LA 1.2

5/2/2/2- DLRRD NC 003 (2026/2027)

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER / CONSORTIUM OF SUITABLY QUALIFIED FIRMS TO DEVELOP A DETAILED PRECINCT PLAN FOR THE POSTMASBURG INDUSTRIAL PRECINCT FOR TSANTSABANE LOCAL MUNICIPALITY WITHIN A PERIOD OF SIXTEEN (16) MONTHS IN THE NORTHERN CAPE PROVINCE

CLOSING DATE 06 NOVEMBER 2026:

TECHNICAL ENQUIRIES :

Mr Janco du Plessis
TEL : (053) 832 5084
EMAIL : janco.duplessis@dlrrd.gov.za

Ms Sandy Mufamadi
TEL : (053) 832 5084
EMAIL : sandy.mufamadi@dlrrd.gov.za

BID RELATED ENQUIRIES :

Ms Tshegofatso Chubane
TEL : (053) 830 4000/30
EMAIL : Tshegofatso.Chubane@dlrrd.gov.za

land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SHARED SERVICE CENTRE: NORTHERN CAPE

Directorate: Financial and Supply Chain Management Services: **Sub-Directorate: Demand and Acquisition Management Services**:
Enquiries: Ms T Chubane : **Tel:** (053) 830 4000/30

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

CLOSING TIME: 11H00 **CLOSING DATE:** 06 NOVEMBER 2026

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER / CONSORTIUM OF SUITABLY QUALIFIED FIRMS TO DEVELOP A DETAILED PRECINCT PLAN FOR THE POSTMASBURG INDUSTRIAL PRECINCT FOR TSANTSABANE LOCAL MUNICIPALITY WITHIN A PERIOD OF SIXTEEN (16) MONTHS IN THE NORTHERN CAPE PROVINCE

VALIDITY PERIOD: 90 DAYS

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

1. Kindly furnish us with a quotation for services shown on the attached forms.
2. Attached please find the SBD 1, SBD 3. 3, SBD 4, SBD 6.1, GCC and Specification.
3. 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.
4. The attached forms must be completed in detail and returned with your quotation. Each quotation document must be submitted in a separate sealed envelope stipulating the following information: Name and Address of the bidder, and closing date and time.
5. The quotation must be addressed to the Director: Finance and Supply Chain Management, Provincial Shared Service Centre, Department of Land Reform and Rural Development, in order to reach the destination no later than the closing date and time. The quotations must be deposited in the bid box situated on the 6th floor reception area of the Department of Land Reform and Rural Development, Corner Knight & Stead Street ,6th floor Court Building Kimberley 8301. **Bidders must ensure that quotations are delivered timeously to the correct address. (failure to comply will disqualify your proposal)**

Yours faithfully

Signed

Mr Baagileng Sekgele

Deputy Director: Supply Chain Management

Date: 16 October 2026

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of

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

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual

for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

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.

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (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 DRDLR (CRD-10) 2018/19, and any contract which may arise there from,

on behalf of *MABEL HOUSE (Pty) Ltd.*

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of *A.F Jones)*

As witnesses:

1. .....

2. .....

Signature of person authorised to sign the tender: .....

Date: .....

SAMPLE

INVITATION TO BID

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

QUOTATION NUMBER: **5/2/2/2 NC DLRRD 003 (2026/2027)** CLOSING DATE: **06 NOVEMBER 2026** CLOSING TIME: **11:00**

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER / CONSORTIUM OF SUITABLY QUALIFIED FIRMS TO DEVELOP A DETAILED PRECINCT PLAN FOR THE POSTMASBURG INDUSTRIAL PRECINCT FOR TSANTSABANE LOCAL MUNICIPALITY WITHIN A PERIOD OF SIXTEEN (16) MONTHS IN THE NORTHERN CAPE PROVINCE

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

QUOTATION DOCUMENTS MAY BE POSTED TO: **PRIVATE BAG X5007, KIMBERLEY, 8300**

OR

DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

CORNER KNIGHT & STEAD STREET, NEW PUBLIC (COURT) BUILDING, 6TH FLOOR, KIMBERLEY

Bidders should ensure that Quotations are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS QUOTATION IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR QUOTATION BEING DISQUALIFIED)

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE ..... .NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)..... .....☐
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);
OR.....☐
A REGISTERED AUDITOR .....☐
[TICK APPLICABLE BOX]

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER ……..

DATE ……..

CAPACITY UNDER WHICH THIS BID IS SIGNED ……

TOTAL BID PRICE…… TOTAL NUMBER OF ITEMS OFFERED .....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Land Reform and Rural Development

Contact Person: Ms Tshegofatso Chubane

Tel: 053 830 4000/4030

E-mail address: Tshegofatso.Chubane@dlrrd.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Mr Janco du Plessis

TEL : (053) 832 5084

EMAIL : janco.duplessis@dlrrd.gov.za

Ms Sandy Mufamadi

TEL : (053) 832 5084

EMAIL : sandy.mufamadi@dlrrd.gov.za

Permission for this document is currently restricted. This document can only be opened by using Microsoft Office 2003 or later. You can request the author of the document to send a copy that can be read using the Rights Management Add-on for Internet Explorer.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

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

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

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
…….
…….

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

---

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:

- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

- Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

- Who has a disability – **attach doctor's letter confirming the disability**

- Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Branch: Spatial Planning and Land Use Management
30 Du Toitspan Road, Flaxley House Building, 3rd Floor, Room 301, **Kimberley** 8300; Tel: (053) 832 4588; Fax: (053) 8321482

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER / CONSORTIUM OF SUITABLY QUALIFIED FIRMS TO DEVELOP A DETAILED PRECINCT PLAN FOR THE POSTMASBURG INDUSTRIAL PRECINCT FOR TSANTSABANE LOCAL MUNICIPALITY WITHIN THE NORTHERN CAPE PROVINCE WITHIN A PERIOD OF SIXTEEN (16) MONTHS IN THE NORTHERN CAPE PROVINCE

1. INTRODUCTION

This document outlines the Terms of Reference [ToR] for the appointment of a suitably qualified service provider or consortium to prepare a detailed precinct plan for the Postmasburg Industrial Precinct in Tsantsabane Local Municipality, Northern Cape Province. The Postmasburg Industrial Precinct has been identified as a priority economic growth, logistics and industrial diversification area within the Municipal Spatial Development Framework [MSDF] of Tsantsabane Local Municipality. The precinct is recognized for its strategic location, existing industrial activities, infrastructure assets, proximity to rail, available land and potential to support long-term economic restructuring in a mining-impacted municipality. The precinct includes the R385 corridor, Newtown Industrial Area, Postmasburg Railway Station, established industrial activities, partially formalised or unsubdivided industrial land, vacant and underutilised land, and the Langeberg Abattoir.

