



**agriculture, land reform
& rural development**

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

CHIEF DIRECTORATE: PROVINCIAL SHARED SERVICES CENTRE - GAUTENG

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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP BANTU-BONKE PRECINCT PLAN WITHIN A PERIOD OF SEVEN (7)
MONTHS, IN GAUTENG PROVINCE - MIDVAAL LOCAL MUNICIPALITY**

1. INTRODUCTION

The Department of Agriculture Land Reform and Rural Development (DALRRD) requires the services of one (1) or a consortium of suitably qualified service providers to develop the Bantu-Bonke precinct plan for the Midvaal Local Municipality.

2. BACKGROUND AND PROBLEM STATEMENT

- 2.1 Bantu-Bonke is located within the Midvaal Local Municipality in the Sedibeng District Municipal area. The Bantu-Bonke area located in the central-southern parts of the municipal area is classified as an Agri Village. This is a small residential settlement with a number of community facilities serving the local and surrounding rural communities. It has a strong agricultural character with a hydroponic plant forming part of the village.
- 2.2 Bantu-Bonke is a Comprehensive Rural Development Plan (CRDP) focus area which includes a hydroponics project in the southern extents of Midvaal which provides jobs for about 20 people. The farm produces cucumber, green pepper, tomato and spinach. The main buyers of their crops are Johannesburg, Pretoria, Klerksdorp, Vereeniging and Springs Fresh Produce markets. New phases are being planned for Bantu-Bonke, including chicken farming and a piggery, which would involve GDARD purchasing more land around the existing hydroponics

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farm. The aim is to also establish Bantu-Bonke as an agricultural development node.

- 2.3 The Glen Douglas Dolomite mine which is situated near Randvaal to the north of Meyerton, is the only operational mine in the area. Proposals for further mining in the area surrounding Bantu-Bonke are being explored by mining companies such as Exxaro. Land has been identified in Portion 7 of the Farm Panfontein 437 IR for the construction of an Agri-village comprising of 500 units. This is to provide housing opportunities for the Bantu-Bonke backyarders and neighbouring informal settlements such as Makokong and Kudung.
- 2.4 Precinct commonly refers in planning to a geographically smaller area with specific characteristics that requires detailed planning within the broader administrative boundaries of a municipality and the exact size of a precinct will thus vary.
- 2.5 A precinct can be developed to provide a new desired development pattern to an area, alter existing land use disparities, protect and promote existing predominant or preferred future dominant land uses and associated ancillary or compatible land uses. Example of core attributes a precinct plan should protect and promote includes:
- A sense of place;
 - Functional built environment to promote:
 - Accessibility-paths and linkages
 - Equity-even distribution of resources
 - Integration- place making
 - Functionality-compatibility of land use activities
 - Sustainability-social, economic, institutional enhancement and environmental protection
 - Economic activities and opportunities;

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- Agriculture;
- Intensive animal production;
- Sport and recreation;
- Forestry;
- Water supply catchments and other water supply sources;
- Rural or eco-tourism;
- Mining and extractive resources;

- 2.6 A precinct plan is a planning tool that sets out a vision for the future development trajectory of an area. It establishes a planning and management framework to guide development and land-use change and aims to achieve environmental, social and economic objectives.
- 2.7 A precinct plan such as is required by this project should consider all the issues affecting an area, including its ownership, township status, buildings and spaces, land uses, activities and transport. An essential aspect of the precinct planning process is feedback from the community on how the area should evolve. An important phase of the precinct planning process requires consultation with the community, residents, businesses and the development industry to determine the best outcome for the precinct area.
- 2.8 Each precinct plan requires detailed and ongoing consultation with its local community. From the background research, analysis and consultation, the precinct plan should determine what is working well in an area and how this can be enhanced, and how the area can grow and change in the future. It provides clear strategies and detailed actions for how this can be achieved through the implementation of the precinct plan over time.

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- 2.9 The precinct plan will inform interventions by both the public and private sectors in order to facilitate economic growth and development through social, spatial and economic development or regeneration. The aim is to initiate, stabilize, consolidate and promote economic development in the precinct and to enhance business efficiencies and opportunities as a response to various government initiatives by proposing appropriate land-use interventions or densities within this nodal area.
- 2.10 The proposals in the precinct plan should inform the overall development of the precinct in terms of medium to long-term strategic interventions required to promote the development of spatially and economically integrated precincts that are attractive, efficient, convenient, safe and effectively managed. The interventions will also promote restructuring, sustainable communities, economic development, poverty alleviation and environmental sustainability.
- 2.11 The primary aim of a precinct plan is the arrangement of land use and infrastructure associated with the needs of specific communities within administrative regions. It integrates transportation, environment, education, economic development, social, residential development and other developmental requirements. Development needs, opportunities and priorities are identified. It is a process that is community-based and driven.
- 2.12 The required precinct plan must:-
- 2.12.1 Give effect to the development principles contained in the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) including: -
- i. Spatial Justice;
 - ii. Spatial Sustainability;
 - iii. Efficiency;
 - iv. Spatial Resilience; and
 - v. Good Administration

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2.12.2 Set out objectives that reflect desired spatial form of the rural municipality;

2.12.3 Contain strategies, policies and plans which must-

- i. Indicate desired patterns of land use within the precinct;
- ii. Address the spatial reconstruction of the location and nature of development within the identified precinct; and
- iii. Provide strategic guidance in respect of the nature of development within the precinct.
- iv. Provide proposal for land tenure status, including but not limited to formalization of the township, as well as the roles and responsibilities of the various stakeholders in the various tenure options.

