framework to manage development in the CH DM area, to allow for the integration of environmental factors into municipal planning processes and to streamline the environmental authorization process through the development of an associated Activity Exclusion Standard.

#### 3. OBJECTIVES

The objectives are to:

- 3.1. Develop the CH DM' EMF in terms of the provisions and prescripts contained in the National Environmental Management Act (NEMA), Act 107 of 1998 (as amended) and the 2010 NEMA EMF Regulations.

This involves defining and spatially showing the state of environment, the environmental control/management zones, the desired state of the environment and compiling a strategic management plan for the study area.

## CLASSIFICATION: RESTRICTED

### TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF ENVIRONMENTAL MANAGEMENT FRAMEWORK AND ACTIVITY EXCLUSION STANDARD FOR THE CHRIS HANI DISTRICT MUNICIPALITY OVER A PERIOD OF TWENTY-FOUR (24) MONTHS.

#### 3.2. Develop the Activity Exclusion Standard for the CH DM.

This involves developing a standard for the exclusion of certain identified and listed activities from the requirement to obtain environmental authorisation in terms of section 24(2)(d) of NEMA.

#### 3.3. Conduct and ensure a robust, efficient and active district wide stakeholder engagement process.

This involves a comprehensive consultative process involving all relevant sector departments, municipalities, traditional authorities and other interested and affected parties. This collaborative approach will ensure a broad range of perspectives and expertise are integrated into the process.

## 4. BACKGROUND

Environmental Management Frameworks (EMFs) are defined in terms of NEMA as “a study of the biophysical and socio-cultural systems of a geographically defined area to reveal where specific land uses may best be practiced and to offer performance standards for maintaining appropriate use of such land”.

Given the number and nature of development applications received by DEDEAT, the complexities around competing land uses in the area, as well as the need to align spatial plans affecting the area, it is important that a consolidated and inclusive approach be followed for the management of the CH DM area.

The Environmental Management Framework Regulations, 2010, specifically Regulation 2 (3), state that EMFs are aimed at (a) promoting sustainability (b) securing environmental protection (c) promoting cooperative Environmental Governance.

EMFs can further be used as a basis for the MEC, in concurrence with the Minister, to identify areas (i) where environmental authorization will be required for certain additional listed activities, (ii) where the undertaking of certain activities may be excluded from requiring environmental authorization and (iii) the coordinated management of strategic spatial environmental information about a specific geographic area. Hence the importance of developing the EMF and exclusion standard for proactive environmental compliance.

NEMA further makes provisions for the use of a range of instruments to ensure environmental protection in certain cases instead of command-and-control measures. Section 24(2)(e) makes provision for the Minister to exclude certain identified activities from the requirement to obtain an environmental authorization, based on a spatial tool or environmental management instrument adopted in the prescribed manner. An EMF is one such instrument.



## CLASSIFICATION: RESTRICTED

### TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF ENVIRONMENTAL MANAGEMENT FRAMEWORK AND ACTIVITY EXCLUSION STANDARD FOR THE CHRIS HANI DISTRICT MUNICIPALITY OVER A PERIOD OF TWENTY-FOUR (24) MONTHS.

Section 24(2)(d) of NEMA furthermore provides for the exclusion of identified activities from the requirement to obtain environmental authorization based on compliance with a norm or standard.

The aim therefore is to develop the CH DM EMF and its associated Activity Exclusion Standard. This would allow certain development activities to be streamlined insofar as environmental authorizations are concerned and to provide for the exclusion of identified activities based on compliance with the Standard. It is further believed that it would result in improved service delivery and increased environmental compliance through the reduction and shortening of administration processes and by reducing the costs associated with lengthy environmental authorization processes.

In summary, the EMF must be developed in terms of the National Environmental Management Act, 1998 (Act No. 107 of 1998) and the Environmental Management Framework Regulations, 2010 and the exclusion will be undertaken in line with Section 24(2)(e) and 24(2)(d) of NEMA.

Ultimately, it is envisaged that the outputs of the EMF should be integrated in to future updates of the municipal Spatial Development Framework (SDF) and provide a basis for the integration of environmental factors in municipal plans such as Land Use Schemes (LUS), Integrated Development Plans (IDP) etc.

## 5. LEGISLATIVE BACKGROUND

The service provider should ensure that the project takes cognizance of all relevant legislation and guideline documentation, which includes but not limited to:

### 5.1. Generic Environmental and other relevant legislation

- The National Environmental Management Act (Act 107 of 1998, 'NEMA'), as amended and promulgated
- NEMA EMF Regulations of 2010.
- All the Specific Environmental Management Acts (SEMAs) promulgated in terms of NEMA, 1998, as amended, such as:
  - National Environmental Management: Air Quality Act, 2004
  - National Environmental Management: Biodiversity Act, 2004
  - National Environmental Management: Waste Act, 2008
  - National Environmental Management: Protected Areas Act, 2003
  - National Heritage Resources Act (Act 25 of 1999)
  - Conservation of Agricultural Resources Act (Act 43 of 1983).
  - National Water Act (Act 36 of 1998).
  - Water Services Act (Act 107 of 1997)
  - Tourism Act, 1993.
  - Electricity Regulation Act (Act 4 of 2006).



## CLASSIFICATION: RESTRICTED

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- Mineral and Petroleum Resources Development Act (Act 60 of 2003).
- Intergovernmental Relations Framework Act (Act 13 of 2005).
- Municipal Systems Act of 2002.
- Municipal Structures Act.
- Provincial legislation and ordinances.
- Local Government By-Laws.
- World Heritage Convention Act, 1999 (Act 49 of 1999) & Operational Guideline
- Spatial Planning and Land Use Management Act (Act 16 of 2013,'SPLUMA')
- The Climate Change Act (Act 22 of 2024).

#### 5.2. National, Provincial and Municipal Documentation / Studies:

- Provincial, National and local air quality intervention strategies.
- Department of Water Affairs Integrated Catchment Management Studies
- National Protected Area Expansion Strategy, 2018
- All relevant Information from SANBI's Biodiversity GIS programme (BGIS).
- Ecosystem Guidelines for Grasslands (2013)
- Ecosystem Guidelines for the Savannah Biome (2019)
- The Mining and Biodiversity Guidelines (2013)
- Any relevant EIA studies that are currently being undertaken or planned in the study area.
- Local Government White Paper of 1998.
- State of local Government in South Africa of 2009.
- Guideline document of provincial-local intergovernmental relations.
- The current Integrated Development Plan for the aforementioned district and local municipalities.
- The Spatial Development Framework for the afore-mentioned district and local municipalities.
- Any relevant strategic planning documents compiled by the afore-mentioned district and local municipalities.
- Energy Security Master Plan – Electricity 2007 – 2025.
- Relevant Strategic Infrastructure Plans (SIP 8 and 10) for Solar PV and Energy Distribution.
- SA's National Biodiversity Framework 2019-2024.
- War on Poverty Programme.
- Comprehensive Rural Development Programme (CRDP).
- Green Paper on Land Reform.
- Gauteng Provincial Environmental Management Framework (GPEMF)
- Gauteng Provincial Environmental Management Framework Standard
- Vaal River Regional Spatial Development Framework (RSDF)



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It is acknowledged that this list may not be exhaustive.

The service provider, however, for this project, needs to familiarize themselves with the minimum requirements for the update of EMFs in terms of the NEMA 2010 EMF Regulations.

