



agriculture, land reform & rural development

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

Free State Shared Service Centre, Private Bag X 20803, Bloemfontein, 9300
Enquiries: Ms Palesa Nhlapo (051) 4004200 Fax: (086) 460 7556

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

BID NUMBER	: SPLUM-PSP-FS-04 (2023/2024)	
ADVERT DATE	: 11-AUGUST-2023	
BRIEFING SESSION	: NONE	
CLOSING DATE	: 18-AUGUST-2023	Time: 11:00 am

APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

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

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

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

1. Attached please find the SBD 1, SBD 2, SBD 3.1, SBD 4, TOR's and the GCC.
2. If you are a sole agent or sole supplier, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your bid price may be gauged, this information will be treated as strictly confidential.
3. All the documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
4. Please make sure that your bid reaches this office before the closing time.
5. When submitting your bid, the following information must appear on the sealed envelope:-
(i) Name and address of bidder. (ii) Bid Number (iii) Closing Date.

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

OR

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

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

Yours faithfully,

SIGNED

Mr.CM MAMPA
DD: SCM
PROVINCIAL FREE STATE SHARED SERVICE CENTRE
DATE: 11/08/2023

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SPLUM-PSP-FS-04 (2023/2024)	CLOSING DATE:	18-AUGUST-2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
bid/tender box on entrance ground Floor 136 SA Eagle Building, Charlotte Maxeke Street, Bloemfontein 9300.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mrs Palesa Nhlapo/ Mr Calvin Mampa		CONTACT PERSON	Mr Danie Schoeman	
TELEPHONE NUMBER	0514004200/0734336144/0716000627		TELEPHONE NUMBER	051 4105800 and Cell: 0828562741	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	PalesaN@dalrrd.gov.za calvin.mampa@dalrrd.gov.za		E-MAIL ADDRESS	danie.schoeman@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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



TAX CLEARANCE

TCC 001

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

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

Particulars of applicant

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

Particulars of representative (Public Officer/Trustee/Partner)

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

Particulars of tender (If applicable)Tender number Estimated Tender amount R , Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Audit

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

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

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

Signature of representative/agent

C C Y Y M M D D

Date

Name of representative/agent

Declaration

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

Signature of applicant/Public Officer

C C Y Y M M D D

Date

Name of applicant/
Public Officer**Notes:**

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

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

SPLUM-PSP-FS-04 (2023/2024)

APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: SPLUM-PSP-FS-04 (2023/2024)

CLOSING DATE: 18/08/2023 TIME: 11H00

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

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

TOTAL BID PRICE (INCLUSIVE OF VAT)

R.....

PHASES	EXPECTED DELIVERABLES (Including sections 4 & 5)	COST (EXCLUDING VAT@15%)
PHASE 1: INCEPTION	<ul style="list-style-type: none"> Administrative and technical arrangements, timelines and deliverables Composition of Project Steering Committee and Project Technical Committee Service level agreement Define Study Area/s and spatially depiction Inception Meeting 1st PSC Meeting 	R.....
PHASE 2: POLICY CONTEXT & VISION DIRECTIVES	<ul style="list-style-type: none"> Legislative and Policy Synthesis Vision Statement Stakeholder Engagement: - Identify Interested & affected parties, notice in Gazette and media, 1st Project Technical Committee (PTC) meeting, 2nd Project Steering Committee (PSC) meeting. 	R.....
PHASE 3: SPATIAL CHALLENGES AND OPPORTUNITIES	<ul style="list-style-type: none"> Summary of Sector Plans Documentation and mapping of biophysical, socio-economic and built environment spatial challenges and opportunities. 	R.....

