

BID NO: DLRRD EC: 006 (2026/2027)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE DEVELOPMENT OF A LAND AUDIT AND LAND USE SURVEY WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FOR DR BEYERS NAUDE LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

THERE WILL BE NO COMPULSORY BRIEFING SESSION

Tender documents can be downloaded for free on the Departmental website (www.dlrrd.gov.za) or visit National treasury website eTender Portal or A non-refundable tender deposit of R100.00 payable by cash is required on collection of the tender documents. (Only cash will be accepted)

Documents must be collected during working hours between 08h30 to 16h00 from Department of Land Reform & Rural Development as from Monday 24 August 2026

CLOSING DATE: 14 SEPTEMBER 2026 @ 11H00

TECHNICAL ENQUIRIES : Ms Afikile Mtwla
TEL : 043 722 0536
EMAIL : afikile.mtwla@dlrrd.gov.za

BID RELATED ENQUIRIES : Mr Victor Gazi/ Ms B. Lengisi
TEL : 043 701 8182 or 043 701 8150
EMAIL : victor.gazi@dlrrd.gov.za or babalwa.lengisi@dlrrd.gov.za

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

**DEPARTMENT OF LAND REFORM & RURAL DEVELOPMENT
BLOCK H, OCEAN TERRACE VIEW
15 COUTTS STREET
QUIGNEY
EAST LONDON
5201**



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



Directorate: Finance and Supply Chain Management, P. O Box 1716, Quigney, EAST LONDON, 5201. Block H, Ocean Terrace, Quigney, EAST LONDON. Tel (043) 7430078; Fax (043) 743 0532

Enquiries: B. Lengisi/V.Gazi

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

BID NUMBER: DLRRD EC: 006 (2026/2027)

BID DESCRIPTION: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE DEVELOPMENT OF A LAND AUDIT AND LAND USE SURVEY WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FOR DR BEYERS NAUDE LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

CLOSING DATE: 14 SEPTEMBER 2026

CLOSING TIME: 11H00

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

1. Attached please find the LA1.1; LA1.2; Terms of Reference; (Pricing schedule) SBD 3.3; SBD 1; Authority of Signatory; SBD 4; SBD 6.1; General Conditions of Contract 2010 (GCC) furnish us with a bid proposal.
2. The attached forms must be completed in detail and returned with your proposal. Bid proposals must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid Number, Bid Description and closing date and time.
3. Emailed and Late Tenders will not be accepted.
4. **Tender document can be placed in the bid box at the foyer of the Block H, Ocean Terrace view, 15 Coutts Street, Quigney, East London to Department of Land Reform & Rural Development.**

Yours faithfully,

Deputy Director: Supply Chain Management

Date:



Branch: Spatial Planning and Land Use Management
Directorate: Spatial Planning and Land Use Management Services - Eastern Cape
Ground Floor - Block F, Ocean Terrace, Quigney, East London, TEL: 043 – 722 0536, FAX: 043 - 722 0551.

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1. INTRODUCTION

- 1.1. The Department of Land Reform and Rural Development (DLRRD) requires the services of one (1) firm or a consortium of suitably qualified firms to develop a comprehensive Land Audit and Land Use Survey for the Dr Beyers Naude Municipality within a period of eighteen (18) months.
- 1.2. The municipality requires a comprehensive land audit and land use survey to establish an accurate, reliable and integrated understanding of land ownership, legal status and land utilisation within its area of jurisdiction.
- 1.3. Ultimately, the implementation of a comprehensive Land Audit and Land Use Survey will assist the municipality in promoting sustainable development, improving service delivery, and ensuring informed, transparent and accountable land management practices.
- 1.4. The assignment must be implemented as a comprehensive land audit and land use survey process that integrates cadastral, ownership, valuation roll, land use, zoning and spatial datasets into a single verified evidence base. The process must include data sourcing, cadastral verification, ownership verification, valuation roll comparison, exception analysis, land use confirmation, GIS database development, quality assurance and final handover of all spatial and non-spatial datasets.
- 1.5. The land audit component must not be limited to municipal-owned properties only but must enable the Municipality and the Department to understand the status of all land parcels within the municipal jurisdiction, including registered land, unregistered approved land, unalienated or unsurveyed state land, land parcels with ownership or cadastral discrepancies, and properties requiring further investigation.

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2. PURPOSE

- 2.1. The purpose of this document is to set out the terms of reference on which professional teams should base their project proposals for the preparation of a Land Audit and Land Use Survey for the Dr Beyers Naude Local Municipality. Project proposals should clearly state the approach to be adopted, the proposed methodology, relevant experience, timeframes, program and associated budget, the proposed team members and the training plan for the identified unemployed youth.
- 2.2. The project proposals must clearly demonstrate the bidder's methodology for data acquisition, cadastral verification, Deeds and valuation roll analysis, land use survey, exception resolution, GIS database development, quality assurance, reporting, stakeholder engagement, skills transfer and final data handover.
- 2.3. The methodology must explain how the bidder will source cadastral, Deeds, valuation roll, zoning, land use, imagery and municipal property data; assess completeness and accuracy; validate parcel identifiers; match approved cadastral parcels to Deeds and valuation roll records; identify registered, unregistered and unalienated land; conduct field verification; identify and classify exceptions; develop the GIS database and metadata catalogue; undertake quality assurance; and hand over final datasets, reports and supporting evidence.

3. PROBLEM STATEMENT

- 3.1. The Dr Beyers Naude Local Municipality has identified the need to conduct a comprehensive land investigation and audit to determine the land that is owned by the Municipality in all its jurisdiction areas, as enthused among others by the following:
 - Council not knowing the number of properties in its possession;
 - Inaccuracy of information contained in the Municipal Valuation Roll against that which is held at the Deeds Office;
 - The Council wishes to generate more revenue with these properties as they are currently not in use and have potential for different economic activities. However, a challenge exists as there is less certification pertaining to ownership.