#### 6. SCOPE AND EXTENT OF WORK

The scope of work is to develop an EMF and Activity Exclusion Standard of CH DM in line with the requirements of the NEMA and EMF Regulations:

##### 6.1. Inception Workshop, Report and Detailed Work Plan Prepared

The successful consultant(s) will be required to submit a detailed Inception Report, which will be agreed upon with the Project Management Team. The report is to include the overall methodology for the update and review of the EMF, an outline of the various draft and final reports to be produced as well as delivery dates, payment milestones and dates for any public participation meetings.

Prospective bidders are encouraged to peruse the contents of the above-mentioned EMF documents to inform their proposals.

- 6.1.1. **Outputs** – Inception workshop held, report prepared, detailed work plan and stakeholder framework developed. A one-day inception workshop will be held where the various aspects of the project will be discussed and agreed upon. Following this workshop, a comprehensive inception report and a detailed work plan and stakeholder framework are to be drawn up by the consultant team. The work plan must identify all tasks, allocate staff, identify timeframes and ensure coordination between all activities in line with the proposal submitted. The inception report and work plan are to be approved by the relevant Project Director in the DLRRD, the DEDEAT and CHRIS HANI District Municipality champions before work commences.

##### 6.2. Literature Review

The objective is to conduct a comprehensive national and international literature review to gain valuable insights into existing EMFs and environmental standards. This review will focus on identifying established EMFs, standards, policies, strategies, and plans that have already been developed and implemented within the sector. The primary aim is to extract lessons from these best practices and integrate relevant findings into the development of EMF and Activity Exclusion Standard.



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6.2.1. **Output** - Literature review report.

#### 6.3. Identification of Stakeholders and conceptualization of Public Participation Process

The EMF must be developed through an extensive consultative process which includes all relevant sector departments, province and municipalities, traditional authorities as well as any other interested and affected parties. During the inception phase the service provider is expected to map stakeholder engagement and compile a stakeholder database. Each project phase must be consulted with stakeholders, and a stakeholder engagement report must be prepared with action and response sheet. The Public Participation Process must take care of the requirements as stipulated in Points 6.4 to 6.5 below.

6.3.1. **Output:** Public Participation Report. A standalone public participation report, including copies of attendance registers, minutes etc. A contact database in Microsoft Excel of all stakeholders must be developed.

#### 6.4. Environmental Sector Engagement/ Focus Group Meetings

To ensure that the needs of specific sectors are considered, it will be necessary to hold focus meetings with certain sectors, including conservation NGOs, provincial environmental and conservation departments, agricultural associations and other departments mandated to provide authorizations, for example local farmers. The consultancy team will be required to convene these meetings, to provide secretarial services and to update the comments and responses document based on the deliberations.

6.4.1. **Outputs** – Focus group meetings convened as identified by service provider and PSC. Focus Group meetings with various sector stakeholders are to be convened and documented at relevant times within the project for data collection, especially for the Status quo, EMF and Activity Exclusion Standard.' Draft.

#### 6.5. Public Open Days

For each phase of the process, the public must be consulted to verify the information provided, and they should be given an opportunity to raise concerns and offer additional input. If necessary, meetings should be conducted in a language preferred by the public. In such cases, the service provider must ensure that a person fluent in that language, and who also understands the project, is available to facilitate the discussion.



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- 6.5.1. **Outputs** – Open day meetings convened per phase for data collection and verifying, the open day output will comprise of and reflect secured attendance by the public, interested and affected stakeholders, etc.

#### 6.6. Status Quo Analysis

Conducting situational biophysical/status quo assessment and analysis of the environment in the study area with emphasis on:

Biodiversity, wetlands, geology, hydrology, Air Quality, Waste, agricultural potential, important existing land use patterns, current development trends and any other relevant environmental parameters agreed to by the PMT.

- 6.6.1. **Output** - Status Quo Report and specialist report at the cost of the service provider.

#### 6.7. Opportunities and constraints

Identifying key planning, hydrology, geology, agricultural, environment, socio-economic, etc. issues (opportunities and constraints) present in the study area. Analysis of the natural resources and current development trends (opportunities and constraints) within the area and identify strategic land use patterns influencing the environmental status quo within the study area.

Lift the key commodities that are of priority in the areas by assessing the District Rural Development Plan (DRDP), Local Economic Development (LED) Strategies, Integrated Development Plan (IDP), development trends (assess and analyze EIA applications in the area) and any other plan or strategy applicable in the district area.

Identify the socio-economic and geographic milieus where main commodities identified by specific plans or strategies may be suitable, based on the mapping of sensitivities and opportunities for such commodities. This should be a thorough consultative and interactive process, using best practice techniques, approaches and methodologies.

- 6.7.1. **Output** - Opportunities and Constraints Report.



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#### 6.8. The desired state of the environment

The Status Quo Report and Opportunities and Constraints Report must serve as a tool to facilitate a consultative public participation process, through which the desired state of the environment for the district will be determined. This desired state must be spatially represented in the same format as the Status Quo Report to enable a clear comparison.

##### 6.8.1. **Output** - Desired state of environment report.

#### 6.9. Environmental Management Framework (EMF)

The CH DM EMF review must comply with the minimum requirements for the review of EMFs, as prescribed by the NEMA 2010 EMF Regulations ( inclusive of the required public participation processes).

##### 6.9.1. Environmental Management Zones

Based on the spatial component of the desired state of the environment and constraints and opportunities, the study area must be divided into environmental control zones. The purpose of such strategic environmental zoning would be to ensure appropriate development activities are placed within appropriate zones based on compatibility; facilitate future decision-making on environmental requirements, spatial planning and acceptability of development applications.

This must include a spatial representation of such zoning within the area in respect of one or more activities in a manner that will identify:

- areas in which the undertaking of an identified activity should be allowed to take place without further investigation, but comply with a prescribed Standard;
- areas in which the undertaking of an activity may be allowed subject to environmental authorization being granted in terms of the 2014 EIA regulations (as amended); and
- areas in which the undertaking of an activity should not be considered.

##### 6.9.2. Strategic Environmental Management Plan

The Strategic Environmental Management Plan (SEMP) will address management guidelines and responsibilities. As a minimum, the following should be considered:

- A strategy for maintaining productive agricultural activity on land where agriculture has been identified as a feasible and desired land use.
- A strategy for maintaining land where open space is identified as the land use of choice.



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- A strategy to ensure that ecological infrastructure and ecosystem services are maintained (i.e. wetlands, etc.)
- A system to evaluate, monitor and report on progress made towards the state of the environment and land uses in the study area. A realistic set of indicators coupled with measurable time scales must be developed.
- An EMF Implementation Plan (Action Plan).

The EMF reports must be subjected to expert reference group, as well as focus group meetings.

- 6.9.3. **Output** - EMF Report with Control Environmental Management Zones and Strategic Environmental Management Plan

#### 6.10. Activity Exclusion Standard

The service provider will, upon finalization of the EMF document, develop the exclusion standard in terms of section 24(10) of NEMA for certain identified activities in the district municipality. The development of the standard will be a consultative process with PMT and PSC members and interested and affected parties at draft and final stages (with close cooperation with the National Department of Forestry, Fisheries and the Environment).

The service provider must also develop the governance process for the Standard e.g. Registration forms, process flow including time frames and forms for processing the request to register, from application until approval and request for additional information. Also, the compliance procedure for the standards must be specified.

- 6.10.1. **Output** - EMF Activity Exclusion Standard.

#### 6.11. Environmental Information Management Tool

The consultant must take into consideration the limited GIS capacity and skills within the municipalities and design a GIS tool with this in mind. The consultant must ensure that the EMF GIS layers and supporting information are easily accessible, especially by municipalities in the District with limited GIS capacity.

