



agriculture, land reform  
& rural development

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

KWAZULU-NATAL PROVINCIAL SHARED SERVICE CENTRE PRIVATE BAG X 9132, PIETERMARITZBURG, 3200  
270 Jabu Ndlovu Street, PIETERMARITZBURG, 3201 Tel: (033) 264 9500

ENQUIRIES: Ms. T Mkhabela / Ms T Dlungwana

BID NO: SS-KZN 5/2/1 (6946) 3SP

The Managing Director

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

Dear Sir / Madam

**INVITATION TO SUBMIT A QUOTATION FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A SINGLE LAND USE SCHEME (LUS) FOR UPHONGOLO LOCAL MUNICIPALITY (KZN 262), ZULULAND DISTRICT MUNICIPALITY (DC 26), IN THE PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF SEVENTEEN (17) MONTHS**

1. Bid No.: **SS-KZN 5/2/1 (6946) 3SP**
2. Closing Date: **03 September 2024 at 11h00 Telkom time.** Bids submitted after this date will not be accepted. Please note that vat vendors must include VAT at 15%.
3. **Compulsory Briefing session: 19 August 2024 at 11:00am Department of Agriculture Land Reform and Rural Development Offices, 270 Jabu Ndlovu Street, Pietermaritzburg 3201**
4. The conditions contained in Supply Chain Management (General Conditions and Procedures) and the attached SBD 1, SBD 3.3 (Pricing schedule), SBD 4, SBD 6.1, terms of reference / specifications, entity forms, as well as any other conditions accompanying this request are applicable. Documents are to be completed, signed and witnessed (this is of utmost importance) and submitted with your proposal. Proof of delegation of authority to sign the Bid documents must be included in your proposal.
5. If you are a shareholder or joint venture, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your bid price may be gauged. This information will be treated as strictly confidential. It is of utmost importance that the bidder should attach to the proposal, certified copies of shareholders certificates and identity documents.
6. **(Include the relevant Central Supplier Database summary report and the Tax compliance status pin or (valid tax clearance certificate)**
7. Please contact **Mr Stephanus Viljoen** on **071 605 3674** for any technical queries related to the project.
8. All the documents accompanying this bid invitation must please be completed in detail where applicable and returned with your bid. Faxed / Email copies will not be accepted. The use of correction fluid on the bid document is prohibited.
9. The appointed service provider will be required to sign a contract at the KwaZulu-Natal Provincial Shared Service Centre at 270 Jabu Ndlovu Street, Pietermaritzburg before the commencement of the project. Provision must be made for this compulsory meeting.
10. Please ensure that your bid reaches this office before closing time.
11. When submitting your bid the following information must appear on the sealed envelope:  
Name and address of the bidder  
Bid number  
Closing date
12. All bids/quotations are to be numbered and initialled and sent for the attention of the Procurement Section and placed in the bid box on the first floor at 270 Jabu Ndlovu (Loop) Street, Pietermaritzburg OR if posted, place the aforementioned envelope in a covering envelope addressed as follows:  
Bids, Department of Agriculture, Land Reform and Rural Development, Private Bag X9132, Pietermaritzburg, 3200
13. The Department of Agriculture, Land Reform and Rural Development is not bound to accept the lowest or any quotation and reserves the right to accept any quotation or part thereof.

Kind regards

DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT, PSSC KZN  
FOR DIRECTOR -GENERAL: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL  
DEVELOPMENT

DATE: 13/08/2024

## PART A

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SS-KZN 5/2/1 (6946) 3SP	CLOSING DATE:	03 September 2024	CLOSING TIME:	11:00 Telkom time
DESCRIPTION	INVITATION TO SUBMIT A QUOTATION FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A SINGLE LAND USE SCHEME (LUS) FOR UPHONGOLO LOCAL MUNICIPALITY (KZN 262), ZULULAND DISTRICT MUNICIPALITY (DC 26), IN THE PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF SEVENTEEN (17) MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
270 Jabu Ndlovu (Loop) Street at 1 <sup>st</sup> Floor					
Pietermaritzburg					
3201					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms T. Mkhabela		CONTACT PERSON	Mr Stephanus Viljoen	
TELEPHONE NUMBER	033 264 9563		TELEPHONE NUMBER	071 605 3674	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	thobile.mkhabela@dalrrd.gov.za		E-MAIL ADDRESS	stephanus.viljoen@dalrrd.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: ..... BID NO.: **SS-KZN 5/2/1 (6946) 3SP**

CLOSING TIME: **11:00 on 03 September 2024**

OFFER TO BE VALID FOR **30** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY				
		INCLUSIVE	OF	VAT	AT	15%

**INVITATION TO SUBMIT A QUOTATION FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A SINGLE LAND USE SCHEME (LUS) FOR UPHONGOLO LOCAL MUNICIPALITY (KZN 262), ZULULAND DISTRICT MUNICIPALITY (DC 26), IN THE PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF SEVENTEEN (17) MONTHS**

- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT at 15% for the project. R.....

**3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)**

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	.....

**5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT**

.....	R.....	..... days

- Period required for commencement with project after Acceptance of bid ..... days

Name of Bidder: .....

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7. Estimated man-days for completion of project .....

9. Adherence to Time Frame as per terms of reference (yes/no) .....

10 Availability to attend meetings as indicated in the terms of reference  
(The costs thereof to be included in total bid price) .....

Any enquiries regarding bidding procedures may be directed to the –

**Department of Agriculture, Land Reform and Rural Development  
PSSC**

**Ms Thokozile Dlungwana  
Tel: 033 264 9536**

**Or for technical information**

**Mr Stephan Viljoen  
Tel: 071 605 3674**



**agriculture, land reform  
& rural development**

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

Directorate: Spatial Planning and Land Use Management, KwaZulu-Natal, Branch SPLUM,  
83 Peter Kerchhoff (Chapel) Street, Pietermaritzburg, Private Bag X9000, Pietermaritzburg, 3200.  
Tel (033) 264 1400, Fax (033) 264 1413.

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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO  
DEVELOP A SINGLE LAND USE SCHEME (LUS) FOR UPHONGOLO LOCAL  
MUNICIPALITY (KZN 262), ZULULAND DISTRICT MUNICIPALITY (DC 26), THE  
PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF SEVENTEEN (17) MONTHS**

**1. INTRODUCTION**

- 1.1. The Department of Agriculture Land Reform and Rural Development (DALRRD / the Department) seeks to enlist the services of an experienced and suitably qualified, competent, professional service provider to undertake the development of a Single Land Use Scheme (LUS) of the whole municipal area for uPhongolo Local Municipality, Zululand District Municipality, the province of KwaZulu-Natal.