Name of Bidder:

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	<ul style="list-style-type: none"> Stakeholder engagement: - focus groups, public open house, 2nd Project Technical Committee (PTC) meeting, 3rd Project Steering Committee (PSC) meeting. Monitoring and evaluation 	
PHASE 4: SPATIAL PROPOSALS & CONSULTATION	<ul style="list-style-type: none"> Spatial concept diagram and supporting text Final vision statement Spatial strategies maps and supporting text Draft MSDF Report and maps Stakeholder engagement: - 3rd PTC meeting and 4th PSC Meeting, Advertisement of draft SD 	R.....
PHASE 5: IMPLEMENTATION FRAMEWORK	<ul style="list-style-type: none"> Draft set of policies Draft set of guidelines Draft Capital investment framework Draft Implementation Framework Stakeholder engagement: - Public open house, 4th PTC meeting, 5th PSC meeting 	R.....
PHASE 6: FINAL MUNICIPAL SDF	<ul style="list-style-type: none"> MSDF final report, Executive Summary, brochures, pamphlets or posters Sector plan alignment proposals and discussions Identified and delineated local plans/ precinct plans IDP and SDF alignment proposals and discussions Stakeholder Engagement: 5th PTC Meeting and 6th PSC Meeting, Council Approval, notice of adoption in gazette. 	R.....
RETENTION	Close-Out Report 10%	R.....
TOTAL		R.....
VAT@15%		R.....
TOTAL BID PRICE		R.....

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

Name of Bidder:

APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

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

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

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

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDERS' DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

SBD4

made by the bidder with any official of the procuring 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.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

1. GENERAL CONDITIONS

1.1 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

1.2 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.

1.3 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.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 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.

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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]

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

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

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

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



agriculture, land reform & rural development

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



OFFICE OF THE DIRECTOR: SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES, FREE STATE
73 Aliwal Street, Bloemfontein, 9301. Tel: 051 410 5800; E-mail: splumsfreestate@dalrrd.gov.za ; Web: www.dalrrd.gov.za

Enquiries: Ms K Nadesan

Our Reference: 16\6\2\3\1\2\4\F

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

1 INTRODUCTION

- 1.1 The Department of Agriculture, Land Reform and Rural Development (DALRRD) requires the services of a firm or a consortium of suitably qualified firms for the development of a Municipal Spatial Development Framework (SDF) for Mantsopa Local Municipality in the Free State Province.
- 1.2 Section 20 (1) of the Spatial Planning and Land Use Management Act, Act No 16 of 2013 (SPLUMA), requires that a Municipality must, by notice in the Provincial Gazette, adopt and approve a municipal spatial development framework for the municipality.
- 1.3 Each municipality must prepare a spatial development framework that will guide current and future development within their municipal area. The framework must assist in integrating, coordinating, aligning and expressing development policies and plans emanating from the various sectors of the sphere of government as they apply within the municipal area.

2 PROBLEM STATEMENT

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



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

formulate an SDF which must include the provision of basic guidelines for a land use management system for the municipality”.

- 2.2 Each municipality must prepare an SDF that will guide current and future development within their municipal area. The framework must assist in integrating, coordinating, aligning and expressing development policies and plans emanating from the various sectors of the sphere of government as they apply within the municipal area.
- 2.3 Although all FS municipalities have compiled an SDF, many are outdated and require immediate updating. To ensure compliance with the provisions of SPLUMA, the municipalities are constantly in the process of reviewing their SDFs however many municipalities require assistance in doing this as they lack the capacity and funding to complete a review. These reviews were also triggered by the fact that the municipality has exhausted all the spatial proposals in the SDF, specifically areas that were identified for future settlement development. The proposed project will be in aid of this objective
- 2.4 The Mantsopa SDF was adopted in March 2016 and the review of the SDF started in 2017/2018 and continued to 2019/2020 as well as 2022/2023. However, none of the reviews reached finalisation and were never adopted The SDF remained on the situational analysis phase for more than 5 years. FS COGTA has played a pivotal role in assisting with the reviews, however, due to lack of resources from COGTA as well as the exclusion of Mantsopa on COGTA's APP led to many challenges. The LM has gone through 3 Town Planners in the space of 5 years, with the post being vacant at certain times. This proved a huge challenge as the SDF could not be continued to completion.
- 2.5 COVID19 had also played a role and affected the public participation process. With the only Town Planner being divided amongst the many duties at the Municipality, the SDF is not awarded the full attention it requires.