The proposed precinct covers approximately 321.86 hectares and is characterised by a mixed and under-optimised industrial landscape. Current conditions include formally developed areas such as the Newtown Industrial Area, partially formalised industrial properties, strategic but underutilised logistics infrastructure, significant vacant and underutilised land, under-serviced areas, and emerging interface conflicts with adjacent residential areas.

The plan must translate the MSDF spatial and economic intent into an implementation-ready industrial precinct framework with clear land-use guidance, industrial sub-precinct structuring, access and freight movement proposals, infrastructure priorities, land release mechanisms, catalytic capital projects, investment-readiness measures, cost estimates, phasing, institutional arrangements and funding-readiness outputs.

The precinct plan must support alignment with the Municipal Spatial Development Framework, Municipal Land Use Scheme, Integrated Development Plan [IDP], Capital Investment Framework [CIF], Local Economic Development [LED] Strategy, Regional Economic Diversification Strategy, infrastructure planning processes, and relevant grant and development-finance instruments, including the Neighbourhood Development Grant [NDG] and other infrastructure or economic development funding mechanisms.

2. PROJECT DEFINITION & OBJECTIVES

2.1 The project entails the preparation of a detailed, implementation-oriented Precinct Plan for the Postmasburg Industrial Precinct. The objectives of the project are as follows:

2.1.1 **Establish a coherent industrial spatial structure.** Define a clear industrial spatial framework that consolidates the R385 corridor, Newtown Industrial Area, railway station, existing industrial activities, vacant land and related logistics assets into a legible and functional industrial precinct.

2.1.2 **Strengthen the R385 as an industrial and freight spine.** Provide guidance for access management, freight movement, road hierarchy, industrial traffic circulation, internal movement systems and connectivity between the precinct and the wider regional road network.

2.1.3 **Integrate road and rail logistics infrastructure.** Assess the role and potential of the Postmasburg Railway Station and rail infrastructure as part of a future multimodal logistics platform, including improved integration between road-based freight and rail-based freight systems.

2.1.4 **Unlock vacant and underutilised industrial land.** Identify land release, land assembly, subdivision, consolidation, servicing and development sequencing mechanisms to bring strategically located land into productive industrial use.

2.1.5 **Support economic diversification and industrial investment.** Enable logistics, warehousing, mining supply-chain activities, manufacturing, agro-processing, renewable energy-linked manufacturing, green economy industries and other value-adding sectors that can reduce long-term dependence on mining.

2.1.6 **Formalise and improve existing industrial areas.** Provide planning and infrastructure guidance for the Newtown Industrial Area and other partially formalised or under-serviced industrial properties, including land use management, servicing, access, internal roads and development control.

2.1.7 **Manage land use compatibility and environmental performance**. Identify buffers, transition zones, interface treatments, environmental management requirements and development controls to manage potential conflicts between industrial, residential, environmental and other sensitive land uses.

2.1.8 **Align infrastructure investment with development phasing.** Assess bulk and internal infrastructure requirements and prepare a phased infrastructure investment programme covering roads, stormwater, water, sanitation, electricity, public lighting, waste management, digital infrastructure and other enabling services.

2.1.9 **Package catalytic projects and funding-ready interventions.** Identify, prioritise and package catalytic industrial projects, such as logistics facilities, industrial land servicing, fuel depot opportunities, agro-processing clusters, manufacturing sites, renewable energy-linked industrial opportunities, SMME industrial support spaces and road-rail integration interventions.

2.1.10 **Provide an implementation-ready governance and investment framework.** Prepare a capital investment framework, funding strategy, implementation programme, institutional arrangements, partnership models, monitoring indicators and precinct management recommendations.

2.2 The required precinct plan must:

2.2.1 Give effect to the development principles contained in the Spatial Planning and Land Use Management Act No. 16 of 2013 including:

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

2.2.2 Set out objectives that reflect desired spatial form of the Tsantsabane local municipality;

2.2.3 Contain strategies, policies and plans which must-

(i) Indicate desired patterns of land use within the identified precinct;
(ii) Address the spatial reconstruction of the location and nature of development within the identified precinct; and
(iii) Provide strategic guidance in respect of the nature of development within the identified precinct.

2.2.4 Set out basic guidelines for land use management system in the identified precinct which should be aligned to the Provincial Spatial Development Framework SPCs, Municipal Spatial Development Framework (District and Local) and Municipal Land Use Scheme;

2.2.5 Identify programs and projects and restructuring elements for development of land within the identified precinct;

2.2.6 Provide a visual representation of the desired spatial form of the identified precinct which representation:

(i) Must indicate where public and private land development and infrastructure investment should take place;
(ii) Must indicate desired or undesired utilisation of space in the particular area;
(iii) Must delineate the land use parcels and identified precinct;
(iv) Must identify areas where strategic intervention is required; and
(v) Must provide urban design interventions and guidelines to enhance the aesthetic appeal.

2.3 The precinct plan must be aligned to the approved 2017 guidelines for the preparation of Spatial Development Frameworks and Precinct Plans as developed by the department previous DRDLR.

3. PROPOSED AREA FOR PRECINCT DEVELOPMENT

The proposed precinct covers the primary industrial and logistics area of Postmasburg, structured around the R385 corridor and associated industrial, rail and vacant land assets.

The precinct includes the following elements:

A: R385 Corridor
The primary industrial and freight movement spine, providing regional access and structuring development within the precinct.