**2. LEGISLATIVE CONTEXT**

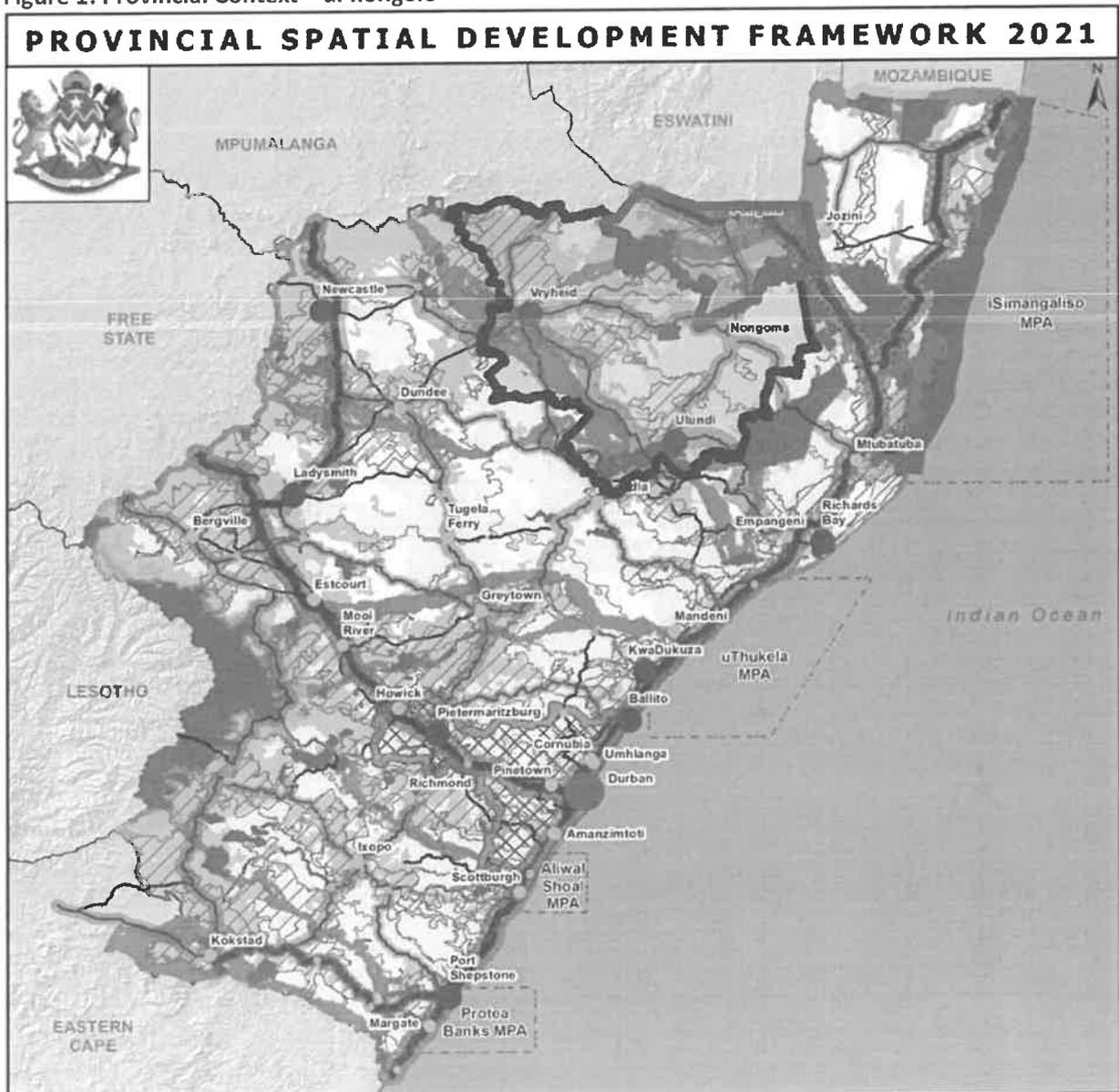
- 2.1. The Department of Agriculture Land Reform and rural Development is the custodian of the Spatial Planning and Land Use Management Act No. 16 of 2013 (SPLUMA). The Act provides for cooperative government and intergovernmental relations amongst the national, provincial and local spheres of government; and aim to redress the imbalances of the past and to ensure that there is equity in the application of spatial development planning and land use management systems.
- 2.2. The SPLUMA notes in Section 24 (1) that "a Municipality must, after public consultation, adopt and approve a single land use scheme for its entire area within five years from the commencement of this Act". As such, each municipality must have adopted a single LUS by 1 July 2020.
- 2.3. SPLUMA further states in Section 27.(1) that "*A municipality may review its land use scheme in order to achieve consistency with the municipal spatial development framework and must do so at least every five years.*"
- 2.4. The uPhongolo municipality already met the SPLUMA requirement of adopting a single land use scheme for its area of jurisdiction but acknowledged that they identified some gaps based on using the Land Use Scheme.
- 2.5. Furthermore, the municipality compiled a new SDF for the new 5-year IDP cycle, which necessitates a review of the LUS to ensure alignment.

- 2.6. A LUS is a tool used by municipalities to guide and manage development according to the vision, strategies and policies of the Integrated Development Plan (IDP) and Spatial Development Framework (SDF), and in the interests of the general public to promote sustainable development and quality of life.
- 2.7. Two areas of importance which need to be addressed during the LUS preparation are:
- 2.7.1. There are areas that are subject to the Subdivision of Agricultural Land Act 70 of 1970 and the new Agricultural Act, which needs to be managed with the necessary wisdom and will also have management controls which will need the necessary approval from the National Department of Agriculture Land Reform and Rural Development. The management controls must provide appropriate management guidance for the Municipality's area of jurisdiction and be aligned to the updated areas identified by the DALRRD as Protected Agricultural Land.
  - 2.7.2. Public participation and consultation is a critical task taking place in different phases of the project (at least in the Inception/Interim phase, Pre-Draft Phase, Final Draft Phase and Post adoption phase) and involves the introduction and purpose of a LUS and way forward, the development of a single LUS with public participation, the adoption of the single LUS and implementation of a single LUS, and the necessary logistics (advertising, loud hailing, bussing of people to meetings, catering, securing venues, speaker systems, the necessary copies of maps and documents for participation), and it will involve;
    - 2.7.2.1. Participation with 7 wards (13 Councillors).
    - 2.7.2.2. Residents of areas, both in the urban and rural components.
    - 2.7.2.3. Key Stakeholders (parastatals and Departments).
    - 2.7.2.4. 10 x Traditional Councils
- 2.8. In addition to the requirements of legal compliance and sustainability, basic to the drafting of the LUS, is the need to provide for the incorporation of national and provincial sector-specific policies and guidelines. Central to this process is the drive toward redressing imbalances which is still prevalent.
- 2.9. In this regard, proposals are requested from suitably qualified and experienced service providers in order to develop these documents, with the participation of stakeholders, with and for this Municipality.

### **3. LOCATIONAL CONTEXT - PROJECT AREA**

- 3.1. The uPhongolo Local Municipality (bordered in red on the below image) is a category B municipality as described in section 155 (1) (b) of the constitution of the Republic of South Africa 1996 and is one of five local municipalities located within Zululand District Municipality (DC26) (Highlighted in dark blue) in KwaZulu-Natal Province, South Africa.

Figure 1: Provincial Context – uPhongolo



Source: DALRRD

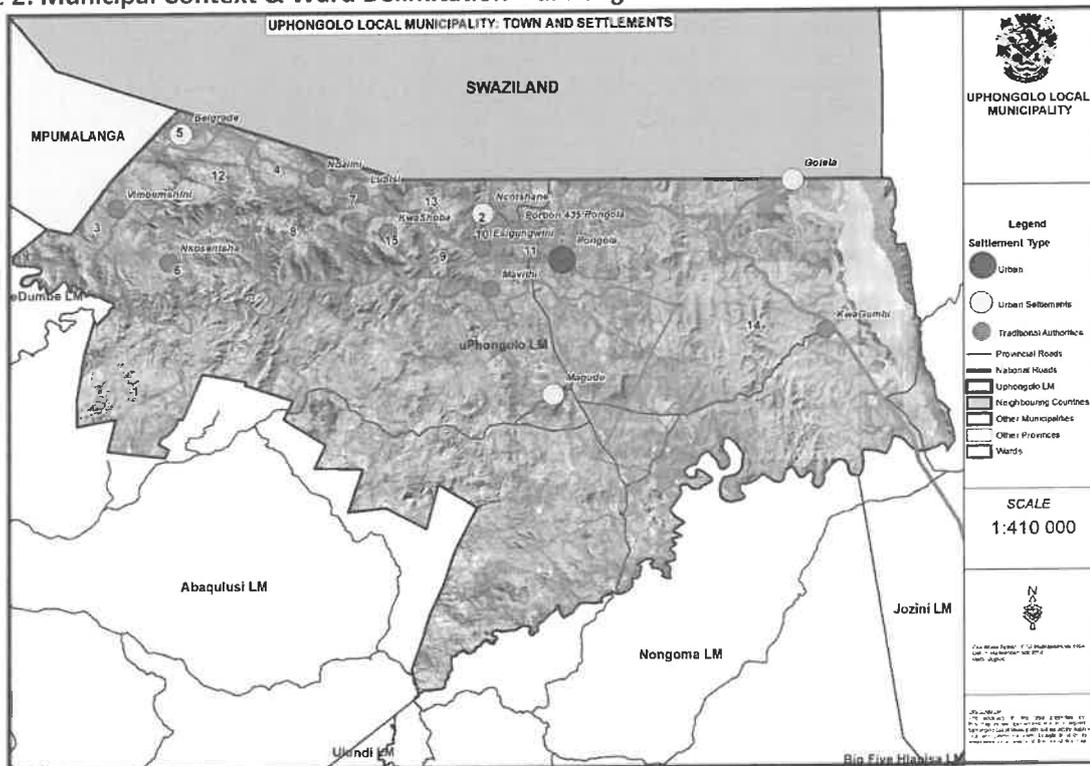
- 3.2. uPhongolo is strategically located along the N2, adjacent to the Swaziland Border and the Mpumalanga Province. It forms part of LEBOMBO Spatial Development Initiative Corridor as a gateway to Swaziland and Mozambique using its Golela and Onverwacht border gates respectively.
- 3.3. The major challenge is to capitalise on the opportunities the N2 Corridor presents and optimise benefits for the local people.
- 3.4. The uPhongolo municipal with the town of Pongola as its seat is approximately 3 239 km<sup>2</sup> in extent and consists of 15 wards with a total of 29 councillors, and a further 10 Traditional Councils.