The consultant needs to develop an Environmental Information Management Tool to access EMF information by using either of the following:

- a) ESRI's ArcGIS Online
- b) Explorer for ArcGIS
- c) Arc Reader
- d) Google maps



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- e) Other (i.e. a web-based application developed by the Service Provider, QGIS etc.) In addition, the Environmental Information Management Tool must have a report generation functionality whereby relevant EMF information (such as environmental sensitivity, EMZs, guidelines etc.) can be extracted in a short reporting format (\*.pdf).

The EMF reporting structure should, as a minimum, include the:

- Project Description
- Proposed Activity
- Generic Impacts
- Site Specific Environmental Sensitivity
- Environmental Management Zones
- Environmental Management Guidelines

6.11.1. **Output** - Environmental Information Management Tool with reporting functionality developed.

6.12. Training in the use of the Environmental Management Framework and Environmental Information Management Tool

The consultant must prepare training material and provide a minimum of one EMF training session to officials of the DFFE, CH DM, DLRRD, DEDEAT and the relevant local municipalities once the EMF has been completed.

6.12.1. **Output** - EMF training material developed and attendance register for one EMF training session conducted.

## 7. DELIVERABLES

7.1 The following documents and products as set out under the Scope and Extent of Work (Section 6) above are required:

- a) Draft Inception Report
- b) Inception Report
- c) Literature Review Report
- d) Draft Environmental Status Quo Report
- e) Environmental Status Quo Report
- f) Specialist studies
- g) Draft Opportunities and Constraints Report
- h) Opportunities and Constraints Report
- i) Draft Desired state Report



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- j) Desired State report
- k) Draft Environmental Management Framework (including EMZs and SEMP)
- l) Environmental Management Framework (EMF)
- m) Draft Activity Exclusion Standard
- n) Final Activity Exclusion Standard with the governance process in gazette format
- o) Public Participation Report
- p) Environmental Information Management Tool; and
- q) Environmental Management Framework Training Material.

#### 7.2 Final EMF Document:

7.2.1 A total of 30 hard copy reports. Final documents are to be bound, printed with a graphically designed cover page as per relevant standards within CH DM, DLRRD and DEDEAT.

7.2.2 A total of 50 electronic reports on portable memory sticks (8gb in size). Electronic reports shall comprise of the EMF document in both MS Word and PDF formats.

7.3 Standalone Public Participation Strategy, including copies of attendance registers, minutes and a contact database in Microsoft Excel of all stakeholders.

7.4 All relevant GIS layers (in ESRI's File Geodatabase Format) on 4 external portable devices or hard disk drives.

7.5 The service provider must prepare training material and provide EMF training to officials of DEDEAT, DLRRD, DFFE and the relevant municipalities once the EMF has been completed

7.6 Baseline Power Point presentation of the final results and outcomes of the project.





# land reform & rural development

Department:  
Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA



## Branch: Spatial Planning and Land Use Management (SPLUM)

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Table 1: Project Milestones and Implementation Approach

PROJECTS PHASE	ACTIVITY	INDICATORS	% PAYMENT	TIME FRAME
<b>PART 1: THE ENVIRONMENTAL MANAGEMENT FRAMEWORK (EMF)</b>				

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PROJECTS PHASE	ACTIVITY	INDICATORS	% PAYMENT	TIME FRAME
<b>Phase 1</b> 1. Inception report. 2. Inception meeting 3. Literature Review 4. Public and stakeholder participation plan and database	<ul style="list-style-type: none"> <li>• Detailed Inception Report covering but not limited to the following:                             <ul style="list-style-type: none"> <li>○ Confirmation of the project scope</li> <li>○ Establishing Project governance structures including PMT, PSC, Focus Group, Reference Group (RG) and open days.</li> <li>○ Project Scheduling and a comprehensive costing plan with detailed costing per project phase, as per the requirement of the scope of work.</li> </ul> </li> <li>• Literature Review                             <ul style="list-style-type: none"> <li>○ The Service provider should ensure that the project outlines the legal and best practice basis for this work by reviewing all relevant legislation, policies and general domestic and international literature.</li> </ul> </li> <li>• Stakeholder Management Plan                             <ul style="list-style-type: none"> <li>○ Together with the PMT, the Service provider should compile a stakeholder framework which outline and define the roles and responsibilities of all relevant players.</li> <li>○ Schedule of events/ meetings and subsequent outcomes in line with the scope of work.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Inception report and meeting</li> <li>• Outline of the specialist reports and focus areas.</li> <li>• Literature review.</li> <li>• Data component files.</li> <li>• Project management plan with time frames.</li> <li>• Background information document.</li> <li>• Stakeholder framework in line with regulation 3(2)(a) as well as regulation 3(2)(c) of the EMF Regulations.</li> <li>• Advertisement of the project</li> <li>• Schedule PMT, PSC and public open days meetings. Comments and responses report.</li> <li>• Stakeholder engagement report.</li> </ul>	05 %	1 month
<b>Phase 2:</b> <b>Status Quo Report</b>	The report should provide:  a comprehensive overview of the current state of the environment in the district. Presenting a baseline understanding of existing environmental conditions, highlighting trends,	<ul style="list-style-type: none"> <li>• Status quo report.</li> <li>• Specialist studies.</li> <li>• PMT, PSC Focus group and open day meetings.</li> <li>• Comments and responses</li> </ul>	15%	4 months



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PROJECTS PHASE	ACTIVITY	INDICATORS	% PAYMENT	TIME FRAME
	<p>performance over the past three years, and predictions for the next three years. The status quo will focus on key environmental issues, their causes, impacts, and other relevant characteristics based on the following indicators: air quality, water quality, biodiversity, land degradation, waste management, and climate change, hydrology, service delivery, energy, human settlement, agriculture, mining, geology, land use patterns, etc</p> <p>This report must indicate inter alia:</p> <ul style="list-style-type: none"> <li>o Sensitive natural environments (such as ridges, grassland areas, wetlands, and potential red data fauna and flora habitat).</li> <li>o Areas unsuitable for human habitation (e.g., dolomitic conditions, flood lines, wetlands, barren land, contaminated land, etc).</li> <li>o State of degradation.</li> <li>o Cultivated areas / or areas potentially suitable for agriculture.</li> <li>o Categorisation of areas <i>unsuitable</i> for development due to their high agricultural resource potential and environmental sensitivities/conservation and envisaged /or current impact on these areas by development thus far.</li> <li>o Current land uses and approved developments.</li> <li>o Analysis of population and economic dynamics as per the most recent census or official publication (socio-economic opportunities and constraints</li> </ul>	<p>report.</p> <ul style="list-style-type: none"> <li>• Stakeholder engagement report.</li> </ul>		



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PROJECTS PHASE	ACTIVITY	INDICATORS	% PAYMENT	TIME FRAME
	<ul style="list-style-type: none"> <li>• Synopsis of the approved Spatial Development Perspective.               <ul style="list-style-type: none"> <li>○ A review and comparison of all relevant spatial plans and other planning documents for the area.</li> <li>○ A spatial representation of existing land uses, as well as legal and illegal development trends within the study area.</li> <li>○ A spatial representation of planned and/or existing land uses that are potentially in conflict over the same land resources.</li> <li>○ Status of services provision in the district.</li> <li>○ Transportation infrastructure and network capacity.</li> <li>○ State of open space availability/provisions in the district.</li> </ul> </li> </ul> <p>A draft report must be submitted to the PMT, PSC and the draft report must be subjected to the public consultation for comments prior to finalization of reports.</p>			
<b>Phase 3: Opportunities and constraints</b>	<ul style="list-style-type: none"> <li>• Identify the key commodities and enterprises that are of priority within District Municipalities.</li> <li>• Mapping of sensitivities and opportunities for identified commodities and enterprises within District Municipalities.</li> </ul>	<ul style="list-style-type: none"> <li>• Commodity Analysis Report.</li> <li>• Opportunities and Constraints Report.</li> <li>• PMT, PSC Focus group and open day meetings.</li> <li>• Comments and responses report.</li> </ul>	05%	2 months



