



**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: Nobuntu Dekeda

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

BID NUMBER: DLRRD EC:019 (2026/2027)

DESCRIPTION: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

CLOSING DATE: 15 OCTOBER 2026

CLOSING TIME: 11H00

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

1. Attached please find the following documents: Tender Notice and Invitation to tender; SBD 1; SBD 3.3; Authority of Signatory; SBD 4; SDB 6.1; Terms of Reference and General Conditions and Contract 2010 (GCC); kindly furnish us with a proposal.
2. The attached documents must be completed in detail and returned with your proposal. 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. The Proposal must be handed to the address provided below.
4. An envelope can be placed in the bid box at the foyer of the Department of Land Reform & Rural Development Block H, Ocean Terrace, 15 Corner Moore and Coutts Street, Quigney, East London.

.....
Ms. M.S Swartland

(A): Director: Finance and SCM

Date: 23/09/2026



TENDER NOTICE AND INVITATION TO TENDER

BID NUMBER: DLRRD EC:019 (2026/2027) CLOSING DATE AND TIME: 15 OCTOBER 2026

The Department of Land Reform and Rural Development (DLRRD) requires the services of one (1) firm or a consortium of suitably qualified firms undertake the socio-economic profile, recordal of Land Tenure Rights and Land Use/Layout Plan within a period of 12 months for the Gaga Traditional Council Administrative Area situated in the Raymond Mhlaba Local Municipality in the Eastern Cape Province

OBTAIN DOCUMENT

The Tender document can be downloaded for free on the Department of Land Reform and Rural Development website (www.dlrrd.gov.za) OR visit National Treasury e Tenders Portal.

If the tenderer is unable to download the Bid Document:

The Tender Document can be obtainable at the following address: Department of Land Reform and Rural Development, Block H, Ocean Terrace, 15 Coutts Street, Quigney, East London.

A non-refundable cash deposit of R100.00 (One Hundred Rand) inclusive of VAT per document. Credit Cards and Electronic Funds Transfers will NOT be accepted, **Only Cash will be accepted.**

Documents may be collected during working hours 08h30 to 16h00 from Monday 28 September 2026.

Bids received after the **closing time and date** are late and will not be accepted for consideration.

The closing time for receipt of tenders is 11H00 hrs on Thursday, 15 October 2026. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Queries relating to the bid documents may be addressed to:

Technical Enquiries:

Ms. Afikile Mtwla
Professional Town and Regional Planner -SPLUM EC
Tel:072 460 6430
E-mail: Afikile.mtwla@dlrrd.gov.za

Supply Chain Management Enquiries :

Mr. Victor Gazi
Assistant Director: Demand and Acquisition-SCM-EC
Tel:043 701 8182
E-mail: Victor.Gazi@dlrrd.gov.za

THE BID BOX OF THE OFFICE OF DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IS OPEN 24 HOURS, 7 DAYS A WEEK.

Department of Land Reform and Rural Development, Block H, Ocean Terrace, 15 Coutts Street, Quigney, East London.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE ADDRESS.

SUBMIT YOUR BID IN A SEALED ENVELOP

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DLRRD EC: 019 (2026/2027))	CLOSING DATE:	15 OCTOBER 2026	CLOSING TIME:	11:00AM
DESCRIPTION	TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA 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 - BLOCK H, QUIGNEY, EAST LONDON, TENDER BOX SITUATED AT THE GROUND FLOOR.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms N. Dekeda and Mr.V. Gazi		CONTACT PERSON	Ms A. Mtwla	
TELEPHONE NUMBER	043 701 8155 / 043 701 8182		TELEPHONE NUMBER	Tel: 072 460 6430	
	Nobuntu.Dekeda@dlrrd.gov.za / Victor.Gazi@dlrrd.gov.za				
FACSIMILE NUMBER			FACSIMILE NUMBER	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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:

CLOSING TIME 11:00

CLOSING DATE.....

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

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

R.....

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PHASES	% PAYMENT	TIME FRAMES	TOTAL COST PER PHASE	SUBMISSION / OUTPUT
PHASE 1: Project Inception	15%	2 Months	R.....	Detailed Inception Report (Including a detailed Project Plan, Communication Plan, Social Facilitation Strategy, and Skills Transfer and Youth Capacitation Plan)
PHASE 2: Socio-economic Survey, Mapping and Land Rights Research	30%	3 Months	R.....	Draft Status Quo Report; Socio-Economic Profile and Households Database; Land Use Survey Data; Preliminary Land Rights Register; Cadastral and Ownership Verification Register; Cadastral and Ownership Exceptions Register; and supporting GIS datasets and field survey information.
PHASE 3: Draft Land Use/Layout Plan and Recordal System	30%	3 Months	R.....	Draft Layout depicting existing and proposed land uses; Draft Land Use Register; Draft Land Rights Register; GIS Database and Spatial Data Package; Electronic Land Use and Land Rights Recordal System; and Draft Cadastral and Ownership Verification Report. Draft Basic Land Audit Report.

Bid No.:

Name of Bidder:

PHASE 4: Consultation	15%	3 Months	R.....	Consultation, Adjustments, Alignment with LASP and Municipal Plans, Redraft and Consultation Report.
PHASE 5: Final Integrated Project Report	5%	1 Month	R.....	Final Layout depicting existing and proposed land uses; Final Land Use Register; Final Land Rights Register; Final Cadastral and Ownership Verification Report and Register; Final Cadastral and Ownership Exceptions Register; Final GIS Database and Spatial Data Package; Final Electronic Land Use and Land Rights Recordal System; and Final Integrated Project Report
Retention	5%		R.....	Close-Out Report and Combined Deliverables
Total Cost Excluding Vat			R.....	
Vat 15%				
Total Cost Including Vat	100%	12 Months	R.....	