3.5. Together with the fragmented and sometimes dramatic topography of the area, the municipality contains, in overall terms, very low settlement densities. The municipality consists largely of traditional areas (Ingonyama Trust Board Land), with tribal land patterns and high-density rural settlements. An estimated 82% of the population lives in rural areas.

3.6. In addition to its main hub, the municipality has various smaller urban nodes. The table and image below outline and illustrate these urban and rural areas.

Towns	Urban Settlements	Traditional Councils
<ul style="list-style-type: none"> <li>Pongola</li> </ul>	<ul style="list-style-type: none"> <li>Belgrade</li> <li>Golela</li> <li>Magudu</li> <li>Ncotshane</li> </ul>	<ul style="list-style-type: none"> <li>KwaGumbi</li> <li>KwaLubisi</li> <li>Mavithi</li> <li>Esingungwini</li> <li>Mahlalela</li> <li>Ndalini</li> <li>Vimbemshini</li> <li>Nkosentsha</li> <li>KwaShoba</li> <li>Portion 435 Pongola</li> </ul>

Figure 2: Municipal Context & Ward Delimitation – uPhongolo



Source: uPhongolo LM Spatial Development Framework 2024

- 3.7. The land ownership within uPhongolo can be clustered into:
  - 3.7.1. Privately owned land;
  - 3.7.2. Municipal land;
  - 3.7.3. State-owned land;
  - 3.7.4. Ingonyama Trust Land;
  - 3.7.5. Land owned by Community Property Associations and Community Trusts.
- 3.8. The municipality has a relatively diverse economy, with a particularly strong primary and secondary sector, in the form of Agriculture (with large areas of sugarcane and citrus cultivated in the region), retail, and game farming, which together contribute over 30% of the Municipality's GVA. General Government has a comparatively small economic role in the municipality as compared to the rest of the region, although it remains the biggest sectorial contributor (18%). The informal sector is expanding, primarily based on the taxi industry, informal financial services and taverns.
- 3.9. The municipality provides regional access to a wide range of tourist activities outside its own boundaries. Main rivers in the municipality are the Mkuze River in the south and the Pongola River in the north, the latter feeding the Pongolapoort Dam located on the eastern boundary of the municipality.
- 3.10. uPhongolo boasts of vast tracts of untapped natural resources coupled with original natural creations of magnificent landscape and green scenery, which manifests itself as a paradise and a jewel that creates more opportunities with a huge potential to elevate tourism in its area to a higher level.
- 3.11. With endless water resources uPhongolo Municipality is the only place in South Africa where you can do tiger fishing in a competitive environment when they host the tiger-fishing tournament.
- 3.12. Key offerings within the area of uPhongolo includes the following key attributes:
  - 3.12.1. Gold mining at Klipvaal
  - 3.12.2. Sugar cane farming
  - 3.12.3. Untapped Rural Tribal Land
  - 3.12.4. Two significant dams – Pongolapoort dam and Bivane Dam
  - 3.12.5. Sugarcane processing factory (TSB) which is due for expansion to include biofuel from the cane residue
  - 3.12.6. Ithala Game reserve and many other tourist attractions like game farms including the big five experience
  - 3.12.7. Gateway to Swaziland and Maputo through the Golela border post
  - 3.12.8. Proximity to King Shaka Airport, the Dube Trade Port and Richards Bay Industrial Development Zone (RBIDZ)
  - 3.12.9. Unrestricted height freight route for abnormal trucking from Durban to Johannesburg on the N2 passes through uPhongolo; and Rich Zulu Kingdom heritage

3.12.10. Land Uses in the Municipality includes the following:

- 154 x Rural shops
- 124 x schools
- 27 x Hotels, Resorts or Conference Facilities
- 15 x Clinics
- 12 x Recreational Facilities
- 6 x Community halls
- 4 x Post Offices
- 2 x Police Stations
- 2 x Courts of Law

3.13. The focus of the municipality is on the investment in social and economic infrastructure and services, which will enable all the people of uPhongolo to make a contribution to the future sustainable development of the area.

3.14. Average income levels are low, with 66% of households receiving no income or less than R2400 per month. The traditional and rural areas are the most poverty stricken. Unemployment levels are relatively high; only 13.43% of the population are formally employed. Close to half of the population are children, placing pressure on the need for educational and social facilities. Many of these children are orphaned as a result of HIV/AIDS.

3.15. The municipality has an existing Land Use Scheme which needs to be updated to ensure alignment with the latest Legislation and ensure alignment with its Spatial Development Framework.

#### **4. THE OBJECTIVES OF THE PROJECT**

4.1. Central to this project is the imperative to provide clear developmental and regulatory land and building management based on a new generation of single LUSs that will encompass the following SPLUMA objectives:

- 4.1.1. Include appropriate categories of land use zoning and regulations for the entire municipal area, including areas not previously subject to a LUS;
- 4.1.2. Take cognisance of any environmental management instrument adopted by the relevant environmental management authority, and must comply with environmental legislation;
- 4.1.3. Include provisions that permit the incremental introduction of land use management and regulation in areas under Community Property Associations / Community Trusts, rural areas, informal settlements, slums and areas not previously subject to a LUS;
- 4.1.4. Include provisions to promote the inclusion of affordable housing in residential land development;
- 4.1.5. Include land use and development incentives to promote the effective implementation of the spatial development framework and other development policies;
- 4.1.6. Include land use and development provisions specifically to promote the effective implementation of national and provincial policies; and
- 4.1.7. Give effect to municipal spatial development frameworks and integrated development plans.

- 4.1.8. A LUS may include provisions relating to:
  - 4.1.8.1. The use and development of land only with the written consent of the municipality;
  - 4.1.8.2. Specific requirements regarding any special zones identified to address the development priorities of the municipality; and
  - 4.1.8.3. The variation of conditions of a LUS other than a variation which may materially alter or affect conditions relating to the use, size and scale of buildings and the intensity or density of land use.
- 4.2. The Single LUS must give effect to the development principles contained within SPLUMA, including:
  - 4.2.1. Spatial Justice;
  - 4.2.2. Spatial Sustainability;
  - 4.2.3. Efficiency;
  - 4.2.4. Spatial Resilience; and
  - 4.2.5. Good Administration
- 4.3. The products must comply with the prevailing legislation and the legal processes, be it the SPLUMA and/or Municipal bylaws or any other legislation that comes into effect.
- 4.4. The process must be guided by the following studies developed by the DALRRD:
  - 4.4.1. National LUS Guidelines
  - 4.4.2. National Model Land Use Scheme
  - 4.4.3. National Informal Land Use Register
  - 4.4.4. KZN Rural Settlements and Urban Edges Project
- 4.5. The process must be guided by the following studies developed by the KwaZulu-Natal:
  - 4.5.1. KZN Norms & Standards
  - 4.5.2. KZN Telecommunication
  - 4.5.3. Agricultural Categories
  - 4.5.4. Ezemvelo KZN District Bio-diversity Studies
  - 4.5.5. KZN Spatial Equity Tool

## **5. LAND USE SCHEME PROCESS (CRITICAL MILESTONES)**

The development of the LUS should ideally follow the phases and steps outlined below. The process is fairly detailed and shows quite clearly what is expected from the service providers. The information below is the minimum requirements. Bidders may improve and add to this proposal.

### **PHASE 1: DETAILED INCEPTION REPORT AND COMMUNICATION PLAN (2 weeks)**

#### ***Step 1: Inception Report and Communication Plan***

- On appointment, the service providers will prepare a detailed project work plan and Gantt chart, in the form of an Inception Report, detailing the specific actions and date-specific time frames of the project. The report will include the proposed actions and steps to be undertaken during the whole of the project and by whom.

