

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER: 006/06/2024		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A WALL-TO-WALL LAND USE SCHEME FOR RAND WEST CITY LOCAL MUNICIPALITY WITHIN A PERIOD OF TEN (10) MONTHS					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
524 CNR STEVE BIKO AND STANZA BOPAPE STREET, SUNCARDIA BUILDING, 6 TH FLOOR					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		☐	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMES& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	DALRRD		CONTACT PERSON	Mr Samuel Osei	
CONTACT PERSON	Mr A Marema/ Ms J Mpepele		TELEPHONE NUMBER	0825626154	
TELEPHONE NUMBER	012 337 3634/3700		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Jane.mpepele@dalrrd.gov.za		E-MAIL ADDRESS	Samuel.Osei@dalrrd.gov.za	

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE	
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
2.	TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.		

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

CENTRAL SUPPLIER DATABASE (CSD) NUMBER:

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) 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 **CLOSED 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, closed 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 CRDP 0006, and any contract which may arise there from,	
on behalf of <i>Mabel House (Pty) Ltd.</i>	
SIGNED ON BEHALF OF THE COMPANY:	(Signature of Managing Director)
IN HIS CAPACITY AS:	Managing Director
DATE:	20 May 2000
SIGNATURE OF SIGNATORY:	(Signature of A.F Jones)
As witnesses:	
1.	
2.	
Signature of person authorised to sign the tender:	
Date:	



agriculture, land reform
& rural development

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



CHIEF DIRECTORATE: PROVINCIAL SHARED SERVICES CENTRE - GAUTENG

Provincial Shared Service Centre 524 Suncardia Building, cnr Stanza Bopape & Steve Biko Street

Private Bag x9 Hatfield, 0028, Tel: 012 337 3600/01

**TERMS OF REFERENCE: FOR THE APPOINTMENT OF A SERVICE PROVIDER
TO DEVELOP A WALL-TO-WALL LAND USE SCHEME FOR RAND WEST CITY
LOCAL MUNICIPALITY WITHIN A PERIOD OF TEN (10) MONTHS.**

1. INTRODUCTION

- 1.1 The Department of Agriculture, Land Reform and Rural Development (DALRRD) requires the services of one (1) firm or a consortium of suitably qualified service providers to develop a wall-to-wall Land Use Scheme (LUS) for Rand West City Local Municipality in the Gauteng Province.
- 1.2. The apartheid planning system of the past caused several challenges that led to municipalities' disempowerment in dealing with land development, management, and regulation of land use activities. As a result, municipalities employed a diverse approach in addressing land use management in different areas of the Municipality.
- 1.3 As per Section 24 of the Spatial Planning and Land Use Management Act, Act No 16 of 2013 (SPLUMA), each Municipality must adopt and approve a single LUS for its entire jurisdiction within five years of the Act's commencement on 1 July 2015, following public consultation.
- 1.4 The present Town Planning Schemes have some shortcomings in managing land use in rural and informal areas, and this issue is also evident in the Rand West City Local Municipality



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2. BACKGROUND

- 2.1 Rand West City Local Municipality is a category B municipality within the West Rand District Municipality in the Gauteng Province. Its jurisdiction comprises two main urban centers: Randfontein and Westonaria.
- 2.2 Rand West City is a newly established local municipality in the Gauteng province. It was established after the August 3, 2016, local government elections through the amalgamation of the Randfontein and Westonaria local municipalities. The municipal area of Rand West City municipality encompasses both urban and rural regions, with a mix of formal and informal settlements. This diverse composition presents unique challenges and opportunities for the local administration. The Municipality must balance the needs of the urban and rural populations while also addressing the varied settlement patterns within its jurisdiction. Effective management of these complexities is essential for the region's sustainable development.
- 2.3 The following applicable planning scheme legislation governs the areas within the municipal boundary:
- Westonaria Town Planning Scheme, 1981
 - Randfontein Town Planning Scheme 1988
 - Peri-Urban Areas Town Planning Scheme 1975
- 2.4 Section 24 (1) of SPLUMA requires that a Municipality must, after public consultation, adopt and approve a single LUS for its entire area within 5 years from the commencement (1st July 2015) of the Act.
- 2.5 Therefore, the Municipality needs to develop a wall-to-wall LUS to ensure harmonious and coordinated land use control.



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3 PROBLEM STATEMENT

- 3.1 The different planning legislation used in Rand West City Local Municipality has created challenges with its land use management. This has resulted in fragmented development patterns that hinder social, economic and environmental integration and sustainability. Consequently, the institutional arrangements have been weak and uncoordinated, which has led to incoherent planning procedures and systems within the Municipality.
- 3.2 The current situation poses significant challenges for the Municipality, and appropriate measures must be taken to address the issue. This requires a comprehensive approach that integrates the various elements of land use management and promotes sustainable development practices. This will require the involvement of all stakeholders and the development of a coherent institutional framework that fosters collaboration and coordination.
- 3.3 The Town Planning Schemes that have been in place for some time have become obsolete in light of the contemporary developmental challenges confronting Rand West City Local Municipality. Consequently, a new LUS that covers the entire administrative jurisdiction of the Municipality is needed.
- 3.4 The Rand West City Local Municipality LUS will draw its foundation from the Rand West City Local Municipality Spatial Planning and Land Use Management By-law, 2017 and align with the legislative and normative principles of SPLUMA. As per the act, a municipality must adopt and approve a single LUS for its entire area.



