

## DLRRD-MP0012(2025/2026)

**APPOINTMENT OF A PANEL OF PROFESSIONAL MULTI-DISCIPLINARY CONSULTING ENGINEERS TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN PLANNING, DESIGNING, IMPLEMENTING, MONITORING AND EVALUATING VARIOUS INFRASTRUCTURE DEVELOPMENT PROJECTS IN MPUMANALGA PROVINCE ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.**

**CLOSING DATE: 18 MARCH 2026 @11H00AM**

**NB: THERE WILL BE COMPULSORY BRIEFING SESSIONS AS FOLLOWS:**

**DATE: 02 MARCH 2026**

**TIME: 11:00 AM**

**VENUE: 30 SAMORA MACHEL DRIVE  
ENTERTAINMENT AREA, 3RD FLOOR.  
RESTITUTION BUILDING (OPPOSITE SHOPRITE).  
NELSPRUIT, 1200.**

Prospective bidders are however encouraged to direct their questions in writing to the contact mentioned below on or before closing date.

|                              |  |
|------------------------------|--|
| <b>TECHNICAL ENQUIRIES</b>   | <b>: Mr. Brighton Shumba /Ms. Nolubabalo Machete</b>   |
| <b>TEL</b>                   | <b>: (013) 754 2064 OR (013) 754 8143/8000</b>   |
| <b>EMAIL</b>                 | <b>: <a href="mailto:BrightonS@dalrrd.gov.za">BrightonS@dalrrd.gov.za</a> / <a href="mailto:Nolubabalo.Machete@dalrrd.gov.za">Nolubabalo.Machete@dalrrd.gov.za</a></b> |
| <b>BID RELATED ENQUIRIES</b> | <b>: Ms. Banele Ramanyimi</b>  |
| <b>TEL</b>                   | <b>: (013) 754 8066/8037/8000</b>  |
| <b>EMAIL:</b>                | <b><a href="mailto:Banele.Ramanyimi@dlrrd.gov.za">Banele.Ramanyimi@dlrrd.gov.za</a></b>  |

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)  
6th FLOOR  
17 VAN RENSBURG STREET, BLOCK E  
BATELEUR BUILDING,  
NELSPRUIT,1200**



# land reform & rural development

Department:  
Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA



## PROVINCIAL SHARED SERVICES CENTRE

**Directorate:** Financial and Supply Chain Management Services

Private Bag X11305, NELSPRUIT, 1200, 17 Van Rensburg Street, Nelspruit, 1200; Tel: 013 - 754 8000; Website:

[www.dlrrd.gov.za](http://www.dlrrd.gov.za)

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

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**BID NUMBER: DLRRD-MP0012(2025/2026)**

**CLOSING TIME: 11H00AM**

**CLOSING DATE: 18 MARCH 2026**

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

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

Yours faithfully

**SUPPLY CHAIN MANAGEMENT**

**DATE: 20 FEBRUARY 2026**

LA 1.3

**MAP TO BIDDER BOX (B BOX)**

**DLRRD-MP0012(2025/2026) CLOSING DATE: 18 MARCH 2026 @ 11:00 AM**

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT)**

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

**THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK**

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.**

**The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”**

**DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT  
FINANCE AND SUPPLY CHAIN MANAGEMENT  
6<sup>th</sup> FLOOR  
17 VAN RENSBURG STREET, BLOCK E  
BATELEUR BUILDING, NELSPRUIT,  
1200**

**THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 AM WHICH IS THE CLOSING TIME OF BIDS.**

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS**

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**SUBMIT YOUR BID IN A SEALED ENVELOPE**

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

## **NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

origin and which have the potential to harm the local industries in the RSA.

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

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

**7. Performance 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

- (d) for each appropriate unit of the supplied goods; 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** In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

**AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENT  
(SBDs) ON BEHALF OF AN ENTITY.**

Only authorized signatories may sign the original and all copies of the tender offer where required.

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** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing 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 authorized to sign on behalf of each partner, in which case **proof of such authorization** 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 authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

**Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.**

**AUTHORITY OF SIGNATORY**

Signatories for companies, close corporations and partnerships must establish their authority

**BY ATTACHING TO THIS FORM, 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 DALRRD-MP0001(2025/2026), and any contract which may arise there**  
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: .....

**PART A  
INVITATION TO BID**

| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT</b>   |   |               |   |  |          |
|--|---|---------------|---|--|----------|
| BID NUMBER:  | DLRRD-MP0012(2025/2026)   | CLOSING DATE: | 18 MARCH 2026   | CLOSING TIME:  | 11:00 AM |
| DESCRIPTION  | APPOINTMENT OF A PANEL OF PROFESSIONAL MULTI-DISCIPLINARY CONSULTING ENGINEERS TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN PLANNING, DESIGNING, IMPLEMENTING, MONITORING AND EVALUATING VARIOUS INFRASTRUCTURE DEVELOPMENT PROJECTS IN MPUMALANGA PROVINCE ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS. |               |   |  |          |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>   |   |               |   |  |          |
| DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE:   |   |               |   |  |          |
| 6TH FLOOR  |   |               |   |  |          |
| 17 VAN RENSBURG STREET, BATELEUR BUILDING , BLOCK E  |   |               |   |  |          |
| NELSPRUIT,1200   |   |               |   |  |          |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>  |   |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                    |  |          |
| CONTACT PERSON   | Ms. Banele Ramanyimi  |               | CONTACT PERSON  | Mr Brighton Shumba<br>Ms Nolubabalo Machete  |          |
| TELEPHONE NUMBER   | 013 754 8066/ 8000  |               | TELEPHONE NUMBER  | 013 754 2064<br>013754 8134/8000   |          |
| FACSIMILE NUMBER   | N/A   |               | FACSIMILE NUMBER  | N/A  |          |
| E-MAIL ADDRESS   | <a href="mailto:Banele.Ramanyimi@dlrrd.gov.za">Banele.Ramanyimi@dlrrd.gov.za</a>  |               | E-MAIL ADDRESS  | <a href="mailto:BrightonS@dlrrd.gov.za">BrightonS@dlrrd.gov.za</a><br><a href="mailto:Nolubabalo.Machete@dlrrd.gov.za">Nolubabalo.Machete@dlrrd.gov.za</a> |          |
| <b>SUPPLIER INFORMATION</b>  |   |               |   |  |          |
| 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?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]  |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]   |          |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |   |               |   |  |          |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  |   |               |   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |          |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?  |   |               |   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |          |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?   |   |               |   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |          |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  |   |               |   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |          |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  |   |               |   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |          |
| <b>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.</b> |   |               |   |  |          |

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

|  |
|--|
| <b>1. BID SUBMISSION:</b>  |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>  |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>   |
| 1.5. <b>BID VALIDITY PERIOD 90 DAYS</b>  |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.   |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.  |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.   |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.   |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.   |
| 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.  |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."                  |

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

---

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

.....  
Signature Date

.....  
Position Name of bidder



## SUPPLIER MAINTENANCE

BAS

LOGIS

OFFICE

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

### The Director General: Department of Land Reform and Rural Development

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

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

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

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

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

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

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

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

| New Detail  |  |
|---|--|
| <input type="checkbox"/> New Supplier Information | <input type="checkbox"/> Update Supplier Information |

|               |                                      |                                     |                   |                      |
|---------------|--------------------------------------|-------------------------------------|-------------------|----------------------|
| Supplier type | <input type="checkbox"/> Individual  | <input type="checkbox"/> Department | Department number | <input type="text"/> |
|               | <input type="checkbox"/> Company     | <input type="checkbox"/> Trust      |                   |                      |
|               | <input type="checkbox"/> CC          | <input type="checkbox"/> Other      | Other Specify     | <input type="text"/> |
|               | <input type="checkbox"/> Partnership |                                     |                   |                      |