- The role of the Service Provider in regard to the Subdivision of Agricultural Land Act 70 of 1970 is to be clearly specified.
- The implications of the new Agricultural Act (Soon to be enacted) needs to be considered and addressed in the LUS.
- A Communication Plan will be developed detailing the stakeholders (i.e. people, organisations, interested and affected parties, including Ward committees) to be engaged while preparing the LUS, both during the drafting phases, and once the draft LUS has been developed, to ensure buy-in from all stakeholders. The communication plan also needs to indicate reporting lines, contact details, and PSC dates to monitor progress.

***Step 2: Presentation to Project Steering Committee***

- Presentation of Inception Report and consultative process to be followed, resulting in consensus being reached and the Department giving written acceptance of the Inception Report.

***Step 3: Presentation to Municipal council***

- A presentation of the project should be conducted to the Full Municipal council to obtain a council resolution to prepare a LUS.

**Deliverable: Inception Report detailing the process to be followed with a Gantt Chart, inclusive of a Communication Plan with internal and external stakeholders.**

**PHASE 2 - DATA COLLECTION AND STATUS QUO ASSESSMENT (3 Months)**

***Step 1 - Collect Data & Documents***

- The service provider will be required to undertake a wealth of research and analysis to understand the existing status of the study area.
- The responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.
- The following data (amongst other data) will need to be sourced and used in a logical systematic planning manner to inform the development of the LUS:
  - Topography and slope analysis;
  - Ezemvelo KZN wildlife data on Biodiversity, climate corridors, Provincial list of threatened ecosystems and species, amongst others;
  - Environmental Studies e.g. Environmental Management Framework, SEA factors and strategic interventions (sound environmental analysis);
  - National Biodiversity Framework;
  - Bioregional Plans and Provincial Biodiversity Management Plans, stewardship sites - it will be necessary to meet with KwaZulu-Natal Ezemvelo Wildlife to understand the data bases and obtain necessary information;
  - Catchment areas;
  - Registered Protected Areas, Provincial Protected Areas, Nature Reserves, World Heritage Sites, Protected Forest Areas, Mountain Catchment Areas;
  - Mapping of Important view landscape areas, Water Plans, dams and rivers.
  - Cultural heritage and sites of cultural or ecological significance (AMAFAs);
  - Protection of Agricultural resources and other (Agriculture data 2015).

- Sourcing and application (mapping) of Aerial photography and other important mapping;
  - Sourcing and application (mapping) of key elements of the IDP, SDF, SEA and Linking Elements;
  - Demographic projections and trends;
  - Urban edge, settlement edges or urban growth boundary delineation;
  - ESKOM data of GPS points of all Imizi located within the rural areas;
  - Cadastral and Land tenure;
  - Urban areas and settlement spatial data sets (DRDLR 2009 and 2015);
  - Identification and mapping of Areas affected by the Subdivision of Agricultural Land Act 70 of 1970, and the new Agricultural Act;
  - Mapping of Areas affected by Land Reform and restitution (DRDLR);
  - Current land uses, building uses and existing LUSs;
  - Typology of utility services (water, sewer, refuse, power, roads etc.) current capacity based on current threshold, capacity for growth, future threshold capacity for expansion;
  - Levels of services, demand, current capacity based on current threshold, capacity for growth, future threshold capacity for expansion;
  - Risk elements including inter-alia: 1:50 year and 1:100-year flood lines;
  - Various local knowledge practices and land use designations (e.g. lightning prone areas and cattle dipping stations etc.);
  - Proposed housing projects (funded by the Provincial Department of Human Settlement), Community Service Centres (CSCs) and the requirement of social facilities in relation to the available bulk infrastructure, including roads; and
  - Any other locally specific information as may be called for.
  - Aspects to address, amongst other matters, include:
    - Setting out the legal requirements, rights and obligations;
    - Linking elements from the SDF;
    - Application of National and Provincial and municipal policy;
    - Defining Performance criteria,
    - Key questions to be addressed include; "What should be managed by the LUS? And "What should not be managed by the LUS?"
  - This policy document should start to address the range of land uses and their impacts on a continuum from high impact to low impact. What impacts need to be managed?
  - Broad zones should be recommended and their Statements of intent should be developed.
  - A range of land uses and land use types are to be specified, which have to be managed.
  - A spatial concept and initial spatial (mapping) representation of the matter above to be provided.
- The project will require that not only freely available data be used, but the most recently updated specialised datasets be acquired from the specialised data custodians especially data linked to economic, social and environmental activities.

- Information as outlined above needs to be obtained from the following entities:
  - Local Municipality
  - Provincial Departments (There is a critical need for alignment between sector departments, parastatals and the municipal development agenda in ensuring integrated and sustainable development)
  - District Municipalities

**Step 2 – Existing LUS (if applicable)**

- The service provide will be required to analysis the existing LUS for uPhongolo Local Municipality and provide a report on the existing challenges of the existing LUS.

**Step 3 - Land Use Survey and a land ownership audit**

- The service provider must conduct a land use survey of the study area to establish existing activities and establish trends to inform the development of the land use framework.
- The Land Audit is mainly aimed at the Urban Areas, as the remainder of the municipality consists of large farm portions.
- The purpose of the land audit is to establish how much of land is owned by whom and to establish a database of all registered land portions in the municipal jurisdiction.

**Step 4 - Interim Land Use Management Framework**

- The interim land use management framework should consider but not limited to the following:
  - Possible distinction between conservation, agriculture, peri-urban and urban areas,
  - Boundary definition for LUS and Policy Areas,
  - Identification of areas where land use intensification is envisaged,
  - Broad Land Use categories envisaged within the municipality.

**Step 5: Presentation to PSC**

- Presentation of a combined set of for approval by PSC.

**Deliverable:** A report displaying results from analysis; Data collected with accompanying Metadata; Results from consultation with stakeholders.

**Phase 3: Land Use Management Framework (2 Months)**

**Step 1 – Principles and concepts**

- Should be refined and lead to a clear suite of framework plans. Translate SDF into more detailed land use areas to provide a clear link from the SDF to the LUS.

**Step 2 – Informants and constraints**

- Informants such as bio-physical, socio economic and infrastructure to be logically and systematically linked to one another culminating in maps with clearly synthesized information. The text and maps, diagrams are to be clear, logically and systematically linked to one another culminating in clearly synthesized conclusion and resolutions.

**Step 3 – Draft Land Use Management Framework**

- A draft Land use Management framework should be prepared to deal with but not limited to the following:
  - the benefits/failings of the existing LUS.
  - Pressures/opportunities does the area face.
  - Type/character envisioned for the area.
  - Setting out the legal requirements, rights and obligations and linking elements from the SDF.
  - What needs to be managed under the LUS?
  - The benefits of a LUS for this area and for the groups of people.

**Step 4: Presentation to PSC**

- Presentation of a combined set of for approval by PSC.

**Deliverable: A Land Use Management Framework with proof of consultation**

**Phase 4: Draft LUS Document and Maps (3 Months)**

**Step 1: Draft LUS Clauses**

- Draft an appropriate set of General Definitions and Land Use Definitions. The General definitions will apply to the LUS These definitions and clauses shall be affirmed by legal experts with experience in planning law, LUSs, appeals and local/indigenous knowledge land use practices;
- The collaborative development of land uses and associated user-friendly set of tables and within the LUS, which set out the uses which should be freely permitted, permitted by consent or prohibited, together with the additional development parameters/LUS controls relevant for each zone; and
- Prepare appropriate Management Overlays where necessary;
- Develop relevant planning and environmental policies, procedures and additional controls (e.g. restricted land access places, gender-based land practice encouraging safety for vulnerable children and people, parking policies, guidelines relating to urban agriculture, preservation of grazing lands, and decide which should be included in the LUS and/ or which should be located in the companion document.
- The Service Provider, on behalf of the municipality shall apply for approval and endorsement from the National Department of Agriculture in terms of Subdivision of Agricultural Land Act (Act 70 of 1970) and the new Agricultural Act for :
  - Approval to release of certain agricultural properties from the Act.
  - Approval for the LUS controls (clauses and maps) for properties which would remain subject to Act 70 of 1970 and the new Agricultural Act but be protected, managed and controlled via a LUS in order to ensure valuable agricultural land is protected.
  - Approval to advertise/issue a notice in regard to developing a LUS.