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- The absence of an integrated and verified cadastral, ownership, valuation roll, zoning and land use database limits the Municipality's ability to determine the full extent, ownership status, development potential and revenue implications of land within its jurisdiction. This creates uncertainty in relation to municipal asset management, land use compliance, development planning, property rating, service delivery planning and the identification of land suitable for investment or public use.
- The project must therefore address data gaps, inconsistencies and misalignments across cadastral records, Deeds records, valuation roll records, land use information and zoning data. Particular attention must be given to properties that are registered but not reflected in the valuation roll, properties reflected in the valuation roll but not registered, unregistered approved parcels, missing diagrams, duplicate records, out-of-boundary records and other exceptions that affect the integrity of municipal land information.

4. LEGISLATIVE CONTEXT

- 4.1. The development of a land audit and land use survey within a municipal context is informed by a range of national legislative frameworks that guide spatial planning, land management, governance and service delivery in South Africa.
- 4.2. The Spatial Data Infrastructure Act, 2003 (Act 54 of 2003), together with applicable national spatial information standards, must guide the collection, custodianship, metadata creation, sharing and long-term management of all spatial datasets produced through this assignment. All spatial datasets must be structured for integration into municipal, departmental and intergovernmental GIS environments.
- 4.3. The Deeds Registries Act, 1937, the Land Survey Act, 1997, the Spatial Planning and Land Use Management Act, 2013, the Municipal Property Rates Act, 2004, and the Municipal Systems Act, 2000 must be applied collectively to ensure that the land audit supports legally defensible land ownership verification, cadastral validation, valuation roll improvement, land use management and municipal planning.

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5. STUDY AREA

- 5.1. Dr Beyers Naudé Local Municipality, spatially the third largest Local Municipality in the country, is well-positioned as a portal to the mystical Karoo, in a region renowned for its pristine natural environment, rich heritage, diverse peoples and cultures.
- 5.2. The vast area ($\pm 28,690 \text{ km}^2$ in extent) includes the towns of Graaff-Reinet, Willowmore, Aberdeen, Jansenville, Steytlerville, Nieu-Bethesda, Klipplaat and Rietbron; plus a number of smaller settlements and surrounding farms.
- 5.3. It boasts several very popular tourist attractions, beautiful landscapes and a healthy climate. The town of Graaff-Reinet, 4th oldest in South-Africa and referred to as the “Gem of the Karoo”, is a hub of agri-tourism activity; it is the political and administrative seat of the Municipality and is the centre where the biggest concentration of the population lives and works.
- 5.4. The second largest town is Willowmore, also with a strong and vibrant tourism and agricultural sector. Willowmore should be viewed as a strategically well-positioned centre for managing and co-ordinating service-delivery & public participation in the southernmost part of the Municipal area.

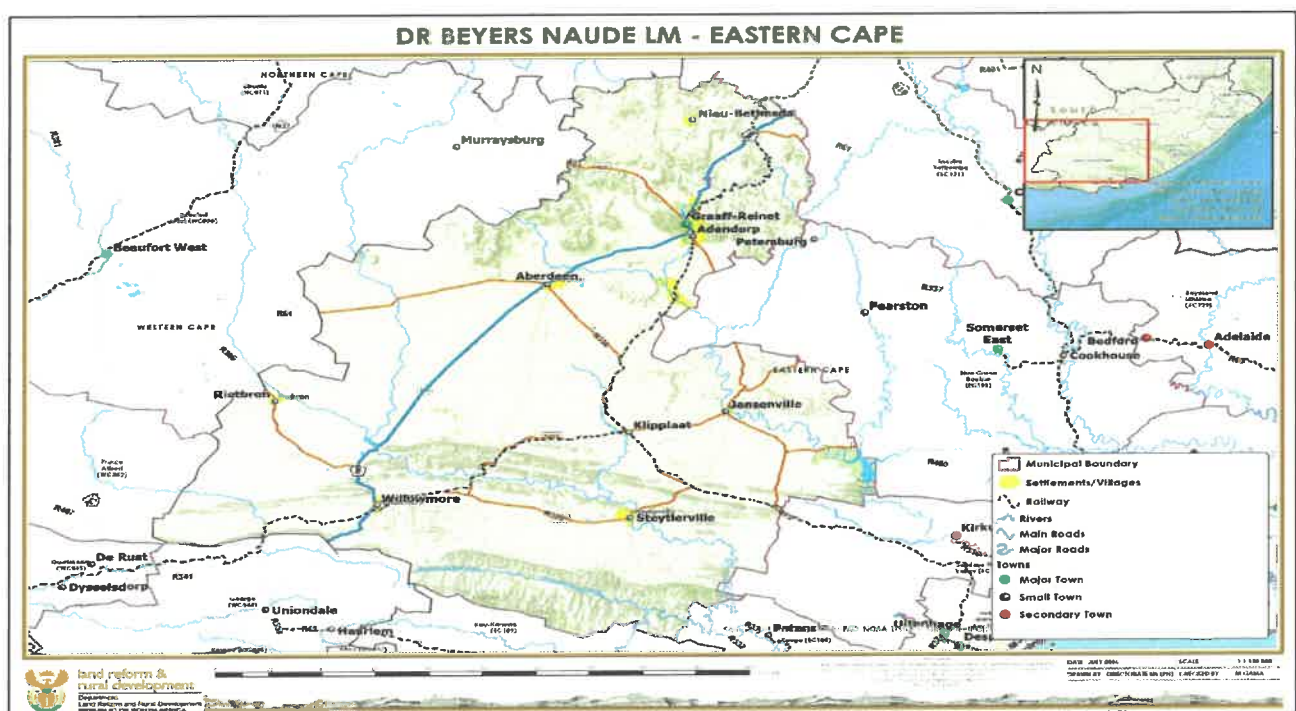


Figure 1 Dr Beyers Naude Local Municipality Jurisdiction

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6. OBJECTIVES AND SCOPE OF WORK