** "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

Any enquiries regarding bidding procedures may be directed to the –

Department Land Reform and Rural Development

Bid No.:

Name of Bidder:

Block F, Ocean Terrace, Quigney, East London, TEL: 043 – 722 0536

Ms. Afikile Mtwla

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

Tel: (043) 722 0532

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

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 20 May 2000,

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 *Mabel House (Pty) Ltd.*

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:

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.

2.1 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.

[illegible]

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 Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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 Bill, 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** x 8 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
 - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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:

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

5. SUB-CONTRACTING

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

YES	☐	NO	☐
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- 5.1.1 If yes, indicate:

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:

- 6.2. Company registration number:

- 6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

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 undertake a socio-economic survey, recordal of land tenure rights, preparation of a land use/layout plan for the Gaga Traditional Council Administrative Area within the Raymond Mhlaba Local Municipality.
- 1.2. In line with its rural development support mandate, the Department is implementing the Land Planning Programme to improve spatial planning, land use management and land administration to facilitate development in rural areas. As part of this programme, a Local Area Spatial Plan (LASP) has been prepared for the Gaga Traditional Council Administrative Area to provide a strategic spatial planning framework for the area.
- 1.3. The development of the Gaga LASP identified gaps in the availability of up-to-date socio-economic information, land use information and records of existing land tenure rights, as well as the absence of an appropriate land use/layout plan and an electronic land rights recordal system. These information gaps constrain effective land administration, spatial planning and informed decision-making regarding future development and investment within the Traditional Council Administrative Area.
- 1.4. The project therefore seeks to undertake field-based information gathering, household and socio-economic surveys, land use and land rights recordal, GIS mapping and spatial analysis to establish reliable spatial and non-spatial information for the Gaga Traditional Council Administrative Area.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

- 1.5. The information generated through the project will provide the basis for the preparation of a layout depicting existing and proposed land uses and establishment of an electronic Land Use and Land Rights Recordal System, thereby supporting improved land administration, spatial planning and future management of land use, land allocation and land rights information within the project area.

2. PURPOSE OF THE PROJECT

- 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 undertaking the Socio-Economic Profile, Recordal of Land Tenure Rights and preparation of a Land Use Layout for the Gaga Traditional Council Administrative Area. Project proposals should clearly state the approach to be adopted, proposed methodology, relevant experience, timeframes, programme and associated budget, proposed team members and the Skills Transfer and Youth Capacitation Plan.
- 2.2. The project proposals must clearly demonstrate the bidder's methodology for undertaking the household socio-economic survey, land use survey, recordal and verification of land tenure rights, cadastral and GIS mapping, preparation of the Land Use Layout, development of the electronic Land Use and Land Rights Recordal System, stakeholder consultation and verification, skills transfer, quality assurance and final data and system handover.

3. PROBLEM STATEMENT

- 3.1. The Gaga Traditional Council Administrative Area is characterised by a dispersed settlement pattern, fragmented land use practices and limited mechanisms for the systematic recording and management of existing land tenure rights. These conditions constrain orderly settlement development and the effective planning and administration of land within the area.
- 3.2. The development of the Gaga Local Area Spatial Plan identified gaps in the availability of up-to-date socio-economic information, the recordal of existing land uses and database of land tenure rights, as well as the absence of underlying cadastre, a layout and/or land use plan to guide land allocation that is linked to a Land Rights/Allocation Register. These information gaps limit the ability of the Gaga Traditional Council and relevant authorities to effectively manage land allocation, guide development and make informed planning decisions.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

- 3.3. The dispersed nature of settlements, limited provision of functional spaces for key land uses and uncoordinated development patterns further affect the efficient planning and provision of infrastructure and services. There is therefore a need for a more structured and spatially informed approach to land administration and future development within the Gaga Traditional Council Administrative Area.
- 3.4. The project is required to establish a reliable and integrated spatial and land information base through the collection and verification of household and socio-economic information, recordal of existing land tenure rights and land uses, GIS mapping and the preparation of a layout depicting existing and proposed land uses. The resulting information will support improved land administration, spatial planning, infrastructure planning and development decision-making, and provide the basis for an electronic Land Use and Land Rights Recordal System.

4. STUDY AREA

- 4.1. The Gaga Traditional Council area is located in proximity to the towns of Alice and Fort Beaufort. It falls primarily within Ward 5, with portions extending into Wards 3 and 18 of the Raymond Mhlaba Local Municipality. The area operates predominantly on communal land.
- 4.2. The Raymond Mhlaba Local Municipality, established in 2016 from the former Nkonkobe and Nxuba Local Councils, is the largest local municipality within the Amathole District. The ADM is heavily rural (60%) and relies on national road linkages (N2, N6) and infrastructure like the East London Airport. The Gaga area is accessible via district roads R34 and R63.
- 4.3. The location of Gaga in relation to the Raymond Mhlaba Local Municipality is illustrated in Figure 1 below.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