**Step 2: Draft LUS Maps**

- Concurrently while designing the LUS clauses the LUS maps should be designed.
- The maps must contain the following:
  - North indicator.
  - Up to date Cadastral.
  - A clear legend.
  - Use standard zone colours.
  - Clear labelling.
  - Date map was designed.
  - All data uses must reflect a source and a date for the information. The vintage of the data is important.
  - Any data and matter that needs to be recorded
  - The scale of maps is critical and will be based on visual suitability

**Step 3: Companion Document**

- The purpose of the companion document is to provide a history, a background to the LUS, justification for the manner in which the LUS was developed, address procedures, a policy perspective for the LUS. This document will summarise the salient matters during the development of the LUS until finalisation.
- The companion document provides for a set of application forms relevant to the LUS and be translated into the appropriate language for public usage.

**Step 4: Presentation to PSC**

- Submit deliverables to the PSC prior to the meeting and ensure enough time is given for perusal of deliverables.
- Presentation of information for approval by PSC.

**Deliverable – Draft LUS Document and Maps with proof of engagement**

**Phase 5: Consultation (3 Months)**

- The service provider will advertise in two local newspapers (one in English and one in isiZulu) and call for comments on the proposed Land Use Scheme.
- The Draft Documents are to be presented to the public for input and allow for public participation, ensuring refinement of the LUS. Records of participation and consultation with interested and affected parties will be required. Records include attendance registers, workshop agenda, minutes, concerns and resolutions.
- It is anticipated that the Draft LUS Documents will be submitted to the National Department of Agriculture to obtain the release of certain agricultural land and also the approval/endorsement of the management controls of agricultural land that will not be released from the Subdivision of Agricultural Land Act 70 of 1970 and the new Agricultural Act but would be covered by a LUS (maps and clauses and overlays).
- The Service Provider shall collate and analyse all responses submitted in response to such public consultation process, and shall revise such draft documents, and draft a memorandum and compile a presentation, to the satisfaction of the Steering Committee, for Council's consideration.

**Deliverable** – Report containing proof of consultation with various stakeholders.

**Phase 6: Final LUS (3 Month)**

***Step 1: Amendments***

- Based on the outcome of the Consultation process, the service provider shall carry out the necessary amendments.

***Step 2: Presentation to PSC***

- The service provider to present the final LUS to the PSC members for approval and attend to any amendments that are necessary.

**Deliverable** – Final LUS document with maps and proof of consultation

**Phase 7: Planning Application and Consideration for Adoption (2 months)**

- The Service Provider to package an application in terms of the most appropriate legislation available (SPLUMA or By-Laws) for the single LUSs to be adopted.
- The service provider ensures that all the core LUS based criteria of SPLUMA are addressed.
- The Service Provider is to advertise for public comment on the Single LUS document in consultation with the Municipality/ Project Management Team.
- The Service Provider shall collate and analyse all responses submitted in response to such public consultation process and presented to the Project Steering Committee for agreement on inclusion/ amendment of the Clauses and Maps. Thereafter the Service provider shall revise such Final Draft documents, and draft a memorandum and compile a presentation, to the satisfaction of the Steering Committee, for Council's consideration.
- The final documents are then submitted to Council for its consideration and final adoption.
- The Service Provider will not be held responsible for indecision by Municipalities, and although every effort needs to be made to obtain adoption, final payment will not be dependent on a Council Resolution.

**Deliverable:** Written report on the application process.

**Phase 8: Hand over and Close out (2 weeks)**

- The final delivery consists of:
- Council Resolution (If taken by council within the timeframes of the project)
- Close out report outlining:
  - Overview of process followed
  - Summary of meetings dates
  - Summary of Payment dates
  - Challenges & Lessons learned
  - Actions required in obtaining final Council Resolution adopting the LUS, if council did not take any decision.
- PSC meeting to conclude the project.

**Deliverable: Close-out report with final submission documents including final deliverables as per Section 7.**

***N.B. It should be noted that the timeframes for the phases are to be used as a guideline (except phase 1) within the overall period of seventeen (17) months for the development of the LUS.***

**6. OUTCOMES**

- 6.1. The LUS should respond to the government strategic priorities (NDP, PGDS, PGDP and PSEDS). The end product must contribute positively towards local economic development, sustainable livelihoods in rural areas and poverty alleviation.
- 6.2. All objectives of the project as stipulated in this Terms of Reference should be met. A document with clear deliverables is expected. The LUS documents should indicate all cross-border issues, challenges and alignment of programmes shared with neighbouring municipalities, provinces and countries.
- 6.3. The LUS should also take cognizance of existing strategies such as Local Economic Development Strategies intended to alleviate poverty as it is regarded as second economy as well as well-established businesses which are regarded as first economy.
- 6.4. Submissions should be in the form of both hard and electronic versions of the LUS. All spatial information collected should be submitted in ESRI Compatible File Format (Hartebeesthoek 1994) for use in a GIS environment. The shapefiles must have clear attribute information that differentiates each LUS layer and its purpose. The project steering committee (including municipality and DALRRD officials) will comment on the LUS and send them to the service provider for amendment purposes.
- 6.5. 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 LUS. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.

- 6.6. Required copies of the LUS document for consultation purposes shall be prepared by the service provider. The copies shall be distributed a week prior to the meeting taking place.

## **7. FINAL DELIVERABLES**

- 7.1. The service provider would be expected to submit a final consolidated report which consists of:
- 7.1.1. LUS document including zoning register, maps, tables and figures in both hardcopy (printed) and softcopy (electronic as MS word document);
  - 7.1.2. A0 LUS Map;
  - 7.1.3. A separate Executive Summary Document;
  - 7.1.4. A public participation report;
  - 7.1.5. All maps contained in the LUS textual document as electronic image files (e.g. JPEG, windows Bitmap, GIF, etc.);
  - 7.1.6. All spatial information used to generate the LUS maps must be provided in the correct GIS format, and map packages viewable in a user-friendly open-source GIS Viewer.
  - 7.1.7. All zoning information used to generate the LUS maps must be provided in the correct GIS format, and map packages viewable in a user-friendly open-source GIS Viewer.
  - 7.1.8. Application Forms for each type of application, e.g. Rezoning, Subdivision, Consent use
  - 7.1.9. Application Checklist for each type of application, e.g. Rezoning, Subdivision, Consent use
- 7.2. The format of the submission will be as follows:
- 7.2.1. 3 x Hardcopies of the LUS document.
  - 7.2.2. 3 x Hard Copies of the Composite LUS Maps (A0 size).
  - 7.2.3. 3 x Flash Drives with Electronic Copies of the maps and documents in the following formats:
    - 7.2.3.1. Maps – JPEG / TIFF & PDF
    - 7.2.3.2. Reports – MS Word & PDF Format
  - 7.2.4. 3 x Flash Drives with all maps in an ESRI Compatible File Format (Hartebeesthoek 1994) . Metadata must be provided for all derivative data sets according to the applicable metadata standards of the Republic as published by the Committee for Spatial Information (CSI).

## **8. PROJECT TIME FRAME**

- 8.1. It is expected that the project will be completed within seventeen (17) months from the date of appointment. All relevant documentation will be provided to the Service provider.

## 9. FORMAT OF GIS DATA

- 9.1. All GIS data used and created during the course of the project will be provided in a format which is compatible to the client's systems, but as a minimum be submitted as follow:
- 9.1.1. A GIS database (MS Access database, Geodatabase and Map file/package); and,
  - 9.1.2. Spatial data in a ESRI Compatible File Format.
  - 9.1.3. The coordinate System must be WGS84 (Hartebeesthoek 1994) spheroid.
  - 9.1.4. Metadata records must be captured in line with the South Africa National Standard (SANS -1878).
  - 9.1.5. Spatial information captured must be in line with Regulation 5(2) of the Spatial Data Infrastructure Act, 2003.
- 9.2. 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.

## 10. PROJECT DURATION AND COST

- 10.1. The development of the LUS should be completed within the stipulated timeframe from the date of appointment. The proposed target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled in Table 1 below:

Table 1: Project Time Frame & Payment Schedule

PHASES	% PAYABLE	TIMEFRAMES
<b>PHASE 1</b> Detailed inception report & Communication Plan	5%	2 weeks
<b>PHASE 2</b> Data Collection and status quo assessment	15%	3 months
<b>PHASE 3</b> Land Use Management Framework	10%	2 months
<b>PHASE 4</b> Draft LUS	15%	3 months
<b>PHASE 5</b> Consultation	5%	3 months
<b>PHASE 6:</b> Final LUS	25%	3 Months
<b>PHASE 7</b> Planning Application	10%	2 months
<b>PHASE 8:</b> Hand over and Close out	10%	2 weeks
<b>Retention</b>	5%	
<b>Total</b>	<b>100%</b>	<b>17 months</b>

- 10.2. Timeframes must be adhered to, failure of which financial implications will be imposed for any delay or non-compliance with time and quality requirements.
- 10.3. The amount for the final draft is payable upon approval of the document by the Project Steering Committee.
- 10.4. The tender amount should be inclusive of all disbursements (Travel and Accommodation / Phone Calls & Communications / Printing & Reproduction) as these will not be paid separately.