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4. PURPOSE AND OBJECTIVES OF THE PROJECT

- 4.1 This Project aims to create a simplified yet comprehensive LUS that promotes municipal areas' single and harmonious development while preserving the natural environment. The LUS will encompass all areas within Rand West City Local Municipality's jurisdiction.
- 4.2 To develop a LUS that will give effect to and be consistent with the Municipal Spatial Development Framework (MSDF) and determine the use and development of land within the municipal area to promote economic growth, social inclusion, and efficient development and to minimise the impact on public health and natural resources.
- 4.3 To bridge the gaps and inconsistencies created by multiple planning tools used when considering development proposals within the Municipality.
- 4.4 In terms of Section 24 (2) of SPLUMA, the content of a LUS must:
- a) Include suitable categories of land use zoning and regulations for the entire municipal area, including areas not previously subject to a land use scheme;
 - b) Take cognisance of any environmental management instrument adopted by the relevant environmental management authority and must comply with environmental legislation;
 - c) Include provisions that permit the incremental introduction of land use management and regulation in areas under traditional leadership, rural areas, informal settlements, slums and areas not previously subject to a land use scheme;
 - d) Include provisions to promote the inclusion of affordable housing in residential land development;
 - e) Include land use and development incentives to promote the effective implementation of the spatial development framework and other



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development policies;

- f) Include land use and development provisions specifically to promote the effective implementation of national and provincial policies;
- g) Give effect to MSDFs and integrated development plans; and
- h) A land use scheme may include provisions relating to:
 - i. The use and development of land only with the written consent of the Municipality;
 - ii. Specific requirements regarding any special zones identified to address the development priorities of the Municipality and;
 - iii. The variation of conditions of a land use scheme other than a variation which may materially alter or affect conditions relating to the use, size and scale of buildings and the intensity or density of land use.

4.5 The LUSs must include but not be limited to the following components:

- a) Scheme regulations setting out the procedures and conditions relating to the use and development of land in any zone;
- b) A map indicating the zoning of the municipal area into land use zones; and
- c) A register of all amendments to such LUS.

4.6 The proposed LUSs must give effect to the development principles as stipulated in Section 7 of SPLUMA: -

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

4.7 Given the land use management challenges facing municipalities, the following are critical components of a land use management system:

- a) Legislation, Land Use Policy and Guidelines;
- b) Integrated Zoning Scheme and Regulations;
- c) Zoning Maps;
- d) Assessment and Approval Procedures and Application Forms;
- e) Conditions of Approval;



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- f) Zoning Register;
- g) Delegation of Decision-Making (including those relating to the removal of title deed restrictions);
- h) Development Incentives;
- i) Enabling Legislation;
- j) Reference Manual

- 4.8 The LUSs must take cognisance of and adhere to national and provincial policies and legislation, including, but not limited to, the Gauteng Spatial Development Framework 2030 and the Land Use Scheme Guidelines 2017 and Chapters 5 & 6 of SPLUMA.

5. SCOPE OF WORK

- 5.1 The LUS should contain, amongst others, the following:

- a) Assessment of applicable land use management tools and relevant legislation, policy documents and regulations that impact land use schemes.
- b) Identify all existing land use rights allocated in terms of the different legislation;
- c) Identify all un-proclaimed land use approvals including its spatial data;
- d) Undertake a detailed Land Use Survey verification of all areas within the Municipality;
- e) Compilation of a wall-to-wall land use scheme covering the whole municipal area, reflecting the land use zones agreed upon, through public participation.
- f) A scheme document containing the management tools and statutory requirements for the respective zones; and
- g) Determine mechanisms to address development taking place in areas of informal townships within the Municipality.
- h) Draft policies to address the requirements of the scheme.
- i) An electronic register of land use rights.



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- j) Integrate the scheme into the geographic information system (GIS) of the Municipality;
- k) Verification and capturing of spatial data and alignment with SG and Deeds data;
- l) Spatial data editing where necessary;
- m) Verification and capturing of zoning data;
- n) Cartographic Models or analysis tools in the final map package;
- o) A comprehensive attribute table should be featured aligned with the SG, Deeds and Scheme map data;
- p) All points, line and polygon proposals (e.g. nodes, urban edges or corridors) must be in one GIS data file. Such file must include the following attributes: ID, Title and Description. A service provider may add additional attributes where necessary.
- q) All datasets must be in a geographic coordinate system form in the Hartebeeshoek94 system.
- r) Each file must include Metadata containing at least all the mandatory elements as prescribed by SANS1878-1: Metadata standard. All metadata must be Published on the electronic metadata catalogue after approval. <https://catalogue.sasdi.gov.za/emc>
- s) The final product must be prepared and adopted in terms of SPLUMA.

5.2 The LUS adopted and approved in terms of Section 24 of SPLUMA must include at least the following:

- a) Scheme Regulations setting out the procedures and conditions relating to the use and development of land in any zone
- b) Content of land use scheme
- c) General Administrative Powers and Legal Effect of the LUS
- d) Maps indicating the zoning of the municipal areas into land use zones; and
- e) A register of all amendments to such a LUS



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5.3 The final LUS shall include but not be limited to the following:

a) General

- Short Title
- Area of the LUS
- Status, commencement and validity of the LUS
- Powers of the Council
- Purpose of the Scheme
- Component of the LUS
- Transitional Arrangements.

b) User Orientation

c) Definitions

d) Land Use Categories

e) Land Use Zones

f) Land use/zone matrix

g) Management Zones

- Environmental Management Zones
- Act 70 of 1970 Management Zones

h) Development criteria

i) Scheme and Management maps

j) Special mechanisms for special development zones including, but not limited to:

- Rural areas and special settlement areas
- Special site planning areas
- Interim site planning areas
- Geotechnical/Environmental planning areas.

k) Development Regulations

l) General Regulations, including by-laws and policies

m) Planning Administration

n) Application procedure

o) Application content and format.