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

3 STUDY AREA

- 3.1 Mantsopa Local Municipality comprises of the previous areas of jurisdiction of Tweespruit, Ladybrand, Hobhouse, Excelsior and Thaba Patchoa. The area covers approximately 13 467ha in extent. It forms part of the eastern Free State and falls within the Thabo Mofutsanyane District Municipal area. The municipality borders the kingdom of Lesotho in the south-east, Mangaung Metropolitan Municipality in the south west, Masilonyana and Setsoto Local Municipalities to the north west and north east respectively.
- 3.2 The economy of Mantsopa Local Municipality is largely reliant on the commercial farming sector, which employs many of the community. Many private businesses and the public sector also provide much needed employment in the Municipality. Tourism also plays a vital role in relation to the distance to the Maluti Mountains and the official pronouncement of Lekhalong la Mantsopa as a national heritage site. Mantsopa Local Municipality therefore is the gateway to the mountain kingdom of Lesotho which attracts many tourists nationally and internationally.

4 PURPOSE AND OBJECTIVE OF THE PROJECT

- 4.1 The purpose of this document is to set out the terms of reference on which professional teams should base their project proposals for the preparation of Spatial Development Framework for Mantsopa Local Municipality. Project proposals should clearly state the approach to be adopted, the proposed methodology, relevant experience, time frame, program and associated budget and the proposed team members.
- 4.2 The main objective of the Spatial Development Frameworks in terms of Section 12 (1) of SPLUMA must be to:
- a) interpret and represent the spatial development vision of the responsible sphere of government and competent authority;
 - b) be informed by a long-term spatial development vision statement and plan;
 - c) represent the integration and trade-off of all relevant sector policies and plans;
 - d) guide planning and development decisions across all sectors of government;



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

- e) guide a provincial department or municipality in taking any decision or exercising any discretion in terms of this Act or any other law relating to spatial planning and land use management systems;
- f) contribute to a coherent, planned approach to spatial development in the national, provincial and municipal spheres;
- g) provide clear and accessible information to the public and private sector and provide direction for investment purposes;
- h) include previously disadvantaged areas, areas under traditional leadership, rural areas, informal settlements, slums and land holdings of state-owned enterprises and government agencies and address their inclusion and integration into the spatial, economic, social and environmental objectives of the relevant sphere;
- i) address historical spatial imbalances in development;
- j) identify the long-term risks of spatial patterns of growth and development and the policies and strategies necessary to mitigate those risks;
- k) Provide direction for strategic developments, infrastructure investment, promote efficient, sustainable and planned investments by all sectors and indicate priority areas for investment in land development.
- l) promote a rational and predictable land development environment to create trust and stimulate investment;
- m) take cognizance of any environmental management instrument adopted by the relevant environmental management authority;

5 PROJECT OUTCOMES AND SCOPE

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

- a) give effect to the development principles and applicable norms and standards set out in Chapter 2;
- b) include a written and spatial representation of a five-year spatial development plan for the spatial form of the municipality;
- c) include a longer-term spatial development vision statement for the municipal area which indicates a desired spatial growth and development pattern for the next 10 to 20 years;



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

- d) identify current and future significant structuring and restructuring elements of the spatial form of the municipality, including development corridors, activity spines and economic nodes where public and private investment will be prioritized and facilitated;
- e) include population growth estimates for the next five years;
- f) include estimates of the demand for housing units across different socio-economic categories and the planned location and density of future housing developments;
- g) include estimates of economic activity and employment trends and locations in the municipal area for the next five years;
- h) identify, quantify and provide location requirements of engineering infrastructure and services provision for existing and future development needs for the next five years;
- i) identify the designated areas where a national or provincial inclusionary housing policy may be applicable;
- j) include a strategic assessment of the environmental pressures and opportunities within the municipal area, including the spatial location of environmental sensitivities, high potential agricultural land and coastal access strips, where applicable;
- k) identify the designation of areas in the municipality where incremental upgrading approaches to development and regulation will be applicable;
- l) identify the designation of areas in which—
 - more detailed local plans must be developed; and
 - shortened land use development procedures may be applicable and land use schemes may be so amended;
- m) provide the spatial expression of the coordination, alignment and integration of sectoral policies of all municipal departments;
- n) determine a capital expenditure framework for the municipality's development programmes, depicted spatially;
- o) determine the purpose, desired impact and structure of the land use management scheme to apply in that municipal area; and
- p) include an implementation plan comprising of—
 - sectoral requirements, including budgets and resources for implementation;