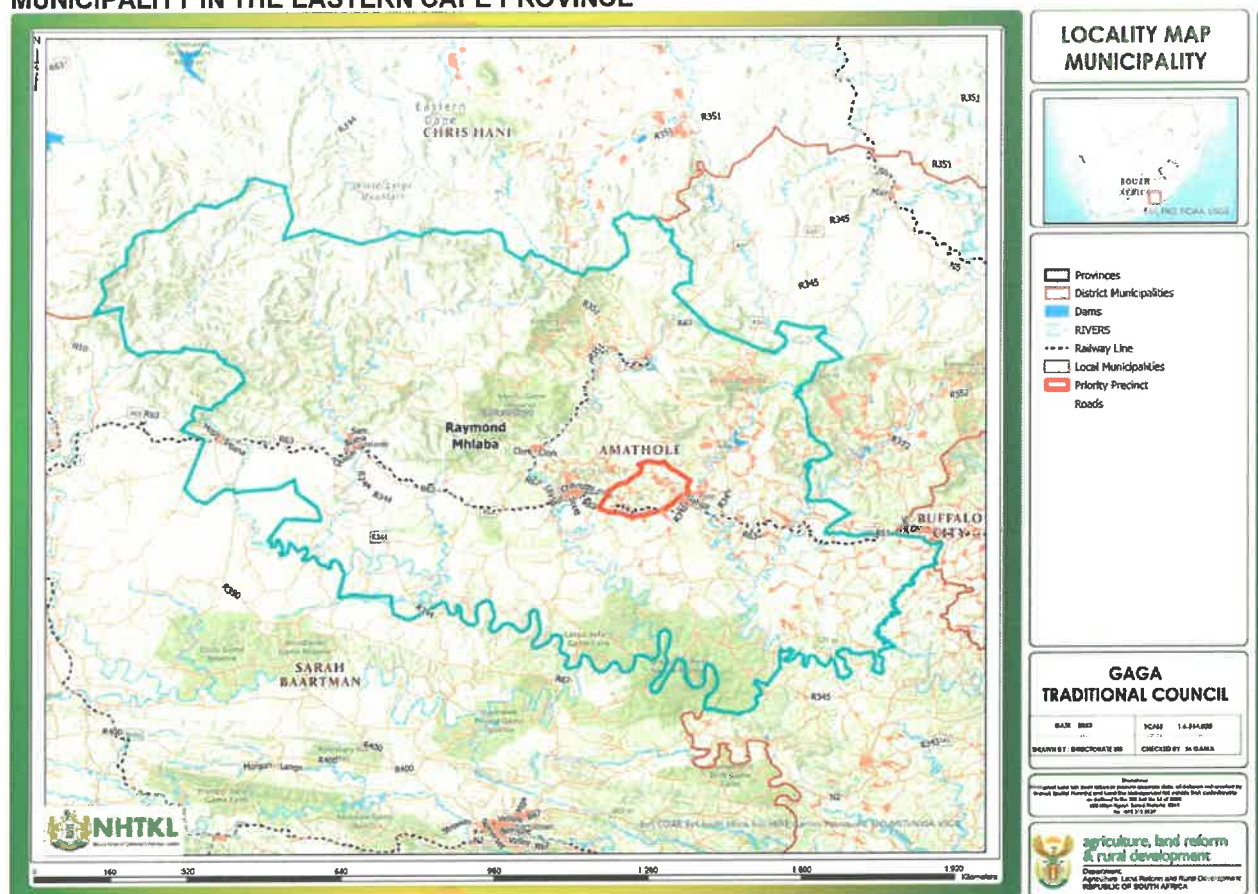


Figure 1: Location of Gaga in relation to Raymond Mhlaba Municipality

5. PROJECT OBJECTIVES

The objectives of the project are:

- 5.1. To undertake the recordal and verification of existing land tenure rights within the Gaga Traditional Council Administrative Area and compile a comprehensive Land Rights Register.
- 5.2. To undertake a socio-economic and household survey to establish an accurate and up-to-date socio-economic profile of households within the study area.
- 5.3. To undertake a comprehensive land use survey and capture the existing use of land and associated spatial information within the study area at each stand/household level.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

- 5.4. To create an editable GIS layer that depicts the cadastre of each stand/household, allocate associated property descriptions and indicate the land use taking place on household/stand.
- 5.5. To establish an accurate spatial and cadastral information base for the study area to support spatial planning, land administration, land use management and infrastructure planning.
- 5.6. To prepare a Land Use Layout that spatially and distinctly represents existing and proposed land uses and provides a basis for guiding orderly settlement development and future land allocation within the Gaga Traditional Council Administrative Area.
- 5.7. To identify and document land tenure, land use and boundary-related discrepancies that may affect land administration, planning or future development within the study area.
- 5.8. To establish an integrated electronic **(GIS-ready)** Land Use and Land Rights Recordal System, linked to the spatial database, that enables the capture, management, updating, searching and reporting of land use, land rights and household information.
- 5.9. To establish a reliable and integrated spatial and non-spatial information base to support land administration, spatial planning, infrastructure planning, service delivery and informed development decision-making within the Gaga Traditional Council Administrative Area.
- 5.10. To undertake a basic land audit to identify and verify the cadastral and registered ownership status of registered and unregistered land parcels within the Gaga Traditional Council Administrative Area, including properties that have been subdivided, consolidated or otherwise alienated, and to distinguish such properties from state, traditional or communal land and other unregistered land.
- 5.11. To provide for skills transfer and capacity building, including the practical capacitation of identified unemployed youth through appropriate project activities and the training of the Gaga Traditional Council and relevant users in the use and maintenance of the electronic recordal system.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

6. CRITICAL MILESTONES

- 6.1. The project phases must reflect the full recordal of land use and land tenure rights lifecycle, including inception, information gathering, socio-economic and household data collection,
- 6.2. land use and land rights recordal, GIS mapping, land use layout preparation, data verification, stakeholder consultation, finalisation and handover. Each phase must include clear outputs, evidence of work completed, quality assurance and spatial data deliverable
- 6.3. The following phases and deliverables are required as part of the project roll-out:

Table 1: Phases and Deliverables

PROJECT PHASE	TIMEFRAME	SUBMISSION / OUTPUT
PHASE 1: Project Inception	2 Months	Detailed Inception Report (Including a detailed Project Plan, Communication Plan, Social Facilitation Strategy, and Skills Transfer and Youth Capacitation Plan)
PHASE 2: Socio-Economic Survey, Mapping and Land Rights Research	3 Months	Draft Status Quo Report; Socio-Economic Profile and Households Database; Land Use Survey Data; Preliminary Land Rights Register; Cadastral and Ownership Verification Register; Cadastral and Ownership Exceptions Register; and supporting GIS datasets and field survey information.
PHASE 3: Draft Land Use/Layout Plan and Recordal System	3 Months	Draft Layout depicting existing and proposed land uses; Draft Land Use Register; Draft Land Rights Register; GIS Database and Spatial Data Package; Electronic Land Use and Land Rights Recordal System; and Draft Cadastral and Ownership Verification Report. Draft Basic Land Audit Report
PHASE 4: Consultation	3 Months	Consultation, Adjustments, Alignment with LASP and Municipal Plans, Redraft and Consultation Report
PHASE 5: Final Integrated Project Report	1 Month	Final Layout depicting existing and proposed land uses; Final Land Use Register; Final Land Rights Register; Final Cadastral and Ownership Verification Report and Register; Final Cadastral and Ownership Exceptions Register; Final GIS Database and Spatial Data Package; Final Electronic Land Use and Land Rights Recordal System; and Final Integrated Project Report.
RETENTION		Close-Out Report and Combined Deliverables

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

- 6.4. In order to deliver on the deliverables stated above, the socio-economic profile, land use and land rights recordal shall be presented in the form of text, maps, graphics and photographs. A tabular format shall be used where appropriate to summarise information collected.
- 6.5. Electronic documents, reports, spatial datasets and other project outputs for each phase shall be made available in accordance with the approved project programme.
- 6.6. The Service Provider shall submit a detailed breakdown of activities under each phase or major component, with clear timeframes for each deliverable.

7. SCOPE OF WORK

- 7.1. The Service Provider shall undertake the recordal and verification of land tenure rights, socio-economic and household profiling, land use survey and preparation of a Land Use Layout Plan for the Gaga Traditional Council Administrative Area.
- 7.2. The scope of work shall include:
 - 7.2.1. Documenting and verifying existing land tenure rights, land allocation information and existing land uses, including the identification of gazetted land claims and any land-related discrepancies requiring further investigation.
 - 7.2.2. The preparation of a Social Facilitation Strategy and Youth Capacitation Plan for the undertaking of the project to properly engage with the community and traditional council as well as to ensure skills transfer for unemployed youth in the traditional administrative areas.
 - 7.2.3. Undertaking a household socio-economic survey and compiling an electronic household database to provide an accurate and up-to-date socio-economic profile of the project area.
 - 7.2.4. Undertaking a land use survey and GIS mapping, including preparation of an appropriate cadastral and spatial base layer and compilation of land use and land rights databases.
 - 7.2.5. Preparing a Land Use Layout informed by the verified land use, land tenure, household, cadastral and relevant spatial planning information, to support orderly settlement development, land allocation, land use management and future development.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

- 7.2.6. Developing an electronic Land Use and Land Rights Recordal System, incorporating the Land Use Register, Land Rights Register, Household Database and an interactive dashboard that enables viewing, updating, basic searching and reporting of recorded information.
- 7.2.7. Preparing the required maps, orthophoto outputs and two (2) precision-milled CNC 3D spatial models, together with the applicable GIS, CAD/CAM and other digital source files.
- 7.2.8. Undertaking a basic land audit of registered and unregistered properties within the Gaga Traditional Council Administrative Area, including the verification of cadastral information against available Surveyor-General and Deeds records; identification of registered ownership; identification of subdivided, consolidated and other registered properties; and classification of land according to relevant ownership and cadastral status.
- 7.2.9. Identifying and documenting any cadastral or ownership discrepancies encountered during the basic land audit, including missing or inconsistent property descriptions, unresolved ownership information, unregistered or unsurveyed land, and properties requiring further investigation by the relevant authority.
- 7.2.10. Undertaking appropriate consultation, verification and validation of the land use, land rights, household and spatial information with the Gaga Traditional Council, the Department and relevant stakeholders prior to finalisation.
- 7.2.11. Implementing a Skills Transfer and Youth Capacitation Plan, including the practical involvement of identified unemployed youth in appropriate project activities and training of the Gaga Traditional Council and relevant users on the electronic recordal system.
- 7.3. All spatial and non-spatial information collected or generated through the project shall be appropriately verified and quality assured prior to inclusion in the final databases, registers, maps and electronic recordal system.
- 7.4. All reports, databases, GIS datasets, survey forms, configured Field Maps and Survey123 applications, maps, photographs, registers, dashboards, electronic systems, manuals and other project information generated through the assignment shall be handed over to the Department in editable and reusable formats upon completion of the project.
- 7.5. The detailed specifications, quantities and submission requirements applicable to the outputs arising from this Scope of Work are set out under Section 8: Project Deliverables.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

8. PROJECT DELIVERABLES

8.1. The Service Provider shall submit the following minimum deliverables for review and approval by the Department:

- 8.1.1. Detailed Inception Report, Project Plan, Youth Capacitation Plan, Social Facilitation Strategy and Communication Plan, including the confirmed project methodology, implementation programme, stakeholder engagement arrangements, data collection approach, quality assurance measures and detailed deliverables schedule.
- 8.1.2. Draft Status Quo Report, incorporating the socio-economic survey, field surveys, spatial and attribute GIS data, land tenure verification, land rights research and assessment of existing land use within the Gaga Traditional Council Administrative Area.
- 8.1.3. Socio-Economic Profile and Electronic Households Database, containing the results and analysis of the household survey and the verified household information collected during the project.
- 8.1.4. Land Use Database, Land Rights Database and Spatial Documentation, containing the recorded and verified land use, land tenure rights, cadastral and associated spatial information for the project area.
- 8.1.5. Draft Land Use Layout Plan, informed by the land use survey, land rights recordal, cadastral information, household information and relevant spatial planning considerations.
- 8.1.6. Map and Orthophoto Package, comprising at least five (5) sets of A0 maps with an overlay of parcels, land uses and zoning datasets, as well as the layout of settlements in the area, and at least five (5) orthophoto aerial maps showing the boundaries of the village.
- 8.1.7. Electronic Land Use and Land Rights Recordal System, comprising an electronic editable Land Use Register, Land Rights Register, Households Database and interactive dashboard for the management, viewing, updating, searching and reporting of recorded information (Preferably with mobile/tablet functionality).
- 8.1.8. A GIS StoryMap, presenting the key socio-economic, land use, land tenure and spatial findings of the project through an integrated combination of interactive maps, narrative text, photographs, graphics and other relevant visual content. The StoryMap shall provide an accessible spatial narrative of the Gaga Traditional Council Administrative