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6. PROJECT DELIVERABLES

- 6.1 A final wall-to-wall single LUS with Scheme regulations setting out the procedures and conditions relating to the use and development of land in any zone, a map indicating the zoning of the municipal area into land use zones and a zoning register of all amendments to such LUS including all related zoning information and mapping in digital format and a full-colour hard copy.
- 6.2 LUS textual document including all maps, tables and figures in both hardcopy (printed) and softcopy (electronic as MS Word document) image files (e.g. JPEG, windows Bitmap, GIF, etc.) must also be supplemented by:

Item	Description	Quantity
Roll-up Banner	±2000mm x850 mm (Retractable stand, full colour) - Summary of the Process followed in the formulation. - Zoning maps overview and regulations	x2
Booklets	A4 (Glossy front and back, full colour) - Final Land Use Scheme Document 250 gsm Hi-Q Titan double-coated gloss 113 gsm Hi-Q Titan double-coated gloss - Full Colour - PUR binding	x30
Zoning Maps	A0 (Glossy front and back, full colour) - Zoning maps - Map package	x2
Report	Executive Summary Document and a public participation report;	x1
Posters	A0 (Laminated, full colour) 2 x Process followed in the formulation of LUS. 1 x Zoning maps, regulations and supporting information. 2 x How to use LUS.	X6
Soft copies of all the above must be provided (print ready)		

Table 1: Document requirements

- 6.3 All Zoning information collected should be submitted in a GIS map package (geodatabases, layer files, and files for use in a GIS environment). The GIS file format must have clear metadata that describes each LUS construct differently and should include the purpose of each construct. Metadata for all spatial information should be



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provided as per the metadata standard ISO 19115 & SANS 1878. Ownership of all metadata, data and spatial information generated and collected from this assignment vests in RWCLM. RWCLM will become the custodian of all spatial information collected.

- 6.4 All geospatial information used or created during the project must be submitted to the Department unless where there is a limitation prescribed by a license agreement. Where such limitation exists, the service provider must inform the department.
- 6.5 All geospatial data, products, and services must comply with the prescripts of the Spatial Data Infrastructure Act, Act 54 of 2003, its Regulations and Policies.
- 6.6 Where a service provider used graphics to represent proposals, such should be converted into GIS format and data must be inclusive of all spatial proposals made.
- 6.7. The following activities are required for the LUS:

	List of Activities
1	Legislation, Land Use Policy and Guidelines:
1.1	Assess the relevance and implications of existing legislation, Gauteng Provincial and MSDF, Municipal By-Law, SPLUMA 2013, and municipal policies and guidelines.
1.2	Synthesis and incorporation of new policy emerging from the SDF / strategies / IDPs and its implications for the Integrated Zoning Scheme and Regulations. Policy gaps should be identified, and a brief for these should be prepared for further work. Integration of relevant legislation (Gauteng Township Economic Development Act, etc.)
2	Integrated Zoning and Regulations:
2.1	Compile land use plan in consistency with legislation and guideline
2.2	The policies emanating from the MSDF should guide and inform the preparation of the LUS.
2.3	Evaluate LUS in terms of its flexibility and pro-activeness with regard to ongoing development applications and technology.
2.4	Evaluate the appropriateness of the various LUS definitions
2.5	Generate extensive graphical illustrations and perhaps tables.
2.6	Draft Document



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3	Zoning Register and Zoning Maps
3.1	Assess and evaluate comparative zones for the different areas. Aspects to be addressed include reaching an agreement on notation, techniques and overlays, and refinement of the zoning maps.
3.2	Collection, verification and capturing of historic zoning information and data for the compilation of a zoning register and zoning maps linked to a 21-digit SG code (tag value should be maintained).
3.3	Digitise maps, preferably in GIS, and link them to the database.
4.	Assessment and Approval Procedures and Application Forms:
4.1	Evaluate and assess existing procedures impacting LUS in terms of its efficiency and effectiveness. Emphasise streamlining the required procedures, avoiding publication, shortening approval periods and delegating decisions to the lowest possible level.
4.2	Evaluate and design application forms that eliminate duplication, are easy to complete, comprehensive in terms of the approval requirements, and as short as possible.
5.	Conditions of Approval Establish model conditions of approval for different land uses and circumstances.
6.	Zoning Register Standardising procedures (in terms of their appropriateness). Compile a zoning register.
7.	Development Incentives: Identify mechanisms to promote appropriate development and proactively facilitate the development process in targeted areas. This should be done through the MSDF, LED, and other relevant strategies.
8.	Enabling Legislation Identify and formulate enabling legislation and laws to establish the new zoning scheme, convert maps, and identify limitations for compensation where parameters are changed.
9.	Reference Manual Prepare advice and a reference manual on how the new LUS would function. This must be user-friendly, using generous use of plain language, appropriate graphics, and flow chart illustrations.

Table 2: List of Activities

7. SKILLS REQUIREMENTS

- 7.1. Companies with individuals with qualifications and extensive experience will be required as detailed in Table 1 and sections 7.1 and 8, respectively.