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

- necessary amendments to a land use scheme;
- specification of institutional arrangements necessary for implementation;
- specification of implementation targets, including dates and monitoring indicators; and
- Specification, where necessary, of any arrangements for partnerships in the implementation process.

5.2 The proposed Spatial Development Frameworks must give effect to the development principles as stipulated in Section 7 of SPLUMA: -

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

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

6 CRITICAL MILESTONES

6.1 The following critical milestones should be used when developing the Spatial Development Framework for the Mantsopa Municipality:

List of Activities for the following Mantsopa LM in Thabo Mofutsanyane DM	
1.	Inception
1.1	Administrative and technical arrangements, timelines and deliverables
1.2	Composition of Project Steering Committee and Project Technical
1.3	Committee
1.4	Service Level Agreement (FS PSSC Document)
1.5	Define Study Area/s and spatially depiction
1.6	Inception Meeting
1.7	1 st PSC Meeting



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

2.	Policy Context & Vision Directives
2.1	Legislative and Policy Synthesis
2.2	Vision Statement
2.3	Stakeholder Engagement: - Identify Interested & affected parties, notice in Gazette and media.
2.4	1 st Project Technical Committee (PTC) meeting, 2 nd Project Steering Committee (PSC) meeting.
3.	Spatial Challenges and Opportunities:
3.1	Summary of Sector Plans
3.2	Documentation and mapping of biophysical, socio-economic and built environment spatial challenges and opportunities. Stakeholder engagement: - focus groups, public open house, 2 nd Project
3.3	Technical Committee (PTC) meeting, 3 rd Project Steering Committee (PSC) meeting.
3.4	Monitoring and evaluation
4.	Spatial Proposals
4.1	Spatial concept diagram and supporting text
4.2	Final vision statement
4.3	Spatial strategies maps and supporting text
4.4	Draft MSDF Report and maps
4.5	Stakeholder engagement: - 3 rd PTC meeting and 4 th PSC Meeting, Advertisement of draft SDF
5.	Implementation Framework
5.1	Draft set of policies
5.2	Draft set of guidelines
5.3	Draft Capital investment framework
5.4	Draft Implementation Framework
5.5	Stakeholder engagement: - Public open house, 4 th PTC meeting, 5 th PSC meeting
6.	Final MSDF
6.1	MSDF final report, Executive Summary, brochures, pamphlets or posters
6.2	Sector plan alignment proposals and discussions
6.3	Identified and delineated local plans/ precinct plans



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

6.4	IDP and SDF alignment proposals and discussions
6.5	Stakeholder Engagement: 5 th PTC Meeting and 6 th PSC Meeting, Council Approval, notice of adoption in gazette.
7.	Retention (10 % of the contract Value)

7 PROJECT DELIVERABLES

- 7.1 Details pertaining to the relevant deliverables for each milestone are contained in the SDF guidelines document. Each service provider is expected to consult the guideline document while preparing the proposals and when executing the project.
- 7.2 Submissions should be in the form of both hard and electronic versions (MS Word and PDF format).
- 7.3 All spatial information collected should be submitted as an ESRI ArcPro Map Package for use in a GIS. The shapefiles must have clear attribute information that differentiates the SDF construct and its purpose, for example a service node shapefile should have an attribute called “description” with the value “service node”. Metadata for all spatial information should be provided as per the metadata standard ISO 19115 & SANS 1878. Ownership of all metadata, data and spatial information generated and collected from this assignment vests in DALRRD. DALRRD will become the custodian of all spatial information collected. A GISc Template for mapping has to be agreed upon during the inception of the project between the service provider and the department, to reduce delays later in the project.
- 7.4 In order to deliver on the deliverables (as stated above) the SDF should be in the form of text, maps, graphics and photographs.
- 7.5 It is recommended that more visual representation (maps, graphics and photographs) form the bulk part of the spatial analysis/current reality. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.