- 6.1. The objective of the project is to conduct a comprehensive technical investigation that will:
- Provide detailed verified information regarding the ownership of all land parcels within the Dr Beyers Naude Local Municipality.
 - Provide detailed information on land uses, zoning and activities (legal and illegal) on the land parcels.
 - Create a user-friendly and easy-to-update GIS database with useful fields that will assist with land use management and control for the municipality.
- 6.2. **The service provider is expected to do the following tasks:**
- Develop a system that will provide property information on land use and zoning information, including generation of zoning certificates for the sole use of the municipality and that may be integrated into the existing municipal land administration systems;
 - Identify illegal land uses and the ownership for all properties and land parcels within the jurisdiction of the Municipality with certification of a Title Deed and/or substantiated by the records in the Deeds Office;
 - Source the original Title Deeds for the mother erven within the jurisdiction of the Municipality;
 - Compile an accurate land register that provides detailed information for all the properties found in the Municipality depicting ownership, extent, zonings, current uses, location;
 - Develop an automated computer form/application that will generate a Zoning Certificate Report for any registered property within the municipality;
 - Verify all land parcels within the municipal jurisdiction by comparing approved cadastral data with Deeds information, municipal valuation roll data, zoning information, land use information and other available municipal or departmental datasets;
 - Determine land that is owned by the Municipality, privately-owned land and state-owned land and determine potential implications of ownership;
 - Investigate devolved or dissolved properties that may not yet be registered as such and prepare a register reflecting the current status of said parcels;
 - Distinguish between registered land parcels, unregistered approved land parcels, unalienated or unsurveyed state land, municipal-owned land, state-owned land, privately owned land, sectional title properties, traditional or communal land areas, and properties with unresolved ownership or cadastral discrepancies;

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- Identify and document exceptions arising from mismatches between cadastral, Deeds, valuation roll, zoning and land use information, including properties appearing in the valuation roll but not in the registered layer, properties registered but not reflected in the valuation roll, missing SG diagrams, duplicate records, incorrect property descriptions, out-of-boundary records, consolidated properties, subdivided properties and relayed or renumbered properties;
- Develop a comprehensive GIS-ready land audit database containing spatial and non-spatial datasets, including approved cadastral data, registered land, unregistered land, ownership information, valuation roll information, zoning information, land use information, sectional title information, unalienated state land, gaps, exceptions, metadata and supporting source records. The platform on which all the data informants are “contained” should be integrated seamlessly with the existing municipal GIS environment.

6.3. Minimum Requirements for GIS:

- All spatial information collected should be submitted in GIS-capable file format (shapefile, geodatabase, layer file, data package, mxd files) for use in a GIS. The shapefiles must have clear attribute information that differentiates the Land Audit and Land Use Survey constructs 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 and SANS 1878. Ownership of all metadata, data and spatial information generated and collected from this assignment vests in DLRRD. DLRRD will become the custodian of all spatial information collected.
- The GIS platform on which the GIS data deliverables are accessed should be seamlessly integrated with the existing municipal GIS environment;
- All metadata must comply with the applicable South African spatial metadata standards determined under the Spatial Data Infrastructure Act, 2003, including SANS 1878-1: South African spatial metadata standard: Part 1: Core metadata profile, SANS 19115: Geographic information — Metadata, and SANS 19115-2: Geographic information — Metadata — Extensions for imagery and gridded data, where relevant. The service provider must also apply any applicable South African spatial information standards for feature cataloguing, data dictionaries, unique identifiers, data quality reporting and spatial information sharing to ensure that datasets can be discovered, understood, reused, integrated and maintained within municipal, departmental and national spatial data infrastructure environments.

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- All maps in the report should be the same size as the report document;
- Maps must be numbered and listed in the page of contents;
- All the text in the maps and the legends must be legible;
- The same map template/layout must be used throughout the document for the sake of consistency;
- All maps should have the basic map elements, namely, a title, a north arrow, a legend, scale bar.
- All the features on the map must be explained in the legend;
- Symbolology and colours must adhere to basic cartographic principles, colour coding.
- All mapping must be developed at an appropriate scale;
- Maps in Microsoft Word must have the corresponding Map Document (MXD) ready to be accessed in ArcGIS.

6.4. Project Deliverables are as follows:

- The final GIS database must include, at minimum, the following datasets: approved cadastral layer; registered land layer; unregistered approved land layer; unalienated or unsurveyed state land layer; municipal-owned land layer; state-owned land layer; privately owned land layer; sectional title dataset; valuation roll dataset; ownership dataset derived from Deeds and municipal records; zoning layer; existing land use layer; illegal occupation or encroachment layer represented by the most current georeferenced drone imagery, where identified; vacant and underutilised land layer; out-of-boundary or disputed parcels layer; exception register; gaps and unresolved records layer; metadata catalogue; and supporting source data index. Each dataset must include clear attribute fields, unique property identifiers, source references, data quality notes, date of capture, date of verification, responsible data custodian, confidence level and any outstanding issues requiring further investigation;
- Ten (10) copies of A0 maps with an overlay of these land parcels indicating their zonings;
- Two copies of USBs with GIS spatial datasets of the above, the report and high-resolution photographs in JPEG format. All sourced imagery should be georeferenced;
- The final documentation (Land Audit and Land Use Survey Reports) should be in the form of both hard and electronic versions (MS Word and PDF) of core documents and maps.

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- **The service provider must submit the following minimum deliverables for review, acceptance and final handover by the Department and Municipality:**
 1. Inception Report, including the confirmed project scope, implementation methodology, work plan, stakeholder engagement plan, communication protocol, risk register, quality assurance approach, data request register and detailed deliverables schedule.
 2. Source Data Assessment Report, including all datasets requested, received and assessed, the source data register, data quality findings, gaps, limitations, risks, custodianship details and proposed corrective actions.
 3. Cadastral and Ownership Verification Report, including verified cadastral records, Deeds ownership information, LPI Code (21-digit SG code) validation, property description checks, ownership categories, unresolved ownership issues and supporting evidence.
 4. Valuation Roll Reconciliation Report, including comparison between the approved cadastral data, Deeds records and municipal valuation roll, with clear identification of missing records, duplicate records, unmatched properties, incorrect property descriptions and revenue-related data gaps.
 5. Land Use Survey Report, including the fieldwork methodology, verified existing land uses, zoning comparison, illegal occupation or encroachment observations, vacant and underutilised land, photographic evidence through scheduled drone flights within the contract period and up-to-date geo-referenced drone imagery integrated to municipal GIS environment), GPS coordinates and field verification records.
 6. Exception Register and Correction Report, including all cadastral, Deeds, valuation roll, zoning, land use and spatial data exceptions, the cause of each exception, action taken, responsible party, status of resolution and outstanding matters requiring municipal or departmental follow-up.
 7. GIS Database and Spatial Data Package, including all spatial layers, geodatabases, shapefiles, attribute tables, data dictionaries, topology validation results, metadata, map layouts, source data index and final GIS project files in formats agreed with the Department and Municipality.
 8. Map Book and Thematic Maps, including maps showing ownership categories, land use, zoning, municipal-owned land, state-owned land, privately owned land, vacant and underutilised land, exceptions, illegal occupation or encroachment areas, and any other agreed thematic outputs.
 9. Quality Assurance Report, including evidence of topology checks, duplicate checks, LPI Code (21-digit SG code) validation, attribute completeness checks, Deeds and valuation roll matching, metadata compliance review, map quality review and final dataset sign-off.