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

| Contact Details |                  |                         |                  |
|-----------------|------------------|-------------------------|------------------|
| Business        | <i>Area Code</i> | <i>Telephone Number</i> | <i>Extension</i> |
|                 |                  |                         |                  |
| Home            | <i>Area Code</i> | <i>Telephone Number</i> | <i>Extension</i> |
|                 |                  |                         |                  |
| Fax             | <i>Area Code</i> | <i>Telephone Number</i> |                  |
|                 |                  |                         |                  |
| Cell            | <i>Cell Code</i> | <i>Cell Number</i>      |                  |
|                 |                  |                         |                  |
| E-mail Address  |                  |                         |                  |
| Contact Person  |                  |                         |                  |

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

|  |
|--|
| <p><i>Address of Land Reform and Rural Development where form is submitted from:</i></p><br><br><br><br> |
|--|



**PROVINCIAL SHARED SERVICE CENTRE: MPUMALANGA**  
**DIRECTORATE: FINANCIAL AND SUPPLY CHAIN MANAGEMENT SERVICES**  
Private Bag X11305, Nelspruit, 1200; Tel: 013 754 8000; Website: [www.dlrrd.gov.za](http://www.dlrrd.gov.za)

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF PROFESSIONAL MULTI-DISCIPLINARY CONSULTING ENGINEERS TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN PLANNING, DESIGNING, IMPLEMENTING, MONITORING AND EVALUATING VARIOUS INFRASTRUCTURE DEVELOPMENT PROJECTS IN MPUMALANGA PROVINCE ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.**



TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF PROFESSIONAL MULTI-DISCIPLINARY CONSULTING ENGINEERS TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT OF THE MPUMALANGA PROVINCE IN PLANNING, DESIGNING, IMPLEMENTING, MONITORING AND EVALUATING VARIOUS INFRASTRUCTURE DEVELOPMENT PROJECTS IN MPUMALANGA PROVINCE ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.

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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF PROFESSIONAL MULTI-DISCIPLINARY CONSULTING ENGINEERS TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT OF THE MPUMALANGA PROVINCE IN PLANNING, DESIGNING, IMPLEMENTING, MONITORING AND EVALUATING VARIOUS INFRASTRUCTURE DEVELOPMENT PROJECTS IN MPUMALANGA PROVINCE ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.**

## **1. BACKGROUND**

The Department of Land Reform and Rural Development (DLRRD) has several programs to support the livelihood of rural communities and development in the Mpumalanga Province. These programs include the provision of social and economic infrastructure development for land reform beneficiaries. The infrastructure covers a wide variety of structures and processes such as basic infrastructure that includes transport, water supply, sanitation and electricity; housing social infrastructure that includes education, health, community facilities, ICT& telecommunications; economic and market infrastructure that includes marketplaces, financial infrastructure, enterprise zones, transport terminals and environmental and resilience infrastructure that includes, flood management, soil and land conservation, waste management and agricultural development. These programs are implemented across all municipalities within all three (3) districts of Mpumalanga Province.

The optimal, sustainable, and improved rural livelihoods, as well as the promotion of social and economic development on land reform projects in the Mpumalanga Province, remain the responsibility of the DLRRD. It is therefore crucial that the set of legislations, strategies, plans, and reforms be translated into action to promote broad economic development by addressing the legacy of land dispossession, food security, rural economic development, job creation, and business development. Promotion of the latter will therefore be based on the provision of post-settlement support to intended beneficiaries of the land reform projects within the parameters of the stipulated Departmental programmes.

## **2. SCOPE OF WORK**

The goal of this appointment is to obtain the services of experienced, specialised multi-disciplinary professional engineering consultants to meet the technical requirements for the successful implementation and construction of social and economic infrastructure on an as-and-when-required basis for a period of 36 months.

The contract will be professional fees-based and will be governed by or regulated by the Guideline Scope of Services and Tariff of Fees for Persons Registered in Terms of the Engineering Profession Act, 2000 (Act 46 of 2000), published in terms of Government Gazette Vol: 719 No. 52691 of 2025, as amended, for the relevant work description. Refer also to the Department of Public Service and Administration (DPSA) and Department of Public Works (DPW) websites in this regard.



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF PROFESSIONAL MULTI-DISCIPLINARY CONSULTING ENGINEERS TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT OF THE MPUMALANGA PROVINCE IN PLANNING, DESIGNING, IMPLEMENTING, MONITORING AND EVALUATING VARIOUS INFRASTRUCTURE DEVELOPMENT PROJECTS IN MPUMALANGA PROVINCE ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.**

Rates for persons not registered in terms of the Engineering Profession Act, 2000 should be in accordance with their relevant professional bodies and registered with the South African Council for Natural Scientific Professions (SACNASP), according to the Natural Scientific Professions Act, 2003 (Act No. 27, 2003), where applicable.

## **2.1 Consulting Period**

The consulting services are required for a period of thirty-six (36) months from the date of signing the Service Level Agreements (SLAs).

## **2.2 Programs and Projects**

The present list (but not limited to) of Programs that the Department are using for Basic Infrastructure Development for post settlement support and that will be covered by the services of the Professional Engineers are as follows:

- a) Establishment and Revitalisation of basic infrastructure in all land reform and rural development projects;
- b) Land Development Supports projects.
- c) Food security projects.
- d) Rural Infrastructure Development (RID) projects (inclusive of Socio-Economic projects).
- e) Tenure Reform (Communal Property Associations, Labour Tenants and Farm Dwellers) projects.
- f) Restitution Post Settlement Support projects.
- g) Development and Maintenance of Agricultural Facilities.
- h) Agricultural Risk Management (Droughts, Floods, etc.).
- i) Dam Safety.

## **2.3 Provincial Shared Service Centre and District Offices**

The point of services to be provided shall be at the offices as specified below:

- a) Provincial Shared Services Centre Office in Mbombela;
- b) Ehlanzeni District, Nelspruit Office;



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- c) Gert Sibande District, Ermelo Office; and
- d) Nkangala District, Witbank Office.



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## **2.4 Appointment Approach**

The DLRRD – Mpumalanga Province reserves the right to appoint or NOT to appoint different multidisciplinary Consultants.

## **2.5 Allocation of Work to the Appointed Service Providers.**

- a) The DLRRD will enter an SLA with the appointed Service Providers that will be used to manage their performance. The DLRRD reserves the right to terminate the services of appointed service providers due to poor performance, through contract management processes as stipulated in the Service Level Agreement (SLA).
- b) The sourcing of services from the panel will be as and when required.
- c) The service providers on the panel will be sourced using the approved Department’s engagement model. This engagement model will form part of the SLA of the appointed service providers.

## **2.6 Implementing Authority**

The Implementing Authority: Mpumalanga Provincial Shared Services Centre of the DLRRD:

|  |  |  |
|--|--|--|
| Address of Implementing Authority: Mpumalanga Provincial Shared Service Centre | <b>Technical Enquiries:</b><br>Ms Nolubabalo Machete<br>Mr Brighton Shumba   | <b>SCM Enquiries:</b><br>Ms Banele Ramanyimi   |
| Bateleur Office Park<br>17 Van Rensburg Street<br>NELSPRUIT, 1200              | Tel: (013) 754 8134/8000<br><a href="mailto:Nolubabalo.Machete@dlrrd.gov.za">Nolubabalo.Machete@dlrrd.gov.za</a><br>Tel : (013) 752 2064<br><a href="mailto:Brighton.Shumba@dlrrd.gov.za">Brighton.Shumba@dlrrd.gov.za</a> | Tel:(013) 754 8066/37/8000<br><a href="mailto:Banele.Ramanyimi@dlrrd.gov.za">Banele.Ramanyimi@dlrrd.gov.za</a> |



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## **2.7 Objectives and Minimum Standards**

The overall objective is to provide Multidisciplinary Professional Consulting Engineering Services for Land Reform and Rural development programs with active participation of Program and Project managers, Relevant Officials and Beneficiaries.