2.12.4 Set out basic guidelines for a land use management system in the precinct;

2.12.5 Identify programmes, projects and restructuring elements for the development of land within the precinct;

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

- i. must indicate where public and private land development and infrastructure investment should take place;

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- ii. must indicate desired or undesired utilisation of space in the particular area;
- iii. may delineate the land use parcels and precincts;
- v. must identify areas where strategic intervention is required; and (v) must provide urban design interventions and guidelines to enhance the aesthetic appeal.

3. THE LEGISLATIVE FRAMEWORK

3.1. The Spatial Planning and Land Use Management Act

3.1.1. The Spatial Planning and Land Use Management Act, 2013 (SPLUMA) serves as a framework for all spatial planning and land use management in South Africa. It seeks to promote consistency and uniformity in procedures and decision-making pertaining to issues spatial planning and land use management. Other objectives include; addressing historical spatial imbalances and the integration of the principles of sustainable development into land use and planning regulatory tools and legislative instruments.

3.1.2. In terms of Chapter 3, Section 9 the National Government must provide support and assistance to municipalities in the performance of its land use management functions and also monitor the quality and effectiveness of municipal spatial

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development frameworks and **other spatial planning and land use management tools and instruments** of municipalities.

4. OBJECTIVES

4.1. The key objective of the project is to appoint a service provider to develop the Bantu-Bonke Precinct Plan for the Midvaal Local Municipality (MLM) within a period of seven (7) months that should: -

4.1.1 Include proposals to form the basis of a land use scheme or suggest proposed amendments to an existing land use scheme that are required to establish and manage the precinct(s), such as:

- land use controls to protect and promote regional landscape agricultural values and non-agricultural and other economic activities within a precinct;
- levels of development assessment for land use changes within a precinct;
- modified controls to promote opportunities to diversify, innovate and value-add to activities within a precinct;
- options to prevent incompatible land uses within a precinct;
- identifying key areas where a precinct can sustain rural economic activities;
- preventing inappropriate fragmentation of land; and

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- development proposals to protect or promote compatible development within a precinct.
- 4.1.2 Detail the type, location, size and configuration of the proposed precinct. Depending on these factors, some of the matters discussed in Section 2 of this ToR may have more or less relevance to the proposed rural precinct. The precinct plan should indicate the relevance of each matter and detail how relevant matters have been addressed.
- 4.1.3 Enhance infrastructure and investment opportunities for activities. The precinct plan should identify opportunities to coordinate and integrate rural and urban planning, especially planning for local and regional infrastructure. This information can be used to assist in prioritising infrastructure options such as transport networks and water supply systems. The precinct plan should improve the exchange of benefits of regional and local infrastructure between urban areas and rural precincts.
- 4.1.4 Enable rural agro-industries to diversify, adjust, innovate and value-add. The precinct plan should include strategies and actions that support the diversification of compatible activities, encourage innovative land-use planning and management, assist in implementing adjustment strategies, or add value to activities within a precinct.
- 4.1.5 Identify alternative economic uses of land. The precinct plan should aid in identifying alternative economic uses of rural land by establishing a vision and identifying economic, social and environmental opportunities and constraints to improve the profitability and sustainability of natural resource use in the precinct.
- 4.1.6 Protect and promote productive activities within a precinct and associated regional agricultural landscape values within a precinct. The precinct plan should aid in

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identifying strategies and actions that protect and promote productive activities, including the range of landscape values supported by the particular rural precinct. In addition, a precinct plan should help identify opportunities and constraints to promote the ecologically sustainable development of the natural resources within the precinct.

4.1.7 Sustain benefits to the community derived from the natural environment. The precinct plan should protect the environmental and natural resource values of the rural area by protecting or promoting activities that employ best practice management, maintain or enhance ecosystem services, and/or implement regional natural resource management plans.

4.2 **Land tenure arrangements:** The Precinct plan must consider best-practice alternatives for land tenure arrangements, including but not limited to township formalization. The tenure alternatives must explore and report on the roles and responsibilities of the various role players given the different tenure option.

4.3 **Scheme amendments:** This section should identify how the proposed planning scheme amendments achieve the planning intent for the rural precinct(s) by describing how the proposed assessment tables, planning and subdivision controls, and any land-use restrictions satisfy the matters listed above.

4.4 **Management and Implementation strategies:** This section should identify how other planning and management initiatives contribute to achieving the planning intent of the rural precinct(s) and the matters listed above.