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

- 8.1.9. Three (3) pull-up banners summarising the key findings and outcomes of the project through appropriate maps, graphics, photographs and concise narrative content. The final design and content shall be approved by the Department prior to printing. The final print-ready artwork and editable source files shall be submitted to the Department as part of the final project handover.
- 8.1.10. The Service provider shall provide two (2) precision milled CNC 3D models (1 000 mm x 1 000 mm) to visually and tactically communicate the project context. The base terrain is cut from high density polyurethane tooling board for dimensional stability, then sealed and finished for durability. Latest orthorectified aerial imagery is printed at high resolution and laminated onto the contoured surface to retain true colour and feature detail. Above this, the approved Local Area Spatial Plan and land use data is laser printed on optically clear Polyethylene Terephthalate (PET) and overlaid as a removable, registration accurate layer, allowing viewers to see existing and proposed land uses, circulation networks and key infrastructure in direct relation to existing conditions. Critical elements (e.g., precinct boundaries, cadastral lines, and phasing areas) are highlighted with UV stable inks, while legend, scale bar, north arrow, and coordinate reference are integrated on the margin. The model includes concealed dowel points for mounting on a wall or table plinth, and an optional low profile LED edge light can be specified to enhance legibility in boardroom settings. All digital source files (CAD/CAM, GIS layers, and print layouts) will be supplied for future updates, ensuring the model remains a living decision-support tool throughout implementation.
- 8.1.11. A Basic Land Audit comprising the registered and unregistered land parcels identified within the Gaga Traditional Council Administrative Area, with available cadastral description, LPI/SG Code, extent, registered owner/ownership category, title deed reference where applicable, source of ownership information, subdivision or consolidation status, and any identified cadastral or ownership discrepancies requiring further investigation.
- 8.1.12. Cadastral and Ownership Exceptions Register, recording the affected property or land parcel, nature of the discrepancy or exception, source records consulted, verification undertaken, current status and any outstanding matter requiring further investigation or referral to the relevant authority.
- 8.1.13. Training and Knowledge Transfer Package, including training of the Gaga Traditional Council and relevant users on the electronic recordal system and provision of user manuals in English and isiXhosa. The training manuals to be printed (50 copies) as A5 booklets.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

- 8.1.14. Skills Transfer and Youth Capacitation Report, including the approved Youth Capacitation Plan, training materials, attendance registers, details of the skills transferred, project activities in which identified youth participated and evidence of implementation of the Youth Capacitation Plan.
- 8.1.15. Consultation, Adjustments, Redraft and Consultation Report, recording consultations undertaken, comments received, responses thereto and amendments made to the draft project outputs.
- 8.1.16. Final Land Use Layout Plan, Recordal System of Land Tenure Rights Report and Land Use Register, incorporating verified land rights, land use, household and spatial information and amendments arising from consultation.
- 8.1.17. Electronic documents and reports shall be submitted for each phase in accordance with the approved project programme.
- 8.1.18. Reports shall be supported by appropriate text, maps, graphics, photographs and tables, where applicable, to clearly communicate the findings and spatial information generated through the project. Submissions that are in the form of reports should be in both hard and electronic versions (Word and PDF format). All maps contained in the reports are required as electronic image files in the *.png format with a 300dpi or higher resolution.
- 8.1.19. Close-Out Report and Final Handover Package, comprising all approved reports, databases, GIS datasets and metadata, maps, orthophotos, registers, survey information, electronic system outputs, manuals, consultation records, editable source files and other project information generated through the assignment. The final handover shall include all data, system configurations, user credentials, technical and user documentation and, where applicable, source code necessary for the continued use and administration of the system by the Department.

8.2. Minimum Standard Requirements for GIS:

- 8.2.1. All spatial information collected should be submitted in GIS-capable file format (shapefile, geodatabase, layer file, data package) for use in a GIS. Spatial datasets shall contain clear and descriptive attribute information appropriate to the land use, land tenure rights, household and other spatial information generated through the project. All spatial datasets shall be accompanied by appropriate metadata.
- 8.2.2. The GIS platform on which the GIS data deliverables are accessed should be seamlessly integrated with the existing Departmental/Municipal GIS environment.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

- 8.2.3. 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.
- 8.2.4. GIS Database and Spatial Data Package, including all spatial layers, geodatabases, shapefiles, attribute tables, data dictionaries, metadata, map layouts, source data index and final GIS project files in formats agreed with the Department. The package shall include the GIS spatial and attribute datasets, including Geographic Hartebeesthoek 94 WGS84 Spheroid datum shapefiles and associated metadata.
- 8.2.5. All maps in the report should be the same size as the report document.
- 8.2.6. Maps must be numbered and listed in the page of contents.
- 8.2.7. All the text in the maps and the legends must be legible.
- 8.2.8. The same map template/layout must be used throughout the document for the sake of consistency.
- 8.2.9. All maps should have the basic map elements, namely, a title, a north arrow, a legend, scale bar.
- 8.2.10. All the features on the map must be explained in the legend.
- 8.2.11. Symbology and colours must adhere to basic cartographic principles, colour coding.
- 8.2.12. All mapping must be developed at an appropriate scale.
- 8.2.13. Maps in Microsoft Word must have the corresponding Map Document ready to be accessed in GIS.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