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Table 1: MINIMUM QUALIFICATIONS REQUIRED BY THE DALRRD

No.	Minimum Qualification	Key Skill Set	Registration Requirements
1.	B Degree in Town/Urban/City and Regional Planning	• Spatial Planning • Land use management • Land Use Scheme development • Report writing • Project Management	Registration with SACPLAN as a Professional Planner
2.	B Degree related to Geographic Information Systems	• Mapping • Spatial analysis • Data modelling	Registration with SAGC (South African Geomatics Council) as a Professional GISc or Geomatics Technologist: GISc.

Table 3: Minimum Qualifications

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

7.2. A qualified and skilled Town and Regional Planner with a project management background will also be required to manage the different specialists and coordinate the work being undertaken.

7.3. Proven experience and a thorough understanding of the following is also required:

- a) Spatial development policies and legislation;
- b) Urban and rural development and land reform;
- c) Previous experience in the LUS development and Spatial Development Framework either at municipal or provincial levels;



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- d) Previous experience with policy and/or planning work at a Local, Regional and Provincial Level;
- e) Understanding of the interrelationship amongst the following: social, economic, land use, transport and environmental issues;
- f) Stakeholder engagement and Project Management;
- g) Research, analytical writing and communication skills.
- h) Experience in developing similar tools/instruments will be an added advantage.

8. PROJECT DURATION AND PAYMENT MILESTONES

- 8.1. The Project will commence after the letter of appointment has been issued and the Service Level Agreement has been signed, which will expire in Ten (10) months thereafter and is subject to addition, extension or early termination, depending on the need and performance assessment of the service provider.
- 8.2 The DALRRD reserves full rights to implement the above-mentioned clause.
- 8.3 The target dates for each milestone (as well as the associated deliverables) and the amount of financial compensation for the work done are scheduled under **Table 4.**

Table 4: Project cost and timeframes

Phases	Action/ Activity	Deliverables	Cost Per Phase	Time-frame
Phase 1: Inception and Communication Plan	• Compile work plan • Council resolution • Communication plan	Inception Report and Stakeholder Communication Plan	5%	0.5 Month
Phase 2: Data Collection and Status Quo on Land Use Rights	• Zoning data and data collection, verification, analysis and capturing. • Spatial data editing and alignment with SG and Deeds • Legislative and Policy review • Land audit • Translate SDF into more Detailed broad land use areas • Key questions/Status quo report. • Identify all un-proclaimed land use approvals.	Status Quo Report and Land Use Analysis	20%	2 Months

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Phase 3: Preparation of a Draft Land Use Scheme, including Scheme maps and clauses/regulations, and land use Survey report	- Select Zones and prepare the Scheme Map - Draft Land Uses and Development Parameters - Draft General and Land Use Definitions - Policies and additional controls - Procedures to be included in the Scheme - Application guidelines - Zoning register and maps	Draft Land Use Scheme, Zoning Register and Maps	20%	3 Months
Phase 4: Public Consultation and Amendment	- Public participation - Circulation to relevant authorities - Submission to Council for support of the Scheme in principle - Report on the synopsis of public comments received and where/how they have been addressed. - Revised LUS based on public comments	Consultation Report Amended Land Use Scheme	20%	2.5 months
Phase 5: Final Land Use Scheme (regulations, zoning maps and register) document and supporting materials	- Preparation of final scheme clauses, Overlay zones where applicable and zoning register and maps - Submission to Council for adoption	Final Land Use Scheme Council Resolution	15%	1 month
PHASE 6: Implementation	- Promulgation of scheme - Printing of LUS copies, booklets and banners	Promulgation Notice Roll-up Banners x2 Posters x6 Booklets x30 Final Land Use Scheme document, zoning register, Zoning maps x2 and GIS map packages and soft copies of all printed materials.	10%	1 month
PHASE 7: Retention and close out	Close out report	Close out report	10%	
Total			100%	10 Months

8.4. Due to the Project's urgency, timeframes must be strictly followed. Financial penalties will be imposed for delay or non-compliance with time and quality requirements.



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9. CONTENTS OF THE PROJECT PROPOSAL

The service provider will be expected to provide a clear and concise project proposal covering the aspects listed below as well as responding to the terms of reference.

- 9.1 An executive summary of the key issues covered in the Proposal.
- 9.2 A company profile and profile of each employee forming part of Project Team with clear references to similar and related work undertaken in the past with clear evidence where a person/member participated in or managed certain projects in the past which bears relevance to the work at hand. Clear indication of actual roles and responsibilities must be presented with verifiable proof.
- 9.3. General methodology for undertaking work of this nature. The methodology should also indicate the project milestones that will be used to measure the project progress, as well as the cost break down.
- 9.4. Certified copies of all certificates, references, professional registration and related certification for all members of the proposed team must be attached.
- 9.5. Any other information relevant to the determination of the suitability of the interested bidder for this project should be listed.
- 9.6 All-inclusive costing model and a project plan.
- 9.7 *The following technical information **must** be submitted with the bid proposal:*
 - a) Organogram outlining the project team members with a clear indication of the project leader and support team;
 - b) Relevant professional experience of the team leader and core supporting experts;
 - c) Organisational, managerial and technical ability;
 - d) Full CV's of all proposed team members;
 - e) Minimum 3 contactable current and previous client references from 3 different clients;
 - f) Associations and Professional Affiliations of companies and individuals;