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5. SCOPE OF WORK

5.1 The successful service provider would be expected to undertake the following towards the development of the Precinct Plan:

- a) Conduct a status quo analysis which will entail but not limited to sectoral and spatial analysis, policy analysis and gap analysis of the Precinct Plan.
- b) Draft a Spatial Vision for the Precinct Area, in line with the Municipal Spatial Development Framework. The Spatial Vision will be subject to consultation with the municipality and various stakeholders.
- c) Develop spatial challenges, options and proposals for the municipality taking into cognizance the local circumstance, ownership local policies, local economic challenges and development, provincial and national policies and strategies, as well as community needs and desires. The options must also consider government priority programs from all relevant spheres of government. The envisaged outcome of this exercise is the development of Spatial Options that will inform the Precinct Plan and also highlight and identify visible changes, trends, and their opportunities, conflicts and tensions and how they can be addressed.
- d) The Precinct Plan must also include an Implementation Plan with detailed budgets and projects/programmes that identifies the responsibilities for its implementation both within and outside the municipality.
- e) Precinct planning report that documents the results of technical studies, analyses and community consultation undertaken during the development of the precinct plan; and demonstrates the consistency of the proposed precinct

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with the Spatial Development Framework and the Integrated Development Plan of the applicable municipality. The **precinct planning report** presents the results of technical analyses of data that address the matters set out in Section 2 of this ToR; and

- uses the best-available information held by all organs of state, research organisations and other relevant stakeholders;
 - provides adequate analysis and rationale to support the objectives of the rural precinct; and
 - includes a summary of consultation activities, submissions and responses.
- f) List of implementation actions which include a prioritised list of development interventions and their spatial locations that indicate how the Municipality intends to manage the rural precinct. This can include both statutory and non-statutory implementation measures.
- g) Provide information that may be relevant for developing the precinct plan and to establish and manage a rural precinct includes the identification and/or analysis of:
- Existing precinct character;
 - Ownership and vested real rights;
 - Land attributes and constraints (SWOT Analysis);
 - Geology and geotechnical characteristics (linked to developmental potential of precinct);
 - Good quality agricultural land;
 - Pastoral production land or grazing areas
 - Rural enterprises / economic development opportunities;
 - Mining and extractive resources;
 - Topography;
 - Hydrology;

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- Proximity to waterways, dams and other water resource infrastructure and supplies;
- Existing and future noise sources;
- Environmental hazard/risk;
- Nature conservation areas;
- Public utility network;
- Tourism/scenic amenity;
- Transport network including public transport networks;
- Other critical infrastructure;
- Relationship/proximity to towns & villages;
- Population and demographics
- Publicly accessible open space and recreation areas, networks/linkages
- Areas of cultural significance
- Land use (types of rural uses undertaken in precinct); and
- Consultation issues.
 - A list of implementation actions proposed to establish and manage a precinct should include:
- Proposed planning scheme amendments;
- Other implementation actions, such as collaborations with other organisations, including the linkages with, or dependence on, other actions or stakeholders;
- List of key projects;
- Prioritized list of developmental interventions and spatial location;
- Cost and budget estimates;
- Timelines and phasing of development;
- Possible sources of finance/funding;
- Implementation agent/s and their roles and responsibilities;

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- Recommendations for the revision of existing policies or strategies, where necessary;
 - Proposals on how the precinct plan can be used for the implementation of projects by sector departments;
 - Institutional capacity recommendations;
 - Proposals for handing over the project;
 - Develop monitoring and evaluation tools to ensure that the precinct plan is implemented accordingly; and
 - Proposals on how the precinct plan should be marketed to attract investment and implementation of projects by sector departments.
- h) Develop a stakeholder engagement plan for the various consultation processes with various stakeholders, including government, private sector and any other stakeholders throughout the lifespan of the project. The service provider should cater for additional unplanned meetings that may be required for the duration of the project.
- i) The advertisement and gazetting processes of the precinct plan should be done in accordance with Section 20(3) of SPLUMA.
- j) The service provider will also be required to assist the municipality in finalizing any documents for the presentation of the Precinct Plan in various committees towards/and for the adoption by Council.

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6. DELIVERABLES

6.1. The appointed service provider will be required to deliver the following to the Department and the municipality:

- a) Precinct Plan with a Spatial vision, Spatial challenges, options and proposals report with related mapping submitted in digital format and a full colour hard copy.
- b) Precinct Plan textual document including all maps, tables and figures in both hardcopy (printed) and softcopy (electronic as MS word document) image files as (e.g. JPEG, windows Bitmap, GIF, etc.);
- c) A0 Precinct Plan Maps x 2;
- d) Executive Summary Document and a public participation report
- e) GIS Information (spatial information collected and derived should be submitted in GIS capable file format i.e. shapefiles, geo-database, layer file, data package, MXD files and must include metadata records captured in line with the South Africa National Standard (SANS -1878). Spatial information captured must be in line with Regulation 5(2) of the Spatial Data Infrastructure Act, 2003;
- f) Implementation Framework (Graphically Illustrated) for approval by council.

6.2. Submissions of reports should be in the form of both hard and electronic versions. Ownership of documentation collected from this assignment vest in DALRRD and the municipality. The DALRRD and the municipality will become the custodian of documentation submitted. The service provider will be responsible for the layout design and editing of the publication. The project

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manager must sign off the final document before printing. The proposed Specification for the Final Precinct Plan can be seen below:

Booklet Size	A4
Cover Page	250 gsm Hi-Q Titan double coated gloss
Text Printed	113 gsm Hi-Q Titan double coated gloss
Colour	Full Colour
Binding	PUR binding
Volume	20 copies
An open file and a print ready artwork of the final Draft Precinct Plan and implementation framework is to be submitted on a printed CD, USB drive along with the all map mxd and Geo-database (shapefiles)	X10

a. Supplemented by Roll-up banners X3 and posters x10.

6.3. The GIS data must further meet the following requirements: -

- ✓ All maps should be in A4 size in the document;
- ✓ Maps must be numbered and listed in the page of contents.
- ✓ All the text in the maps and the legends must be legible.
- ✓ The same map template/ layout must be used throughout the document.