9. PROJECT PHASES, DURATION AND COST

- 9.1. It is expected that the project will be completed within a period of **twelve (12) months**, effective from the date of appointment. The target timeframes for each phase, associated deliverables and percentage payable are set out in Table 2 below.
- 9.2. The timeframes for the project must be strictly adhered to. Payments shall be linked to the satisfactory completion, submission and approval of the deliverables associated with each phase.
- 9.3. The 5% retention shall be payable upon approval by the Department and submission of all outstanding project deliverables to the satisfaction of the Department within 3 months after the final phase has been approved by the Department.
- 9.4. Monthly progress reports for each phase shall be submitted by the Service Provider to the DLRRD Directorate: Spatial Planning and Land Use Management Services in the Eastern Cape and the nominated officials of the relevant stakeholders.
- 9.5. The Service Provider shall be required to report on project progress through written and electronic reports.
- 9.6. The project phases, duration, deliverables and payment schedule shall be as follows:

Table 2: Project Cost and Timeframe

PHASES	% PAYMENT	TIME FRAMES
PHASE 1: Project Inception	15%	2 Months
PHASE 2: Socio-economic Survey, Mapping and Land Rights Research	30%	3 Months
PHASE 3: Draft Land Use/Layout Plan and Recordal System	30%	3 Months
PHASE 4: Consultation	15%	3 Months
PHASE 5: Final Integrated Project Report	5%	1 Month
RETENTION	5%	
TOTAL	100%	12 Months

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

10.MANDATORY REQUIREMENTS

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

- 10.1. 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.
- 10.2. A resolution authorising a particular person to sign the bid documents (Full completion and signing of LA 1.6 or resolution on company letterhead).
- 10.3. Letter of agreement signed by all parties in the case of consortium or joint venture or sub-contractor involved must be provided.
- 10.4. Bidders must complete and sign the applicable pricing schedule attached to the bid documentation.

TECHNICAL MANDATORY REQUIREMENTS

- 10.5. The Project Leader must have a qualification in Town/City/Urban/Regional Planning and must be registered with the South African Council for Planners (SACPLAN) as a Professional Planner: attach a copy of a valid certificate indicating the registration category.
- 10.6. 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.
- 10.7. Two team members, who are suitably qualified and registered with the South African Geomatics Council (SAGC) as Geomatics Practitioners (Technicians/Technologist/Professionals): attach a copy of a valid certificate indicating the registration category and a letter of good standing.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

11. INFORMATION GATHERING

- 11.1. The selected Service Provider will be expected to make contact with all relevant officials, units within all spheres of government, traditional structures and other institutions or stakeholders holding information relevant to the project, in order to obtain the information required for the successful execution of the project.
- 11.2. Existing information 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.
- 11.3. The Service Provider shall engage relevant stakeholders, including the Gaga Traditional Council, Raymond Mhlaba Local Municipality, Amathole District Municipality and other identified stakeholders, where information relevant to the project is required.
- 11.4. In cases where a letter confirming and motivating a request for information from another sphere of government, public entity or relevant institution is required, the Department will provide the necessary letter upon request.
- 11.5. Notwithstanding the support provided by the Department, the responsibility for the collection, verification and analysis of information necessary for the successful execution of the project shall remain with the Service Provider.
- 11.6. The Service Provider shall undertake the necessary field surveys, household socio-economic survey, GIS mapping, land tenure verification and land use and land rights data collection required to complete the project in accordance with the approved scope.
- 11.7. The Service Provider shall obtain and review all available information relevant to the project, including cadastral information, existing land tenure and land rights records, land use information, socio-economic information, spatial planning information, gazetted land claims and other relevant spatial and non-spatial datasets.
- 11.8. The Service Provider shall maintain a source-data register identifying the information obtained, its source, date of acquisition and any limitations or gaps identified in the information.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

- 11.9. All information obtained through household surveys, stakeholder engagements and land rights recordal shall be handled in accordance with applicable confidentiality, information management and data protection requirements.
- 11.10. All spatial and non-spatial information collected, captured or generated through the project shall be provided to the Department in the agreed digital formats and shall form part of the final project handover.

12. TERMS AND CONDITIONS OF THE BID

- 12.1. Awarding of the bid will be subject to the Service Provider's express acceptance of the DLRRD Supply Chain Management general contract conditions.
- 12.2. 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.
- 12.3. Service Providers will be informed about the outcome of the bid in writing after the bid has been finalised or adjudicated.
- 12.4. The short-listed service providers may be required to do a presentation in person to the Department, at their own cost, should it be deemed necessary to do so.
- 12.5. 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.
- 12.6. 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.
- 12.7. **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.**

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

- 12.8. Any deviation from the project plan should be put in writing and signed by the project manager of DLRRD.
- 12.9. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 12.10. Payments will be on a work-completed basis, i.e. on set milestones as per the project plan.
- 12.11. 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.
- 12.12. 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.
- 12.13. 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.
- 12.14. 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.
- 12.15. 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.
- 12.16. The Department reserves the right not to appoint a service provider.
- 12.17. 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.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

- 12.18. 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.
- 12.19. **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.**
- 12.20. 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.
- 12.21. 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.

13.REPORTING AND ACCOUNTABILITY

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. Progress reporting must include both narrative and technical reporting. Each monthly report must indicate work completed, data received and processed, fieldwork completed, household surveys undertaken, land use and land rights information captured, GIS mapping completed,

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

- 13.5. stakeholder engagements undertaken, outstanding issues, risks, dependencies, quality assurance checks completed and work planned for the next reporting period.