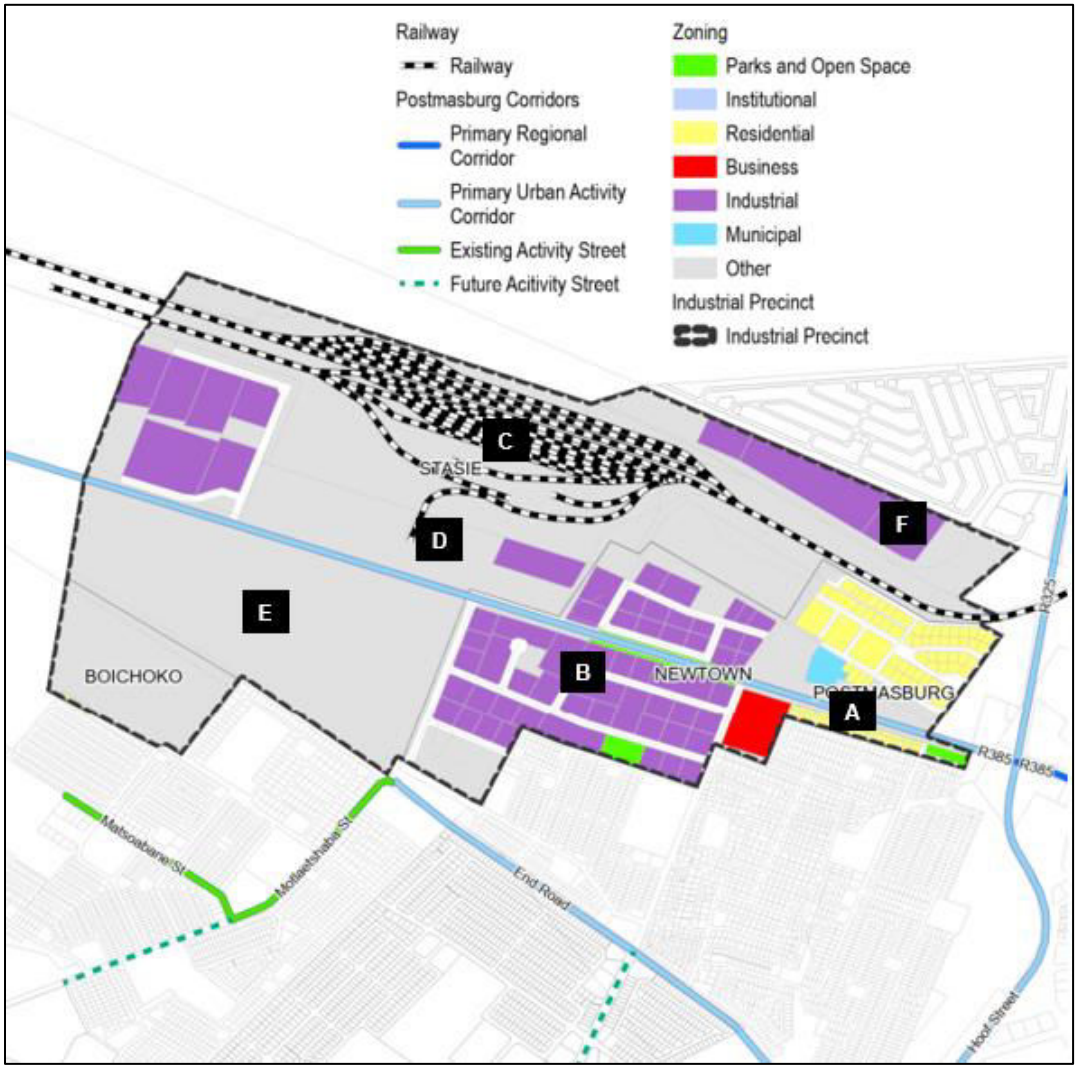
B: Newtown Industrial Area
An existing industrial area requiring formalisation, infrastructure upgrading, improved land use management, access improvement and development guidance.

C: Postmasburg Railway Station
A strategic rail asset with potential to support multimodal logistics, freight handling and improved road-rail integration.

D: Existing Industrial Activity (Not Subdivided)
Established industrial activity requiring land use confirmation, possible subdivision, service assessment, formalisation and integration into the broader precinct structure.

E: Vacant and Underutilised Land
Large land parcels with potential for phased industrial expansion, land release, servicing and investment packaging.

F: Langeberg Abattoir
An existing agro-industrial activity that may anchor or support agro-processing, value-chain development and industrial diversification opportunities.
The precinct's current land use pattern reflects incremental and fragmented development. While the area has significant strategic advantages, including the R385 corridor, rail proximity, existing industrial activity and land availability, these advantages are constrained by infrastructure limitations, underutilised land, poor integration between road and rail, uncoordinated land release and potential land use conflicts at the residential-industrial interface.



4. MATTERS TO BE ADDRESSED IN THE IDENTIFIED PRECINCT

The service provider must address the following matters comprehensively and at a level of detail sufficient to guide land-use management, development applications, municipal capital budgeting, intergovernmental coordination and external funding applications.

4.1 Spatial Structure, Land Use and Urban Form

- Delineate industrial sub-precincts, logistics areas, manufacturing areas, agro-industrial areas, service industry areas, transition areas, buffers, gateways and priority development parcels.

- Prepare a detailed land-use framework indicating preferred industrial uses, land use intensity, development typologies, built form, site planning requirements, access arrangements and interface conditions.

- Identify vacant, underutilised, partially formalised and strategically located land parcels suitable for industrial expansion, infill development, land release, subdivision, consolidation or land assembly.

- Define development controls and Land Use Scheme amendment proposals, including industrial zoning refinements, overlay zones, special development areas or precinct-specific land use management mechanisms.

- Provide guidance for site layout, industrial erf design, building placement, parking, loading, heavy vehicle access, service yards, signage, screening, landscaping, security, environmental performance and interface management.

- Identify areas requiring buffering, transition treatments or environmental mitigation between industrial activities and adjacent residential, civic, transport or environmental areas.

4.2 Movement, Access, Logistics and Freight Management

- Analyse road hierarchy, freight movement, public transport, pedestrian movement, access points, loading areas, rail interfaces, heavy vehicle circulation and conflict points.

- Assess the current and future role of the R385 corridor as the primary industrial and freight spine.

- Prepare a mobility, logistics and access management plan for the precinct, including freight routes, internal circulation, access spacing, intersection upgrades, road hierarchy, traffic accommodation and parking/loading management.

- Assess opportunities for improved integration between road and rail infrastructure, particularly around the Postmasburg Railway Station and adjacent industrial land.

- Identify interventions required to improve freight efficiency, logistics performance, operational safety and development access.

- Identify complete-street, Non Motorised Transport (NMT) and pedestrian safety requirements where the industrial precinct interfaces with surrounding residential areas, workers' access routes and public transport routes.

4.3 Economic development, industrial investment and SMME participation

- Assess the economic role of the industrial precinct within the Tsantsabane municipal economy, the broader Gamagara corridor and regional mining, logistics and renewable energy value chains.

- Identify opportunities for industrial diversification, including mining supply-chain services, downstream beneficiation, logistics, warehousing, agro-processing, renewable energy-linked manufacturing, circular economy industries and green industrialisation.

- Identify SMME and supplier development opportunities linked to mining, construction, logistics, renewable energy and local manufacturing value chains.