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PROJECTS PHASE	ACTIVITY	INDICATORS	% PAYMENT	TIME FRAME
		<ul style="list-style-type: none"> <li>• Stakeholder engagement report.</li> </ul>		
<b>Phase 4: Desired State of the Environment 01</b>	<ul style="list-style-type: none"> <li>• The desired state of the environment               <ul style="list-style-type: none"> <li>○ The Status Quo Report must be used to facilitate a consultative public participation process through which the desired state of the environment for the area will be established.</li> <li>○ This desired state of the environment must be spatially represented in the same format as in the status quo report to enable comparison.</li> <li>○ The desired state must be compared to the Status Quo Report, all land use planning documentation and the proposed focus areas.</li> <li>○ The desired state report need to detail the identified conflicts over land use planning and identify strategies for resolution of these conflicts.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Desired state of the environment report,</li> <li>• PMT, PSC, Focus group and open day meetings,</li> <li>• Comments and responses report,</li> <li>• Stakeholder engagement report.</li> </ul>	05%	<b>2 months</b>



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PROJECTS PHASE	ACTIVITY	INDICATORS	% PAYMENT	TIME FRAME
<p><b>Phase 5: Environmental Management Framework</b></p>	<p>The following aspect must be developed and then integrated to form the basis of the EMF:</p> <ul style="list-style-type: none"> <li>• Proposed environmental management zones</li> <li>• Based on the spatial component of the desired state of the environment / development vis-à-vis bio-physical constraints and opportunities, the study area must be divided into environment and development management zones. The purpose of such strategic zoning would be to facilitate future decision-making regarding sustainable development requirements and the acceptability of development applications. This must include a spatial representation of such zoning within the area in respect of one or more activities in a manner that will –               <ul style="list-style-type: none"> <li>○ facilitate future decision-making on environmental requirements and acceptability of land development applications in the district;</li> <li>○ serve as a spatial screening mechanism for EIA;</li> <li>○ inform strategic spatial planning;</li> <li>○ identify areas in which the undertaking of an identified activity should be excluded from the requirements to obtain EA, but comply with the standard, should they fall within the</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Environmental Management Framework.</li> <li>• EMF Information Managenet tools .</li> <li>• EMP.</li> <li>• Strategy for open spaces.</li> <li>• Status quo evaluating and monitoring system.</li> <li>• PMT, PSC, Focus group and open day meetings.</li> <li>• Comments and responses report.</li> <li>• Stakeholder engagement report.</li> </ul>	<p>10%</p>	<p>3 months</p>



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PROJECTS PHASE	ACTIVITY	INDICATORS	% PAYMENT	TIME FRAME
	<p>EMF and exclusion standard;</p> <ul style="list-style-type: none"> <li>○ identify areas in which the undertaking of an activity may be allowed subject to an environmental authorisation being granted in terms of EIA Regulations, 2014 as amended; and</li> <li>○ identify areas in which the undertaking of an activity should not be considered.</li> </ul> <ul style="list-style-type: none"> <li>• A strategy for maintaining land where open space is identified as the landuse of choice.</li> <li>• A strategy aimed at building and maintaining rural infrastructure, enterprise development, skills development, economic opportunities, basic services, tenure and agrarian reform, and social and community development.</li> <li>• A strategy to ensure better integration of the NSDF between all scales of spatial development frameworks (Provincial spatial development frameworks (PSDFs)/regional spatial development frameworks (RSDFs) and municipal frameworks.</li> <li>• A system to evaluate, monitor and report on progress made towards thestate of the environment and land uses in the study area. A realistic set of indicators coupled with measurable time scales must be developed.</li> <li>• EMF Information Management tools, which is a spatial viewer for the EMF zones that highlights the zone and the</li> </ul>			



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PROJECTS PHASE	ACTIVITY	INDICATORS	% PAYMENT	TIME FRAME
	<p>SEMP and activities suitable for the zones.</p> <ul style="list-style-type: none"> <li>• Training</li> <li>• Propose a lists of identified activities to be excluded</li> </ul>			
<b>Phase 6: Strategic Environmental Management Plan</b>	<ul style="list-style-type: none"> <li>• A Strategic Environmental Management Plan that will address management guidelines and responsibilities</li> </ul>	<ul style="list-style-type: none"> <li>• Strategic Environmental Management Plan.</li> <li>• PMT, PSC, Focus group and open day meetings.</li> <li>• Comments and responses report.</li> <li>• Stakeholder engagement report.</li> </ul>	10%	2 months
<b>Phase 7: Action plan(s) for the implementation of the EMF</b>	<ul style="list-style-type: none"> <li>• The action plan must include all the relevant action plans required for the implementation of the EMF and all the strategies that form part thereof.</li> <li>• Training on the EMF, Viewer and related document</li> </ul>	<ul style="list-style-type: none"> <li>• Action plan.</li> <li>• PMT, PSC, Focus group and open day meetings.</li> <li>• Comments and responses report.</li> <li>• Stakeholder engagement report.</li> <li>• Training</li> </ul>	10%	2 months
<b>Adoption</b>				
<b>PART 2 : DEVELOP DRAFT EXCLUSION STANDARD</b>				



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PROJECTS PHASE	ACTIVITY	INDICATORS	% PAYMENT	TIME FRAME
<b>Phase 8: Draft exclusion standard</b>	<p>Propose a list of identified activities to be excluded based on outcomes of EMF outcomes and risk assessment</p> <ul style="list-style-type: none"> <li>• Develop lists of identified activities to be excluded.</li> <li>• Develop draft proposed exclusion standards for listed activities relating to certain commodity enterprises to be adopted in terms of sections 24(2)(10)(a) read with section 24(10)(d) of NEMA.</li> <li>• Public comment period (30 days as required by Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000) (PAJA), EMF Regulations read with section 24(10)(d) of NEMA. To be undertaken by the Minister responsible for the environment upon request by the respective MECs.</li> <li>• Develop draft procedural and substantive requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Draft exclusion standard.</li> <li>• PMT, PSC, Focus group and open day meetings.</li> <li>• Comments and responses report.</li> <li>• Stakeholder engagement report.</li> <li>• Draft governance reports.</li> </ul>	20%	3 months
<b>Phase 9 Final Exclusion Standard and Implementation Protocol</b>	<ul style="list-style-type: none"> <li>• Develop final list of identified activities to be excluded based on outcomes of EMF</li> <li>• Develop a final exclusion standard for listed activities relating to certain commodity enterprises to be adopted terms of Sections 24(2)(10)(a) read with section 24(10)(d) of NEMA.</li> <li>• Finalise draft projects registration forms</li> <li>• Capacity building on the draft standards, including the procedural and substantive requirements, and training materials (for use by competent training).</li> </ul>	<ul style="list-style-type: none"> <li>• Final draft Exclusion standard.</li> <li>• Final draft Relevant Forms and implementation protocol.</li> <li>• Training and capacity building manual.</li> <li>• PSC meeting.</li> <li>• Comments and responses report.</li> <li>• Stakeholder engagement report.</li> </ul>	15%	2 months