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- ✓ All maps should have the basic map elements, namely: a title, north arrow, legend, scale bar.
- ✓ All the features on the map must be explained in the legend.
- ✓ All mapping must be developed at an appropriate and readable scale; and
- ✓ All maps must also be available in Power point Presentation format as well as the corresponding Map Document (MXD) with all spatial information in shapefiles or a geodatabase ready to be accessed in ArcGIS.
- ✓ The final Precinct Plan Map should be printed on an A0 size
- ✓ All maps must be included in the Draft Precinct Plan document

7. SKILLS REQUIREMENTS

7.1 Companies with individuals with qualifications and extensive experience will be required as detailed in Table 1 and in section 7.3 and section 16 respectively.

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 B Degree in Urban Design	• Spatial Planning • Land use management • Urban Design • Report writing	Registration with SACPLAN as Professional Planner
2.	B Degree in Economics with specialisation in Urban/Development Economic	• Development Economics • Urban Economics • Agricultural Economics	
3.	Relevant Qualification related to Geographic Information	• Mapping • Spatial analysis	Registration with SAGC (South African

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	Systems	• Data modelling	Geomatics Council) as a GIS Practitioner / Professional
4.	BSc in Civil Engineering with specialisation in Infrastructure Planning and Transport planning	• Infrastructure planning • Transport planning	Registration with ECOSA (Engineering Council of South Africa)
5.	BSc or Bachelor's Degree or BTech Environmental Sciences/ Environmental Management	• Environmental management	
6.	Diploma in Graphic Design or Visual Communication	• Layout design • Animation • Attention to detail	

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

7.3 In order to deliver successfully on the scope of work that is expected to be done the table below attempts to provide clarity on the extent of work but not limited to this table only which is expected by different skilled sectors: -

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Table 2: EXTENT OF WORK

Town and Regional Planning
• Consultation and stakeholder engagements (including workshops) • Community development skills • Skills Transfer Plan • Marketing Plan and Materials • National Legislation, Policies and Development Plans (NDP, SPLUMA etc.). • Provincial Legislation, Policies and Development Plans. • Assessment of specific legislation and regulations impacting on the national assets in the study area, specifically the National Key Points, etc. • District municipalities: IDP and SDF. • Local Municipalities: IDP, SDF and Precinct Plans. • Develop municipal spatial structure (Spatial Conceptual Vision) • Development trends and situational analysis. • Cross Border functional linkages, urban-rural linkages, functional nodes and corridors. • Synthesis: Spatial Structuring Elements. • Compilation of Precinct Plans. • Coordinate/Compile Implementation Framework ○ Capital and catalytic projects and costs ○ Institutional and governance arrangements. Formulate proposal for management entity.
Environmental Management
• Existing environmental policies in affected Municipalities and Provinces. • Topography, Hydrology and Catchment areas • State of the Environment and Pollution Risks • Other Environmental Policies Applicable • Synthesis: Environmental Issues • Proposed Environmental Management Guidelines for catalytic projects

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• Identification of priority environmental projects for the Implementation Plan. • Climate Change considerations and mitigation proposals. • Impact of Arid Innovation Hub in Draft NSDF.
Economic Development (agricultural economist and logistics specialist expertise needed)
• Existing economic policies applicable to the municipality including SALGA Baseline, Municipal LED Plans, Provincial PGDPs and District Rural Development Plans. • Socio-Economic Profile (not addressed in the Baseline Study) ○ Population size and composition ○ Projected population growth ○ Workforce (Characteristics) ○ Education ○ Income ○ Unemployment • Economic Overview ○ Global, National and Provincial economic overview ○ Economic overview focusing on sectoral characteristics, trends, forecasts and potential markets for: ○ Agriculture and Agri-hubs (key commodities and agricultural potential) ○ Mining ○ Industrial/Manufacturing ○ Business ○ Tourism ○ Informal Sector • Synthesis: Key local economic drivers, economic development potential, value chains and functional regions per sector. • Economic Development Strategy and Key Projects
Movement Network

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- A detailed investigation into the movement network: Provincial, District, Regional and Local Context: Road, Rail and Air
- Public transport network and services (incl. key markets and logistics)
- Identification of Municipal Issues
- Inputs into Precinct Plans:
 - Proposed movement and public transport network projects
 - Priority Projects

Engineering Services

- Assessment of Bulk Infrastructure Network capacity:
 - Water (including water sources i.e. ground water and water quality)
 - Sanitation
 - Electricity
 - Solid waste
 - Communication infrastructure
- Identification of municipal issues and implications for Spatial Plans.
- Inputs to Precinct Plans regarding:
 - Engineering Services Strategy
 - Priority Projects

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

7.5 Proven experience and thorough understanding in the following is also required:

- a) Spatial, social economic and infrastructure development policies and legislation.
- b) Urban and rural development and land reform.
- c) Previous experience in the development of a precinct plan.
- d) Previous experience with policy and / or planning work.

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- e) Strategic capability and understanding of strategic planning process.
- f) Understanding of the interrelationship amongst the following: social, economic, land use, transport and environmental issues.
- g) Stakeholder and Project Management.
- h) Facilitation and negotiation skills.
- i) Research, analytical writing and communication skills.

8. PROJECT DURATION AND PAYMENT MILESTONES

- 8.1 The project will commence after the letter of appointment has been issued and Service Level Agreement has been signed which will expire in seven (7) 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 reserve full rights to implement the above-mentioned clause.
- 8.3 The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is detailed in Table 3 below.