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10. INFORMATION GATHERING

- 10.1. The selected service provider will be expected to make contact with all the relevant officials and units within all spheres of government and other stakeholders of government or any relevant stakeholder or entity holding information relevant to the project to obtain relevant information that will be required for the project when a need arises.
- 10.2. Existing information which is available within the DALRRD and the municipality will be made available to the appointed service provider during the execution of the project.
- 10.3. In the case where a letter to confirm and motivate for requesting information from the different spheres of government or parastatals is required, the DALRRD will provide the requested letter.
- 10.4. Notwithstanding anything written in these terms of reference, the responsibility for collecting and obtaining information necessary for the successful execution of the project remains entirely with the service provider.
- 10.5. The service provider shall be required to request where available data quality reports for all data acquired for use in this phase. Where such reports are not available, the service provider shall be required to assess the level of quality of each dataset and document it in a report. This will allow the service provider to understand the various limitations of the dataset before any analysis can be done.

11. TERMS AND CONDITIONS OF THE BID

- 11.1 Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management general contract conditions.
- 11.2 The DALRRD and successful Service Provider(s) will sign a Service Level Agreement upon appointment. Such a Service Level Agreement will include the following:
 - a) Period of agreement;
 - b) Project objectives, milestones and scope;
 - c) Staffing;
 - d) Project plan and project plan management;
 - e) Budget;
 - f) Cost and fee payment;



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- g) Method of communication;
 - h) Reporting relationship;
 - i) Deliverables and conditions and terms of deliverables;
 - j) Form and formats of working papers;
 - k) Reviews;
 - l) Uncompleted work;
 - m) Confidentiality;
 - n) Disputes; and
 - o) Financial penalties and termination of contract.
- 11.3 The service provider should submit an acceptance letter and be available to commence with the project within five (5) days after receiving official order and the service level agreement being signed.
- 11.4 During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to organise the progress report meetings and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.
- 11.5 Project team members must be available for the duration of the project, the service provider is not allowed to change the composition without prior consent of the DALRRD and the municipality.
- 11.6 Any deviation from the project plan should be put in writing and signed by the project manager of DALRRD.
- 11.7 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 11.8 Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 11.9 Financial penalties will be imposed for agreed upon milestones, targets, and deadline not met without providing:
- a) Timely notification of such delays.
 - b) Reasons for the delays.



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- c) Supporting evidence that the delays were outside of the influence of the service provider.

- 11.10 Payment will **ONLY** be made as per deliverables and upon **SATISFACTION** of good and quality product. Therefore, original invoices submitted for payments must be submitted for payment with relevant supporting documents. No copies of invoices will be processed.
- 11.11 Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.
- 11.12 Original invoices to substantiate all costs must be provided. The invoices should include the DALRRD order number that will be provided to the selected service provider upon acceptance of the proposal.
- 11.13 When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DALRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DALRRD.
- 11.14 The DALRRD reserves the right not to appoint anyone.
- 11.15 No material or information derived from the provision of the services under the contract may be used for any other purposed except for those of the DALRRD, except where duly authorized to do so in writing by the DALRRD.
- 11.16 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 DALRRD.
- 11.17 The successful Service Provider agrees to keep confidential all records and information of or related to the project and not disclose such records or



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information to any third party without the prior written consent of DALRRD.

11.18 All works relating to spatial information remains the property of the state and shall be disseminated in line with the policy on pricing of spatial information products and services.

11.19 The successful Service Provider agrees to maintain the level of technical capacity as indicated in the bidding document submitted, throughout the duration of the project and any change to their team shall not compromise the technical capacity of the Service Provider or impact negatively on the pace and quality of the project outcome.

12. MANDATORY REQUIREMENTS

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

12.1 EVALUATION OF TENDERS/ PROPOSALS

Tenders will be evaluated in terms of the evaluation criteria stipulated below:

- Evaluation for mandatory criteria
- Evaluation in terms of Functionality
- Evaluation in terms of Presentation
- Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.

12.1.1 Evaluation for mandatory criteria:

a. Tax Requirements:

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- Bidders may also submit a printed TCS together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved;
- each party must submit a separate proof of TCS / pin / CSD



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number.

- Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

b. Bidders must submit a resolution made by board members authorizing a particular person to sign the bid documents:

- In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated on the company letter head.
- In case of a **COMPANY** submitting a tender, include a copy of a resolution by its board of directors authorizing a director or any other official of the company to sign the documents on behalf of the company.
- In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a resolution by its members authorizing a member or any 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 an 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." i.e., the Joint Venture must submit three Letters of Authority as per the aforesaid Joint Venture requirement.

12.2 Bidders must complete and sign all standard bidding documents and GCC.

12.3 A resolution authorizing a particular person to sign the bid documents (complete and signing of LA1.6 on the company letterhead).



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- 12.4 Bidders must complete and sign the pricing schedule in full (SDB 3.3) by and authorised person. (No other pricing template will be accepted for SBD3.3 other than the one department has provided.)
- 12.5 The Project leader must hold a bachelor's degree in Town / Urban / City and Regional Planning which is recognised and be registered as a Professional Planner by the South African Council of Planners. A copy of a valid registration certificate should be attached to the proposal together with letter of good standing.
- 12.6 One member of the Project Team member must be a Professional Geographic Information Science Practitioner registered with the SAGC. A copy of the valid registration certificate should be attached to the proposal.