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PROJECTS PHASE	ACTIVITY	INDICATORS	% PAYMENT	TIME FRAME
<b>Adoption</b>				
<b>RETENTION</b>	<ul style="list-style-type: none"> <li>Given the regulatory consultative nature of the EMF and exclusion standard post compilation, a certain amount shall be paid three (3) months after the conclusion of the projects.</li> </ul> <p><b>NB:</b> The Service provider may not be expected to do additional work that may be established during these consultative and approval processes but must rectify all identified defects. The Service provider shall however be deemed to be bound by the contract as entered with the Department during this retention period. Applicable supply chain rules and regulations may apply if additional work is allocated because of these legal consultations and approval processes.</p>	<ul style="list-style-type: none"> <li>Project implementation</li> </ul>	05%	3 months





# land reform & rural development

Department:  
Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA



## Branch: Spatial Planning and Land Use Management (SPLUM)

Private Bag X954, Pretoria, 0001; Tel: 012 312 8016: New Building, 600 Lilian Ngoyi Street, Berea Park, Pretoria; Website: [www.dlrrd.gov.za](http://www.dlrrd.gov.za)

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#### 8. UNDUE DELAY REMEDIES

In the event that the project team fails to meet any agreed-upon milestone or deadline specified in this contract, the project team shall be liable for a penalty. The penalty shall be calculated as percentage of the total contract value for each day of delay or non-compliance, commencing from the due date until the issue/delay is fully resolved, and according to the following agreed-upon penalty percentage:

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
<b>PART 1 : ENVIRONMENTAL MANAGEMENT Framework (EMFS)</b>						
<b>PHASE 1</b>	<b>5%</b>	<b>20%</b>	<b>40%</b>	<b>60%</b>	<b>75%</b>	<b>100%</b>
<b>PHASE 2</b>	<b>10%</b>	<b>10%</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>
<b>PHASE 3</b>	<b>10%</b>	<b>10%</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>
<b>PHASE 4</b>	<b>10%</b>	<b>10%</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>
<b>PHASE 5</b>	<b>10%</b>	<b>10%</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>
<b>Phase 6</b>	<b>10%</b>	<b>10%</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>
<b>Phase 7</b>	<b>10%</b>	<b>10%</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>

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PART 2: EXCLUSION STANDARDS						
PHASE 8	10%	10%	25%	50%	75%	100%
PHASE 9	10%	10%	25%	50%	75%	100%
RETENTION	05%	n/a	n/a	n/a	n/a	n/a

Table 2: Undue Delay Remedies

The Service provider(s) shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after the milestone due date. The Service provider(s) may apply to the department for an extension on the delivery date for any milestone not achieved provided that the Service provider(s) gives valid reason(s) to the sole satisfaction of the Department.

## 9. PROJECT MANAGEMENT MEETINGS

The project will operate in a complex and challenging multi-disciplinary environment, requiring partnerships with various departments, in all three spheres of government, and strategic stakeholder groupings, in support of a coordinated approach to project implementation.

- 9.1. After appointment, the consultant/s will meet with the relevant officials to:
  - 9.1.1. Establish a Project Management Team (PMT) which should include Department of, Forestry, Fisheries and the Environment (DFFE), DLRRD, DEDEAT, the CH DM and representatives of the Local Municipalities who will be responsible for approving all drafts, prior to further distribution thereof and final project deliverables and milestones after consultation and consolidation of comments.
  - 9.1.2. In addition to the above PMT, a broader Project Steering Committee (PSC) must be established that must comment on project deliverables. Potential role-players and relevant stakeholders that could be invited to PSC meetings include key National and Provincial Departments, conservation groups, businesses, mining groups, community-based organizations (CBOs), knowledge institutions, non-governmental organization (NGOs) and traditional and cultural leaders.
  - 9.1.3. Agree upon the roles and responsibilities of the PSC.



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- 9.1.4. Agree on the number of PSC meetings as well as an ideal venue for such meetings.
- 9.1.5. Agree on the public participation strategy and the extent of public coverage and consultation.
- 9.1.6. Progress meetings and reports shall be submitted at intervals agreed upon with the project team.
- 9.1.7. The service provider shall serve as secretariat for the project and duties, amongst others, will include:
- Document /record workshops & meetings held.
  - Compile action-based minutes of all PMT and PSC meetings and/or any other meeting.
  - Forwarded minutes to all stakeholders/PMT/PSC members within 5 working days after a meeting.

## 10. TIMING OF ASSIGNMENT

All work will be carried out in accordance with the final time schedule that will be agreed upon at the first Project Inception Meeting, but the final EMF and Exclusion Standard must be completed within 24 calendar months after the date of appointment of the service provider.

## 11. REQUIRED EXPERTISE

It will be expected that the project team will comprise and/or have access to the following areas of expertise:

- Capable team of professionals that are qualified and experienced in relevant fields including but not limited to Agriculture, Town and Regional Planning, Land Resource Economics / Agricultural Economics, Environmental Management (IEM, EIA processes etc.), Project Management, Agricultural Economics, Biological Science, Hydrology, Geographic Information Science (GIS) and Social Sciences. Relevant Specialists to be registered with relevant statutory bodies.
- Demonstrate experience in EMF development, including EIA exclusion standards;
- Public Participation and facilitation;
- GIS skills and facilities (Spatial analytical skills);
- Knowledge of the state of the study area;
- Local and indigenous knowledge, including socio-economical knowledge;
- Knowledge of relevant Legislation, as listed in section 5 of the ToR;
- Research, analytical, writing and communication skills; and
- Skills transfer and training to DFFE, DLRRD, DEDEAT and CH DM.



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#### 12. MANDATORY REQUIREMENTS

Failure to adhere to the following conditions will **disqualify** the bidder's proposal:

- 12.1 **Fully completed pricing schedule.** A fully completed pricing schedule on the prescribed template must be submitted. (i.e., SBD 3.3 – pricing schedule) **(NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED).**
- 12.2 The Bidder must complete and submit the **attached (annexure A) organogram**, the organogram must identify the **project leader and 4 team members**.

#### 12.3 Project Leader Requirements

- I. Project leader must submit a valid proof of registration with:
- Registered with the South African Council for Natural Scientific Professions **(SACNASP)** or The South African Council for Planners **(SACPLAN)** as a professional.

#### 12.4 Team Member excluding the Team Leader

- I. Each of the four supporting team members must submit proof of valid registration with one of the following bodies: **(NO DUPLICATION OF REGISTRATION BODIES)**
- 1X Environmental Assessment Practitioners Association of South Africa (EAPASA),
  - 1X South African Council for Natural Scientific Professions (SACNASP),
  - 1X South African Council for Planners (SACPLAN), or
  - 1X South African Geomatics Council (SAGC) or PLATO

**NB:** The project team must collectively possess **professional registrations with all the registration bodies listed above**, with **each team member** registered with **one of the registration body**.

Copies of valid registration certificates must be attached. If the certificate does not indicate validity, supporting proof must be provided.

Furthermore, where a bidder's name or surname differs from that reflected on the certificate, the bidder must attach a letter or other official proof from the Department of Home Affairs confirming such change.

The Department reserves the right to verify the authenticity and validity of all registration certificates issued by the relevant Council.



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#### 13. CONTENTS OF THE PROPOSAL

- 13.1 A clear and concise project proposal, covering the aspects listed below, is required.
- 13.1.1 An executive summary.
- 13.1.2 A project plan.
- 13.1.3 The names and CV's containing detailed information about the relevant experience of each resource who will be directly contributing to the project, and their roles therein.
- 13.2 The following technical information must be submitted with the Bid proposal:
- i. Years of experience of each resource.
  - ii. Relevant professional experience.
  - iii. Organisational, managerial, and technical ability.
  - iv. Full CVs of members of the Team.
  - v. Client References; and
  - vi. Professional Affiliation.
  - vii. Projects worked on
- 13.3 Evidence and documentary proof of professional qualification, registration and affiliation. For instance, if a team member is a registered Geomatics Practitioner, a copy of the registration with the South African Geomatics Council (SAGC) is required.