TABLE 3: PROJECT PHASES

PHASES	% PAYABLE	TIME FRAMES	DELEVIRABLE
Phase 1: Inception report	10%	2 weeks	Final inception report Stakeholder Engagement / Public Participation Plan
Phase 2: Situational Analysis and stakeholder consultations	20%	1 month	Situational Analysis Report
Phase 3: Spatial proposals and land use proposals	20%	2 months 2 weeks	Draft precinct plan report

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PHASES	% PAYABLE	TIME FRAMES	DELEVIRABLE
Phase 4: Implementation Framework	25%	2 months	Implementation framework with detailed budgets and projects/programmes
Phase 5: Final Precinct Plan	20%	1 month	Final Comprehensive Draft Precinct Plan Report and workshop/s
Close-out and Retention	5%	After Council Approval	Proof of Council adoption
Total	100%	7 Months	

8.4 A 5% retention will be paid once final project documentation has been approved and adopted by the relevant stakeholders.

8.5 Monthly reports (per phase) will be forwarded by the service provider to the designated project manager. The service provider will be required to report via a written and electronic report.

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

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

9. UNDUE DELAY REMEDIES

9.1 Should it be found that the delay of the project in terms of the agreed time period is unreasonable then for every 5 (five) days or other stipulated time frame there shall

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be a penalty in terms of percentages which will be deducted from the payment as indicated below:

Milestone	% Payable	5 Days Overdue	10 Days Overdue	15 Days Overdue	30 Days Overdue	More than 30 days overdue
Phase 1:	5%	15%	25%	50%	75%	100%
Phase 2:	25%	20%	40%	60%	80%	100%
Phase 3:	25%	20%	40%	60%	80%	100%
Phase 4:	25%	15%	25%	50%	75%	100%
Phase 5:	15%	30%	60%	75%	85%	100%
Retention	5%					
Total	100%					

10. EXTRA WORK

Any costs for extra work by the service provider, incurred over and above this bid which, in the sole opinion of the Director: SPLUM are due to reasons attributable to the service provider during any phase of the project shall be borne by the service provider.

11. CONTENTS OF THE PROJECT PROPOSAL

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

- i. An executive summary.
- ii. A project plan.
- iii. The proposed methodology should indicate a detailed list of data to be gathered and how it will be processed. The methodology should also indicate the project milestones that will be used to measure the project progress.

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- iv. The approach should be cost saving yet achieve the highest value for money
- v. The names and CV's containing detailed information on relevant experiences of all the persons who will be **directly** contributing to the project, and their roles thereof.
- vi. Evidential and documentary proof of professional qualification, registration and affiliation. For instance, if a team member claims to be a Town Planner, a copy of the registration with the South African Council for Planners (SACPLAN) is required.
- vii. Any shortcomings in the study specifications, how this ought to be addressed and the cost implications thereof.
- viii. All-inclusive costing model.
- ix. The following technical information must be submitted with the Bid proposal:
 - o Years of experience of each resource;
 - o Relevant professional experience during the last five years;
 - o Organisational, managerial and technical ability;
 - o Key Personnel and Resources;
 - o Technical backup;
 - o Full CV's of all members of the Team
 - o Relevant Equipment and Software competence and capability;
 - o Client References; and
 - o Associations and Professional Affiliations.

12. INFORMATION GATHERING

- 12.1 The successful service provider is expected to make contact with all the relevant and required officials and units within and outside government to obtain relevant information that is required for the project. Existing information on SDFs/ Local

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Plans which are available within DALRRD generally will be made available to the successful service provider. ***However, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.***

- 12.2 In order to deliver on the following deliverables, the precinct plan should be in the form of text, maps, graphics and photographs. A tabular format shall be used for the purpose of summarizing the information collected.
- 12.3 It is recommended that more visual representation (maps, graphics and photographs) form the bulk part of the spatial analysis/current reality and the conceptual framework section of the precinct plan. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.
- 12.4 Submissions should be in the form of both hard and electronic versions of the precinct plan. All spatial information collected must also be available in Power point Presentation format as well as the corresponding Map Document (MXD) with all spatial information in shapefiles or a geodatabase ready to be accessed in ArcGIS. The shapefiles must have clear attribute information that differentiates each precinct plan construct and its purpose, for example a service node shapefile should have an attribute called "description" with the value "service node".
- 12.5 The municipality and DALRRD will comment and send it to the service provider for amendment purposes.

13. TERMS AND CONDITIONS OF THE BID

- 13.1 Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management's general contract conditions. The

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DALRRD and Service Provider will sign a Services Level Agreement upon appointment.

- 13.2 The service provider should commence with the project within five (5) days after receiving the letter of appointment and the service level agreement signed.
- 13.3 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.
- 13.4 Any deviation from the project plan should be put in writing and signed by the project manager.
- 13.5 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 13.6 Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 13.7 Financial penalties shall be imposed for agreed upon milestones, targets, and deadline not met without providing:
- Timely notification of such delays.
 - Valid reasons for the delays.
 - Supporting evidence that the delays were outside of the influence of the service provider.