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10. Final Land Audit and Land Use Survey Report, including executive summary, methodology, legislative alignment, findings, analysis, verified datasets, maps, tables, risks, recommendations, implementation considerations and annexures containing supporting evidence.
11. Skills Transfer and Handover Report, including training materials, attendance registers, handover sessions, user guidance notes, data maintenance recommendations and confirmation that municipal officials have received the final datasets and supporting documentation.
12. Close-out Report and maintenance recommendations

7. CRITICAL MILESTONES

- 7.1. The project phases must reflect the full land audit lifecycle, including inception, data acquisition, source data assessment, cadastral verification, Deeds and valuation roll analysis, land use field verification, exception identification, exception resolution, GIS database development, quality assurance, reporting, stakeholder consultation, final handover and close-out. Each phase must include clear outputs, evidence of work completed, quality assurance records and spatial data deliverables.
- 7.2. The following phases and deliverables are required as part of the deliverables of the project:

Table 1: Phases and Deliverables

PHASES	TIME FRAMES	SUBMISSION/OUTPUT
PHASE 1: Project Inception	2 Months	Detailed Inception Report, Detailed Project Plan and Detailed Communication Plan
PHASE 2: Ownership Verification Report	3 Months	Valuation Rolls, Deeds Information, and consolidated ownership database
PHASE 3: Status Quo Report	2 Months	Status Quo Report
PHASE 4: Land use survey and mapping	3 Months	Youth Capacitation Plan and Roll-out Land Use Database
Phase 5: Mapping and Cadastral Boundary Verification	3 Months	GIS Mapping, Field Surveys
PHASE 6: Consultation	2 Months	Consultation Report and Schedule Quality Assurance and Data Verification
Phase 7: Final Land Audit Report	2 Months	Composite Final Land Audit Report, Comprehensive GIS Database Zoning Certificate and Property Information Generating System
Retention	1 month	Close-out Report and Combined Deliverables
Total	18 months	

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- 7.3. In order to deliver on the deliverables stated above, the Land Audit and Land Use Survey should be in the form of text, maps, graphics and photographs. A tabular format shall be used for the purpose of summarising the information collected.
- 7.4. Electronic documents and reports per phase, as per the programme of action, must be made available.
- 7.5. The service provider must submit a detailed breakdown of activities as per phase or major component with a clear timeframe per deliverable.

8. PROJECT PHASES, DURATION AND COST

- 8.1. It is expected that the project be completed in a period of 18 months, effective from the date of appointment. The target dates for each milestone (as well as the associated deliverables) and the amount of financial compensation for the work done are scheduled under Table 2.
- 8.2. Timeframes for the proposed Land Audit and Land Use Survey must strictly be adhered to. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.
- 8.3. Payments must be linked to verified deliverables and not merely to the passage of time. Each invoice must be supported by the relevant phase report, GIS datasets, metadata, quality assurance evidence, meeting records, correction register and written confirmation that the deliverable has been reviewed and accepted by the Department and Municipality.

Table 2: Project Cost and Timeframe

PHASES	% PAYMENT	TIME FRAMES
PHASE 1: Project Inception	10%	2 Months
PHASE 2: Ownership Verification Report	20%	3 Months
PHASE 3: Status Quo Report	20%	2 Months
PHASE 4: Land use survey and mapping	25%	3 Months
Phase 5: Mapping and Cadastral Boundary Verification	10%	3 Months
PHASE 6: Consultation	5%	2 Months
Phase 7: Final Land Audit Report	5%	2 Months
Retention	5%	1 month
Total	100%	18 months

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- 8.4. 5% retention will be paid upon approval by the Department, and all deliverables are submitted to the satisfaction of the Department within 3 months after the final phase has been approved by the Project Steering Committee.
- 8.5. Monthly reports per phase will be forwarded by the service provider to the DLRRD Directorate: Spatial Planning and Land Use Management Services in the Eastern Cape and the nominated official within the relevant municipality.
- 8.6. The service provider will be required to report via a written and electronic report.

9. MANDATORY REQUIREMENTS

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

- 9.1. Compliance with all Tax Clearance requirements: Attach a Valid Tax Clearance Certificate, OR Compliance Tax Status Pin OR Central Supplier Database Number OR Report, where consortium/joint ventures/sub-contractors are involved, each party to the association must submit separate Tax Clearance requirements.
- 9.2. A resolution authorising a particular person to sign the bid documents.in cases of joint venture, each company/entity must submit a separate resolution authorising a particular person to sign the bid documents, including a consolidated resolution letter on behalf of the joint venture.
- 9.3. Letter of agreement signed by all parties in the case of a consortium or joint venture involved must be provided.
- 9.4. Bidders must complete and sign the pricing schedule (SBD 3.3)

TECHNICAL MANDATORY REQUIREMENTS

- 9.5. The Team Leader must hold a tertiary qualification in GIS, Geoinformatics, Geomatics or a related spatial information discipline and must be registered with the South African Geomatics Council (SAGC) as a Geomatics Professional: attach a copy of a valid certificate indicating the registration category **and a letter of good standing.**
- 9.6. The team composition must include a minimum of two Town and Regional Planners who are registered with SACPLAN as Professional Planners: attach copies of valid SACPLAN registration certificates.