#### 14. FINANCIAL MANAGEMENT

- 14.1 With regards to the financial implications for the project, service providers are expected to submit a clear costing schedule for the project. Amongst others, the following information should be provided:
- 14.1.1 A maximum price (ceiling price, VAT inclusive) for the project as a whole that shall not be exceeded unless the scope and timeframe are extended by prior written consent from the relevant authorities.
- 14.1.2 The service provider will be paid according to deliverables successfully achieved as per the scope of work, to the satisfaction of the PSC and approved by PMT after all consultations and consolidation of comments.
- 14.1.3 The service provider should submit a financial proposal separate from the technical proposal.
- 14.1.4 The successful service provider will be required to sign a contract of appointment and a service level agreement with the Department.



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#### 15. EVALUTATION CRITERIA

This bid shall be evaluated on the basis of functionality and in terms of 80/20 Preference Points System.

##### 15.1 Evaluation of functionality

The evaluation of functionality will be done individually by Members of Bid Evaluation Committee, in accordance with the following functional criteria and values. The applicable values that will be utilized when scoring each criteria ranges **from 1 poor, 2 average, 3 good, 4 very good and 5 excellent.**

Table 1: Evaluation criteria for functionality

CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT
<b>STAKEHOLDER ENGAGEMENT</b>	<ul style="list-style-type: none"> <li>• Stakeholder management strategy aligned with EMF regulations, project plan/scope and milestone. The scoring criteria below shall apply:</li> <li>• <b>Poor (score 1):</b> No stakeholder management strategy attached and not aligned with EMF regulations or the project schedule.</li> <li>• <b>Average (score 2):</b> Stakeholder management strategy is attached but poorly aligned with EMF regulations and the project schedule.</li> <li>• <b>Good (score 3):</b> Stakeholder management strategy is attached and adequately aligned with EMF regulations and the project schedule.</li> <li>• <b>Very Good (score 4):</b> Stakeholder management strategy is attached, aligned with EMF regulations, the project schedule, and includes a governance structure aligned to project phases</li> <li>• <b>Excellent (score 5):</b> Stakeholder management strategy is attached, aligned with EMF regulations, project schedule, and includes both governance aligned to project phases and capacity building.</li> </ul>	<b>10</b>
<b>RESOURCES</b>		
Project leader	Project leader must have <b>NQF 9 or higher</b> qualification in any of following fields: Environmental Management/Science, Urban and Regional Planning, Town and Regional Planning, Development Planning, Geography, or GISc	<b>20</b>



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CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT
	<p>Project leader must have <b>(10) years' experience</b> in environmental strategic work: EMF, SEA and state of the environment and experience in Town and Regional Planning or Development Planning.</p> <p><b>NB: Attach detailed CV highlighting projects worked on and certified copies of Qualifications.</b></p> <p>The scoring criteria below shall apply:</p> <ul style="list-style-type: none"> <li>• NQF Level 9 or higher with 0–4-years of experience <b>Poor (score 1)</b></li> <li>• NQF Level 9 or higher with 5-9 years of experience <b>Average (score 2)</b></li> <li>• •NQF Level 9 or higher with 10 years of experience <b>Good (score 3)</b></li> <li>• •NQF Level 9 or higher with 11-15 of years experience <b>Very Good (score 4)</b></li> <li>• •NQF Level 9 or higher with more than 15 years of experience <b>Excellent (score 5)</b></li> </ul> <p><b>NB: Attach certified copies of qualification.</b></p>	



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CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT
Team members	<p>4 team members with 7 years professional experience in work listed below:</p> <ul style="list-style-type: none"> <li>✓ Agriculture, Town and Regional Planning, Land Resource Economics / Agricultural Economics, Environmental Management (IEM, EIA processes etc.), Agricultural Economics, Biological Science, Hydrology, Geographic Information Science (GIS) and Social Sciences.</li> <li>✓ Public participation and facilitation;</li> <li>✓ Project Management;</li> <li>✓ EMF and EIA exclusion standards development;</li> <li>✓ Knowledge of the state of the study area;</li> <li>✓ Local and indigenous knowledge, including socio-economical knowledge;</li> <li>✓ Knowledge of relevant Legislation, i.e. NEMA, SEMAs, NWA SPLUMA, etc</li> <li>✓ Research, analytical, writing and communication skills</li> </ul> <p><b>The scoring criteria below shall apply:</b></p> <ul style="list-style-type: none"> <li>• 4 team members with less than 4 years of experience within the above fields— <b>Poor = 1</b></li> <li>• 4 team members with 4-6 years' experience within the above fields – <b>Average = 2</b></li> <li>• 4 team members with 7 years' experience within the above fields – <b>Good = 3</b></li> <li>• 5-7 team members with 7 years' experience within the above fields – <b>Very Good = 4</b></li> <li>• More than 7 team members with 7 years' experience within the above fields – <b>Excellent = 5</b></li> </ul> <p><b>NB: Attach detailed CVs of all team members, highlighting relevant experience and projects worked on.</b></p> <p><b>All Team members must be registered with relevant registration bodies.</b></p>	<b>20</b>
<b>CAPABILITY (PROOF OF EXPERIENCE)</b>	The service provider <b>must have successfully completed project/s</b> in environmental strategic work, namely Environmental Management Frameworks (EMF),	<b>20</b>



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CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT
<b>MUSTBE CLEARLY AND DISTINCTLY INDICATED)</b>	<p>Strategic Environmental Assessments (SEA), and State of the Environment reports. <b>(Attach reference letters).</b></p> <p><b>NB: Reference letters must be issued on the client’s letterhead, clearly state the type of service provided, and include the name and contact details of the signatory. The letters must be duly signed and dated. The Department reserves the right to verify the authenticity of the reference letter(s).</b></p> <ul style="list-style-type: none"> <li>• <b>Poor (score 1):</b> 0-2 reference letters in two of the strategic work listed above.</li> <li>• <b>Average (score 2):</b> 3-4 reference letters in two of the strategic work listed above.</li> <li>• <b>Good (score 3):</b> 5 reference letters in two of the strategic work listed above.</li> <li>• <b>Very Good (score 4):</b> 6 -8 reference letters in two of the strategic work listed above.</li> <li>• <b>Excellent (score 5):</b> 9 or more reference letters in two of the strategic work listed above.</li> </ul>	
<b>SKILLS TRANSFER</b>	<p>The proposal should include that skills transfer to DFFE, DLRRD, DEDEAT, CH DM, and one emerging Service Provider will be undertaken</p> <ul style="list-style-type: none"> <li>✓ <b>Poor (score 1):</b> No skills transfer plan attached and not aligned with the project schedule.</li> <li>✓ <b>Average (score 2):</b> Skills transfer strategy is attached but poorly aligned with the project schedule.</li> <li>✓ <b>Good (score 3):</b> Skills transfer strategy is attached and adequately aligned with the project schedule.</li> <li>✓ <b>Very Good (score 4):</b> Skills transfer strategy is attached, aligned with the project schedule. And training of the governance structures on the project EMF and Exclusion Standard.</li> <li>• <b>Excellent (score 5):</b> Skills transfer strategy is attached, aligned with project schedule, training governance structures incorporate innovative approaches to capacity building and training on the EMF and Exclusion Standard.</li> </ul>	<b>10</b>