To achieve these objectives, the consulting services shall meet the following guidelines and standards:

- a) All applicable SA National Standards (SANS).
- b) All applicable Acts and Regulations.
- c) Directives to the Project as required by the Client Body.
- d) Professional engineering interpretation of the Project Engineer as agreed with the Client Body.

Multidisciplinary Professional Consulting Engineering firms shall adhere to and comply with the following legislations:

- a) Project and Construction Management Act, 2000 (Act No. 48 of 2000).
- b) Engineering Profession Act, 2000 (Act no 46 of 2000) (Civil & Structural).
- c) Engineering Profession Act, 2000 (Act no 46 of 2000) (Mechanical & Electrical).
- d) Engineering Profession Act, 2000 (Act no 46 of 2000) (Agricultural).
- e) Quantity Surveying Profession Act, 2000 (Act no 49 of 2000).
- f) Architectural Professions Act, 2000 (Act no 44 of 2000).
- g) Planning Profession Act, 2002 (Act 36 of 2002).
- h) Natural Scientific Professions Act of 2003, (Act 27 of 2003).
- i) Land Survey Act, 1997 (Act No. 8 of 1997).

## **2.8 General Scope of Works**

The multi-disciplinary specialised professional consulting engineering consultant will be remunerated at the tariffs applicable for personnel fees, appurtenant engineering instrument usage and the reimbursable expenses (as specified in clause 4 of this



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document) on a cost and time basis for consulting services related to specialised engineering in the general scope of works (GS) as listed herein under:

| REF.  | SCOPE DESCRIPTION   |
|-------|---|
| GS1:  | Scoping Report/Feasibility Study (including Environmental Impact Assessments (EIA). |
| GS2:  | Cost Estimation.  |
| GS3:  | Technical Report.   |
| GS4:  | Land survey (e.g., Topographical and aerial photography).                           |
| GS5:  | Preliminary Engineering Design (including Occupational Health and Safety (OHS).     |
| GS6:  | Detailed Design.  |
| GS7:  | Compilation of Specifications, Drawings and Bills of Quantities/Rates.              |
| GS8:  | Tender, Bidding and Adjudication Procedures.  |
| GS9:  | Assist farmers and beneficiaries in appointing reputable contractors.               |
| GS10: | Project Management (including OHS).   |
| GS11: | Supervision, Monitoring and Evaluation of construction work.                        |
| GS12: | Skills transfer to officials and farmers.   |
| GS13: | Close-out Report (including as-built drawings and O and M manuals).                 |

**The format of documentation should be as follows:**

|                     |  |
|---------------------|--|
| Reports:            | Hard copies and Electronic copies in PDF format, Word and Excel format on request. |
| Plans and Drawings: | Hard copies and Electronic copies in PDF and DXF format.                           |
| Tender documents:   | Hard copies and Electronic copies in Word and Excel format.                        |
| Survey data:        | Electronic copies in DTM format and compatible with various Design Software.       |
| Aerial photography: | Geo-referenced Electronic copy in JPG, TIF or SID format.                          |

**Note: All electronic data should be Geographical Information System (GIS) compatible.**



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**2.9 Specific Scope of Work**

|   |  |
|---|--|
| <p><b>SS1: Water supply for Agricultural, Industrial and Domestic use</b></p>   | <p><b>SS2: Irrigation</b></p>  |
| <p>Consulting activities to include:</p> <ul style="list-style-type: none"> <li>▪ Desk study (Existing reports and designs, database search, statistical data).</li> <li>▪ Water allocation (Incl. Inter alia, verification, validation, Water licence and rights).</li> <li>▪ Site verification and role player liaison.</li> <li>▪ Water source development (Incl. Groundwater – Sitting, drilling and testing).</li> <li>▪ Geotechnical or Geo-hydrological interpretation.</li> <li>▪ Laboratory analyses.</li> <li>▪ Data processing and demand analysis.</li> <li>▪ Hydraulic analysis.</li> <li>▪ Design water supply works.</li> <li>▪ Compile specifications, drawings and Bills of Quantities/Rates.</li> <li>▪ Compile tender/bidding documentation and execute adjudication procedures.</li> <li>▪ Execute construction supervision and project management.</li> <li>▪ Act as agent for the client in terms of OHS.</li> <li>▪ Commission the Works.</li> <li>▪ Compile close-out report (Incl. as build plans and O&amp;M manuals).</li> </ul> | <p>Consulting activities to include:</p> <ul style="list-style-type: none"> <li>▪ Desk study (Existing reports and designs, database search, statistical data).</li> <li>▪ Site verification and role player liaison.</li> <li>▪ Interpretation of soil survey.</li> <li>▪ Laboratory analyses.</li> <li>▪ Data processing and demand analysis.</li> <li>▪ Hydraulic analysis.</li> <li>▪ Design an irrigation system.</li> <li>▪ Compile specifications, drawings and Bills of Quantities/Rates.</li> <li>▪ Compile tender/bidding documentation and execute adjudication procedures.</li> <li>▪ Execute construction supervision and project management.</li> <li>▪ Act as agent for the client in terms of OHS.</li> <li>▪ Commission the Works.</li> <li>▪ Compile close-out report (Incl. as build plans and O and M manuals).</li> </ul> |
| <p><b>SS3: Farm structures and animal handling facilities (per project)</b></p>   | <p><b>SS4: Steel structures and storerooms (per project)</b></p>   |
| <p>Consulting activities to include:</p> <ul style="list-style-type: none"> <li>▪ Desk study (data base search, statistical data).</li> <li>▪ Site verification and role player liaison.</li> <li>▪ Geotechnical interpretation.</li> <li>▪ Laboratory analyses.</li> <li>▪ Data processing and demand analysis.</li> <li>▪ Design farm structures and animal handling facilities.</li> <li>▪ Compile specifications, drawings and Bills of Quantities/Rates.</li> <li>▪ Compile tender/bidding documentation and execute adjudication procedures.</li> </ul>   | <p>Consulting activities to include:</p> <ul style="list-style-type: none"> <li>▪ Desk study (database search, statistical data).</li> <li>▪ Site verification and role player liaison.</li> <li>▪ Geotechnical interpretation.</li> <li>▪ Laboratory analyses.</li> <li>▪ Data processing and demand analysis.</li> <li>▪ Design steel structures and storerooms.</li> <li>▪ Compile specifications, drawings and Bills of Quantities/Rates.</li> <li>▪ Compile tender/bidding documentation and execute adjudication procedures.</li> </ul>  |