## **11. FINANCIAL PENALTIES**

- 11.1. Financial penalties shall be imposed for agreed upon milestones, targets, and deadline not met without providing:
  - 11.1.1. Timely notification of such delays.
  - 11.1.2. Valid reasons for the delays.
  - 11.1.3. Supporting evidence that the delays were outside of the influence of the service provider.
- 11.2. Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

## **12. UNDUE DELAY REMEDIES**

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

Table 2: Undue delay remedies

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
<b>PHASE 1 Detailed inception report &amp; Communication Plan</b>	5%	10%	25%	50%	75%	<b>100%</b>
<b>PHASE 2 Data Collection and Status quo assessment</b>	15%	10%	25%	50%	75%	<b>100%</b>
<b>PHASE 3 Land use management framework</b>	10%	10%	25%	50%	75%	<b>100%</b>
<b>PHASE 4 Draft LUS</b>	15%	10%	25%	50%	75%	<b>100%</b>
<b>PHASE 5 Consultation</b>	5%	10%	25%	50%	75%	<b>100%</b>
<b>PHASE 6: Final LUS</b>	25%	10%	25%	50%	75%	<b>100%</b>
<b>PHASE 7 Planning application</b>	10%	10%	25%	50%	75%	<b>100%</b>
<b>PHASE 8: Hand over and close out</b>	10%	10%	25%	50%	75%	<b>100%</b>
<b>Retention</b>	5%					
<b>Total</b>	<b>100%</b>					

### 13. PAYMENTS AND SUBMISSION OF INVOICES

- 13.1. Payments will be made on a work completed basis, i.e. on set milestones as per the project plan, and must be to the satisfaction of the Department of Agriculture Land Reform and rural Development (DALRRD). The Project Steering Committee will need to take a resolution concerning the work undertaken by the service provider. This resolution will then be reflected in the minutes of the meeting. The minutes will be submitted as part of the documentation required in order to process payment.
- 13.2. Original copies of invoices to substantiate costs must be provided. The service provider's invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid.
- 13.3. Payment will be made on the basis of approved work in progress with a ceiling of 95% of the project cost. The balance (5% retention) of the project cost will only be paid once all deliverables are checked and certified complete by Director SPLUM.

#### **14. BUDGET**

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

#### **15. RETENTION**

15.1. 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.

15.2. 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.

#### **16. EXTRA WORK**

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

#### **17. PROJECT MANAGEMENT**

17.1. This project will be managed by the Department of Agriculture Land Reform and Rural Development, with the following representations but not limited to who may form part of the Project Steering Committee:

17.1.1. National Departments with a Provincial Footprint.

17.1.2. Department of Agriculture Land Reform and Rural Development (SPLUM & Regional Shared Services Centre Directors (RSSCs)).

17.1.3. Representative from KZN COGTA (Spatial Planning).

17.1.4. Representatives from other Provincial Departments.

17.1.5. District Municipality.

17.1.6. Local Municipality.

17.1.7. Parastatals (Eskom, Ezemvelo KZN, etc.)

**18. MANDATORY REQUIREMENT FOR SUPPLY CHAIN MANAGEMENT**

Signed Form of Offer and Acceptance (Valid completed SBD3.3 Document)
Valid Compliance Tax Status Pin / Central Supplier Database Report
Accreditation with the relevant Professional Board <ul style="list-style-type: none"> <li>• Project Leader – Registered as a Professional Town and Regional Planner with the South African Council for Planners (SACPLAN)</li> <li>• GIS Practitioner – Registered Technologist or Professional GIS Practitioner with the South African Geo-Science Council (SAGC, previously PLATO)</li> </ul>
Signed Company Resolution or Letter of Authority to sign on behalf of the firm
Permanent Office in KZN – Rental Agreement or Municipal Account
Compulsory Briefing Session Attended

- Use of correctional fluid in the document will disqualify the submission from further consideration.

**19. SKILL REQUIREMENTS FOR PROJECT TEAM**

- 19.1. The successful service provider will be expected to have an understanding of and experience in spatial planning legislation of the country. The service provider should have experience in auditing projects, ability to interact with a variety of stakeholders as well as good research and report writing skills.
- 19.2. The team leader must have knowledge and experience of Spatial Planning; Land Use Management; Land Development; Laws related to the previous mentioned.
- 19.3. The team leader must have expertise in managing and coordinating a multi-disciplinary project team (Project management skills).
- 19.4. The team must be experienced in Strategic Planning including scenarios and futures planning.
- 19.5. The team must have a thorough understanding of political environment and Intergovernmental Relations Framework.

**20. HUMAN RESOURCES FOR THE PROJECT**

- 20.1. The service provider is expected to provide information on available human resource capacity that will be directly involved per project, including but not limited to a comprehensive curriculum Vitae (CV) for each of the team members, indicating relevant qualifications and experience as required by this Terms of Reference; full contact details (office, fax and cell phone, and email), and the role to be fulfilled in this project.

- 20.2. The team leader and selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the DALRRD.
- 20.3. It is expected that the team leader will be available for all meetings and engagements where he or she will present in detail the deliverables.
- 20.4. Where a firm or a person is found suitable to be contracted for more than one project and the projects are to run concurrently, the Department is entitled to undertake a risk assessment. The Department may request and require additional guarantees and information on finances, team composition and the firms' resources to be deployed to these projects to ensure sufficient capacity is available for handling the multiple projects.
- 20.5. All team members that will be directly involved in the project may, at the sole discretion of the Chief Director: Integrated Spatial Planning, 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.
- 20.6. A key member of the team must be fluent in the official language of the area to enable communication with the community and traditional councils (if applicable).

## **21. CAPACITY BUILDING AND SKILLS TRANSFER**

- 21.1. The DALRRD consider skills development as an integral part of the outsourcing process. The process should ensure that skills development and transfer is achieved with the relevant DALRRD personnel. Proposals should indicate how skills development and transfer would be achieved in DALRRD throughout this project.

## **22. INFORMATION GATHERING**

- 22.1. NB!! The responsibility for collecting information necessary for the successful execution of the project lies entirely with the service provider.**
- 22.2. The successful Service Provider is expected to make contact with all the relevant GIS, Planning and required officials and units within the local and provincial spheres of government to obtain relevant information that is required for the project. Existing information on LUSs/SDFs which are available within the Spatial Planning and Land Use Management office will be made available to the successful service provider.
- 22.3. The report must include the source of information used in the various sections of the report with the date of this information being compiled to ensure credible information is used.

- 22.4. In the light of the event that the service provider needs a letter to confirm the motive for requesting information from the different spheres of government or parastatals, the Department will provide the requested letter.

## **23. TERMS AND CONDITIONS OF THE BID**

### **23.1. General**

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

23.1.2. The successful service provider will be expected to enter into a service level agreement with the Department in respect of the deliverables of the project and will be signed upon appointment.

- 23.2. Service providers may not be appointed for more than 2 projects from SPLUM KZN, DALRRD at any moment in time to ensure availability of capacity to undertake the volume of work.

23.2.1. Service Providers will be informed about the outcome of the bid in writing after the bid has been finalised / adjudicated.

23.2.2. No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the DALRRD, except where duly authorised to do so in writing by the DALRRD.

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

23.2.4. The short-listed service providers may be required to do a presentation in person to the department; at their own cost should it be deemed necessary to do so.

- 23.3. The service provider should commence with the project immediately after receiving the letter of appointment and the service level agreement signed.

- 23.4. Any deviation from the project plan should be put in writing and approved by the Project Steering Committee and the department prior to any deviation taking place.

- 23.5. The overall project shall be completed within the time period as stipulated in this document or as otherwise agreed to in writing by the Department.

- 23.6. 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 two months from the day the project was completed and submitted to DALRRD.