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- 9.7. Three team members, in addition to the Team Leader, who are suitably qualified and registered with the South African Geomatics Council (SAGC) as Geomatics Practitioners: attach a copy of a valid certificate indicating the registration category and **a letter of good standing.**
- 9.8. A property valuer registered with SACPVP: attach a copy of a valid certificate indicating the registration category.

10. INFORMATION GATHERING

- 10.1. The selected service provider will be expected to make contact with all the relevant officials and units within all spheres of government and other stakeholders of government or any entity holding information relevant to the project to obtain relevant information that will be required for the project when a need arises.
- 10.2. Existing information, which is available within the DLRRD Branch: Spatial Planning and Land Use Management will be made available to the appointed service provider during the execution of the project.
- 10.3. 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.
- 10.4. **Notwithstanding anything written in these terms of reference, the responsibility for collecting information necessary for the successful execution of the project remains the responsibility of the service provider.**
- 10.5. The service provider must maintain a source data register indicating all datasets requested, received, outstanding, rejected, corrected or replaced during the project. The register must include the data source, custodian, date requested, date received, format, coverage, limitations, quality issues and intended use.
- 10.6. All valuation roll information, ownership information and any other sensitive property information must be handled confidentially and may not be shared with any third party without prior written approval from the Department and Municipality.

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11. TERMS AND CONDITIONS OF THE BID

- 11.1. Awarding of the bid will be subject to the Service Provider's express acceptance of the DLRRD Supply Chain Management general contract conditions.
- 11.2. The successful service provider will be expected to enter into a service level agreement with the Department in respect of the deliverables of the project and will be signed upon appointment.
- 11.3. Service Providers will be informed about the outcome of the bid in writing after the bid has been finalised or adjudicated.
- 11.4. No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the DLRRD, except where duly authorised to do so in writing by the DLRRD.
- 11.5. The successful Service Provider agrees to keep all records and information of or related to the project confidential and not disclose such records or information to any third party without the prior written consent of DLRRD.
- 11.6. The short-listed service providers may be required to do a presentation in person to the Department, at their own cost, should it be deemed necessary to do so.
- 11.7. The service provider should submit an acceptance letter and be available to commence with the project within five (5) working days after receiving an official order and the service level agreement has been signed.
- 11.8. 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.
- 11.9. **Project 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 DLRRD.**
- 11.10. Any deviation from the project plan should be put in writing and signed by the project manager of DLRRD.

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- 11.11. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 11.12. Payments will be on a work-completed basis, i.e. on set milestones as per the project plan.
- 11.13. Financial penalties will be imposed for agreed-upon milestones, targets and deadlines 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.
- 11.14. Payment will **ONLY** be made as per deliverables and upon **SATISFACTION** of services rendered or goods and quality product delivered. Therefore, original invoices submitted for payment must be submitted with relevant supporting documents.
- 11.15. Financial penalties will be imposed if the outputs produced do not meet the agreed-upon deliverables criteria as stipulated in the General Conditions of Contract.
- 11.16. Original invoices to substantiate all costs must be provided. The invoices should include the Department of Land Reform and Rural Development order number that will be provided to the selected service provider upon acceptance of the proposal.
- 11.17. When DLRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DLRRD. This condition will apply for a period to be included in the service level agreement.
- 11.18. The Department reserves the right not to appoint a service provider.
- 11.19. No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the DLRRD, except where duly authorised to do so in writing by the DLRRD.
- 11.20. Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DLRRD.
- 11.21. **It is important that the branding of the Service Provider must not be reflected on any official documents and material submitted to the Department as deliverables.**

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE DEVELOPMENT OF A LAND AUDIT AND LAND USE SURVEY WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FOR DR BEYERS NAUDE LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

- 11.22. 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 DLRRD.
- 11.23. All spatial and non-spatial datasets, reports, metadata, field records, photographs, maps, analysis outputs, correction registers, exception registers and supporting evidence developed through this project shall vest in the Department and Municipality. The service provider may not retain, publish, reuse or distribute such information for any purpose other than the execution of this assignment, unless authorised in writing.

12. REPORTING AND ACCOUNTABILITY

- 12.1. All team members must be available for the duration of the project, and the service provider is not allowed to change the composition without prior consent of the department.
- 12.2. 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.
- 12.3. All information captured and or used to generate the outputs of the project remains the property of DLRRD and must be handed over in its totality when the project is closed. DLRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be reached during the course of the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and DLRRD. This agreement must be reached and signed off together with the project plan before the project commences.
- 12.4. Progress reporting must include both narrative and technical reporting. Each monthly report must indicate work completed, datasets received, datasets processed, fieldwork completed, properties verified, exceptions identified, exceptions resolved, outstanding issues, risks, dependencies, quality assurance checks completed and work planned for the next reporting period.

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13. EVALUATION CRITERIA

- 13.1. The bidders are required to submit a clear and concise project proposal that responds fully to the requirements of these Terms of Reference and supports ease of evaluation by the Evaluation Panel.
- 13.2. The bidders are required to complete and submit the provided checklist (**ANNEXURE A**), for ease of reference, with the proposal. **Please note:** This **ANNEXURE A** should be placed after the Contents Page of the proposal document.
- 13.3. The purpose of this checklist is to enable the Evaluation Panel to locate easily and accurately each and every evaluation requirement in the bidder's document/proposal.
- 13.4. The 80/20 preference points system, as prescribed in the Preferential Procurement Policy Framework Act (PPPFA), will be applied to evaluate this bid.
- 13.5. This bid shall be evaluated in **three** stages. In the first stage, bids will be evaluated on mandatory requirements. Bids that **fail to meet all the mandatory requirements** as set out in **Section 9** of these Terms of Reference will be disqualified and not progress to stage 2 evaluation for functionality.
- 13.6. The second stage of the bid evaluation will be on functionality, and the third stage is in accordance with the 80/20 preference points system as stipulated in 14.4. above. *The Bids that fail to achieve 60 points for functionality will be disqualified.*
- 13.7. **Second Stage-Evaluation of Functionality**
Functionality will be evaluated by independent members of the Bid Evaluation Committee in accordance with the functionality criteria and values illustrated in the table below. The applicable values that will be utilised when scoring each criterion range from 0 being below minimum requirement, 1 being poor, 2 being average, 3 being good, 4 being very good, and 5 being excellent.