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|   |   |
|---|---|
| <ul style="list-style-type: none"> <li>▪ Execute construction supervision and project management.</li> <li>▪ Act as agent for the client in terms of OHS.</li> <li>▪ Commission the Works.</li> <li>▪ Compile close-out report (Incl. as build plans and O and M manuals).</li> </ul>   | <ul style="list-style-type: none"> <li>▪ Execute construction supervision and project management.</li> <li>▪ Act as agent for client in terms of OHS.</li> <li>▪ Compile close-out report (Incl. as build plans and O and M manuals).</li> </ul>  |
| <p><b>SS5: Stock, Game and Security fencing (per project)</b></p>   | <p><b>SS6: Farm, Rural Roads and Bridges (per project)</b></p>  |
| <p>Consulting activities to include:</p> <ul style="list-style-type: none"> <li>▪ Desk study (database search, statistical data).</li> <li>▪ Site verification and role player liaison.</li> <li>▪ Geotechnical interpretation.</li> <li>▪ Laboratory analyses.</li> <li>▪ Data processing and demand analysis.</li> <li>▪ Design fences.</li> <li>▪ Compile specifications, drawings and Bills of Quantities/Rates.</li> <li>▪ Compile tender/bidding documentation and execute adjudication procedures.</li> <li>▪ Execute construction supervision and project management.</li> <li>▪ Act as agent for the client in terms of OHS.</li> <li>▪ Commission the Works.</li> <li>▪ Compile close-out report (Incl. as build plans and O and M manuals).</li> </ul> | <p>Consulting activities to include:</p> <ul style="list-style-type: none"> <li>▪ Desk study (database search, statistical data).</li> <li>▪ Site verification and role player liaison.</li> <li>▪ Geotechnical interpretation.</li> <li>▪ Laboratory analyses.</li> <li>▪ Data processing and demand analysis.</li> <li>▪ Design the Works (Incl. surface drainage on roads).</li> <li>▪ Compile specifications, drawings and Bills of Quantities/Rates.</li> <li>▪ Compile tender/bidding documentation and execute adjudication procedures.</li> <li>▪ Execute construction supervision and project management.</li> <li>▪ Act as agent for the client in terms of OHS.</li> <li>▪ Compile close-out report (Incl. as build plans and O and M manuals).</li> </ul> |
| <p><b>SS7: Electricity supply and reticulation (per project)</b></p>  | <p><b>SS8: Refurbishment and construction of Offices and houses (per project)</b></p>   |
| <p>Consulting activities to include:</p> <ul style="list-style-type: none"> <li>▪ Desk study (database search, statistical data).</li> <li>▪ Site verification and role player liaison.</li> <li>▪ Geotechnical interpretation.</li> <li>▪ Data processing and demand analysis.</li> <li>▪ Design the Works.</li> <li>▪ Compile specifications, drawings and Bills of Quantities/Rates.</li> <li>▪ Compile tender/bidding documentation and execute adjudication procedures.</li> <li>▪ Execute construction supervision and project management.</li> <li>▪ Act as agent for the client in terms of OHS.</li> <li>▪ Commission the Works.</li> </ul>  | <p>Consulting activities to include:</p> <ul style="list-style-type: none"> <li>▪ Desk study (database search, statistical data).</li> <li>▪ Site verification and role player liaison.</li> <li>▪ Geotechnical interpretation.</li> <li>▪ Data processing and demand analysis.</li> <li>▪ Design the Works.</li> <li>▪ Compile specifications, drawings and Bills of Quantities/Rates.</li> <li>▪ Compile tender/bidding documentation and execute adjudication procedures.</li> <li>▪ Execute construction supervision and project management.</li> <li>▪ Act as agent for the client in terms of OHS.</li> <li>▪ Commission the Works.</li> </ul>  |



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|   |   |
|---|---|
| <ul style="list-style-type: none"> <li>▪ Compile close-out report (Incl. as build plans and O and M manuals).</li> </ul>  | <ul style="list-style-type: none"> <li>▪ Compile close-out report (Incl. as build plans and O and M manuals).</li> </ul>  |
| <p><b>SS9: Canals, Weirs, and Dams (per project)</b></p> <p>Consulting activities to include:</p> <ul style="list-style-type: none"> <li>▪ Desk study (database search, statistical data).</li> <li>▪ Water allocation (Water licence and rights).</li> <li>▪ Site verification and role player liaison.</li> <li>▪ Geotechnical interpretation.</li> <li>▪ Hydrological interpretation.</li> <li>▪ Hydraulic analysis.</li> <li>▪ Laboratory analyses.</li> <li>▪ Data processing and demand analysis.</li> <li>▪ Design the works.</li> <li>▪ Compile specifications, drawings and Bills of Quantities/Rates.</li> <li>▪ Compile tender/bidding documentation and execute adjudication procedures.</li> <li>▪ Execute construction supervision and project management.</li> <li>▪ Act as agent for the client in terms of OHS.</li> <li>▪ Compile close-out report (Incl. as build plans and O and M manuals).</li> </ul> | <p><b>SS10: Soil Conservation Structures (per project)</b></p> <p>Consulting activities to include:</p> <ul style="list-style-type: none"> <li>▪ Desk study (database search, statistical data).</li> <li>▪ Site verification and role player liaison.</li> <li>▪ Geotechnical interpretation.</li> <li>▪ Hydrological interpretation.</li> <li>▪ Hydraulic analysis.</li> <li>▪ Laboratory analyses.</li> <li>▪ Data processing and demand analysis.</li> <li>▪ Design the works.</li> <li>▪ Compile specifications, drawings and Bills of Quantities/Rates.</li> <li>▪ Compile tender/bidding documentation and execute adjudication procedures.</li> <li>▪ Execute construction supervision and project management.</li> <li>▪ Act as agent for the client in terms of OHS.</li> <li>▪ Compile close-out report (Incl. as build plans and O and M manuals).</li> </ul> |
| <p><b>SS11: Dam Safety</b></p> <p>Consulting activities to include:</p> <ul style="list-style-type: none"> <li>▪ Desk study (database search, statistical data).</li> <li>▪ Site verification and role player liaison.</li> <li>▪ Geotechnical interpretation.</li> <li>▪ Hydrological interpretation.</li> <li>▪ Hydraulic analysis.</li> <li>▪ Laboratory analyses.</li> <li>▪ Data processing and demand analysis.</li> <li>▪ Design the works.</li> <li>▪ Compile specifications, drawings and Bills of Quantities/Rates.</li> <li>▪ Compile tender/bidding documentation and execute adjudication procedures.</li> <li>▪ Execute construction supervision and project management.</li> <li>▪ Act as agent for the client in terms of OHS.</li> <li>▪ Compile close-out report (Incl. as build plans</li> </ul>   | <p><b>SS12: Agro-Processing</b></p> <p>Consulting activities to include:</p> <ul style="list-style-type: none"> <li>▪ Desk study (database search, statistical data).</li> <li>▪ Site verification and role player liaison.</li> <li>▪ Geotechnical interpretation.</li> <li>▪ Analysis for product-specific requirements.</li> <li>▪ Laboratory analyses.</li> <li>▪ Data processing and demand analysis.</li> <li>▪ Design the works.</li> <li>▪ Compile specifications, drawings and Bills of Quantities/Rates.</li> <li>▪ Compile tender/bidding documentation and execute adjudication procedures.</li> <li>▪ Execute construction supervision and project management.</li> <li>▪ Act as agent for the client in terms of OHS.</li> <li>▪ Compile close-out report (Incl. as build plans and O and M manuals).</li> </ul>  |



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and O and M manuals).

**SS13: Other Typical Infrastructure Projects:**

**a) Basic Infrastructure:**

- Transport: Rural roads, Footpaths, Bridges.
- Water Supply: Boreholes, Wells, Piped water systems.
- Sanitation: Toilets, Septic systems, Wastewater management.
- Electricity: Rural electrification (grid and off-grid), Solar mini-grids.
- Housing: Low-cost rural housing, Upgraded informal dwellings.

**b) Social Infrastructure:**

- Education: Primary and secondary schools, adult learning centres, Libraries.
- Health: Rural clinics and mobile health units, Maternity wards.
- Community Facilities: Community halls, Recreational centres, Sports fields.
- Information and Communication Technology and Telecommunications: Cell phone towers, Internet hubs, Public Wi-Fi zones.

**c) Economic and Market Infrastructure:**

- Marketplaces: Fresh produce markets, Livestock trading posts, Craft markets.
- Financial Infrastructure: Automatic Teller Machines, Banking agents, Mobile banking centres.
- Enterprise Zones: Small industrial hubs, Rural business parks.
- Transport Terminals: Bus and taxi ranks, Goods loading/unloading bays.

**d) Environmental and Resilience Infrastructure:**

- Flood Management: Dams, Levees, Stormwater drainage systems.
- Soil & Land Conservation: Terracing, Windbreaks, Erosion barriers.
- Waste Management: Solid waste sites, Composting and recycling, Sanitary landfills.