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- 13.8 Payments will be made only for work performed to the satisfaction of the DALRRD. Financial penalties will be imposed if the output produced does not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.
- 13.9 Original invoices to substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project and for what purpose those hours were spent, and to what extent the objectives were achieved. No copies or e-mailed invoices will be processed.
- 13.10 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. The Department reserves the right not to appoint anyone.
- 13.11 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.
- 13.12 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.
- 13.13 The successful Service Provider agrees to keep confidential all records and information of or related to the project and not disclose such records or information to any third party without the prior written consent of DALRRD.

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- 13.14 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.
- 13.15 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.
- 13.16 All team members that will be directly involved in the project may, at the sole discretion of the Director: SPLUM, be expected to attend all progress report meetings as scheduled. Due to the urgency of the project, time is of essence to this process and all work shall be submitted **when due**. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

14. MANDATORY AND NON-MANDATORY REQUIREMENTS

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

- 14.1 Original and Valid Tax Clearance Certificate issued by the South African Revenue Services (SARS), where **consortium/joint ventures/sub-contractor** are involved each party to the association must submit a separate valid original Tax Clearance Certificate
- 14.2 A resolution authorizing a particular person to sign the bid documents.
- 14.3 Recognising and developing new precincts successfully is a complex task that requires skills in:

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- Intuitive and analytical problem recognition;
- Strategic and physical planning;
- Architectural and urban design;
- Environmental assessment and planning;
- Statutory control;
- Strategic and day-to-day management and financial processes; and
- Community liaison and participation.

14.4 Mandatory Requirements:

- Team leader must hold a ***tertiary qualification in planning*** which is recognised for registration in the category of Professional Planner by the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002; and
- Proof of Registration as a ***Professional Planner*** by the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002; and
- Key member or Team Leader must hold appropriate qualification, practice experience and professional membership as ***Urban Designer*** [minimum of 5 years demonstrable urban design experience]; and
- Proven experience in rural development planning, Geography, GIS and Project Management;
- Transport Engineer.

14.5 Non-Mandatory Requirements

- Strategic Planning including scenarios and future planning; and

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- Advanced understanding of three-dimensional form and space in cities and settlements, and the relationship of this form to land, context, society and history; and
- Thorough understanding of political environment and Intergovernmental Relations Framework;

15. REPORTING AND ACCOUNTABILITY

15.1 During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the project team managing the service provider.

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

15.3 The project will be signed off by the Director: SPLUM when:

- all the end products (refer to list) have been delivered, and
- The Director: SPLUM is satisfied that all requirements have been met.

16. EVALUATION CRITERIA

Proposals will be evaluated in three stages. In the first stage, bids will be evaluated on functionality, second stage on presentation. Only those who score 75 and above on functionality will be called upon to do a presentation at stage 2. The third stage

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will be evaluated in accordance with 80/20 preference points system as stipulated below.

The following Quality (functionality) criteria set out in the table below will be used in the evaluating of the tenders regarded as being responsive.

16.1 Evaluation of Functionality

The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality, criteria and values. The applicable values that will be utilized when scoring each criterion range from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

The minimum requirements as highlighted in the below table is an indication of the benchmark required to qualify for the second stage (presentation) of the evaluation.

The bids that fail to achieve a minimum of 75 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on second stage (presentation) and third stage (Preference Points System).

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1. Capability: Firm's experience, track record and competency	Team leader must be a registered Town Planner with project management experience and have a minimum of ten (10) years' experience and expertise in managing and coordinating a multi -disciplinary project in spatial planning environment: Attach CV's clearly indicating a detailed profile of the previous work experience, contactable references of similar work undertaken- List names,	20

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	addresses, telephone numbers, fax numbers and e-mail. 1. More than 12 years working experience in a spatial planning environment - Excellent (score 5) 2. More than 10 to 12 years working experience in a spatial planning environment - Very Good (score 4) 3. 10 years' working experience in a spatial planning environment - Good (score 3) 4. More than 8 but less than 10 years' working experience in a spatial planning environment - Average (score 2) 5. Less than 8 years' working experience in a spatial planning environment - Poor (score 1)	10
	Team leader must have successfully managed a minimum of 2 similar projects in the past 5 years. Attach short profile clearly demonstrating successful Completion of previous projects, contactable References: List names, addresses, telephone numbers, fax numbers and e-mail. 1. 4 or more similar projects in the past 5 years - Excellent (score 5) 2. 3 similar projects in the past 5 years - Very Good (score 4) 3. 2 similar projects in the past 5 years - Good (score 3) 4. 1 similar project in the past 5 years - Average (score 2) 5. 0 similar projects in the past 5 years - Poor (score 1)	10

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	Composition of technical team to be utilized in the execution of the project consist of the below professions: (Attach copies of qualifications and CV's clearly indicating a detailed profile of their previous work experience, Contactable References of similar work undertaken - List names, addresses, telephone numbers, fax numbers and E-mail numbers, fax numbers and e-mail).	40
	Minimum of 3 Town/Urban/City and Regional Planner and Urban Designer: Town planners (2) and Urban Designer (1) registered as professionals with SACPLAN each with 7 years post registration experience in Spatial Planning. 1. 5 Planners, (Town planners (4) and Urban Designer (1)) registered with SACPLAN each with 7 years post registration experience in Spatial Planning. - Excellent (score 5) 2. 4 Planners, (Town planners (3) and Urban Designer (1) registered with SACPLAN each with 7 years post registration experience in Spatial Planning. - Very Good (score 4) 3. 3 Planners, (Town planners (2) and Urban Designer (1) registered with SACPLAN and each with 7 years post registration experience in Spatial Planning. - Good (score 3)	10