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Table 3: Evaluation Criteria - Functionality

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
CAPABILITY Competency and track record of the company	The company must demonstrate successful completion of land audit, land use survey, cadastral verification, valuation roll reconciliation, Deeds analysis, GIS database development, or municipal spatial planning projects of a similar nature, scope and complexity. Reference letters must be on the clients' official letterheads, duly signed by the client, and must clearly state the type of service or previous work successfully performed by the service provider, the duration of the service, the project scope, the quality of performance, and the name, designation and contactable details of the signatory. Appointment letters, completion certificates and examples of relevant deliverables may also be submitted as supporting evidence. Score rating: Reference letters or evidence of successfully completed relevant project covering land audit, land use survey, cadastral verification, valuation roll reconciliation or GIS database work included in the submission demonstrating competency: 1. No Submission – 0 Points 2. Inadequate or irrelevant experience – 1 Point 3. Adequate and relevant experience – 3 Points 4. Exceptional demonstration of relevant experience – 5 Points	30
RESOURCES		
Project Leader	The Project Leader must hold a relevant tertiary qualification in GIS, Geoinformatics, Geomatics, Spatial Information, Land Administration or a related built environment/spatial information discipline and must be registered with the South African Geomatics Council (SAGC) as a Geomatics Professional, as required under the technical mandatory requirements. The Project Leader must demonstrate experience in leading land audit, land use survey, GIS, cadastral verification, land administration, valuation roll reconciliation or municipal spatial planning projects. Attach a copy of qualification, relevant parts of the CV detailing relevant experience to proposed project, contactable references and a signed availability letter. Score rating: 1. Project Leader with the required qualification and valid SAGC registration as a Geomatics Professional, but with less than 5 years' relevant project leadership experience – Poor = 1 2. Project Leader with the required qualification, valid SAGC registration as a Geomatics Professional and 5 years but less than 8 years' relevant project leadership experience – Average = 2 3. Project Leader with the required qualification, valid SAGC registration as a Geomatics Professional and 8 years but less than 10 years' relevant experience leading GIS, land audit, cadastral verification, land use survey or municipal spatial planning assignments – Good = 3 4. Project Leader with the required qualification, valid SAGC registration as a Geomatics Professional and more than 10 years but less than 15 years' relevant experience, including leadership of comparable municipal land audit, land use survey or GIS database assignments – Very Good = 4 5. Project Leader with the required qualification, valid SAGC registration as a Geomatics Professional and 15 or more years' relevant experience leading comparable municipal land audit, land use survey, cadastral verification, GIS database and land administration projects – Excellent = 5	10

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GISc Practitioners / Spatial Data Specialists	The bidder must provide a minimum of three suitably qualified GIS or spatial information resources registered with the South African Geomatics Council (SAGC) as Geomatics Practitioners (Technologists and/or Technicians. The GIS team must demonstrate experience in cadastral data verification, SGCode validation, GIS database design, spatial analysis, topology checks, metadata preparation, mapping, field data integration and spatial data handover. Attach qualifications, detailed CVs, proof of valid SAGC registration as Geomatics Professionals, letters of good standing, contactable references and signed availability letters for each proposed GIS or spatial information resource. Score rating: 1. Minimum of three SAGC-registered Geomatics Practitioners provided, but team has less than 5 years' relevant experience per practitioner in land audit, cadastral verification, GIS database or spatial data management assignments – Poor = 1 2. Minimum of three SAGC-registered Geomatics Practitioners provided, with 5 years but less than 8 years' relevant experience per practitioner – Average = 2 3. Minimum of three SAGC-registered Geomatics Practitioners provided, with 8 years but less than 10 years' relevant experience per practitioner – Average = 3 4. Minimum of three SAGC-registered Geomatics Practitioners provided, with 10 years but less than 12 years' relevant experience per practitioner and evidence of cadastral verification, GIS mapping or land audit GIS database work – Good = 4 5. Minimum of three SAGC-registered Geomatics Practitioners provided, with 12 or more years' relevant experience per practitioner and proven outputs in municipal land audit, cadastral verification, SDI-aligned metadata, GIS database design, QA and spatial data handover – Excellent = 5	10
Town Planning and Land Use Management Professionals	The bidder must provide a minimum of two Town and Regional Planning Professionals registered with SACPLAN as Professional Planners. The planners must demonstrate experience in SPLUMA, municipal land use schemes, zoning interpretation, land use surveys, spatial planning, development potential assessment and municipal planning legislation. Attach qualifications, detailed CVs, proof of valid SACPLAN registration as Professional Planners, contactable references and signed availability letters for each proposed planner. Score rating: 1. Minimum of two SACPLAN-registered Professional Planners provided, but with less than 5 years' relevant experience per professional in land use management, land audit, land use survey or zoning verification projects – Poor = 1 2. Minimum of two SACPLAN-registered Professional Planners provided, with 5 years but less than 7 years' relevant experience per professional land use management, land audit, land use survey or zoning verification projects – Average = 2 3. Minimum of two SACPLAN-registered Professional Planners provided, with 7 years but less than 10 years' relevant experience per professional land use management, land audit, land use survey or zoning verification projects – Good = 3 4. Minimum of two SACPLAN-registered Professional Planners provided, with more than 10 years but less than 12 years' relevant experience per professional land use management, land audit, land use survey or zoning verification projects – Very Good = 4 5. Minimum of two SACPLAN-registered Professional Planners provided, with 12 or more years' relevant experience per professional land use management, land audit, land use survey or zoning verification projects – Excellent = 5	10

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE DEVELOPMENT OF A LAND AUDIT AND LAND USE SURVEY WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FOR DR BEYERS NAUDE LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