- Assess the investment potential of vacant and underutilised land and identify sites suitable for public, private, public-private, community or institutional investment.

- Package catalytic industrial projects capable of improving investor confidence, reducing economic leakage, strengthening local employment and expanding the municipal revenue base.

- Prepare an industrial investment prospectus or investment opportunity schedule for priority projects and development parcels.

4.4 Infrastructure, Services, Environmental Quality and Resilience

- Assess infrastructure capacity and constraints relating to roads, stormwater, water, sanitation, electricity, public lighting, waste management, digital infrastructure and other enabling services.

- Identify priority bulk and internal infrastructure upgrades required to support phased industrial expansion and investment readiness.

- Assess the servicing requirements of the Newtown Industrial Area, unsubdivided industrial activities and vacant land parcels.

- Identify environmental constraints and risks, including stormwater management, waste, air quality, noise, hazardous uses, land degradation, dust, water scarcity, climate resilience and interface impacts.

- Incorporate sustainable industrial infrastructure principles, including water-sensitive urban design, energy-efficient lighting, renewable energy opportunities, waste recovery, circular economy opportunities and resilient stormwater responses.

- Identify any statutory environmental, heritage, water use, traffic, wayleave or land use approvals required for priority projects.

4.5 Some additional factors to be considered but not limited in the precinct plan include**:**

Land Use and Development

- **Existing uses and zoning:** What kind of businesses and buildings are currently in the precinct? (Desktop Land Use Survey) What are the zoning regulations?
- **Future development goals:** The plan to identify areas for commercial, or mixed-use development.
- **Creating a mix of uses:** This can encourage more people to live and work.

Public Realm and Infrastructure

- **Improving pedestrian and bicycle access:** This could involve creating wider sidewalks, bike lanes, and pedestrian plazas, safe bicycle parking.
- **Public transportation:** The plan to consider how to improve access to public transportation, such as bus / taxi routes / Multimodal transportation.
- **Open space and parks:** Creating green spaces to make the areas more attractive and improve quality of life.

- **Infrastructure upgrades:** Improvements to streets, sewers, and utilities etc.

Urban Design and Sustainability

- **Creating a sense of place:** The plan to consider the unique character of these areas and how to enhance it. This involve preserving historic buildings or incorporating public art.
- **Sustainable design principles:** The plan to encourage green building practices, energy efficiency, and walkable environments.
- **Public participation:** Residents, businesses, and other stakeholders to have a say in the development of the plan

4.6 It is envisaged that the project will span a period of approximately sixteen months (16) from the appointment of the service provider / consortium of service providers for the preparation / development of the precinct plan. The time constraint on the project duration necessitates that the successful candidate demonstrates the ability as well as the capacity to complete such a project.

4.7 **Phases and deliverables**

The development of the precinct plan in terms of this Project should ideally follow the following phases and steps with the associated deliverables:

Table 1

Project Deliverables	Timeframes and cost % (week/month)	Cost %
Phase 1: Inception Phase • Inception report, Precinct delineation and project plan	1 month	5%
Phase 2: Policy context and Vision directives and GIS Data / draft Story Map. Notice of intent.	2 months	10%
Phase 3: Context, Role and Issues • Status Quo Report • GIS Data and draft Story Map	3 months	20%

Phase 4: Draft Precinct Plan for review • Draft Precinct Plan • GIS Data and draft Story Map • Final Vision • Spatial proposals and strategies • Publication of notice	4 months	30%
Phase 5: Implementation Framework • Implementation matrix • Composite Implementation Plan • Prioritization Matrix • GIS Data and draft Story Map	3 months	15%
Phase 6: Final Precinct Plan and implementation plan • Final Report • Executive summary • Composite map and all visualization • Implementation plan and matrix • Consultation report • PSC approval to be submitted to Council for final consideration. • Final GIS Data and Story Map	3 months	15%
Retention		5%

- **Phase 1 – Inception (1 Month)**

  Laying the foundation for the precinct plan: identification of precinct boundary role players, roles & responsibilities, scope, timelines, budget and work plan.

- **Phase 2 – Policy Context and Vision Directives (2 Months)**
  Undertake data collection and analysis of the precinct environment, existing land use review and synthesize legislative and policy context, detailed land use survey. Formulation of draft spatial vision. Place a notice of intent.

- **Phase 3 – Context, Role and Issues (3 Months)**
  Status Quo (Documentation and mapping of the Biophysical, Socio economic and Built Environment). Stakeholder Engagement

- **Phase 4 – Spatial Proposals (4 Months)**
  Spatial Concept, Final Vision, Spatial Proposals and Strategies, Advertisement

- **Phase 5 – Implementation Framework (3 Months)**
  Implementation plan with a clear timeline and phasing strategy with associated prioritization matrix.

- **Phase 6 – Final Precinct Plan (3 Months)**
  Approved Precinct Plan (Report) with Implementation Plan / Matrix, Executive Summary, Composite Map and Consultation Report at PSC level. Submit the final precinct plan to the DLRRD PSC for review and final approval. Submit final planning scheme amendments to the municipality for approval and incorporation into the existing Land Use Scheme.

Details pertaining to the relevant deliverables and consultation for the precinct plan for each milestone are contained in the SDF guidelines document. The service provider is expected to consult the guideline document while preparing the proposals and when executing the project.

4.8 The Service provider would be expected to submit final consolidated reports which consists of:

- The **Precinct Plan (Industrial Precinct)** with the maps **at** an appropriate scale accompanied by:
  - **Precinct Plan Report and Executive Summary** that documents the results of technical studies, analyses and consultations undertaken during the development of the precinct plan; and demonstrates the consistency of

the proposed precinct with the Spatial Development Framework and the Integrated Development Plan of the municipality.

- Progress reports and updated stakeholder engagement report (per phase/ major components to be developed incrementally) and draft plan as the project progresses in digital format as a Microsoft Word Document. Progress reports to be submitted on a monthly basis.
- **List of implementation actions.** This can include both statutory and non-statutory implementation measures.
- Final report in digital format and 2 full colour hard copies, must also be supplemented by:
  - A0 poster X 2
  - Roll-up Banner X2
  - GIS Story map per precinct and Visualization.