14. EVALUATION CRITERIA

- 14.1. 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.
- 14.2. 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. 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.
- 14.3. The 80/20 preference points system, as prescribed in the Preferential Procurement Policy Framework Act (PPPFA), will be applied to evaluate this bid.
- 14.4. 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 10** of these Terms of Reference will be disqualified and not progress to Stage 2 of the evaluation for functionality.
- 14.5. 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 14.3. above. *The Bids that fail to achieve 60 points for functionality will be disqualified.*
- 14.6. **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.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

Table 3: Evaluation Criteria-Functionality

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
CAPABILITY Competency and track record of the company	The company must demonstrate experience and successful completion of work in the majority of the following categories: socio-economic surveys, communal land rights enquiry and recordal, land audit, land use surveys, cadastral verification, GIS database development and rural 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, and the name, designation and contactable details of the signatory. Score rating: Reference letters or evidence of successfully completed relevant project covering land audit, land use survey, socio-economic survey, land rights recordal, cadastral verification, GIS database development or rural spatial planning included in the submission demonstrating competency: 1. No Submission – 0 Points 2. One Completed Project – 1 Point 3. Two Completed Projects – 2 Point 4. Three Completed Projects – 3 Point 5. Four or more Completed Projects – 5 Point	30
RESOURCES		
Project Leader	The Project Leader must have a qualification in Town/City/Urban/Regional Planning and must be registered with the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002 as a Professional Planner and have a minimum of 7 years' post-qualification experience in executing projects in rural spatial planning and land use management environment; and managing and coordinating a multi-disciplinary projects. (Attach a copy of a qualification, a CV indicating a detailed profile of previous work experience and contactable references and proof of valid SACPLAN registration.) Score rating: 1. Professional Town Planner with a qualification in Town/City/Urban/Regional Planning with less than 3 years post-qualification experience - Below Minimum Requirement = 0 2. Professional Town Planner with a qualification in Town/City/Urban/Regional Planning with 3 years but less than 5 years' post-qualification experience - Poor = 1 3. Professional Town Planner with a qualification in Town/City/Urban/Regional Planning with 5 years but less than 7 years' post-qualification experience – Average = 2 4. Professional Town Planner with a qualification in Town/City/Urban/Regional Planning with 7 years post-qualification experience– Good = 3 5. Professional Town Planner with a qualification in Town/City/Urban/Regional Planning with more than 7 years but less than 10 years post-qualification – Very Good = 4 6. Professional Town Planner with a qualification in Town/City/Urban/Regional Planning with 10 and more year's post-qualification experience– Excellent = 5	10

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

GISc Practitioners	The bidder must provide a minimum of two (2) suitably qualified GIS or spatial information resources registered with the South African Geomatics Council (SAGC) as Geomatics Practitioners (Professional/Technologists/Technicians). The GIS team must demonstrate experience in cadastral data verification, GIS database design, spatial analysis, socio-economic surveys, 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 a signed availability letters for each proposed GIS Practitioner for the duration of the project. Score rating: 1. Minimum of two SAGC-registered Geomatics Practitioners provided, but team has less than 2 years' relevant experience per practitioner in land audit, cadastral verification, GIS database or spatial data management assignments – Poor = 1 2. Minimum of two SAGC-registered Geomatics Practitioners provided, with 3 years but less than 5 years' relevant experience per practitioner – Average = 2 3. Minimum of two SAGC-registered Geomatics Practitioners provided, with 5 years but less than 7 years' relevant experience per practitioner – Good = 3 4. Minimum of two SAGC-registered Geomatics Practitioners provided, with 7 years but less than 10 years' relevant experience per practitioner – Very Good = 4 5. Minimum of two SAGC-registered Geomatics Practitioners provided, with 10 or more years' relevant experience per practitioner – Excellent = 5	10
Town Planning and Land Use Management Professionals	The bidder must provide a minimum of two (2) Town and Regional Planning Professionals registered with SACPLAN as Professional Planners. The planners must demonstrate experience in municipal land use schemes, land use applications, land use surveys, spatial planning, socio-economic surveys, development potential assessment and municipal planning legislation. Attach qualifications, detailed CVs, proof of valid SACPLAN registration as Professional Planners, contactable references and a signed availability letters for each proposed planner for the duration of the project. Score rating: 1. Minimum of two SACPLAN-registered Professional Planners provided, but with less than 2 years' relevant experience per professional in Municipal Land Use Schemes, socio-economic survey, land audit, land use survey or zoning verification projects – Poor = 1 2. Minimum of two SACPLAN-registered Professional Planners provided, with 3 years but less than 5 years' relevant experience per professional in municipal land Use schemes, socio-economic survey, land audit, land use survey or zoning verification projects – Average = 2 3. Minimum of two SACPLAN-registered Professional Planners provided, with 5 years but less than 7 years' relevant experience per professional in municipal land Use schemes, socio-economic survey, land audit, land use survey or zoning verification projects – Good = 3 4. Minimum of two SACPLAN-registered Professional Planners provided, with more than 7 years but less than 10 years' relevant experience per professional in municipal land Use schemes, socio-economic survey, land audit, land use survey or zoning verification projects – Very Good = 4 5. Minimum of two SACPLAN-registered Professional Planners provided, with 10 or more years' relevant experience per professional municipal land Use schemes, socio-economic survey, land audit, land use survey or zoning verification projects – Excellent = 5	10