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8 SKILLS REQUIREMENTS

- 8.1 The project requires a team leader with a tertiary qualification in town and regional planning and must be registered in terms of the Planning Profession Act, 2002 (registered with SACPLAN) as a Professional Planner with a minimum of 10 years' post registration experience and expertise in Spatial Planning and Spatial Development Frameworks in particular. An added advantage would be experience with Precinct Plans, Area Based Plans as well as LUMSs.
- 8.2 Composition of technical team to be utilized in the execution of the project should consist of town and regional planners with relevant skills as part of the project. A thorough understanding of spatial development frameworks (SDFs), Land Use Schemes (LUSs) as part of municipalities' Land Use Management Systems (LUMSs) and Geographic Information Systems (GIS) are needed.



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

8.3 Other skills are as per the table below:

Table 1: Skills requirement

	Key Skill Set	Minimum Qualification
	Town/Urban/City and Regional Planning Professional (minimum of 3 persons)	BSc or BTech in Town/Urban/City and Regional Planning (Registration with SACPLAN as Professional Planner— must provide proof of good standing for current financial year with SACPLAN – this can be obtained from the SACPLAN website, under the Planners profile. (This will also serve as registration certificate)
	Professional Geographic Information Practitioner	Registration with SAGC as Professional GIS Practitioner — proof of registration and in good standing for current financial year with SAGC (Proof of good standing must be a letter from SAGC in the current financial year. Please contact officials from the Department as indicated under section 27 below for an example of the letter.)

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

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

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



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

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

9 PROJECT PHASES DURATION AND COST

9.1 The project for the Spatial Development Framework should be completed within 12 months from the time of the appointment of the consultant. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done for the SDF, are scheduled in Table 2 below:

TABLE 2: PAYMENT SCHEDULE AND PROJECT PHASES

PHASES	EXPECTED DELIVERABLES	% PAYABLE	TIME FRAMES	SUBMISSION/ OUTPUT
PHASE 1: INCEPTION	<ul style="list-style-type: none"> Administrative and technical arrangements, timelines and deliverables Composition of Project Steering Committee and Project Technical Committee Service level agreement Define Study Area/s and spatially depiction Inception Meeting 1st PSC Meeting 	10%	1 Month	INCEPTION REPORT (Process Plan with Timelines and Gantt Chart)
PHASE 2: POLICY CONTEXT & VISION DIRECTIVES	<ul style="list-style-type: none"> Legislative and Policy Synthesis Vision Statement Stakeholder Engagement: - Identify Interested & affected parties, notice in Gazette and media, 1st Project Technical Committee (PTC) meeting, 2nd Project Steering Committee (PSC) meeting. 	10%	2 Months	POLICY CONTEXT AND VISION DIRECTIVES - STATUS QUO REPORT (including all deliverables)
PHASE 3: SPATIAL CHALLENGES AND OPPORTUNITIES	<ul style="list-style-type: none"> Summary of Sector Plans Documentation and mapping of biophysical, socio-economic and built environment spatial 	15%	2 Months	SPATIAL CHALLENGES AND OPPORTUNITIES - DRAFT REPORT