- All spatial data collected must comply with the Spatial Data Infrastructure (SDI) / South African Spatial Data Infrastructure (SASDI) standards, and be submitted in GIS-compatible formats such as shapefiles, file geodatabases, layer files, data packages, ArcGIS Project files (.aprx), Project Packages (.ppkx), and Map Packages (.mpkx).
- Mandatory Metadata must be provided for all spatial datasets in accordance with ISO 19115 and SANS 1878 metadata standards.
- Ownership of all spatial data, metadata, and source code generated through this assignment shall vest in the Department of Land Reform and Rural Development (DLRRD) and Tsantsabane Local Municipality. DLRRD will be the primary user, while Tsantsabane Local Municipality will act as the custodian of the data.
- All shapefiles must be provided in the Geographic Coordinate Reference System using the Hartbeeshoek94 datum and WGS84 spheroid.
- All newly created GIS data must conform to the standards, policies, and processes defined by the Committee for Spatial Information (CSI.

Over and above, the GIS data must further meet the following requirements:

- All maps included in the documentation must be formatted in A4 size.
- Map packages (Map Series) must be submitted with dynamic text elements for all maps created.
- Maps must be sequentially numbered, listed in a table of contents, and appropriately referenced to their associated map packages.
- All text and symbology displayed on maps, including legends, must be clearly legible.
- A consistent map layout/template must be used throughout the documentation for uniformity.

- Each map must include essential cartographic elements: title, north arrow, legend, scale bar, and descriptive text boxes explaining key spatial elements of the precinct.
- All map features must be explained and represented clearly in the map legend.
- Symbology and color schemes must follow standard cartographic principles and align with the symbology set out in the Comprehensive Spatial Development Framework (SDF) Guidelines and the National Land Use Classification system.
- Maps must be developed at an appropriate and readable scale for their intended use.
- Any maps inserted into Microsoft Word documents must have corresponding GIS files (e.g., ArcGIS .aprx project files) readily accessible and compatible with ArcGIS Pro and other platforms used at national, provincial, or municipal levels.
- All spatial graphics and visual interpretations must also be provided in GIS format.
- All new geospatial datasets must be registered using the prescribed E1 Metadata Capture Form in accordance with Section 5.2.1 of the SDI Regulations. Support must be provided to the municipality to ensure accurate completion and submission of metadata to the CSI.

5. The Precinct Plan Report

5.1 The **Precinct Plan Report** presents the results of technical analyses of data that address the matters set out in Section 3 and 4 of this ToR; and

- Uses the best-available information held by all organs of state, research organisations and other relevant stakeholders;
- Provides adequate analysis and rationale to support the objectives of the precincts; and
- Includes a summary of consultation activities, submissions and responses.

5.2 Information that may be relevant for developing the precinct plan and to establish and manage precincts includes the identification and/or analysis of but not limited to:

- Existing precinct character;
- Land attributes and constraints (SWOT Analysis)
- Geology and geotechnical characteristics (linked to developmental potential of precinct);
- Topography;
- Hydrology;
- Proximity to waterways, dams and other water resource infrastructure and supplies;
- Existing and future noise sources;

- Environmental hazard/risk;
- Nature conservation areas;
- Public utility network;
- Informal sector
- Tourism/scenic amenity;
- Transport network including public transport networks;
- Other critical infrastructure;
- Relationship/proximity to towns & villages and existing / proposed precincts;
- Population and demographics
- Publicly accessible open space and recreation areas, networks / linkages
- Areas of cultural significance
- Land use (types of rural uses undertaken in precinct); and
- Consultation issues.

5.3 A list of implementation actions proposed to establish and manage the precinct should include:

- Proposed planning scheme amendments;
- Other implementation actions, such as collaborations with other organisations, including the linkages with, or dependence on, other actions or stakeholders;
- List of spatially referenced key projects;
- Prioritized list of developmental interventions and spatial location;
- Cost and budget estimates;
- Timelines and phasing of development;
- Possible sources of finance;
- Implementation agents and their roles and responsibilities;
- Recommendations for the revision of existing policies or strategies, where necessary;
- Proposals on how the precinct plan can be used for the implementation of projects by Sector Departments Municipality and Private Sector;
- Institutional capacity recommendations;
- Proposals for handing over the project;
- Develop monitoring and evaluation tools to ensure that the precinct plan is implemented accordingly; and
- Proposals on how the precinct plan should be marketed to attract investment and implementation of projects by sector departments.

6. STAKEHOLDER ENGAGEMENT AND INSTITUTIONAL ALIGNMENT

The service provider must:

- Conduct interdepartmental municipal workshops with planning, engineering, LED, finance, infrastructure, property, electricity, roads, waste management, community services and local economic development units.
- Engage ward committees and communities in the relevant wards, especially areas adjacent to the industrial precinct and affected by freight movement, land use interface issues or employment opportunities.
- Conduct targeted engagements with industrial operators, businesses, landowners, logistics operators, rail stakeholders, taxi and transport operators, SMMEs, mining houses, renewable energy developers, agro-industrial operators and potential investors.
- Engage relevant district, provincial and national departments, SOEs, utilities, funding institutions and development finance institutions.
- Coordinate continuously with the MSDF, Land Use Scheme, LED Strategy, Regional Economic Diversification Strategy and MCPP technical teams to avoid duplication or policy misalignment.
- Provide written records of meetings, submissions, issues raised, responses, plan amendments and unresolved matters.

7. SOLUTION PARAMETERS / INFORMATION GATHERING

7.1 The successful Service Provider is expected to make contact with all the relevant and required officials and units within and outside government to obtain relevant information that is required for the project. Existing information on SDFs / Local Plans which are available within DLRRD generally will be made available to the successful service provider. ***However, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.***

7.2 In order to deliver on the following deliverables, the precinct plan should be in the form of text, maps, graphics and photographs. A tabular format shall be used for the purpose of summarising the information collected.

7.3 It is recommended that more visual representation (maps, graphics and photographs) form the bulk part of the spatial analysis/current reality and the conceptual framework section of the precinct plan. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.

8. PROJECT TIME FRAME

It is expected that the project will be completed within **sixteen (16) months** from the date of appointment. All relevant documentation will be provided to the Service provider.

9. CONTENTS OF THE PROJECT PROPOSAL

A clear and concise project proposal covering the aspects listed below is required;

i. An executive summary.
ii. A project plan.
iii. The proposed methodology should indicate a detailed list of data to be gathered and how it will be processed. The methodology should also indicate the project milestones that will be used to measure the project progress.
iv. The approach should be costs saving yet achieve the highest value for money.
v. The names and CV's containing detailed information on relevant experiences of all the persons who will be ***directly*** contributing to the project, and their roles thereof.
vi. Evidential and documentary proof of professional qualification, registration and affiliation. For instance, if a team member a Town Planner, a copy of the valid and up to date registration certificate with the South African Council for Planners (SACPLAN) is required.
vii. Any shortcomings in the study specifications, how these ought to be addressed and the cost implications thereof.
viii. All-inclusive costing model.
ix. The following technical information must be submitted with the proposal:

- Years of experience of each resource;
- Relevant professional experience;
- Organisational, managerial and technical ability;
- Key Personnel and resources;
- Technical backup;
- Full CV's of all members of the Team
- Relevant Equipment and Software competence and capability;
- Client References; and
- Associations and Professional Affiliations.