**SS14: Supervision of Contractors**

Consulting activities to include:

- a) Familiarise with the DLRRD plans, programs and contracts.
- b) Site verification and role player liaison.
- c) Act as the DLRRD Agent by managing Consultants on other projects.
- d) Construction supervision of work undertaken by the companies and Contractors as follows:



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- The function of the construction supervision work is to represent the DLRRD on site, including the following:-
- Ensuring that the equipment and materials used are according to the required standards and specifications.
- Review of work procedures.
- Ensuring that the equipment is installed correctly and according to the approved specifications and designs (e.g. laying of pipe).
- Checking that the specified South African National Standards codes are adhered to.
- Ensuring that the pre-approved design is adhered to.
- Inspect all completed work and materials on site and prepare progress reports.

e) Health and safety issues on site:

- The Service Provider will act as the agent for the DLRRD in terms of the Construction Regulation 2003, issued in terms of the Occupational Health and Safety Act of 1993.
- The Service Provider shall arrange, formally and in writing, for the contracted companies to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).
- The Service Provider shall execute the duties of the DLRRD, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).
- The Service Provider shall comply with Covid-19 Occupational Health and Safety measures in workplaces - covid-19 (C19-OHS), 2020.

f) Design Review:

- The contractors and farmers can submit designs and bills of material to the DLRRD for checking on an ongoing basis. Once satisfied, the DLRRD then issues an order for the work. The Service Provider will provide support to the DLRRD for this design review function. The function can best be described as technical auditing.
- This design review function includes:
  - Checking the bill of materials against the design;
  - Checking of prices against the given rates and/or industry norms;
  - Checking compliance with relevant SANS codes; and
  - Spot checks on various critical parts of the design, e.g. pump selection, friction loss in mainline, road specification, etc.

g) Quality assurance of works:

- Check that the turn-key company has an approved quality assurance plan in place and



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that the plan is always implemented .

- Check various critical aspects of the installation, which could have major impacts on the longevity of the scheme, i.e. bedding and depth of pipe.
- h) Project administration, including measurement of progress and checking of payment certificates:
- Measurement of progress on a weekly basis and preparation of progress reports monthly. Compare progress according to the approved and agreed program submitted by the contractor. Give instructions on behalf of the DLRRD to the contractor regarding deviations from the programme.
- i) Training of DLRRD personnel:
- Certain DLRRD personnel have been appointed as project managers for the Land Development Support and Rural Infrastructure Development programmes. It is of utmost importance that the Service Provider/Consultant communicates and always co-operates with these DLRRD personnel .
  - The Service Provider/Consultant is required to act as a mentor to these DLRRD personnel and assist in their efforts to become registered as Professionals under the Engineering Profession Act 46 of 2000.
- j) Any other work which may be required by the DLRRD.
- k) Compile tender/bidding documentation and execute adjudication procedures.

### **3. STAFFING**

#### **3.1 Conduct and Experience**

The Consultant's staff shall always act professionally and with integrity, objectivity, and independence as a faithful technical advisor to the DLRRD. The Consultant's team shall have the necessary professional knowledge, skill, and experience to undertake the assignment. Appointed Consultants and their staff must comply with ESCA, including the Code of Conduct of other statutory bodies.

#### **3.2 Specialised Skills**

Personnel with specialised skills will be required by the DLRRD. The Consultant shall demonstrate to the DLRRD that they have the range of skills, experience, and



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resources necessary to meet the core requirements of this contract while also having the resources and skills to meet requirements for specialist personnel.

**3.3 Empowerment**

The commitment of the DLRRD to the Government's policy concerning the empowerment of historically disadvantaged individuals, companies and Small, Medium, Micro Enterprises (HDI/HDC/SMMEs) shall be noted and adhered to by the Consultant.

**3.4 NARYSEC Participation Requirement:**

In line with the DLRRD's empowerment initiatives, the successful bidder shall be required to engage youth participants from the National Rural Youth Service Corps (NARYSEC) in the implementation of this project. The appointed service provider must:

- a) Provide structured work opportunities and practical training aligned with the project scope for the specified NARYSEC youth in the project area;
- b) Ensure that the NARYSEC participants are included in capacity-building activities and report on their participation monthly; and
- c) Work collaboratively with DLRRD and local NARYSEC coordinators to facilitate recruitment and supervision.

**3.5 Experience**

Bidders should indicate in their proposals their expertise and their capacity to undertake this assignment, together with an indicative plan. Bidders must, in their submissions, prove their experience in planning, design, procurement, construction supervision and project management of the following elements:

| Basic Infrastructure  |  |   |
|---|--|---|
| <b>Transport:</b>   | <b>Water Supply:</b>   | <b>Sanitation:</b>  |
| <ul style="list-style-type: none"> <li>▪ Construction and upgrading of rural roads</li> </ul> | <ul style="list-style-type: none"> <li>▪ Drilling and equipping of boreholes and wells.</li> </ul> | <ul style="list-style-type: none"> <li>▪ Construction of ventilated improved pit (VIP) latrines.</li> </ul> |



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|   |  |  |
|---|--|--|
| <ul style="list-style-type: none"> <li>and bridges.</li> <li>▪ Installation of road signage and safety features.</li> <li>▪ Maintenance of footpaths and access routes</li> </ul>   | <ul style="list-style-type: none"> <li>▪ Irrigation and Earth Dams</li> <li>▪ Construction of piped water supply schemes.</li> <li>▪ Installation of water storage tanks and treatment systems.</li> </ul>   | <ul style="list-style-type: none"> <li>▪ Installation of septic tanks and small-scale sewage systems.</li> <li>▪ Development of hygiene awareness programs.</li> </ul> |
| <p><b>Electricity:</b></p> <ul style="list-style-type: none"> <li>▪ Extension of the electricity grid to rural communities.</li> <li>▪ Installation of solar mini-grids and standalone solar systems.</li> <li>▪ Provision of electrical connections to households and public buildings.</li> </ul> | <p><b>Housing:</b></p> <ul style="list-style-type: none"> <li>▪ Construction of low-cost and affordable housing units.</li> <li>▪ Rehabilitation of informal and substandard housing.</li> </ul> <p>Provision of basic services to new housing developments.</p> |  |
| <b>Social Infrastructure</b>  |  |  |
| <p><b>Education:</b></p> <ul style="list-style-type: none"> <li>▪ Construction of classrooms and school facilities.</li> <li>▪ Provision of furniture and learning materials.</li> <li>▪ Rehabilitation of existing schools.</li> </ul>   | <p><b>Health:</b></p> <ul style="list-style-type: none"> <li>▪ Construction of rural health clinics and mobile health units.</li> <li>▪ Provision of medical equipment and supplies.</li> </ul> <p>Training of community health workers.</p>                     |  |
| <p><b>ICT &amp; Telecommunications:</b></p> <ul style="list-style-type: none"> <li>▪ Installation of cellphone towers and internet infrastructure.</li> <li>▪ Establishment of digital learning and access hubs.</li> <li>▪ Provision of public Wi-Fi zones and ICT training programs.</li> </ul>   | <p><b>Community Facilities:</b></p> <ul style="list-style-type: none"> <li>▪ Construction of community halls and sports fields.</li> <li>▪ Development of multipurpose community centres.</li> </ul> <p>Provision of recreational and cultural spaces.</p>       |  |
| <b>Economic and Market Infrastructure</b>   |  |  |
| <p><b>Marketplaces:</b></p> <ul style="list-style-type: none"> <li>▪ Construction of local and regional market facilities.</li> <li>▪ Provision of storage and vendor stalls.</li> <li>▪ Development of market access roads.</li> </ul>   | <p><b>Financial Infrastructure:</b></p> <ul style="list-style-type: none"> <li>▪ Installation of ATMs and banking kiosks.</li> <li>▪ Establishment of mobile money and agency banking points.</li> </ul> <p>Financial Literacy training programs.</p>            |  |
| <p><b>Transport Terminal:</b></p> <ul style="list-style-type: none"> <li>▪ Construction of rural bus and taxi ranks.</li> <li>▪ Installation of passenger shelters and loading bays.</li> <li>▪ Provision of signage and security features.</li> </ul>  | <p><b>Enterprise Zones:</b></p> <ul style="list-style-type: none"> <li>▪ Development of rural business parks and industrial sheds.</li> <li>▪ Provision of support infrastructure for SMEs.</li> </ul> <p>Business incubation and mentorship programs.</p>       |  |
| <b>Environmental and Resilience Infrastructure</b>  |  |  |
| <b>Flood Management:</b>  | <b>Soil and Land Conservation:</b>   | <b>Waste Management;</b>   |