Property Valuer / Deeds and Valuation Roll Specialist	The bidder must provide a Property Valuer registered with the South African Council for the Property Valuers Profession (SACPVP). The Property Valuer or supporting specialist must demonstrate experience in valuation roll analysis, Deeds data interpretation, property register development, ownership verification, municipal revenue-related land information analysis and reconciliation of valuation, cadastral and Deeds records. Attach qualification, detailed CV, proof of valid SACPVP registration, contactable references and signed availability letter. Score rating: 1. SACPVP-registered Property Valuer provided, but with less than 5 years' relevant experience in valuation, Deeds, property register, ownership verification or municipal land audit assignments – Poor = 1 2. SACPVP-registered Property Valuer provided, with 5 years but less than 7 years' relevant experience in valuation, Deeds, property register, ownership verification or municipal land audit assignments – Average = 2 3. SACPVP-registered Property Valuer provided, with 7 years but less than 10 years' relevant experience in valuation roll, Deeds analysis, property register or ownership verification work – Good = 3 4. SACPVP-registered Property Valuer provided, with more than 10 years but less than 12 years' relevant experience, including valuation roll reconciliation, Deeds interpretation and cadastral or property register integration – Very Good = 4 5. SACPVP-registered Property Valuer provided, with 12 or more years' relevant experience integrating Deeds, valuation roll and cadastral data for municipal land audit, property register, revenue enhancement or land administration purposes – Excellent = 5	10
METHODOLOGY AND PROJECT MANAGEMENT	Quality and relevance of the proposed methodology, implementation plan, project management arrangements, data acquisition approach, fieldwork methodology, cadastral verification process, Deeds and valuation roll reconciliation approach, land use survey method, GIS database development approach, metadata and South African spatial data standards compliance, quality assurance process, stakeholder engagement, reporting mechanism, risk management and handover plan. Score rating: 1. Methodology does not outline the requirements as specified in the TOR – Poor = 0 2. Methodology inadequately or poorly addresses the requirements in the TOR – Average = 1 3. Methodology adequately addresses all requirements in the TOR – Good = 3 4. Methodology adequately addresses all requirements in the TOR with additional value-adding quality assurance, metadata, field verification or data integration measures – Very Good = 4 5. Methodology exceptionally specifies how the project will be delivered and includes a practical work plan, clear milestones, QA and correction process, South African metadata standards compliance, data governance, risk management, stakeholder validation, skills transfer, GIS database handover and value-added tools or dashboards that improve municipal implementation – Excellent = 5	15

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	Skills Transfer and Youth Capacitation Plan	15
	The bidder is expected to draft a detailed youth capacitation plan and skills that will be utilised in the execution of the project (in particular, land use surveys) when developing the capacitation plan for the youth in the region when conducting the Land Use Survey portion of the project. The more information provided in line with what is required, the higher the points. Score rating: 1. Youth Capacitation Plan does not outline the requirements as specified in the TOR – Poor = 0 2. Youth Capacitation Plan inadequately or poorly addresses the requirements in the TOR – Average = 1 3. Youth Capacitation Plan adequately addresses all requirements in the TOR – Good = 3 4. Youth Capacitation Plan adequately addresses all requirements in the TOR with additional value-adding quality assurance, metadata, field verification or data integration measures – Very Good = 4 5. Youth Capacitation Plan exceptionally specifies how the youth will be capacitated, skills transfer and timeframes with additional value-adding quality assurance, metadata, field verification or data integration measures – Excellent = 5	
TOTAL POINTS ON FUNCTIONALITY		100

13.8. Third Stage – Evaluation in terms of the 80/20 Preference Points System

Only bids that achieve the minimum qualifying score for the second stage will be evaluated further in accordance with the 80/20 preference points system prescribed in the Preferential Procurement Regulations.

13.9. Calculation of total points scored for price and specific goals status

The points scored for price must be added to the points scored for specific goals to obtain the bidder's total points scored out of 100. Bids that achieve the minimum qualifying score for the Second Stage of 60 points out of 100 points will be evaluated further in accordance with the price.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality Promotion of Eastern Cape-owned enterprise (Provide proof e.g. valid letter from municipality, PTO, landlord, councillor, not limited to the list)	3		

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE DEVELOPMENT OF A LAND AUDIT AND LAND USE SURVEY WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FOR DR BEYERS NAUDE LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

- 13.10. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract. It is expected that the consultant will regularly effect all recommended amendments before the plan or document is resubmitted to relevant stakeholders. *The Department of Land Reform and Rural Development reserves the right not to award the bid to any service provider, or to various Service Providers.*

14. PROJECT MANAGEMENT WITHIN DLRRD

- 14.1. This project will be facilitated by a project management team consisting of officials from the Department of Land Reform and Rural Development, Dr Beyers Naude Local Municipality and any other officials or stakeholders appointed by the Department. The project management team will provide strategic oversight, review deliverables, facilitate access to relevant data, coordinate municipal validation and monitor compliance with the approved project plan.

15. OUTCLAUSE

- 15.1. The Department of Land Reform and Rural Development reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.
- 15.2. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.
- 15.3. The Department reserves the right to terminate the contract where the service provider fails to submit technically acceptable deliverables, fails to comply with agreed timeframes, fails to maintain the approved project team, fails to provide required GIS datasets and metadata, or fails to correct material errors identified during review.

16. BRIEFING SESSION

- No briefing session

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE DEVELOPMENT OF A LAND AUDIT AND LAND USE SURVEY WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FOR DR BEYERS NAUDE LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

17. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

Technical Enquiries	Supply Chain Management Enquiries
Ms. Afikile Mtwla Professional Town and Regional Planner – SPLUM EC Tel: 072 460 6430 E-mail: afikile.mtwla@dlrrd.gov.za	Mr. Victor Gazi Assistant Director: Demand and Acquisition -SCM-EC Tel: (043) 701 8182 E-mail: Victor.Gazi@dlrrd.gov.za

18. APPROVAL

These Terms of Reference/ Specifications were approved as follows:

Approved/ ~~not approved~~



MR. ANDILE CEKISO

CHAIRPERSON: BID SPECIFICATION

DATE: 18/08/2026



MR. CHALO MWIMBA

MEMBER: BID SPECIFICATION COMMITTEE

DATE:

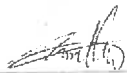


MS. ANDISWA SPELMAN

MEMBER: BID SPECIFICATION COMMITTEE

DATE: 19/08/2026

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE
DEVELOPMENT OF A LAND AUDIT AND LAND USE SURVEY WITHIN A PERIOD OF EIGHTEEN (18)
MONTHS FOR DR BEYERS NAUDE LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE



MS. PRISCILLA NAMUKASA

MEMBER: BID SPECIFICATION COMMITTEE

DATE: 19/08/2026



MS. AFIKILE MTWA

MEMBER: BID SPECIFICATION COMMITTEE

DATE: 19/08/2026



MR. RENDANI MUDAU

MEMBER: BID SPECIFICATION COMMITTEE

DATE: 19/08/2026



MR. NDUMISO CAMNGCA

MEMBER: BID SPECIFICATION COMMITTEE

DATE: 19/08/2026

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE DEVELOPMENT OF A LAND AUDIT AND LAND USE SURVEY WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FOR DR BEYERS NAUDE LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

ANNEXURE A

REFERENCE TO BIDDER'S DOCUMENTS			
CRITERIA	EVALUATION REQUIREMENTS	WEIGHT	Please indicate in the space provided below where to find each requirement in the bidder's document or proposal. (e.g. Annexure, Chapter, Section, Page number, etc)
CAPABILITY: Experience and Track Record of the Company	Company experience: Relevant projects and References for good performance	30	
RESOURCES Experience and qualifications of key personnel	Team Leader's relevant experience:	10	
	GIS Practitioners' relevant experience:	10	
	Professional Planners' relevant experience:	10	
	Property Valuer's relevant experience:	10	
METHODOLOGY & PROJECT MANAGEMENT	Methodology & Project Plan:	15	
	Skills Transfer & Youth Capacitation Plan	15	

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE DEVELOPMENT OF A LAND AUDIT AND LAND USE SURVEY WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FOR DR BEYERS NAUDE LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: DLRRD EC: 006 (2026/2027)
CLOSING TIME 11:00 CLOSING DATE: 14 SEPTEMBER 2026

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4 and 5

PROPOSED PHASES	TIMEFRAMES	% PAYMENT	TOTAL COST	OUTPUT
PHASE 1: Project Inception	2 Months	10%	R.....	Detailed Inception Report, Detailed Project Plan and Detailed Communication Plan
PHASE 2: Ownership Verification Report	3 Months	20%	R... ..	Valuation Rolls, Deeds Information, and consolidated ownership database
PHASE 3: Status Quo Report	2 Months	20%	R.....	Status Quo Report
PHASE 4: Land Use Survey and Mapping	3 Months	25%	R.....	Youth Capacitation Plan and Roll-Out Land Use Database
PHASE 5: Mapping and Cadastral Boundary Verification	3 Months	10%	R.....	GIS Mapping, Field Surveys
Phase 6: Consultation	2 Months	5%	R.....	Consultation Report and Schedule Quality Assurance and Data Verification
Phase 7: Final Land Audit Report	2 Months	5%		Composite Final Land Audit Report, Comprehensive GIS Database, Zoning Certificate and Property Information Generating System
Retention		5%	R.....	Close-out Report and Combined Deliverables
Total Cost Excluding Vat			R.....	
Vat 15%			R.....	
Total Cost Including Vat			R.....	

Name of Bidder:

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

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

Any enquiries regarding bidding procedures may be directed to the –

Department Land Reform and Rural Development

Block H, Ocean Terrace, Quigney, East London, TEL: 043 – 701 8150/8182

Technical information –

Ms. Afikile Mtwla

Chief Town Planner: Spatial Planning and Land Use Management- EC

Tel: (043) 722 0536

Email: Afikile.Mtwla@dlrrd.gov.za

Supply Chain Management information –

Mr. Victor Gazi

Assistant Director: Demand and Acquisition -SCM-EC

Tel: (043) 701 8182

E-mail: Victor.Gazi@dlrrd.gov.za

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER: DLRRD EC :006 (2026/2027)		CLOSING DATE: 14 SEPTEMBER 2026		CLOSING TIME: 11H00			
DESCRIPTION TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE DEVELOPMENT OF A LAND AUDIT AND LAND USE SURVEY WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FOR DR BEYERS NAUDE LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, 15 COUTTS STREET, OCEAN TERRACE VIEW, BLOCK H, QUIGNEY, EAST LONDON, 5200							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		V Gazi/B Lengisi		CONTACT PERSON		Ms A. Mtwla	
TELEPHONE NUMBER		043 701 8182/8150		TELEPHONE NUMBER		043 722 0526	
FACSIMILE NUMBER		Babalwa.lengisi@dlrrd.gov.za		FACSIMILE NUMBER		072 460 6430	
E-MAIL ADDRESS		Victor.gazi@dlrrd.gov.za		E-MAIL ADDRESS		Afikile.mtwla@dlrrd.gov.za	
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE			NUMBER		
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE			NUMBER		
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]	
		☐ Yes ☐ No				☐ Yes ☐ 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?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 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:

.....

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.

“Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.4

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorising a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorising a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners** shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case **proof of such authorisation** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

In cases where the tenderer has failed to submit any of the documents above (**proof of authorisation to sign the tender**) with the tender, the Department reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 7 (seven) calendar days from date of notification

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THE FORM BELOW (EXAMPLE), ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd	
By resolution of the Board of Directors taken on <i>20 May 2000</i> ,	
MR A.F JONES	
has been duly authorised to sign all documents in connection with	
Contract no CRDP 0006, and any contract which may arise there from,	
on behalf of <i>Mabel House (Pty) Ltd.</i>	
SIGNED ON BEHALF OF THE COMPANY:	(Signature of Managing Director)
IN HIS CAPACITY AS:	Managing Director
DATE:	20 May 2000
SIGNATURE OF SIGNATORY:	(Signature of A.F Jones)
As witnesses:	
1.	
2.	
Signature of person authorised to sign the tender:	
Date:	

In cases where the tenderer has failed to submit any of the documents above with the tender, the Department reserves the right to , at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 7(seven) calendar days from the date of notification.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

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

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

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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

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

1. DEFINITIONS

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

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality: Promotion of Eastern Cape owned enterprise (Provide proof e.g. valid letter from municipality, PTO, landlord, councillor, not limited to the list).	3		

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

5. SUB-CONTRACTING

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

YES		NO	
-----	--	----	--

- 5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted: %
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:

- 6.2. Company registration number:

- 6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 6.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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