### **23.7. Format of Proposal**

23.7.1. All proposals are to respond to requirements as per the Terms of Reference.

23.7.2. All proposals should be clearly indexed and easy to read.

23.7.3. The submission must:

- 23.7.3.1. Be presented well and of a high quality
- 23.7.3.2. Depicts a methodological approach
- 23.7.3.3. Show a clear understanding of project purpose
- 23.7.3.4. Properly outline of expected outputs;
- 23.7.3.5. Contain indicators and means of verifying progress of the project.
- 23.7.3.6. Demonstrate the team's ability to read interprets and understand a variety of spatial information and analysis.
- 23.7.3.7. Demonstrate an understanding of relevant rural development policy and legislation.

## **24. VALIDITY OF THE QUOTATION**

- 24.1. The bid / quotation must be valid for a period of 30 days.

## **25. REPORTING AND ACCOUNTABILITY**

- 25.1. During the execution of the project, the service provider must submit monthly progress reports and attend meetings at intervals as determined within the Inception Report and agreed upon by the Project Team or Steering Committee.
- 25.2. The monthly progress reports will be submitted to the DALRRD and the Municipality in electronic format, no later than noon on the 2nd day of each month reporting on the previous month.
- 25.3. The project will be signed off by the Director: Spatial Planning & Land Use Management (KZN) when:
  - 25.3.1. All the end products (refer to list) have been delivered (all deliverables per phase to be provided per phase to be approved by the Project Steering Committee).
  - 25.3.2. The Director: Spatial Planning & Land Use Management (KZN) is satisfied that all requirements have been met.

## **26. OUT CLAUSE**

- 26.1. The Department of Agriculture Land Reform and Rural Development (DALRRD) reserves the right not to appoint a service provider if suitable candidates are not found, at the complete discretion of the Department.
- 26.2. The Department of Agriculture Land Reform and Rural Development (DALRRD) reserves the right to terminate the contract if there is clear evidence of non-performance, at the complete discretion of the Department.

## 27. OWNERSHIP OF INFORMATION

- 27.1. The Department of Agriculture Land Reform and Rural Development (DALRRD) will assume ownership of all data and information, in both in electronic and hard copy format, obtained, captured and/or created to generate the outputs of this project.
- 27.2. DALRRD will retain copyright of the final document, annexures, derivatives, value-added data and datasets and all associated intellectual rights of the project outputs. All materials are and remain the property of the Department at all times and no document may be reproduced, copied, or distributed without prior written consent of the Department.
- 27.3. The Municipality will have the right to use the material without DALRRD approval.
- 27.4. The report and digital information will be supplied to the Department at the completion of the project in a format which can feed into the GIS systems of both the National and KwaZulu-Natal governments.
- 27.5. This document together with all agreements to be or reached during the course of the project become part of the contract.

## 28. CONTENTS OF THE PROJECT PROPOSAL

- 28.1. A clear and concise project proposal covering the aspect listed below is required;
- 28.1.1. An executive summary.
  - 28.1.2. A project plan.
  - 28.1.3. 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.
  - 28.1.4. The approach should be cost saving yet achieve the highest value for money.
  - 28.1.5. 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.
  - 28.1.6. Evidential and documentary proof of professional qualifications, registration and affiliation. For instance, if a team member claims to be a Professional Town and Regional Planner, a copy of the registration with the South African Council for Planners (SACPLAN) is required.
  - 28.1.7. Any shortcomings in the study specifications, how these ought to be addressed and the cost implications thereof.
  - 28.1.8. All-inclusive costing model.
  - 28.1.9. The following technical information must be submitted with the Bid proposal:
    - 28.1.9.1. Years of experience of each resource;
    - 28.1.9.2. Relevant professional experience during the last five years;
    - 28.1.9.3. Organisational, managerial and technical ability;
    - 28.1.9.4. Key Personnel and Resources;
    - 28.1.9.5. Technical backup;
    - 28.1.9.6. Full CV's of all members of the Team;

- 28.1.9.7. Relevant Equipment and Software competence and capability;
- 28.1.9.8. Client References; and,
- 28.1.9.9. Associations and Professional Affiliations.

## 29. EVALUATION PROCEDURE

### 29.1. First Stage-Evaluation of Functionality

29.1.1. The proposal documents will be evaluated in two phases, based on the 80/20 principle in terms of the Preferential Procurement Policy Framework Act (PPPFA) / Preferential Procurement Regulations 2022 (PPR22).

29.1.2. In the first phase, the quotation documents will be evaluated individually on separate score sheets for functionality, by a representative evaluation panel according to the evaluation criteria indicated in these Terms of Reference, being the evaluation criteria indicated below. All service providers who score less than seventy (70) out of the one hundred (100) points (70%) for functionality will not be considered further.

29.1.3. During phase 2, bidders will be further evaluated based on 80 points for price and 20 points for Specific Goals Status Level of Contribution (as indicated below).

### 29.2. Second Stage - Evaluation in terms of 80/20 Preference Points System

29.2.1. Quotation that achieves the minimum qualifying score for functionality of 70 points out of 100 points will be evaluated further in accordance with the 80/20 preference points system.

29.2.2. Calculation of points for price:

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

29.2.3. Calculating of points for specific goals - Points will be awarded to a bidder for a specific goal in accordance with the table below:

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

29.2.4. Bidders must submit proof for each point claimed as per guide below:

- a. A person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloured, Indians and people of Chinese descent who are south African citizens by birth or descent, or who became citizens of the Republic of South Africa by Naturalisation –
  - a. Before 27 April 1994
  - b. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.

**(attach certified copy of identity document (ID)**

- b. Who is female – **attach certified copy of identity document (ID) and company registration document / CSD report to show / substantiate percentage ownership equity.**
- c. Who has a disability – **attach doctors letter confirming a disability.**
- d. Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show / substantiate percentage ownership equity.**

### 30. EVALUATION CRITERIA

30.1. The tender submission must be structured according to the evaluation criteria outlined below.

30.2. The following criteria will be used for appointment of the service provider based on functionality:

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	Weight	Score
<b>1. PROJECT RESOURCES</b>  <b>Experience and qualification of key personnel (submission of CV and certified copies of qualifications and professional registration certificates is mandatory for each professional</b>	<b>Team Leader:</b> –The Team Leader must be a registered Professional Town & Regional planner with the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002, and be in good standing with SACPLAN. –The Team Leader/Planner must have knowledge and experience of Spatial Planning; Statutory Planning; Spatial Development Frameworks, Land Use Schemes, and Laws related to the previous mentioned. –Preferable 10 years' experience or more –Proven Project Management Experience	10	

<p>person on the team)</p>	<ul style="list-style-type: none"> <li>• 0 Points = 1-3 Years' Experience</li> <li>• 1 Points = 4-6 Years' Experience</li> <li>• 2 Points = 7-8 Years' Experience</li> <li>• 3 Points = 9 Years' Experience</li> <li>• 4 Points = 10 Years' Experience</li> <li>• 5 Points = 11 Years' or more Experience</li> </ul>		
	<p><b>GIS:</b></p> <p>–Key member of the team must have proven experience in Spatial Information Systems/Design (e.g. GIS); and be registered with the South African Geomatics Council (SAGC - Previously PLATO) as a Technologist or Professional GIS Practitioner.</p> <ul style="list-style-type: none"> <li>• 0 Points = 0-1'Years' Experience</li> <li>• 1 Points = 2-4 Years' Experience</li> <li>• 2 Points = 5-6 Years' Experience</li> <li>• 3 Points = 7-8 Years' Experience</li> <li>• 4 Points = 9-10 Years' Experience</li> <li>• 5 Points = 11 Years' or more Experience</li> <li>•</li> </ul>	<b>10</b>	
	<p><b>Legal:</b></p> <p>–Key member of the team must be an admitted attorney registered with the Law Society of South Africa.</p> <ul style="list-style-type: none"> <li>• 0 Points = 0-1'Years' Experience</li> <li>• 1 Points = 2-4 Years' Experience</li> <li>• 2 Points = 5-6 Years' Experience</li> <li>• 3 Points = 7-8 Years' Experience</li> <li>• 4 Points = 9-10 Years' Experience</li> <li>• 5 Points = 11 Years' or more Experience</li> </ul>	<b>5</b>	
	<p><b>Composition of team</b></p> <p>Team with necessary resources &amp; capacity to address every aspect of the project, in the development of a LUS. The disciplines and skill sets include inter alia an Environmentalist, LED Practitioner, Rural Development Specialist, Land Surveyor, Civil Engineer.</p> <ul style="list-style-type: none"> <li>• 1 Point = Poorly Resourced Team</li> <li>• 3 Points = Adequately Resourced Team</li> <li>• 5 Points = Well Resourced Team</li> </ul>	<b>10</b>	
	<b>Communications Plan</b>	<b>10</b>	