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
	4. 2 Planners, (Town planner (1) and Urban Designer (1) registered with SACPLAN and each with 7 years post registration experience in Spatial Planning. - Average (score 2) 5. 1 Planner registered with SACPLAN and with 7 years post registration experience in Spatial Planning. - Poor (score 1)		
	Economist: B Degree with specialization in Economics or Development Economics/ Urban Economics / Agricultural Economics plus 5 years post qualification experience. 1.Bcom Degree and more than 10 years post qualification relevant experience - Excellent (score 5) 2.Bcom Degree and 8 – less than 10 years post qualification relevant experience - Very Good (score 4) 3.Bcom Degree and 5 – less than 8 years post qualification relevant experience – Good (score 3) 4.Bcom Degree and 3 – less than 5 years post qualification relevant experience – Average (score 2) 5.Bcom Degree and 1 - less than 3 years post qualification relevant experience - Poor (score 1)	5	
	Professional Geographic Information Specialist: Relevant qualification plus 5 years' post qualification experience in mapping and analysis 1. Relevant qualification plus registration with SAGC and more than 10 years' post qualification relevant experience mapping and analysis - Excellent (score 5)	5	

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
	2. Relevant qualification plus registration with SAGC and 8 – less than 10 years' post qualification relevant experience mapping and analysis - Very Good (score 4) 3. Relevant qualification plus registration with SAGC and 5 – less than 8 years' post qualification relevant experience mapping and analysis - Good (score 3) 4. Relevant qualification plus registration with SAGC and 3 – less than 5 years' post qualification relevant experience mapping and analysis – Average (score 2) 5. Relevant qualification plus registration with SAGC and 1 – less than 3 years' post qualification relevant experience mapping and analysis – Poor (score 1)		
	Environmental Specialist: B degree or BTech in Environmental Sciences/ Environmental management plus 5 years post qualification experience in Environmental Sciences/ Environmental management/ Environmental Planning. 1. Qualification and more than 10 years post qualification relevant experience - Excellent (score 5) 2. Qualification and 8 to less than 10 years post qualification relevant experience - Very Good (score 4) 3. Qualification and 5 - less than 8 years post qualification relevant experience – Good (score 3)	5	

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
	4. Qualification and 3 - less than 5 years' post qualification relevant experience – Average (score 2) 5. Qualification and 1 - less than 3 years' post qualification relevant experience - Poor (score 1)		
	Graphic designer: Diploma in Graphic design or Visual Communication and 5 years post qualification experience in design layout and animation. 1. Qualification and more than 10 years post qualification relevant experience - Excellent (score 5) 2. Qualification and 8 - less than 10 years' post qualification relevant experience - Very Good (score 4) 3. Qualification and 5 - less than 8 years' post qualification relevant experience – Good (score 3) 4. Qualification and 3 - less than 5 years' post qualification relevant experience – Average (score 2) 5. Qualification and 1 - less than 3 years post qualification relevant experience - Poor (score 1)	5	
	Town Planning Company with experience in developing a minimum of 3 precinct plans (Provide client reference for all project completed within the last five years). 1. Five (5) or more Precinct Plans completed in the last 5 years - Excellent (score 5) 2. Four (4) Precinct Plans completed in the last 5 years - Very Good (score 4)	10	

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
	3. Three (3) Precinct Plans completed in the last 5 years – Good (score 3) 4. Two (2) Precinct Plans completed in the last 5 years – Average (score 2) 5. Below two Precinct Plans completed in the last 5 years – Poor (score 1)		
2. Methodology	Clear approach and methodology of how the project deliverables will be executed: 1. The service provider approach and methodology are exceptional, demonstrates an exceptional understanding on how to execute the project, and includes some innovative ideas. - Excellent (score 5) 2. The service provider approach and methodology are highly defined and well demonstrated on how to execute the project. - Very Good (score 4) 3. The service provider approach and methodology are clearly defined and demonstrate good understanding on how to execute the project. - Good (score 3) 4. The service provider approach and methodology are fair and demonstrate little understanding on how to execute the project. - Average (score 2) 5. The service provider approach and methodology are not clearly defined. - Poor (score 1)	30	40
	A project plan demonstrating a coordinated approach of how various project deliverables will be managed		

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	against timeframes. 1. The service provider proposes 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 impact on the outcome. - Average (score 2) 5. The proposed project plan does not meet the requirements. - Poor (score 1)	10

16.2. Second Stage - Presentation

The bids that fail to achieve a minimum of 75 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated in accordance to the second stage (presentation) and third stage (Preference Points System).

Only bids that achieve the minimum qualifying score of 75 points out of 100 points for functionality will be evaluated in the second stage (presentation). Presentation criteria will be forwarded to bidders who successfully qualify in the first stage.

16.3 Third Stage - Evaluation in terms of 80/20 Preference Points System

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Only bids that achieve the minimum qualifying score of 75 points out of 100 points for the presentation will be evaluated further in accordance with the 80/20 preference points system.

16.4 Calculation of points for price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

16.5 Calculating of points for B-BBEE status level of contribution

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2

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Non-compliant contributor	0
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- 16.6 Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by accredited Verification Agencies by SANAS or Sworn Affidavit signed by the deponent and attested by a commissioner of Oath), together with their bids, to substantiate their B-BBEE claims.