10. BUDGET

The successful service provider shall compile a detailed breakdown of costs and submit it together with the proposal. Competitive pricing and functional competence of the service provider will be major considerations in the evaluation of proposals.

11. PROJECT MANAGEMENT WITHIN DLRRD

This project will be facilitated by a team consisting of officials from the DLRRD, the municipality within which the Precinct are located and any other person/s appointed by DLRRD.

12. Proposal Requirements

12.1 Resolution authorising the person who will be signing the proposal documents.

12.2 Valid Tax clearance certificate issued by South Africa Revenue Services (SARS), where consortium / joint ventures are involved each party to the association must submit a separate valid Tax Clearance Certificate (Pin).

12.3 Attach a current (not older than 60 days) CSD Report, ID copies of Board of Directors, CIPC Registration, Proof of Disability and completed and signed SDB forms.

13. Mandatory requirements

NB: Failure to submit the following requirements with the proposal will disqualify the proposal

13.1 **The Town and Regional Planner designated as the Project Leader must:**

- Hold a recognised tertiary qualification in Town and Regional Planning.
- Be registered with the South African Council for Planners (SACPLAN) as a **Professional Planner** in terms of the Planning Profession Act, 2002 with a minimum of **5 years** post registration experience; and
- Proof of qualifications and a valid and up to date registration certificate to be submitted.

13.2 The Project Team must include a member registered as a **Geomatics Professional: GISc or Geomatics Technologist**: GISc (Copies of valid certificates and letter of good standing are to be attached).

14. FINANCIAL PENALTIES

14.1 Financial penalties shall be imposed for agreed upon milestones, targets, and deadline not met without providing:

- Timely notification of such delays.
- Valid reasons for the delays.
- Supporting evidence that the delays were outside of the influence of the service provider.

14.2 As indicated in 14.1, penalties in terms of percentages will be deducted from payment as indicated below.

Table 2

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
Phase 1: Inception	*5%*	**10%**	**25%**	**50%**	**75%**	**100%**
Phase 2: Policy Context and Vision Directives	*10%*	**10%**	**25%**	**50%**	**75%**	**100%**
Phase 3: Context Role and Issues	*20%*	**20%**	**40%**	**60%**	**80%**	**100%**
Phase 4: Draft Precinct Plan	*30%*	**20%**	**40%**	**60%**	**80%**	**100%**
Phase 5: Implementation Framework	*15%*	**20%**	**40%**	**60%**	**80%**	**100%**
Phase 6: Final Precinct Plan and Implementation Plan	*15%*	**20%**	**40%**	**60%**	**80%**	**100%**
RETENTION	***5%***					
Total	**100%**					

14.3 Payments will be made only for work performed to the satisfaction of the DLRRD. Financial penalties will be imposed if the output produced does not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

14.4 Original invoices to substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the proposal. Invoices must clearly indicate the deliverable as per phase required and approved by the PSC.

15. HUMAN RESOURCES FOR THE PROJECT

15.1 Below is a summary of requirements:

- Project team leader must be registered with SACPLAN as a professional Planner in terms of the Planning Profession Act 2002 and must have a minimum of 5 years post registration experience. (a Copy of **valid and up to date registration certificate** is to be attached)**.**

15.2 Skills and abilities required in the team to execute the project include the following:

- Town and Regional Planning;
- Thorough understanding of SPLUMA components SDFs, Precinct Plans, LUMS and strategic planning process with proven examples of work done (verification contact details of previous work done to be included);
- Experience of GIS and software packages (Geography and hands on GIS at least at Technologist level and registered);
- Key member must hold appropriate qualification within the built environment, practice experience and professional membership as Urban Designer
- Key member must hold appropriate qualification, practice experience and professional membership as an Environmental practitioner. Qualification in Environmental Management, Environmental Science, Environmental Planning, Ecology, Conservation, Natural Resource Management, Geography or a related field, with an Honours degree or higher qualification preferably required.
- Key member must hold appropriate qualification, practice experience and professional membership as Professional Engineer; and
- Key member must include a Transportation Engineer registered as a Professional Engineer (Pr Eng) or Professional Engineering Technologist, with the Engineering Council of South Africa (ECSA). The Transportation Engineer must have

demonstrable experience in transportation planning and engineering, including the preparation of transport and mobility strategies, traffic impact assessments, corridor planning, public transport planning, complete streets, non-motorised transport;

- Understanding of all national legislative objectives;
- In depth knowledge of National and Northern Cape legislative objectives for e.g Northern Cape Provincial Spatial Development Framework and the impacts thereof within the urban environment and other municipal development processes such as Integrated Development Plan (IDP);
- Understanding of Spatial Development Frameworks / Precinct Plans and its influence in the Land Use Management System.

15.3 It is therefore recommended that the service provider ensures that people with relevant skills are part of the project. A list of people containing, among other things, names, qualifications and experience who will be directly involved in the project must be submitted. This should clearly indicate what roles each team member will play. A company/team profile containing, among other things, names, qualifications and experience of persons who will be directly involved in the project must be included.

15.4 All team members that will be directly involved in the project **will be expected to attend all PSC meetings** as scheduled and agreed upon by both parties. MS Teams platform will be used for all PSC Meetings. The selected team members shall remain the same for the duration of the project and **cannot be changed without prior discussions with and approval from the DLRRD.**

16. EXTRA WORK

Any costs for extra work by the service provider, incurred over and above this proposal which, in the sole opinion of the Director: Spatial Planning & Land Use Management Northern Cape are due to reasons attributable to the service provider during any phase of the project shall be borne by the service provider.

17. REPORTING AND ACCOUNTABILITY

17.1 During the execution of the project, the service provider must submit **monthly progress reports** (refer to section 4.6) and attend meetings at intervals as determined by the project team managing the service provider. MS Teams Platform will be used for all ad-hoc meetings.

17.2 All electronic and hard copy information captured/utilised to provide the output of the project remains the property of DLRRD / municipality. This data should be surrendered to the department at the end of the project, and it cannot be used or shared, whether for profit or otherwise with any other party, without written permission from DLRRD. DLRRD will retain copyright and all associated intellectual rights relating to the project.