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|   |   |   |
|---|---|---|
| <ul style="list-style-type: none"> <li>▪ Construction of small dams, levees, and retention ponds.</li> <li>▪ Rehabilitation of natural drainage systems.</li> <li>▪ Installation of early warning systems.</li> </ul>   | <ul style="list-style-type: none"> <li>▪ Implementation of terracing and contour farming.</li> <li>▪ Establishment of windbreaks and reforestation programs.</li> <li>▪ Soil erosion control and gully rehabilitation.</li> </ul> | <ul style="list-style-type: none"> <li>▪ Construction of solid waste collection and disposal facilities.</li> <li>▪ Establishment of composting and recycling centres.</li> </ul> |
| <p>On-farm infrastructure encompasses the physical assets within the farm's boundaries that directly support agricultural production and processing, such as:</p> <ul style="list-style-type: none"> <li>▪ <b>Buildings:</b> Farmhouses, barns, sheds, workshops, and storage facilities.</li> <li>▪ <b>Fencing:</b> To contain livestock and delineate property boundaries.</li> <li>▪ <b>Irrigation systems:</b> Wells, pumps, canals, and other water management systems.</li> <li>▪ <b>Equipment:</b> Tractors, harvesters, and other machinery.</li> <li>▪ <b>Storage facilities:</b> Grain bins, silos, and cold storage for harvested crops.</li> <li>▪ <b>Livestock facilities:</b> Pens, barns, and handling systems for animals.</li> <li>▪ <b>Utilities:</b> Electricity, water, and internet access.</li> </ul> |   |   |
| <p>Off-farm infrastructure includes the external systems and facilities that connect the farm to the broader agricultural system and economy, such as:</p> <ul style="list-style-type: none"> <li>▪ <b>Roads:</b> Ensuring access to markets and transportation of goods.</li> <li>▪ <b>Markets:</b> Local, regional, and international markets where farmers can sell their products.</li> <li>▪ <b>Processing facilities:</b> Facilities for cleaning, sorting, packaging, and processing agricultural products.</li> <li>▪ <b>Storage facilities:</b> Warehouses and cold storage outside the farm for storing and distributing goods.</li> <li>▪ <b>Transportation networks:</b> Roads, railways, and shipping ports are used to move products.</li> </ul>  |   |   |

### 3.6 Employer's Requirements

The following Employer's Requirements should also be noted:

- a) Liaison with officials will be through the Program or Project Managers.
- b) The bidder rates shall be submitted in the form of a Schedule of Rates.
- c) The DLRRD in Mpumalanga Province reserves the right to increase or decrease the Terms of Reference to meet their requirements from time to time.
- d) There is no guarantee as to the minimum or maximum value of the final Contract.



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- e) The rates will be applied unaltered to work carried out anywhere in the Mpumalanga Province.
- f) Where the Schedule of Rates does not cover all rates required for a Project, additional rates shall be negotiated prior to the approval of the Agreement for the Project.

#### **4. CONDITIONS ON PRICING SCHEDULE**

##### **4.1 Notes on Personnel, Fees and Tariffs**

The fees for engineering services rendered in accordance with the Scope of Work must be calculated in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in Terms of the Engineering Profession Act, 2000 (Act 46 of 2000), published in terms of Government Gazette Vol: 719 No.52691 of 2005, as amended, for the relevant work description. Refer also to the Department of Public Service and Administration (DPSA) and Department of Public Works and Infrastructure (DPWI) websites in this regard.

Rates for persons not registered in terms of the Engineering Profession Act, should be in accordance with their relevant professional bodies and registered with the South African Council for Natural Scientific Professions (SACNASP), according to the Natural Scientific Professions Act, 2003 (Act No. 27, 2003), where applicable.

#### **5. MANDATORY CRITERIA**

**Bidders are required to submit the following mandatory documents with their Bids. Failure to submit will lead to the disqualification of the Bid:**

- a) Letter of authority on Company Letterhead. Attach a resolution letter authorising a person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bidder.  
In the case of a **ONE PERSON CONCERN** submitting a bid, this shall be clearly stated on the company letterhead.  
In the case of a **COMPANY** submitting a bid, include a copy of a resolution by its board of directors authorising a director or other official of the company to



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sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a bid, 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 bid, 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 bid.

In the case of **JOINT VENTURE** submitting a bid, it must 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.

- b) Professional Indemnity Insurance of R5 million, Letter of intent or quotation from the Insurer for Bidding Consultants (Attach proof of cover or signed letter of intent from insurer or quotation from insurer).
- c) Signed Curriculum Vitae (CV)/Resume and a valid certified professional ECSA registration certificate (Pr. Eng) and Bachelor's degree in Civil Engineering or Agricultural Engineering for Team Leader.
- d) Letter of Good Standing issued by ECSA that is NOT older than six (6) months for Team Leader and all Key personnel registered with ECSA i.e. Agricultural Engineer, Civil (Structural Engineer) and Civil (Transportation Engineer)
- e) All other Key Personnel Team members must provide their professional registration certificates issued by their respective statutory bodies i.e. (Registered Professional Architect ( Pr.Arch) with SACAP, Registered Professional Quantity Surveyor with SACQSP (Pr.QS,), Environmental Scientists Registered with SACNASP or a member of SAIEP as Pr. Scientist, Social Facilitator with Bachelor's degree in Social Sciences or Development Studies or related field or Education )
- f) All Foreign acquired qualifications are to and must be accompanied by South African Qualification Authority (SAQA) accreditation certificates.
- g) Attendance of Compulsory Briefing Session.

**Returnable:**



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- a) Bid documents shall be submitted as downloaded and printed from the website without any alterations (Any alterations will render the bid null and void and will be disqualified).
- b) Bidders must ensure compliance with their tax obligations. Bidders may submit a printed TCS/CSD/SARS PIN together with their bid.
- c) In bids where a consortium/Joint Venture/subcontractors are involved, each party must submit a separate valid tax clearance certificate, SARS PIN, TCS or CSD printout.
- d) Bidder's previous experience
- e) List of traceable references for similar services.
- f) Approach paper and methodology – full and detailed.
- g) Signed CVs of support from Professional staff and certified copies of qualifications.
- h) Organogram of the Bidder

## **6. EVALUATION METHOD**

Bidders will be evaluated for compliance and functionality. It is important that the relevant information is included to enable the Technical Proposal to be evaluated in accordance with the procedure outlined below. All supporting documents must be submitted.

The bid will be evaluated as per the criteria set out. Each must acquire the minimum points for the bid to be considered responsive. The bid evaluation will be conducted as follows:

### **6.1 FUNCTIONALITY**

6.1.1 Functionality will be evaluated by Members of the Bid Evaluation Committee in accordance with the functionality criteria and values illustrated below:

- Signed Curriculum Vitae (CVs) of proposed Project Leader and Project Team, highlighting qualifications and relevant experience with reference to the specifications of this bid.