NB: Bidders who do not submit B-BBEE Status Level Verification Certificate or are non-compliant contributors to be B-BBEE do not qualify for preference points for B-BBEE.

- 16.7 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract. It is expected that the consultant will regularly affect all recommended amendments before the plan or document is resubmitted to relevant stakeholders.

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.

17. PROJECT MANAGEMENT WITHIN DALRRD

- 17.1 This project will be facilitated by a team consisting of officials from the Department of Agriculture, Land Reform and Rural Development (DALRRD) and the Midvaal Local Municipality (MLM) and any other person(s) appointed by DALRRD.

18. OUTCLAUSE

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- 18.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.
- 18.2. The Department of Agriculture, Land Reform and Rural Development (DALRRD) reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

19. PUBLICATION

- 19.1 14 days advertisement.
- 19.2 Government Tender Bulleting (if operational)
- 19.3 E-portal

20. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

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

PRIVATE BAG X833

PRETORIA

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Technical Related Enquiries

Attention: Mr. Samuel Osei/ Ms. Nkhensani Khosa
Telephone: 012 337 3712/13
Email: Samuel.Osei@dalrrd.gov.za / Nkhensani.Khosa@dalrrd.gov.za

Bid Related Enquiries

Mr. Absalom Marema / Ms. Jane Mpepele
Telephone: (012) 337 3634/3700
Email: Absalom.marema@dalrrd.gov.za / jane.mpepele@dalrrd.gov.za

21. APPROVAL

Bantu-Bonke Precinct Plan terms of reference are approved as follows:

APPROVED/ ~~NOT APPROVED~~

.....

MS. NKHENSANI KHOSA
DIRECTOR: SPLUM (GAUTENG)
DATE: 20/09/2021

ENDORSED/ ~~NOT ENDORSED~~/ WITH AMMENDMENTSOR COMMENTS

.....

MS. KHABONINA THAOGE
DEPUTY DIRECTOR: SUPPLY CHAIN AND FACILITIES MANAGEMENT
DATE:20/09/2021

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO
- 2.7.1 If so, furnish the following particulars:
- Name of person / director / trustee / shareholder/ member:
- Name of state institution at which you or the person connected to the bidder is employed :
- Position occupied in the state institution:
- Any other particulars:
-
-
-
- 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO
- 2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO
- (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.
- 2.7.2.2 If no, furnish reasons for non-submission of such proof:
-
-
-
- 2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO
- 2.8.1 If so, furnish particulars:
-
-
-
- 2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO
- 2.9.1 If so, furnish particulars.
-

.....

2.10 Are you, or any person connected with the bidder, YES/NO
 aware of any relationship (family, friend, other) between
 any other bidder and any person employed by the state
 who may be involved with the evaluation and or adjudication
 of this bid?

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

Js475wc

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the80/20..... preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in

terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14

4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	☐	☐
Black people who are youth	☐	☐
Black people who are women	☐	☐
Black people with disabilities	☐	☐
Black people living in rural or underdeveloped areas or townships	☐	☐
Cooperative owned by black people	☐	☐
Black people who are military veterans	☐	☐
OR		
Any EME	☐	☐
Any QSE	☐	☐

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary
proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a
fraudulent basis or any of the conditions of contract have not been fulfilled, the
purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:
ADDRESS
.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
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General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 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:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)



DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

SUPPLIER MAINTENANCE:

BAS ☐ PMIS ☐ LOGIS ☐ WCS ☐ CONTRACTOR
CONSULTANT ☐

OFFICE:

Head Office Only	
Captured By:	_____
Date Captured:	_____
Authorised By:	_____
Date Authorised:	_____
Supplier code:	_____
Enquiries. :	_____
Tel. No.:	_____

The Director General : DEPT OF RURAL DEVELOPMENT AND LAND REFORM

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

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

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

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

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

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

Company / Personal Details	
Registered Name	_____
Trading Name	_____
Tax Number	_____
VAT Number	_____
Title:	_____
Initials:	_____
First Name:	_____
Surname:	_____

Postal and Street Address Detail of the Company / Individual	
Postal Address	_____
Street Address	_____
Postal Code	____

New Detail	
☐ New Supplier information	☐ Update Supplier information
Supplier Type:	☐ Individual ☐ Department ☐ Partnership
	☐ Company ☐ Trust
	☐ CC ☐ Other (Specify) _____
Department Number	____

Supplier Account Details

23

This field is compulsory and should be completed by a bank official from the relevant bank

Account Name

Account Number

Branch Name

Branch Number

Account Type

☐
☐
☐
☐
☐

Cheque Account

Savings Account

Transmission Account

Bond Account

Other (Please Specify)

ID Number

Passport Number

Company Registration Number

*CC Registration

***Please include CC/CK where applicable**

Practise Number

Bank stamp

It is hereby confirmed that this details have been verified against the following screens

ABSA-CIF screen

FNB- Hogans system on the CIS4/CUPR

STD Bank-Look-up-screen

Nedbank- Banking Platform under the Client Details Tab

Contact Details

Business

Area Code

Telephone Number

Extension

Home

Area Code

Telephone Number

Extension

Fax

Area Code

Fax Number

Cell

Cell Code

Cell Number

Email Address

Contact Person:

Supplier Signature	Departmental Official
Print Name	Print Name
	Rank

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

**Adress of Rural Development and Land Reform
Office where form is submitted from**

NB: All relevant fields must be completed