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

	<ul style="list-style-type: none"> challenges and opportunities. Stakeholder engagement: <ul style="list-style-type: none"> - focus groups, public open house, 2nd Project Technical Committee (PTC) meeting, 3rd Project Steering Committee (PSC) meeting. Monitoring and evaluation 			(including all deliverables)
PHASE 4: SPATIAL PROPOSALS & CONSULTATION	<ul style="list-style-type: none"> Spatial concept diagram and supporting text Final vision statement Spatial strategies maps and supporting text Draft MSDF Report and maps Stakeholder engagement: <ul style="list-style-type: none"> - 3rd PTC meeting and 4th PSC Meeting, Advertisement of draft SD 	25%	3 Months	SPATIAL PROPOSALS & CONSULTATION REPORT (Consultation Report with Consultation Registers included)
PHASE 5: IMPLEMENTATION FRAMEWORK	<ul style="list-style-type: none"> Draft set of policies Draft set of guidelines Draft Capital investment framework Draft Implementation Framework Stakeholder engagement: <ul style="list-style-type: none"> - Public open house, 4th PTC meeting, 5th PSC meeting 	20%	2 Months	IMPLEMENTATION FRAMEWORK REPORT (including Capital Investment Framework and all deliverables)
PHASE 6: FINAL MUNICIPAL SDF	<ul style="list-style-type: none"> MSDF final report, Executive Summary, brochures, pamphlets or posters Sector plan alignment proposals and discussions Identified and delineated local plans/ precinct plans IDP and SDF alignment proposals and discussions Stakeholder Engagement: 5th PTC Meeting and 6th PSC Meeting, Council Approval, notice of adoption in gazette. 	10%	2 Months	FINAL MUNICIPAL SDF (including all deliverables as set out in SDF Guidelines)
RETENTION		10%		



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

TOTAL		100%	12 Months	
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10 MANDATORY REQUIREMENTS

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

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

11 CONTENTS OF THE PROJECT PROPOSAL

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

- 11.1 DALRRD considers skills development as an integral part of the out-sourcing process. The process should ensure that skills development and transfer is achieved within the municipality. Proposals should indicate how skills development and transfer would be achieved in the municipality.



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

- 11.2 An additional requirement is that of a capacity building plan for Candidate Town Planners (interns) within the department. The SPLUMS unit employs interns who are currently registered as Candidate Town and Regional Planners and require a range of experience, that the department may not be able to provide, to register as professionals. You are **required to develop a plan identifying how you as the service provider will include the interns in the process of the project and at what phases as well as what work they will be required to do and the related outputs of each task given to them.** This will allow them to gain experience in certain tasks.
- 11.3 Progress on skills transfer to be part of the monthly progress report.
- 11.4 An executive summary of the key issues covered in the Proposal.
- 11.5 A profile of each employee/company to work on the project with clear references to similar and related work undertaken in the past with clear evidence where a person member participated in or managed certain projects in the past which bears relevance to the work at hand. Clear indication of actual roles and responsibilities must be presented with verifiable proof.
- 11.6 General methodology for undertaking work of this nature. The methodology should also indicate the project milestones that will be used to measure the project progress.
- 11.7 Certified copies of all certificates, references, professional registration and related certification for all members of the proposed team must be attached.
- 11.8 Evidential and documentary proof of professional qualification, registration and affiliation. For instance, if a team member claims to be a Professional Planner, a copy of the registration with the South African Council for Planners (SACPLAN) is required.
- 11.9 Any other information relevant to the determination of the suitability of the interested bidder for this project should be listed.
- 11.10 The following technical information must be submitted with the bid proposal:



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

- a) Relevant professional experience of the team leader and core supporting experts;
- b) Organizational, managerial and technical ability;
- c) Full CV's of all proposed team members;
- d) Minimum 3 contactable current and previous client references for 3 different clients;
- e) Associations and Professional Affiliations of companies and individuals;

12 INFORMATION GATHERING

- 12.1 The selected service provider will be expected to contact all the relevant officials and units within all spheres of government and other stakeholders of government or any entity holding information relevant to the project to obtain relevant information that will be required for the project when a need arises.
- 12.2 Existing information, which is available within the DALRRD Branch: Spatial Planning and Land Use Management (SPLUM) will be made available to the appointed service provider during the execution of the project.
- 12.3 In the case where a letter to confirm and motivate for requesting information from the different spheres of government or parastatals is required, the Department will provide the requested letter.
- 12.4 Notwithstanding anything written in these terms of reference, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.