17.3 The project will be signed off by the Director: Spatial Planning and Land Use Management when:

- all the end products have been delivered and
- The Chief Director: Integrated Spatial Planning is satisfied that all requirements have been met.

18. EVALUATION CRITERIA.

18.1 This proposal shall be evaluated in two stages. On first stage proposals will be evaluated on functionality, second stage evaluation will be in accordance with 80/20 preference point system as stipulated below.

The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this proposal. The lowest acceptable proposal will score 80 points for price and maximum of 20 points will be awarded for historically disadvantaged individuals (HDIs).

18.1.1 First Stage - Evaluation of Functionality

- The evaluation of the functionality will be done individually by Members of the Evaluation Committee in accordance with the following functionality criteria and values.
- All service providers who scored less than 70 out of 100 points for functionality will not be considered further.

The applicable values that will be utilized when scoring each criteria ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent**

Table 3: Criteria for the technical evaluation

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. CAPABILITY	1.1 Town Planning Company with experience in developing Precinct Plans completed (Provide client reference for all projects completed). Scoring criteria: **Excellent (score 5):** **5** or more Precinct Plans completed with references. **Very Good (score 4):** **4** Precinct Plans completed with references. **Good (score 3):** **3** Precinct Plans completed with references. **Average (score 2):** **2** Precinct Plans completed with references **Poor (score 1):** **Less than two** Precinct Plans with references.	**20**	**20**

2. RESOURCES ▪ **Qualifications** ▪ **Experience**	2.1 The project leader must be registered as a Professional Planner with SACPLAN in terms of the Planning Profession Act, 2002 (a copy of the CV, qualifications and valid and up to date registration certificate to be attached) Scoring criteria: **Excellent (score 5):** Project leader with **18** years and more post registration experience. **Very Good (score 4):** Project leader with **14 – 17** years post registration experience. **Good (score 3):** Project leader with **(11 - 13)** years post registration experience. **Average (score 2):** Project leader with **8 – 10** years post registration experience. **Poor (score 1):** Project leader with **5 - 7** years post registration experience.	**10**	**40**
	2.2 Project team member must be an Urban Designer registered with a recognised professional body relevant to urban design or any other recognized South African professional body such as UDISA or SACAP (a copy of the CV, qualifications and valid registration certificate to be attached). Scoring criteria:	**6**	

		Excellent (score 5): Urban Designer with **9** years or more post registration experience. **Very Good (score 4):** Urban Designer with **7 - 8** years post registration experience. **Good (score 3):** Urban Designer with **5 - 6** years post registration experience. **Average (score 2):** Urban Designer with **3 - 4** years post registration experience. **Poor (score 1):** Urban Designer with **1 - 2** years post registration experience.		
	2.3	Project team member must be a GIS professional or technologist registered with South African Geoscience Council (SAGC) or any other recognized South African professional body (a copy of the CV, qualifications and valid registration certificate to be attached). Scoring criteria: **Excellent (score 5):** GIS Professional / Technologist with **15** years or more post registration experience. **Very Good (score 4):** GIS Professional / Technologist with	**10**	

		12 - 14 years post registration experience. **Good (score 3):** GIS Professional / Technologist with **9 – 11** years post registration experience. **Average (score 2):** GIS Professional / Technologist with **6 - 8 years** post registration experience. **Poor (score 1):** GIS Professional / Technologists with **1 - 5** years post registration experience.		
	2.4	Project team member must be an Environmental practitioner registered as a Professional Natural Scientist (Pr.Sci.Nat.) with SACNASP in an appropriate field, preferably Environmental Science, Ecological Science, Conservation Science, Biological Science or a related field. (a copy of the CV, qualifications and valid registration certificate to be attached). Scoring criteria: **Excellent (score 5):** Environmental Practitioner with **9** years or more post registration experience. **Very Good (score 4):** Environmental Practitioner with **7 - 8** years post registration experience. **Good (score 3):** Environmental Practitioner with **5 - 6** years post registration experience. **Average (score 2):** Environmental Practitioner with **3 - 4** years post registration experience.	**4**	

		Poor (score 1): Environmental Practitioner with **1 - 2** year post registration experience.		
	2.5	Project team member must be a Civil Engineer registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) or any other recognized South African professional body where applicable (a copy of the CV, qualifications and valid registration certificate to be attached). Scoring criteria: **Excellent (score 5):** Civil Engineer with **13** years or more post registration experience. **Very Good (score 4):** Civil Engineer with **10 - 12** years post registration experience. **Good (score 3):** Civil Engineer with **7 - 9** years post registration experience **Average (score 2):** Civil Engineer with **4 - 6** years post registration experience. **Poor (score 1):** Civil Engineer with **1 - 3** years post registration experience	**5**	
	2.6	Project team member must be a Transportation Engineer registered as a Professional Engineer with the Engineering Council of South Africa (ECSA), or an equivalent recognised South African professional body where applicable.	**5**	

		The Transportation Engineer must have demonstrable experience in transportation planning and engineering, including the preparation of transport and mobility strategies, traffic impact assessments, corridor planning, public transport planning, complete streets, non-motorised transport planning, intersection analysis, access management, and integrated land use and transport planning. (a copy of the CV, qualifications and valid registration certificate to be attached). Scoring criteria: **Excellent (score 5):** Transportation Engineer with 13 years or more post registration experience. **Very Good (score 4):** Transportation Engineer Engineer with 10 - 12 years post registration experience. **Good (score 3):** Transportation Engineer with 7 - 9 years post registration experience **Average (score 2):** Transportation Engineer with 4 - 6 years post registration experience. **Poor (score 1):** Transportation Engineer with 1 - 3 years post registration experience		
3. METHODOLOGY AND PROJECT MANAGEMENT	3.1.	Clear approach, methodology and project management of how the project deliverables will be executed. Scoring criteria:		

		Excellent (**score 5**): The service provider approach, methodology and project management (e.g. timelines and budget) is **exceptional, with highly innovative solutions and demonstrates an exceptional understanding** on how to execute the project. **Very Good** (**score 4**): The service provider approach, methodology and project management (e.g. timelines and budget) is **very-well defined and demonstrate a thorough understanding** on how to execute the project and includes some innovative ideas. **Good** (**score 3**): The service provider approach, methodology and project management (e.g. timelines and budget) is **clearly defined and demonstrate good understanding** on how to execute the project. **Average** (**score 2**): The service provider approach, methodology and project management (e.g. timelines and budget) is **fair and demonstrate little understanding** on how to execute the project. **Poor** (**score 1**): The service provider approach, methodology and project management (e.g. timelines and budget) is **not clearly defined**.	**15**	**40**
	3.2.	Experience in the development of Precinct Plan Implementation, Monitoring and Evaluation Framework and the associated approach. Scoring criteria: **Excellent** (**score 5**):	**15**	