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CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT
<b>METHODOLOGY</b>	<p>Outline a broad overview of approaches and methodologies that may be employed to conduct and implement EMFs and draft Exclusion Standard.</p> <p>Unpacking each phase of the project, giving the most effective and efficient methodology for the time period provided.</p> <ol style="list-style-type: none"> <li>1) <b>Poor (score 1):</b> Proposed approach does not outline the requirements as specified in the ToR</li> <li>2) <b>Average (score 2):</b> Proposed approach inadequately and poorly addresses requirements in the ToR.</li> <li>3) <b>Good (score 3):</b> Proposed approach adequately specified all requirements in the ToR and is acceptable for implementation. Clear and logical approach to compiling the EMF and exclusion standard with Integration of public participation and stakeholder engagement.</li> <li>4) <b>Very Good (score 4):</b> Proposed approach adequately specified all requirements in the ToR, acceptable for implementation. Clear and logical approach to compiling the EMF and exclusion standard with Integration of public participation and stakeholder engagement. Risk assessment and mitigation measures and compliance process regarding the standard.</li> <li>5) <b>Excellent (score 5):</b> Proposed approach include all requirements indicated above and exceptionally specifies the way the projects will be delivered, innovation and use of technology, GIS and spatial planning capabilities and indicates additional value adds.</li> </ol>	<b>20</b>
<b>TOTAL</b>		<b>100</b>

**The Bids that fail to achieve 60 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on second stage Evaluation in terms of 80/20 Preference Points System.**



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#### 15.2 Evaluation of functionality

- (a) The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a quotation with a Rand value equal to or below R50 million, inclusive of all applicable taxes.

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

**80/20**

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

- (b) Points awarded for specific goals:

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.

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— 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

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.

**Table 2: 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.



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**Note to tenderers: The tenderer must indicate how they claim points for each preference point system. The points scored for price must be added to the points scored for specific goals to obtain the bidder's total points scored out of 100.**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage of ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<p>Historically Disadvantaged Individuals: A person historically disadvantaged by unfair discrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent, who become citizen of the Republic of South Africa by Naturalisation- Before 27 April 1994 On or before 27 April 1994 and who would be entitled to acquire citizenship by naturalisation prior to the date</p>	8		
Who is female	5		
Who has a disability	2		
Specific goal: Who is youth	2		
Specific goal: Promotion of enterprises located in South Africa	3		

**The points scored for price must be added to the points scored for specific goals to obtain the bidder's total points scored out of 100.**



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#### 16. PROJECT MANAGEMENT

- 16.1 The Director: EPS in the Department of Land Reform and Rural Development (DLRRD) is the overall manager of the contract and project assigned to the service provider.
- 16.2 The successful bidder will report directly to the Project Management Team
- 16.3 All reports shall be in English. Hard and digital copies of all the project documents will be submitted to the Department.
- 16.4 The reports for all phases shall be approved by the PMT after consultation and consolidation of comments by the PSC .
- 16.5 All documents, materials, data, and information, in whatever manner or format, whether hard copy or otherwise, will be the property of the DLRRD and are not to be released to a third party without the consent of the relevant authority.

#### 17. CONTACT PERSON FOR TECHNICAL ENQUIRIES

##### 17.1. TECHNICAL ENQUIRIES:

Attention: Mr. Zongezile Bango  
Telephone: (012) 312-8010  
Email: [Zongezile.Bango@dlrrd.gov.za](mailto:Zongezile.Bango@dlrrd.gov.za)

##### 17.2. BID RELATED ENQUIRIES:

**All supply chain management enquiries must be forwarded to:**

Bids Management  
Telephone (012) 312-8383/8381/9627  
Email: [Bids@dlrrd.gov.za](mailto:Bids@dlrrd.gov.za)



5/2/2/1- DLRRD 0038 (2025/2026)

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF ENVIRONMENTAL MANAGEMENT FRAMEWORK AND ACTIVITY EXCLUSION STANDARD FOR THE CHRIS HANI DISTRICT MUNICIPALITY OVER A PERIOD OF TWENTY-FOUR (24) MONTHS.**

**CLOSING DATE: 16 April 2026 @ 11:00**

**NB: THERE WILL BE NO BRIEFING SESSION FOR THIS BID.**

TECHNICAL ENQUIRIES : Mr. Zongezile Bango  
TEL : (012) 312 8010  
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**BID RELATED ENQUIRIES** **BIDS MANGEMENT UNIT**  
TEL : (012) 312 8383/ 8381/ 9627  
EMAIL : [Bids@dlrrd.gov.za](mailto:Bids@dlrrd.gov.za)

**NB: BID CLOSING ADDRESS:**  
**DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT**  
**600 LILLIAN NGOYI STREET, PRETORIA, 0001**

**FINANCIAL PROPOSAL PART 2 OF 2**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF ENVIRONMENTAL MANAGEMENT FRAMEWORK AND ACTIVITY EXCLUSION STANDARD FOR THE CHRIS HANI DISTRICT MUNICIPALITY OVER A PERIOD OF 24 MONTHS.**

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... BID NO.: 5/2/1- DLRRD 0038 (2025/2026)

CLOSING TIME: 11H00 ..... CLOSING DATE: 16 APRIL 2026

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

1. The accompanying information must be used for the formulation of proposals.
2. Bidders must complete this SBD 3.3 form in full (Pricing Schedule).
3. Bidders are required to indicate total cost for the project.  
Total Bid Price (INCLUSIVE OF VAT) R.....
4. Prices must be firm for the full period of the contract. Any adjustments to the quotation prices that include consumer price index, rate of exchange, etc. will not be considered, as these adjustments **must be factored in the bid prices.**

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Phases	Deliverables	Cost Per Phase	Timeframe	RATE PER HOUR/CONSULTATION
<p><b>Phase 1</b></p> <ol style="list-style-type: none"> <li>1. Inception report.</li> <li>2. Inception meeting</li> <li>3. Literature Review</li> <li>4. Public and stakeholder participation plan and database</li> </ol>	<ul style="list-style-type: none"> <li>• Detailed Inception Report covering but not limited to the following:                             <ul style="list-style-type: none"> <li>○ Establish objectives of the project / confirmation of the project scope</li> <li>○ Establishing Project governance structures including Project Management Team (PMT), Project Steering Committees (PSC), Focus Group, Reference Group (RG) and open days.</li> <li>○ Project Scheduling and a comprehensive costing plan with detailed costing per project phase as per the requirement of the scope of work.</li> </ul> </li> <li>• Literature Review                             <ul style="list-style-type: none"> <li>○ The consultant team should ensure that the project outlines the legal and best practice basis for this work by reviewing all relevant legislation, policies and general domestic and international literature.</li> </ul> </li> <li>• Stakeholder Management Plan                             <ul style="list-style-type: none"> <li>○ Together with the Project Management Team (PMT), the Consultant team should compile a Stakeholder participation Plan Outline defining the roles and responsibilities of all relevant players.</li> <li>○ Schedule of events/ meetings and subsequent outcomes in line with the scope of work.</li> </ul> </li> </ul>	<p>05 %</p>	<p>1 month</p>	<p>R.....</p>