NB: Accept that failure to fully complete Form for Key-person of the returnable documents will result in a submission being regarded as non-responsive.

13 REPORTING AND ACCOUNTABILITY

- 13.1. During the execution of the project, the service provider will be required to submit progress reports and attend meetings at intervals as it will be determined by the project team or steering committee managing the project.
- 13.2. All information captured and or used to generate the outputs of the project remains the property of DALRRD and Rand West City Local Municipality and must be handed over in its totality when the project is closed. DALRRD and Rand West City Local Municipality will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and DALRRD. This agreement must be reached and signed off together with the project plan before the project commences.



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14. EVALUATION CRITERIA

14.1 Proposals will be evaluated in four (4) stages:

1. Bidders need to be responsive to all Mandatory requirements
2. Bids will be evaluated on functionality, which needs to score 70 out of 100 to go to the third stage
3. Presentation and bidders will have to score 70 out of 100 to go to the fifth stage
4. The fourth stage in accordance with 80/20 preference points system as stipulated below.

14.2 Evaluation of Functionality

The functionality will be evaluated individually by Members of the Bid Evaluation Committee per the below functionality, criteria and values. The applicable values that will be utilised when scoring each criterion range from:

1= Poor, 2 = Average, 3 = Good, 4 = Very good and 5 = Excellent.

The minimum requirements, highlighted in the table below, indicate the benchmark required to qualify for the fourth stage (presentation) of the evaluation.

The bids that fail to achieve a minimum of 70 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated in the third stage (presentation) and fourth stage (Preference Points System).

The following Quality (functionality) criteria, set out in the table below, will be used to evaluate the tenders regarded as responsive.



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. Capability: Team Leaders' experience, track record and competency	The Team Leader must be a Town Planner registered as a Professional Planner . Must have project management experience and a minimum of Ten (10) years post-registration experience and expertise in managing and coordinating multi-disciplinary projects in the spatial planning and land use management environment: Attach CVs clearly indicating a detailed profile of previous work experience and contactable references of similar work undertaken (list names, addresses, telephone numbers, fax numbers, and email). 1. More than 15 years of working experience post-registration in a spatial planning and land use management environment. - Excellent (score 5) 2. 11 -15 years of working experience post-registration in a spatial planning and land use management environment. - Very Good (score 4) 3. 10 years of working experience post-registration in a spatial planning and land use management environment. - Good (score 3) 4. 7- 9 years of working experience post-registration in a spatial planning and land use management environment.	10	20



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	- Average (score 2) 5. Less than 7 years of working experience post-registration in a spatial planning and land use management environment. - Poor (score 1)	
	The Team Leader must have successfully managed at least five (5) projects in the spatial planning and land use management environment in the past ten (10) years. Attached is a short profile demonstrating the successful completion of previous projects and contactable references for similar work done (list names, addresses, telephone numbers, fax numbers, and email). 1. Managed 10 or more projects in the spatial planning and land use management environment in the past 10 years. - Excellent (score 5) 2. Managed 7 projects in the spatial planning and land use mamangement environment in the past 10 years. - Very Good (score 4) 3. Managed 5 projects in the spatial planning and land use management environment in the past 10 years. - Good (score 3) 4. Managed 3 project in the spatial planning and land use management environment in the past 10 years.	10



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
	- Average (score 2) 5. Managed 1 projects in the spatial planning and land use management environment in the past 10 years. - Poor (score 1)		
2. Capability: Project Teams' experience, track record and competency	The composition of the technical team to be utilised in the execution of the Project consists of the following professions: Attach copies of qualifications and CVs clearly indicating a detailed profile of their previous work experience and contactable references of similar work done (list names, addresses, telephone numbers, fax numbers and Email numbers).		30
	Three (3) Town/Urban/City and Regional Planners: A minimum of three (3) Town Planners, each with five (5) years post-qualification experience in Spatial Planning and land use management. 1. 5 Planners registered with SACPLAN, each with 5 years post-qualification experience in Spatial Planning and land use management. - Excellent (score 5) 2. 4 Planners registered with SACPLAN, each with 5 years post-qualification experience in Spatial Planning and land use management. - Very Good (score 4) 3. 3 Planners registered with SACPLAN, each with 5	20	



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	years post-qualification experience in Spatial Planning and land use management. - Good (score 3) 4. 2 Planners registered with SACPLAN, each with 5 years post-qualification experience in Spatial Planning and land use management. - Average (score 2) 5. 1 Planner registered with SACPLAN and with 5 years post-qualification experience in Spatial Planning and land use management. - Poor (score 1)	
	Professional Geographic Information Science Practitioner: Relevant B Degree plus 10 years post registration experience in mapping, modelling and analysis. 1. Relevant qualification plus registration with SAGC and more than 15 years post registration relevant experience mapping and analysis - Excellent (score 5) 2. Relevant qualification plus registration with SAGC and 11-15 years post- registration experience in mapping and analysis - Very Good (score 4) 3. Relevant qualification plus registration with SAGC and	10



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
	10 years post- registration experience in mapping and analysis - Good (score 3) 4. Relevant qualification plus registration with SAGC and 7 – 9 years post- registration experience in mapping and analysis - Average (score 2) 5. Relevant qualification plus registration with SAGC and less than 7 years post- registration experience in mapping and analysis - Poor (score 1)		
3. Capability: Firms' experience, track record and competency	Town Planning Company with experience in developing at least 10 similar projects (Land Use Scheme, SPLUM By-Laws, precinct plans, SDFs) within the last ten (10) years. (Provide client reference for all completed projects). Attach client reference letters of similar work done on a client letterhead (addresses, telephone numbers, fax numbers and Email address) indicating appointment and completion date of project. 1. Ten (10) or more similar projects including 5 Land Use Schemes completed in the last 10 years. - Excellent (score 5) 2. Ten (10) similar projects including 3 Land Use	20	20