		The service provider has **exceptional proven experience** in creating a Precinct Plan Implementation Framework, Monitoring and Evaluation Plan with highly innovative proposed methods to support implementation and track progress of a Precinct Plan. **Very Good** (**score 4**): The service provider has **very good proven experience** in creating a Precinct Plan Implementation Framework, Monitoring and Evaluation Plan with sound proposed methods to support implementation and track progress of a Precinct Plan. **Good** (**score 3**): The service provider has **proven experience** in creating a Precinct Plan Implementation Framework, Monitoring and Evaluation Plan with good proposed methods to support implementation and track progress of a Precinct Plan. **Average** (**score 2**): The service provider has **limited proven experience** in creating a Precinct Plan Implementation Framework, Monitoring and Evaluation Plan with adequate proposed methods to support implementation and track progress of a Precinct Plan. **Poor** (**score 1**): The service provider has **no proven experience** in creating a Precinct Plan Implementation Framework, Monitoring and Evaluation Plan with basic methods to support implementation and track progress of a Precinct Plan.		
	3.3.	Proposed Capacity Building Programme Scoring criteria:	**10**	

	Excellent (**score 5**): The proposed capacity building programme is **exceptionally** well thought through and covers all stakeholders and their respective approaches and expectations that would participate during the development and implementation of the Precinct Plan. **Very Good** (**score 4**): The proposed capacity building programme is **very well** thought through and covers all stakeholders and their respective approaches and expectations that would participate during the development and implementation of the Precinct Plan. **Good** (**score 3**): The proposed capacity building programme is **well** thought through and covers all stakeholders and their respective approaches and expectations that would participate during the development and implementation of the Precinct Plan. **Average** (**score 2**): The proposed capacity building programme **does not** refer to all stakeholders and have a **basic approach** assigned to the respective role-players. **Poor** (**score 1**): The proposed capacity building programme only refers to capacity building in general and lack specific approaches.		
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		**100**	

*The proposal that fail to achieve **70** points for functionality will be disqualified*.

18.2 Second Stage-Evaluation in terms of 80/20 Preference Points System

- The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this proposal. The lowest acceptable proposal will score 80 points for price and maximum of 20 points will be awarded to the historically disadvantaged individuals (HDIs)
- **Only proposals that achieve the minimum qualifying score for functionality will be evaluated further in accordance with 80/20 preference points system**

Calculation of points for price

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

Table 4

HDI Specific Goals	Number of points (80/20 system)
Who had no Franchise in National Elections before the 1983 and 1994 Constitution	**10**
Who is Female	**5**
Who is Disabled	**2**
Specific Goal: Youth	**3**

19. INFORMATION GATHERING

19.1 The successful Service Provider is expected to make contact with all the relevant GIS, Planning and required officials and units within all government officials and other relevant stakeholders to obtain relevant information that is required for the project. Existing information on the existing approved and SDF will be made available to the successful service provider **if** available from the municipality.

19.2 In the light of the event that the service provider needs a letter to confirm the motive for requesting information from the different spheres of government or parastatals, the Department will provide the requested letter. However, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.

20. TERMS AND CONDITIONS OF THE PROPOSAL.

20.1. Awarding of the proposal will be subject to the Service Provider's express acceptance of the DLRRD Supply Chain Management general contract conditions.

20. 2. The DLRRD and Service Provider will sign a Services Level Agreement upon appointment.

20. 3. Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the DLRRD.

20.4 No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the DLRRD / municipality, except where duly authorized to do so in writing by the DLRRD.

20.5 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DLRRD.

20. 6 The successful Service Provider agrees to keep confidential all records and information of or related to the project and not disclose such records or information to any third party without the prior written consent of DLRRD.

20. 7 The Department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

21. PAYMENTS

21.1 Payments will be made only for work performed to the satisfaction of the Project Steering Committee (PSC) in recommendation to the DLRRD. The service provider will only be paid according to deliverable successfully achieved (per phase), as per approved program of action, to the satisfaction of the Project Steering Committee.

21.2 Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

22. REQUIRED INFORMATION ON HUMAN RESOURCES

22.1 The service provider is expected to provide information on available human resource capacity who will be directly involved in the project, including but not limited to: short CV, indicating relevant qualifications and experience as required by this Terms of Reference; full contact details (office, fax and cell phone, and email), as well as the contact details of relevant Provincial / District and Local Government officials who will have a role in providing information (spatial or otherwise) for inclusion in the Precinct Plan formulation.

23. OUTCLAUSE

23.1 The DLRRD reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.

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

23.3 Note that: There will be no briefing session with regard to this proposal.

24. RETENTION.

24.1 The DLRRD shall retain 5% of the total project cost in the case of late or non-delivery of the final Precinct Plan.

24.2 The service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after milestone due date.

24.3 The service provider may apply to the Department for an extension on the delivery date on any milestone – provided that the service provider gives valid reason(s) to the satisfaction of the Department.

25. CONTACT PERSON FOR ENQUIRIES

Technical Enquiries:
Mr Janco du Plessis
(053) 832 5084
Email: janco.duplessis@dlrrd.gov.za

Ms Sandy Mufamadi
(053) 832 5084
Email: sandy.mufamadi@dlrrd.gov.za

Supply Chain Enquiries:
Ms. Tshegofatso Chubane

Northern Cape

(053) 830 4000 ext. 4030

Email: Tshegofatso.Chubane@dalrrd.gov.za

25. SIGNATORIES

These Terms of Reference have been checked and approved as follows:

APPROVED / NOT APPROVED

GJdeBruin
……
MR G. DE BRUIN
BSEC: CHAIRPERSON
DATE: 3 September 2026

ENDORSED / ~~NOT ENDORSED~~

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER / CONSORTIUM OF SUITABLY QUALIFIED FIRMS TO DEVELOP A DETAILED PRECINCT PLAN (INDUSTRIAL PRECINCT PLAN) FOR TSANTSABANE LOCAL MUNICIPALITY WITHIN A PERIOD OF SIXTEEN (16) MONTHS IN THE NORTHERN CAPE PROVINCE

……

MR BAAGILENG SEKGELE
DEPUTY DIRECTOR: SUPPLY CHAIN MANAGEMENT
DATE: 18 September 2026