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<p><b>Phase 2: Status Quo Report</b></p>	<p>The report should provide:</p> <p>a comprehensive overview of the current state of the environment in the district. Presenting a baseline understanding of existing environmental conditions, highlighting trends, performance over the past three years, and predictions for the next three years. The status quo will focus on key environmental issues, their causes, impacts, and other relevant characteristics based on the following indicators: air quality, water quality, biodiversity, land degradation, waste management, climate change, hydrology, service delivery, energy, human settlement, agriculture, mining, geology, Land Use Patterns, etc</p> <p>This must indicate inter alia:</p> <ul style="list-style-type: none"> <li>o Sensitive natural environments (such as ridges, grassland areas, wetlands, and potential red data fauna and flora habitat).</li> <li>o Areas unsuitable for human habitation (e.g., dolomitic conditions, flood lines, wetlands, barren land, contaminated land, etc).</li> <li>o State of degradation.</li> <li>o Cultivated areas / or areas potentially suitable for agriculture.</li> <li>o Categorisation of areas unsuitable for development due to their high agricultural resource potential and environmental sensitivities/conservation and envisaged /or current impact on these areas by development thus far.</li> </ul>	<p>15%</p>	<p>4 months</p>	<p>R.....</p>
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- o Current land uses and approved developments.
- o Analysis of population and economic dynamics as per the most recent census or official publication (socio-economic opportunities and constraints
- Synopsis of the approved Spatial Development Perspective.
- o A review and comparison of all relevant spatial plans and other planning documents for the area.
- o A spatial representation of existing land uses as well as legal and illegal development trends within the study area.
- o A spatial representation of planned and/or existing land uses that are potentially in conflict over the same land resources.
- o Status of services provisions in the district.
- o Transportation infrastructure and network capacity.
- o State of open space availability/provisions in the district.

A draft report must be submitted to the PMT, PSC and the draft report must be subjected to public consultation for comments prior to finalization of reports.

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<p><b>Phase 3: Opportunities and constraints</b></p>	<p>Identify the key commodities and enterprises that are of priority within District Municipalities.</p> <ul style="list-style-type: none"> <li>• Mapping of sensitivities and opportunities for identified commodities and enterprises within District Municipalities.</li> </ul>	<p>05%</p>	<p>2 months</p>	<p>R.....</p>
<p><b>Phase 4: Desired State of the Environment</b></p>	<ul style="list-style-type: none"> <li>• The desired state of the environment             <ul style="list-style-type: none"> <li>○ The Status Quo Report must be used to facilitate a consultative public participation process through which the desired state of the environment for the area will be established.</li> <li>○ This desired state of the environment must be spatially represented in the same format as in the Status Quo Report to enable comparison.</li> <li>○ The desired state must be compared to the Status Quo Report, all land use planning documentation and the proposed focus areas.</li> <li>○ The desired state report may need to detail the identified conflicts over land use planning and identify strategies for resolution of these conflicts.</li> </ul> </li> </ul>	<p>05%</p>	<p>2 months</p>	<p>R.....</p>
<p><b>Phase 5: Environmental Management Framework</b></p>	<p>The following aspect must be developed and then integrated to form the basis of the EMF:</p> <ul style="list-style-type: none"> <li>• Proposed environmental control zones</li> <li>• Based on the spatial component of the desired state of the environment / development vis-à-vis bio-physical constraints and opportunities, the study area must be divided into environment and development control zones. The</li> </ul>	<p>10%</p>	<p>3 months</p>	<p>R.....</p>

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	<p>purpose of such strategic zoning would be to facilitate future decision-making regarding sustainable development requirements and the acceptability of development applications. This must include a spatial representation of such zoning within the area in respect of one or more activities in a manner that will –</p> <ul style="list-style-type: none"> <li>o facilitate future decision-making on environmental requirements and acceptability of land development applications in the district;</li> <li>o serve as a spatial screening mechanism for EIA;</li> <li>o inform strategic spatial planning;</li> <li>o identify areas in which the undertaking of an identified activity should be excluded from the requirements to obtain EA, but comply with the standard, should they fall within the EMF and exclusion standard;</li> <li>o identify areas in which the undertaking of an activity may be allowed subject to an environmental authorisation being granted in terms of EIA Regulations, 2014 as amended; and</li> <li>o identify areas in which the undertaking of an activity should not be considered.</li> </ul> <ul style="list-style-type: none"> <li>• A strategy for maintaining land where open space is identified as the land use of choice.</li> <li>• A strategy aimed at building and maintaining rural infrastructure, enterprise development, skills development, economic opportunities,</li> </ul>		
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<p>Phase 6: Strategic Environmental Management Plan</p>	<p>basic services, tenure and agrarian reform, and social and community development.</p> <ul style="list-style-type: none"> <li>• A strategy to ensure better integration of the NSDF between all scales of spatial development frameworks (Provincial spatial development frameworks (PSDFs)/regional spatial development frameworks (RSDFs) and municipal frameworks.</li> <li>• A system to evaluate, monitor and report on progress made towards the state of the environment and land uses in the study area. A realistic set of indicators coupled with measurable time scales must be developed.</li> <li>• EMF Environmental Information tools, which is a spatial viewer for the EMF zones that highlights the zone and the SEMP and activities suitable for the zones.</li> </ul>	<p>10%</p>	<p>2 months</p>	<p>R.....</p>
<p>Phase 7: Action plan(s) for the implementation of the EMF</p>	<ul style="list-style-type: none"> <li>• The action plan must include all the relevant action plans required for the implementation of the EMF and all the strategies that form part thereof.</li> <li>• Training on the EMF, Viewer and related document</li> </ul>	<p>10%</p>	<p>2 months</p>	<p>R.....</p>
<p>Phase 8: Draft exclusion standard</p>	<ul style="list-style-type: none"> <li>• Develop a list of identified activities to be excluded based on outcomes of EMF</li> <li>• Develop lists of identified activities to be excluded.</li> </ul>	<p>20%</p>	<p>3 months</p>	<p>R.....</p>

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<p><b>Phase 9 Final Exclusion Standard and Implementation Protocol</b></p>	<ul style="list-style-type: none"> <li>Develop draft exclusion standards for listed activities relating to certain commodity enterprises to be adopted terms of Sections 24(2)(10)(a) read with section 24(10) (d) of NEMA.</li> <li>Public comment period (30 days as required by Promotion of Administrative Justice Act, 2000 (Act No. 03 of 2000) (PAJA), EMF Regulations read with section 24(10)(d) of NEMA.</li> <li>Develop final list of identified activities to be excluded based on outcomes of EMF</li> <li>Develop a final exclusion standard for listed activities relating to certain commodity enterprises to be adopted in terms of sections 24(2)(10)(a) read with section 24(10) (d) of NEMA.</li> <li>Develop project registration forms and protocol</li> <li>Training on the standards and governance process</li> </ul>	<p>15%</p>	<p>2 months</p>	<p>R.....</p>
<p><b>Retention</b></p>	<ul style="list-style-type: none"> <li>Given the regulatory consultative nature of the EMF and exclusion standard post compilation, a certain amount shall be paid three (3) months after the conclusion of the project.</li> </ul> <p><b>NB:</b> The consultant team may not be expected to do additional work that may be established during these consultative and approval processes but must rectify all identified defects. The consultant team shall, however be deemed to be bound by the contract as entered with the Department during</p>	<p>05%</p>	<p>3 months</p>	<p>R.....</p>

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	this retention period. Applicable supply chain rules and regulations may apply if additional is allocated because of these legal consultations and approval processes.		
<b>TOTAL COST (EXCLUDING VAT)</b>			R.....
<b>VAT 15%</b>			R.....
<b>TOTAL COST (INCLUDING VAT)</b>			R.....

Any enquiries regarding bidding procedures may be directed to the –

Query	Name	Contact Details
Technical	Mr. Zongezile Bango	012 319 8010 <a href="mailto:Zongezile.Bango@dlrrd.gov.za">Zongezile.Bango@dlrrd.gov.za</a>
Bid related queries	Telephone (012) 312-8383/8381/9627 Email: <a href="mailto:Bids@dlrrd.gov.za">Bids@dlrrd.gov.za</a>	