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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF PROFESSIONAL MULTI-DISCIPLINARY CONSULTING ENGINEERS TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT OF THE MPUMALANGA PROVINCE IN PLANNING, DESIGNING, IMPLEMENTING, MONITORING AND EVALUATING VARIOUS INFRASTRUCTURE DEVELOPMENT PROJECTS IN MPUMALANGA PROVINCE ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.**

- Provide project descriptions of completed projects, highlight experience with similar projects successfully delivered within the past 10 years in South Africa. Provide contact details for the employers for these projects. Attach the letter of completion or completion certificates.
- The methodology paper must respond to the scope of work, the nature of the contract and outline the proposed approach/ methodology, including that relating to the controlling programming and management of sub-consultants in relation to the works that may be provided over the term of the contract.

6..1.2 The bidding company and staff experience will be evaluated. Each bid will be assessed and awarded points for Functionality. A minimum of **70 points out of 100 is required to be accredited into the panel**. In addition, only bidders who would have scored the minimum acceptable score for criteria 1 (**KEY RESOURCES**) and 2 (**COMPANY EXPERIENCE**), which are key to demonstrating capacity to carry out this contract, will be deemed acceptable and will form part of the panel. The minimum acceptable score for each criterion is shown in the evaluation criteria below. The rest will not be considered further.

**Key Project Team Requirement**

The Bidder shall provide qualified Key Personnel for the successful execution of the scope of works. All personnel must possess relevant qualifications and valid professional registrations recognised by the appropriate South African statutory bodies as specified below: The table below contains the key project team and their minimum requirements for guidance and reference purposes. The Bidder shall provide signed CVs/Resumes, certified copies of qualifications, a letter of Good Standing from ECSA for professionals registered with ECSA, and certified proof of professional registrations for all Key Personnel at bid submission.

Any changes to Key Personnel during the contract shall require prior written approval by DLRRD and must meet the above criteria, as outlined in the table below.

| <b>KEY PERSONNEL</b> | <b>MINIMUM QUALIFICATION</b>                | <b>EXPERIENCE</b>                                 | <b>PROFESSIONAL REGISTRATION (SOUTH AFRICA)</b> |
|----------------------|---|---|---|
| <b>Team Leader</b>   | Bachelor’s degree in Civil Engineering, or, | Minimum 10 years post registration managing rural | Registered Professional Engineer (Pr. Eng) with |



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| <b>KEY PERSONNEL</b>                   | <b>MINIMUM QUALIFICATION</b>   | <b>EXPERIENCE</b>   | <b>PROFESSIONAL REGISTRATION (SOUTH AFRICA)</b>  |
|--|--|---|--|
|  | Agricultural Engineering (Attach Certified Degree Certificate and <b>SAQA accreditation certificate</b> where applicable)                      | infrastructure projects in South Africa or similar contexts   | ECSA. (Attach Certified ECSA Registration Certificate and letter of good standing)   |
| <b>Civil (Structural) Engineer</b>     | Bachelor's degree in Civil Engineering (Attach Certified Degree Certificate and <b>SAQA accreditation certificate</b> where applicable)        | Minimum 3 years post-registration in rural infrastructure design and supervision                        | Registered Professional Engineer (Pr. Eng). (Attach Certified ECSA Registration Certificate and letter of good standing)           |
| <b>Civil (Transportation) Engineer</b> | Bachelor's degree in Civil Engineering (Attach Certified Degree Certificate and <b>SAQA accreditation certificate</b> where applicable)        | Minimum 3 years post-registration in rural infrastructure design and supervision                        | Registered Professional Engineer (Pr. Eng). (Attach Certified ECSA Registration Certificate and letter of good standing)           |
| <b>Agricultural Engineer</b>           | Bachelor's degree in Agricultural Engineering (Attach Certified Degree Certificate and <b>SAQA accreditation certificate</b> where applicable) | Minimum 3 years post-registration experience in rural/agricultural infrastructure                       | Registered Professional Engineer (Pr. Eng) with ECSA. (Attach Certified ECSA Registration Certificate and letter of good standing) |
| <b>Architect</b>                       | Bachelor's degree Architecture (Attach Certified Degree Certificate and <b>SAQA accreditation certificate</b> where applicable)                | Minimum 3 years post-registration experience in architectural design for rural/community infrastructure | Registered Professional Architect ( Pr.Arch) with SACAP. (Attach certified registration certificate)                               |



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| <b>KEY PERSONNEL</b>            | <b>MINIMUM QUALIFICATION</b>   | <b>EXPERIENCE</b>   | <b>PROFESSIONAL REGISTRATION (SOUTH AFRICA)</b>   |
|---------------------------------|--|---|---|
| <b>Quantity Surveyor</b>        | Bachelor's degree or National Diploma in Quantity Surveying (Attach Certified Degree/ Diploma Certificate and <b>SAQA accreditation certificate</b> where applicable)                    | Minimum 3 years of post-registration experience in cost estimation, contract administration, and procurement for rural projects           | Registered Professional Quantity Surveyor with SACQSP (Pr. QS).( Attach certified registration certificate) |
| <b>Environmental Consultant</b> | Bachelor's degree in Environmental Science (Attach Certified Degree Certificate and <b>SAQA accreditation certificate</b> where applicable)  | Minimum 3 years post-registration experience in environmental impact assessments, compliance with South African environmental legislation | Registered with SACNASP or a member of SAIEP as Pr. Scientist (Attach certified registration certificate)   |
| <b>Social Facilitator</b>       | Bachelor's degree in Social Sciences or related field, Development Studies or Education (Attach Certified Degree Certificate and <b>SAQA accreditation certificate</b> where applicable) | Minimum 3 years of experience working with rural communities and stakeholder engagement   | No registration is required   |

**PROJECT TEAM SCORING ( MINIMUM ACCEPTABLE SCORE: 40)**

The applicable values that will be utilised when scoring each criterion range from 0 being poor, 3 average, 4 being good, and **5 being excellent**.

| <b>TEAM DESCRIPTION, REQUIREMENTS AND SCORING</b>   | <b>WEIGHT</b> |
|---|---------------|
| <b>PROJECT TEAM: KEY RESOURCES</b>  |               |
| All personnel must possess relevant qualifications and valid professional registrations recognised by the appropriate South African statutory bodies as specified below: The Bidder must provide signed CVs illustrating projects |               |



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and value, certified copies of qualifications, and certified proof of professional registrations for all Key Personnel at Tender/Bid submission. A letter of Good Standing from ECSA for the Team Leader is mandatory. Any changes to Key Personnel during the contract shall require prior written approval by DLRRD and must meet the above criteria as follows:

Team Leader: Should have a Bachelor's degree , Clear experience as a project leader or manager, proof of ECSA registration as a professional with 10 years **post-registration**.

- Structural Engineer: Should have a Bachelor's degree, Clear experience as a structural designer in similar projects, proof of ECSA registration as a professional. Minimum 3 years post registration experience.
- Transportation Engineer: Should have Bachelor's degree, Clear experience as a road and transportation designer, proof of ECSA registration as a professional. Minimum 3 years post registration experience.
- Agricultural Engineer: Should have a Bachelor's degree, Clear experience in On and off-farm infrastructure, proof of ECSA registration as a professional. Minimum 3 years post registration experience.
- Architect: Should have a Bachelor's degree, Clear experience in Architectural works within Rural Space, proof of SACAP registration as a professional. Minimum 3 years post registration experience
- Quantity Surveyor: Should have a Bachelor's degree or National Diploma, Clear experience in quantity survey for Rural Developmental projects, proof of SACQSP registration as a professional. Minimum 3 years post registration experience.
- Environmental Consultant: Should have Bachelor's degree, Clear experience as an Environmental Consultant for Rural Developmental projects, proof of Pr. SACNASP or EAPASA registration as a professional. Minimum 3 years post registration experience.
- Social Facilitator with a bachelor's degree in Social sciences or a related field. No registration required.