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Social Facilitator	The bidder must provide a minimum of one (1) suitably qualified Social Facilitator holding a relevant qualification at NQF Level 6 or higher in Social Sciences, Development Studies, Community Development, Sociology or a related field. The Social Facilitator must demonstrate experience in community and stakeholder engagement, facilitation of participatory processes, household and socio-economic surveys, community-based fieldwork and engagement with rural communities and traditional leadership structures. Attach qualification(s), detailed CV, contactable references and a signed availability letter for the proposed Social Facilitator. Score rating: 1. Facilitator with less than 5 years' relevant experience in community facilitation and stakeholder engagement, participatory processes, household or socio-economic surveys and community-based fieldwork – Poor = 1 2. Facilitator with 5 years but less than 8 years' relevant experience in community facilitation and stakeholder engagement, participatory processes, household or socio-economic surveys and community-based fieldwork – Average = 2 3. Facilitator with 8 years but less than 10 years' relevant experience, including experience in community facilitation and stakeholder engagement, household or socio-economic surveys and rural community-based fieldwork – Good = 3 4. Facilitator with 10 years but less than 12 years' relevant experience and demonstrated experience in community facilitation and stakeholder engagement, household or socio-economic surveys and rural community-based fieldwork – Very Good = 4 5. Facilitator 12 or more years' relevant experience and proven experience in in community facilitation and stakeholder engagement, household or socio-economic surveys and rural community-based fieldwork – Excellent = 5	10
METHODOLOGY AND PROJECT MANAGEMENT	Clear approach and methodology of how the project deliverables and the project scope will be executed. 1. Methodology does not outline the requirements as specified in the ToR - Poor = score 1 2. Methodology inadequately and poorly addresses requirements in the ToR - Average = score 2 3. Methodology adequately addresses all of the requirements in the ToR - Good = score 3 4. Methodology adequately addresses all requirements in the ToR. is acceptable for implementation with add on- innovation - Very Good = score 4 5. Methodology exceptionally specifies the manner in which the project will be delivered and indicate additional value adds (innovation, skills transfer, capacity building and is acceptable for implementation - Excellent = score 5	20

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

	<u>Skills Transfer and Youth Capacitation Plan</u> The bidder is expected to submit a detailed Skills Transfer and Youth Capacitation Plan setting out how skills transfer and capacity building will be undertaken throughout the project. The Plan must clearly demonstrate how local youth will be involved and capacitated through practical participation in appropriate project activities, particularly household socio-economic surveys, land use surveys, field data collection and verification, digital data collection and basic GIS-related activities. The Plan must further clearly set out how members and/or designated officials of the Mvezo Traditional Council will be trained and capacitated in the use, administration and updating of the Land Use and Land Rights Recordal System, including the Land Use Register, Land Rights Register, household information, dashboard and associated spatial information. The Plan must identify the proposed training approach, skills to be transferred, project activities through which practical exposure will be provided, responsible team members, training materials, proposed timeframes and measures for assessing successful skills transfer. Score rating: 1. Skills Transfer and Youth Capacitation Plan does not adequately provide detail on the capacitation of local youth and training of the Mvezo Traditional Council – Poor = 0 2. Skills Transfer and Youth Capacitation Plan partially addresses the requirements of the Terms of Reference but provides inadequate detail on the activities, skills to be transferred, practical involvement of local youth, training of the Mvezo Traditional Council and/or proposed timeframes – Average = 1 3. Skills Transfer and Youth Capacitation Plan adequately addresses all requirements of the Terms of Reference, including the practical involvement and capacitation of local youth, training of the Mvezo Traditional Council, skills to be transferred, responsible team members, training approach and proposed timeframes – Good = 3 4. Skills Transfer and Youth Capacitation Plan comprehensively addresses all requirements of the Terms of Reference and provides additional value-adding measures for practical skills development, structured training of the Mvezo Traditional Council, field verification, data quality assurance, metadata, data integration and/or continued use and updating of the Land Use and Land Rights Recordal System – Very Good = 4 5. Skills Transfer and Youth Capacitation Plan provides an exceptional and comprehensive approach to the capacitation of local youth and training of the Mvezo Traditional Council, with clearly defined skills, activities, responsibilities, practical exposure, training materials, timeframes and measures for assessing successful skills transfer, together with value-adding measures that support the continued administration, updating and sustainable use of the Land Use and Land Rights Recordal System after completion of the project – Excellent = 5	10
TOTAL POINTS ON FUNCTIONALITY		100

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

14.7. 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.

14.8. 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		

14.9. 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.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

15. PROJECT MANAGEMENT WITHIN DLRRD

16. OUTCLAUSE

- 16.1. 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.
- 16.2. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.
- 16.3. 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.

17. BRIEFING SESSION

- No briefing session

18. 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.Mta@dlrrd.gov.za	Mr. Victor Gazi Assistant Director: Demand and Acquisition -SCM-EC Tel: (043) 701 8182 E-mail: Victor.Gazi@dlrrd.gov.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE

19. APPROVAL

These Terms of Reference/ Specifications were approved as follows:

- 19.1. The Approval of these Terms of Reference confirms the Department's intention to appoint a suitably qualified Service Provider to undertake the socio-economic survey, recordal of land tenure rights and preparation of a layout plan for the Gaga Traditional Council Administrative Area, including the development of the associated Land Use and Land Rights Recordal System, in accordance with the scope of work, deliverables, project phases and requirements set out herein.

Approved/ ~~not approved~~



MR. ANDILE CEKISO

CHAIRPERSON: BID SPECIFICATION

DATE: 18/09/2026



MR. CHALO MWIMBA

MEMBER: BID SPECIFICATION COMMITTEE

DATE: 18/09/2026



MS. PRISCILLA NAMAKUSA

MEMBER: BID SPECIFICATION COMMITTEE

DATE: 18/09/2026

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE



MS. AFIKILE MTWA

MEMBER: BID SPECIFICATION COMMITTEE

DATE: 18/09/2026



MR. GIFT PASIPAVUNDA

MEMBER: BID SPECIFICATION COMMITTEE

DATE: 18/09/2026

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER, FIRM OR A CONSORTIUM TO UNDERTAKE THE SOCIO-ECONOMIC PROFILE, RECORDAL OF LAND TENURE RIGHTS AND LAND USE/LAYOUT PLAN WITHIN A PERIOD OF 12 MONTHS FOR THE GAGA TRADITIONAL COUNCIL ADMINISTRATIVE AREA SITUATED IN THE RAYMOND MHLABA 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	
	Social Facilitator's relevant experience:	10	
METHODOLOGY & PROJECT MANAGEMENT	Methodology & Project Plan:	20	
	Skills Transfer & Youth Capacitation Plan	10	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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