13 TERMS AND CONDITIONS OF THE BID

- 13.1 Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management general contract conditions.
- 13.2 The DALRRD and successful Service Provider(s) will sign a Service Level Agreement upon appointment. Such a Service Level Agreement will include the following:
 - a) Period of agreement;
 - b) Project objectives and scope;



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

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

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

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

13.5 Project team members must be available for the duration of the project, the service provider is not allowed to change the composition without prior consent of the DALRRD.

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

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



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

- 13.8 Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 13.9 Financial penalties will be imposed for agreed upon milestones, targets, and deadline not met without providing:
- a) Timely notification of such delays.
 - b) Reasons for the delays.
 - c) Supporting evidence that the delays were outside of the influence of the service provider.
- 13.10 Payment will ONLY be made as per deliverables and upon SATISFACTION of services rendered or good and quality products delivered. Therefore, original invoices submitted for payments must be submitted for payment with relevant supporting documents. No copies or e-mailed invoices will be processed.
- 13.11 Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverable criteria as stipulated in the General Conditions of Contract.
- 13.12 Original invoices to substantiate all costs must be provided. The invoices should include the Department of Rural Development and Land Reform order number that will be provided to the selected service provider upon acceptance of the proposal.
- 13.13 When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DALRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DALRRD.
- 13.14 The department reserves the right not to appoint anyone.
- 13.15 No material or information derived from the provision of the services under the contract may be used for any other purposed except for those of the DALRRD, except where duly authorized to do so in writing by the DALRRD.
- 13.16 Copyright in respect of all documents and data prepared or developed for the project by the Service Provider shall be vested in DALRRD.



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

- 13.17 The successful Service Provider agrees to keep confidential all records and information related to the project and not disclose such records or information to any third party without the prior written consent of DALRRD.
- 13.18 Monthly reports for the duration of the project will be forwarded by the service provider to the Free State office of the DALRRD – Spatial Planning and Land Use Management Services (SPLUMS) situated in Bloemfontein on the 1st working day of every month. The service provider will be required to report via a written and electronic report.

14 REPORTING AND ACCOUNTABILITY

- 14.1 All team members must be available for the duration of the project and the service provider is not allowed to change the composition without prior consent of the department.
- 14.2 During the execution of the project, the service provider will be required to submit progress reports and attend meetings at intervals as it will be determined by the project team or steering committee managing the project.
- 14.3 All information captured and or used to generate the outputs of the project remains the property of DALRRD and must be handed over in its totality when the project is closed. DALRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and DALRRD. This agreement must be reached and signed off together with the project plan before the project commences.

15 EVALUATION CRITERIA

- 15.1 **Second Stage-Evaluation in terms of 80/20 Preference Points System**
- Only Bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

15.2 Calculation of points for price

- The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Thus, bidders who provide the lowest management fee will get full 80 points for price.

15.3 POINTS AWARDED FOR SPECIFIC GOALS

- 15.3.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 15.3.2. 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.

Table 1: 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.)



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

16 PROJECT MANAGEMENT WITHIN DALRRD

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

17 OUTCLAUSE

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



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO DEVELOP A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) WITHIN A PERIOD OF 12 MONTHS FOR MANTSOPA LOCAL MUNICIPALITY.

18 PUBLICATION

- 18.1 E-tender/ National Treasury Portal
- 18.2 DALRRD Website

19 BRIEFING SESSION

NONE

20 CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

**DIRECTOR: SPATIAL PLANNING AND LAND USE MANAGEMNET SERVICES
FREE STATE (SPLUMS FS)
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL
DEVELOPMENT, OMNI CENTRE, 73 ALI WAL STREET, BLOEMFONTEIN, 9301**

Attention: Mr Danie Schoeman

Telephone: 051 410 5800

Email: danie.schoeman@dalrrd.gov.za

Bid related enquiries

Mr. Gladman Matshe

Tel: 051 400 4200

Email: gladman.matshe@dalrrd.gov.za

Or

Mr. Calvin Mampa

Tel: 051 400 4200

Email: calvin.mampa@dalrrd.gov.za



Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 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 contract 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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)