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
	Schemes completed in the last 10 years. - Very Good (score 4) 3. Ten (10) similar projects including 1 Land Use Scheme completed in the last 10 years. - Good (score 3) 4. Nine (9) similar projects including 1 Land Use Scheme completed in the last 10 years. - Average (score 2) 5. Eight (8) similar projects excluding a Land Use Scheme completed in the last 10 years. - Poor (score 1)		
4. Methodology	Clear approach and methodology of how the project deliverables will be executed: 1. The service provider's approach and methodology are exceptional, with highly innovative solutions demonstrating an exceptional understanding of how to execute the Project. - Excellent (score 5) 2. The service provider approach and methodology are very well defined and demonstrate a thorough understanding of how to execute the Project and include some innovative ideas. - Very Good (score 4) 3. The service provider approach and methodology are	20	30



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	clearly defined and demonstrate a good understanding of how to execute the Project. - Good (score 3) 4. The Service provider's approach and methodology are fair and demonstrate little understanding of how to execute the Project. - Average (score 2) 5. The service provider approach and methodology are not clearly defined. - Poor (score 1)	
	A project plan demonstrating a coordinated approach of how various project deliverables will be managed against timeframes. 1. The proposed project plan has innovative solutions to deliver the Project ahead of schedule. - Excellent (score 5) 2. The proposed project plan meets all requirements and demonstrates a high standard of project execution. - Very Good (score 4) 3. The proposed project plan is in line with all the requirements. - Good (score 3) 4. The proposed project plan meets some of the requirements. Delays are unlikely to have a significant	10



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
	impact on the outcome. - Average (score 2) 5. The proposed project plan does not meet the requirements. - Poor (score 1)		

Table 5: Guidelines for criteria application

14.3 Third Stage - Presentation

Only bids that achieve the minimum qualifying score of 70 points out of 100 points in the second stage (functionality) will be evaluated in the third stage (presentation). The evaluation of the presentation in the third stage of evaluation will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below criteria and values.

The applicable values that will be utilized when scoring each criterion range from **1 - poor, 2 - average, 3 - good, 4 - very good and 5 - excellent.**

EVALUATION CRITERIA	WEIGHT	INDICATE VALUE 1-5	COMMENT/ REMARK
Approach of methodology understanding of the project scope	20		
Methodology to the development of the Land Use Scheme, the collection, cleaning and capturing of land use data and mapping of land use developments.	40		
Approach to the development of the stakeholder's engagements. Innovation and	40		



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communication plan/strategy.			
Total Points	100		

Table 6: Presentation criteria

14.4 Fourth Stage - Evaluation in terms of 80/20 Preference Points System

Only Bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system prescribed in preferential Procurement Regulations.

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

Apply the 80/20 Preference Point system where a maximum of Eighty (80) tender adjudication points are awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2022.

POINTS AWARDED FOR PRICE

A maximum of 80 points is allocated for price on the following basis: **80/20**

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

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 below. In cases where organs of state intend to use



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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.

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

NB: Historically disadvantaged individuals: A person historically disadvantaged by unfair discrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent, who become citizen of the Republic of South Africa by Naturalisation-

- a) Before 27 April 1994
- b) On or before 27 April 1994 and who would be entitled to acquire citizenship by naturalisation prior to the date.

(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.)



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The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI (Historically Disadvantaged Individuals)	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Youth	3		

Table 2: Specific goals for the tender points

Only proposals with the highest number of points scored in respect of the goals contemplated above and points scored for price may be selected.

The Department of Agriculture, Land Reform and Rural Development reserves the right not to award the bid to any service provider, or to various Service Providers.

15. PROJECT MANAGEMENT WITHIN DALRRD

This project will be facilitated by a team consisting of officials from the DALRRD, the Municipality within which the Land Use Scheme is located, and any other person/s appointed by DALRRD.

16. OUTCLAUSE

- 16.1 The DALRRD reserves the right not to appoint if suitable candidates are not found, at the complete discretion of DALRRD.
- 16.2 The DALRRD reserves the right to terminate the contract in the event that there is clear evidence of non-performance on the part of the service provider.



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17. PUBLICATION

17.1 21 days advertisement.

17.3 E-portal

18. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

**DIRECTOR: SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES
(GAUTENG)**

**DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL
DEVELOPMENT**

PRIVATE BAG X833

PRETORIA

0001

Technical Related Enquiries

Attention: Mr. Samuel Osei/ Wandisa Ndevu

Telephone: 012 337 3712/3692

Email: Samuel.Osei@dalrrd.gov.za

Email: wandisan@dalrrd.gov.za

Bid Related Enquiries

Mr. Absalom Marema / Ms. Jane Mpepele

Telephone: (012) 337 3634/3700

Email: Absalom.marema@dalrrd.gov.za

Email: jane.mpepele@dalrrd.gov.za



FORM : KEY-PERSONNEL OR MANAGEMENT STAFF

The Tenderer shall, submit the names of Project Team Leader and Professional Geographic Information Science Practitioner and that will be employed for duration of Contract.