| Key Personnel  | Experience in years   | Rating | Weighting |    |
|--|---|--------|-----------|----|
| <b>Team Leader</b><br>Bachelor's degree in Civil engineering or Agricultural Engineering<br>Pr.Eng ECSA (10 years) | 10 years or more as a project manager/leader                        | 5      | 10        | 60 |
|  | More than 5 years up to and less than 10 years as a project manager | 4      |           |    |



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|   |  |   |    |
|---|--|---|----|
| post-registration).   | More than 3 years up to and including 5 years as a project manager | 3 |    |
|   | 3 years or below as a project manager                              | 0 |    |
|   |  |   |    |
| <b>Structural Engineer</b><br>Bachelor's degree in civil engineering, PrEng ECSA                        | 10 years or more as a civil engineer                               | 5 | 10 |
|   | More than 5 years up to and less than 10 years as a civil engineer | 4 |    |
|   | More than 3 years up to and including 5 years as a civil engineer  | 3 |    |
|   | 3 years or below as a civil engineer                               | 0 |    |
|   |  |   |    |
| <b>Transportation Engineer</b><br>Bachelor's degree in civil engineering, PrEng ECSA                    | 10 years or more as a civil engineer                               | 5 | 10 |
|   | More than 5 years up to and less than 10 years as a civil engineer | 4 |    |
|   | More than 3 years up to and including 5 years as a civil engineer  | 3 |    |
|   | 3 years or below as a civil engineer                               | 0 |    |
|   |  |   |    |
| <b>Agricultural Engineer</b><br>Bachelor's degree in Agricultural Engineering or equivalent, PrEng ECSA | 10 years or more as an agricultural engineer                       | 5 | 10 |
|   | Between 5 years and less than 10 years as an agricultural engineer | 4 |    |
|   | Between 3 years and less than 5 years as an agricultural engineer  | 3 |    |
|   | Less than 3 years as an agricultural engineer                      | 0 |    |
|   |  |   |    |



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|  |   |   |   |
|--|---|---|---|
| <b>Architect</b><br>Bachelor's degree or equivalent in Architecture, PR Arch SACAP   | 10 years or more as an architect                                      | 5 | 5 |
|  | Between 5 years and less than 10 years as an architect                | 4 |   |
|  | Between 3 years and less than 5 years as an architect                 | 3 |   |
|  | Less than 3 years as an architect                                     | 0 |   |
|  |   |   |   |
| <b>Quantity Surveyor</b><br>Bachelor's degree or National Diploma in Quantity Surveying, Pr. QS SACQSP                                 | 10 years or more as a quantity surveyor                               | 5 | 5 |
|  | Between 5 years and less than 10 years as a quantity surveyor         | 4 |   |
|  | Between 3 years and less than 5 years as a quantity surveyor          | 3 |   |
|  | Less than 3 years as a quantity surveyor                              | 0 |   |
|  |   |   |   |
| <b>Environmental Consultant</b><br>Bachelor's honours degree in environmental science or related field, Pr. SACNASP or member of SAIEP | 10 years or more as an environmental consultant                       | 5 | 5 |
|  | Between 5 years and less than 10 years as an environmental consultant | 4 |   |
|  | Between 3 years and less than 5 years as an environmental consultant  | 3 |   |
|  | Less than 3 years as an environmental consultant                      | 0 |   |
|  |   |   |   |
| <b>Social Facilitator</b><br>Bachelor's degree in social sciences or related field   | 10 years or more  | 5 | 5 |
|  | Between 5 years and less than 10 years                                | 4 |   |
|  | Between 3 years and less than 5 years                                 | 3 |   |
|  | Less than 3 years   | 0 |   |
|  |   |   |   |

**COMPANY EXPERIENCE SCORING**



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The applicable values that will be utilised when scoring each criterion ranges from **0 =No Information, 1= Poor, 2= Average 3=Good 4 being good, 5= being excellent.**

**Company Experience Scoring (Minimum Acceptable Score: 15)**

| SCORING  |               | WEIGHT        |
|--|---------------|---------------|
| <b>Number of Projects</b>  | <b>Points</b> | <b>25</b>     |
| No projects submitted  | 0             |               |
| 1 x qualifying project   | 1             |               |
| 2 x qualifying projects  | 2             |               |
| 3 x qualifying projects  | 3             |               |
| 4 x qualifying projects  | 4             |               |
| 5 x qualifying projects  | 5             |               |
| <b>APPROACH PAPER AND METHODOLOGY</b>  |               | <b>WEIGHT</b> |
| <p>The approach paper must respond to the scope of work and the nature of the contract, and outline the proposed approach/methodology, including that relating to the controlling programming and management of sub-consultants in relation to the works that may be provided over the term of the contract. The approach paper, as such, needs to include:</p> <ul style="list-style-type: none"> <li>a) Table of Contents: Listing of contents of the approach paper with page numbers and References to annexures (if any);</li> <li>b) Executive Summary: A summary of the whole contents of the approach paper;</li> <li>c) Approach: Detailed approach that the bidder feels best to deliver the intended services for the project with identification of tasks for each of the activities/deliverables as have been foreseen, and work detailing at least the following: <ul style="list-style-type: none"> <li>i. Understanding of Project Scope.</li> <li>ii. Methodology to be adopted, including a generic project implementation schedule for the services as given in the scope of work (Activity, task and sub-task wise to achieve the deliverables); Organogram for the proposed project team and their responsibilities.</li> <li>iii. Identified project Implementation Risks and Risk management Proposal.</li> <li>iv. Quality control mechanism to be adopted for the project deliverables.</li> <li>v. Stakeholder Identification, management, and reporting mechanisms to be followed.</li> </ul> </li> </ul> |               | <b>15</b>     |
| <b>TOTAL</b>   |               | <b>100</b>    |



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**NB: It is important that the bidder provides the requested information, as this will be used for functionality, for which a minimum of 70 points must be achieved to be appointed and accredited to the panel.**

#### **a. RIGHT OF DLRRD TO INVESTIGATE AND SEEK CLARIFICATION**

- a) DLRRD may, in its sole discretion, seek clarification during the process. In the process of clarification, no change in the substance of the Technical Section sought, offered or permitted.
- b) DLRRD will seek all clarifications in writing, and the bidders' responses shall also be in writing.
- c) Without limiting the generality above, DLRRD may, in its sole discretion:
  - i. investigate evidence of the ability and experience of a bidder under consideration, including joint venture partners, proposed subcontractors, and parties otherwise related to the bidder or the Tenderer's Proposal; and
  - ii. require or seek out confirmation from other parties of information furnished by a bidder.
  - iii. Provide proof of Professional Indemnity Insurance for the bidding process must be submitted by the successful bidder(s) within the period of fourteen working days after the award. The department reserves the right to cancel the contract if these required documents are not submitted within the specified time.

## **7. APPENDIX TO BIDDERS**

Note: except for the items for which the DLRRD requirements have been inserted, the following information must be completed and submitted with the bid:

Employer's name and address

Department of Land Reform and Rural Development,

Mpumalanga Province  
Private Bag X 11305  
NELSPRUIT, 0700



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Name and address of the Consultancy Team

.....  
 .....

|                                 |   |
|---------------------------------|---|
| Time for completion of works    | Thirty-Six months (36)/ 3 years   |
| Law of the Contract             | South Africa  |
| Ruling Language                 | English   |
| Language for communication      | English   |
| Electronic transmission systems | E-mail with confirmation of receipt                                     |
| Confidential details            | N/A   |
| Normal working hours            | As per current Labour Legislation                                       |
| Wages payable to day labourers' | Minimum wages to comply with the "Minimum Wage Legislation" for an area |

**8. PUBLICATION**

- 8.1 National Treasury e-Tender Portal
- 8.2 DLRRD Website

**9. ADVERT TENDER PERIOD**

- 9.1 Minimum of 21 calendar days



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