1. Position	Name of Project Leader
The Project leader must hold a bachelor's degree in Town / Urban / City and Regional Planning which is recognised and be registered as a Professional Planner by the South African Council of Planners. A copy of a valid registration certificate should be attached to the proposal together with letter of good standing.	
2. Position	Name of Geographic Information Science Practitioner
One member of the Project Team member must be a Professional Geographic Information Science Practitioner registered with the SAGC. A copy of the valid registration certificate should be attached to the proposal.	

Signature of person authorised to sign the tender:

Date:

PRICING SCHEDULE FOR TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A WALL-TO-WALL LAND USE SCHEME FOR RAND WEST CITY LOCAL MUNICIPALITY WITHIN A PERIOD OF TEN (10) MONTHS

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:

CLOSING DATE:

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

ITEM NO TAX	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED</u>
----------------------------	--------------------	--

- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate rates based on the total cost to the department for completion of each stage and including Expenses for the project.
- TOTAL BID PRICE (INCLUSIVE OF VAT)** R.....

PHASES: (refer to the Terms of Reference; table 2 Project Phases)	PERCENTAGE	TIMEFRAME S	TOTAL COST
Phase1:Inception and communication Plan	5%	0.5 Month	R.....
Phase 2: Data collection and status Quo on Land Use Rights	20%	2 months	R.....
Phase 3: Preparation of a Draft Land Use Scheme, including Scheme maps and clauses/regulations, and land use Survey report	20%	3 months	R.....

Name of Bidder:

PRICING SCHEDULE FOR TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A WALL-TO-WALL LAND USE SCHEME FOR RAND WEST CITY LOCAL MUNICIPALITY WITHIN A PERIOD OF TEN (10) MONTHS
[SBD 3.3]

Phase 4 Public Consultation and Amendment	20%	2.5 Months	R.....
Phase 5: Final Land Use Scheme (regulations, zoning maps and register) document and supporting materials	15%	1 month	R.....
Phase 6: Implementation	10%		R.....
Phase 7: Close-out report and Retention	10%	Close-out report	R.....
SUB –TOTAL (Excluding VAT)			R.....
VAT			R.....
TOTAL (Including VAT)			R.....

NB! The Department will not be responsible for any travelling cost

4. Period required for commencement with project after acceptance of bid
.....
5. Estimated man-days for completion of project
.....
6. Are the rates quoted firm for the full period of contract?
.....
7. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....

Any enquiries regarding bidding procedures may be directed to the –

AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
524 CNR STANZA BOPAPE & STEVE BIKO
6TH FLOOR SANCADIA BUILDING
ARCADIA
PRETORIA

Bid related enquiries:

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

Name of Bidder:

PRICING SCHEDULE FOR TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A WALL-TO-WALL LAND USE SCHEME FOR RAND WEST CITY LOCAL MUNICIPALITY WITHIN A PERIOD OF TEN (10) MONTHS

[SBD 3.3]

SUPPLY CHAIN ENQUIRIES

Mr. A Marema / Ms Jane Mpepele

Directorate: Supply Chain Management

Contact Number: 012 337 3634/3700

E-mail: absalom.marema@dalrrd.gov.za / jane.mpepele@dalrrd.gov.za

TECHNICAL ENQUIRIES

Attention: Mr S Osei

Directorate: SPLUM

Telephone: (012) 337 3712/13 (0825626154)

E-mail: samuel.osei@dalrrd.gov.za

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. 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 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

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.

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. DEFINITIONS

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

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.
- 2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.
- 2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.
- 2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

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

- (I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:

$$\bullet \text{Percentage ownership equity} \times 10 \div 100 = \text{number of points claimed.}$$

- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:

$$\bullet \text{Percentage ownership equity} \times 5 \div 100 = \text{number of points claimed.}$$

- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:

$$\bullet \text{Percentage ownership equity} \times 2 \div 100 = \text{number of points claimed.}$$

- (IV) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:

$$\bullet \text{Percentage ownership equity} \times 3 \div 100 = \text{number of points claimed.}$$

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$= \left(- \frac{\quad}{\quad} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$= \left(+ \frac{-}{-} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

5. SUB-CONTRACTING

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

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 5.1.1 If yes, indicate:

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:

- 6.2. Company registration number:

- 6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;

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

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

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

2. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
3. 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

- Definitions
- Application
- General
- Standards
- Use of contract documents and information; inspection
- Patent rights
- Performance security
- Inspections, tests and analysis
- Packing
- Delivery and documents
- Insurance
- Transportation
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- Prices
- Contract amendments
- Assignment
- Subcontracts
- Delays in the supplier's performance
- Penalties
- Termination for default
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- Force Majeure
- Termination for insolvency
- Settlement of disputes
- Limitation of liability
- Governing language
- Applicable law
- Notices
- Taxes and duties
- National Industrial Participation Programme (NIPP)
- 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
- Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 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.
- 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.
- Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (J) 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
 - (K) 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.

**• 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.

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

(KK) services

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

- (JJJ) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (KKK) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (LLL) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (MMM) 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:

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
in the event of termination of production of the spare parts:

Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

(c) 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:

6. 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;
7. if the Supplier fails to perform any other obligation(s) under the contract; or
8. 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:

7. the name and address of the supplier and / or person restricted by the purchaser;
8. the date of commencement of the restriction
9. the period of restriction; and
10. 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.

2 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

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.
v) 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.
vi) 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.
(f) 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	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)