	<p>–A Comprehensive Communication plan with CPA’s, Community Trusts, Rate Payers Association, Organised Business, Organised Agriculture, Mining Chamber, Ward Councilors, Ward Committees and Residents.</p> <p>–Key member to be fluent (Verbal &amp; Written) in the official language of the area and must be able to prepare presentations, and present to the relevant stakeholders and communities as required for the duration of the project.</p> <ul style="list-style-type: none"> <li>• 0 Points = No Communication Plan</li> <li>• 1 Point = Poor Communication Plan</li> <li>• 2 Point = Poor Communication Plan &amp; have IsiZulu speaking person on team.</li> <li>• 3 Point = Adequate Communications Plan &amp; have IsiZulu speaking person on team.</li> <li>• 5 Point = Detailed Communications Plan &amp; have IsiZulu speaking person on team.</li> </ul>		
<p><b>2. BENEFICIAL EXPERIENCE</b></p>	<p><b><u>The following experience is beneficial to the team and needs to be illustrated via submission of project examples.</u></b></p> <p>–Research, analytical, report writing, presentation and communication skills; (the way the tender document is compiled/written and other reports included in the tender documents will be taken into consideration); and</p> <p>–Proven experience in the development of Land Use Scheme</p> <p>–Engineer to undertake analysis of infrastructure related issues.</p> <p>–Strategic Planning including scenarios and futures planning;</p> <p>–Thorough understanding of Intergovernmental Relations Framework;</p> <p>–Proven experience in rural development planning.</p> <p>–Advanced understanding of three-dimensional form and space in cities and settlements, and the relationship of this form to land, context, society and history (Similar Urban Design / Local Area Plans / Precinct Plans to inform this)</p> <ul style="list-style-type: none"> <li>• 0 = Do not comply with requirements</li> <li>• 1 = Poor Compliance</li> </ul>	<p>5</p>	

	<ul style="list-style-type: none"> <li>• 3= Partial Compliance</li> <li>• 5 = Comply with requirements</li> <li>•</li> </ul>		
<b>3. TEAM EXPERIENCE:</b>  <b>Require a well-rounded team which covers all aspects of the project, and with proven experience of projects on similar scale.</b>	<u><b>Proof of similar work (Spatial Development Frameworks, Spatial Plans) done by Team (Examples AND Reference Letters, with traceable contacts required):</b></u> <ul style="list-style-type: none"> <li>• 0 Points = 1 Project</li> <li>• 1 Points = 2 - 3 Projects</li> <li>• 2 Points = 4 - 5 Projects</li> <li>• 3 Points = 6 - 8 Projects</li> <li>• 4 Points = 9 - 10 Projects</li> <li>• 5 Points = 11 or more projects</li> </ul>	<b>10</b>	
	<p>–Proven experience &amp; knowledge of KZN planning Policies (KZN PGDS / KZN DGDP; KZN PSDF / KZN PSEDS) (Experience in working with SDFs, LUSs &amp; Development Applications will serve as proof).</p> <ul style="list-style-type: none"> <li>• 0 = Not Illustrated</li> <li>• 1 = Poorly Illustrated</li> <li>• 3 = Partially Illustrated</li> <li>• 5 = Well illustrated</li> </ul>	<b>10</b>	
<b>4. METHODOLOGY AND PROJECT MANAGEMENT</b>	<p>–<b>A well-structured methodology and implementation plan (linked to dates, timeframes &amp; outputs) which spells out the detailed aspects of the way the project is to be undertaken and reflected on a Gantt Chart. And a well compiled submission.</b></p> <ul style="list-style-type: none"> <li>• 0 = No Methodology</li> <li>• 1 = Poor Methodology</li> <li>• 3 = Adequate Methodology</li> <li>• 5 = Excellent (detailed submission)</li> </ul>	<b>20</b>	
	<p>–<b>Risk Management: Identifying possible problems that might hinder project delivery and indicate how they will overcome such problems.</b></p> <ul style="list-style-type: none"> <li>• 0 = Not Illustrated</li> <li>• 1 = Poorly Illustrated</li> <li>• 3 = Partially Illustrated</li> <li>• 5 = Well illustrated</li> </ul>	<b>5</b>	

<b>5. SKILLS TRANSFER</b>	<b>– Level of commitment to skills transfer &amp; process to facilitate skills transfer depicted:</b> <ul style="list-style-type: none"> <li>• 0 = Not Addressed</li> <li>• 1 = Poorly Addressed</li> <li>• 3 = Adequately Addressed</li> <li>• 5 = Very Well Addressed</li> </ul>	<b>5</b>	
<b>TOTAL POINTS ON FUNCTIONALITY</b>		<b>100</b>	

30.3. The Bids that fail to achieve a minimum of 70 points for functionality will be disqualified.

### 31. CONTACT PERSONS

#### **Technical Enquiries:**

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

Directorate: Spatial Planning & Land Use Management  
 Department of Agriculture Land Reform and Rural Development  
 Private Bag X9000  
 Pietermaritzburg  
 3200

Attention: **Mr Stephan Viljoen**  
 Tel: **033-264 1401**  
 Fax: **033-264 1413**  
 Email: **stephanus.viljoen@dalrrd.gov.za**

#### **Supply Chain Management:**

All supply chain management enquiries related to this bid call must be forwarded to:

Department of Agriculture Land Reform and Rural Development – KZN Shared Service Centre  
 1st Floor,  
 270 Jabu Ndlovu (Loop) Street  
 Pietermaritzburg,  
 KwaZulu-Natal  
 3201

Attention: **Mr Bongani Magudulela**  
 Tel: **033-264 9500**  
 Email: **bongani.magudulela@dalrrd.gov.za**

**32. RECOMMENDATION**

It is recommended that this Terms of Reference be presented to the Bid Specifications Committee for consideration.



\_\_\_\_\_  
**Mr RJ Hoole (Director)**  
**Spatial Planning and Land Use Management (Client Department)**  
Date: 2024/08/02

**33. APPROVAL**

**Recommendation 1:**

It is recommended that the Terms of Reference be approved

**Recommendation 1: Approved / Not Approved**

**Comment:**



\_\_\_\_\_  
**Mr SP Viljoen (Bid Specification Chair)**  
**Director: Spatial planning and Land Use Management**  
Date: 2024/08/02

**Recommendation 1: Endorsed / Not Endorsed**

**Comment:**



\_\_\_\_\_  
**Ms P Muller**  
**Deputy Director: Supply Chain Management**  
Date: 2024/08/07

## BIDDER'S DISCLOSURE

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

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

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

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

**PRICE QUOTATION PROCESS (UP TO R 1 MILLION)**

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

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

**1. DEFINITIONS**

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

## 2. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

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

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

- (I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
  - **Percentage ownership equity** x 10 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
  - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
  - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:
  - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

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

### **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

#### **3.1. POINTS AWARDED FOR PRICE**

##### **3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### **3.2.1. POINTS AWARDED FOR PRICE**

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

## 80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/ documentation stated in the conditions of this tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.
- 4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.
- 4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.
- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

**5. SUB-CONTRACTING**

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

YES		NO	
-----	--	----	--

5.1.1 If yes, indicate:

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

**6. DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1. Name of company/firm: .....

6.2. Company registration number: .....

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... .....

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
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## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

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

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

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

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

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

**BAS**

**LOGIS**

Office

System User Only	
Captured By:	-----
Captured Date:	-----
Authorised By:	-----
Date Authorised:	-----
Safety Web Verification	
<input type="checkbox"/> YES	<input type="checkbox"/> NO

**The Director General: Department of Agriculture, Land Reform and Rural Development**

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

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

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

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

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

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

Company / Personal Details	
Registered Name	
Trading Name	
Tax number	
Vat Number	
Title	
Initials	
First Name	
Surname	

Address Detail	
Postal Address Line 1	
Postal Address Line 2	
Physical Address Line 1	
Physical Address Line 2	
Postal Code	

New Detail	
<input type="checkbox"/> New Supplier Information	<input type="checkbox"/> Update Supplier Information
Supplier Type	<input type="checkbox"/> Individual <input type="checkbox"/> Department    Department Number <input style="width: 100px;" type="text"/> <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other    Other Specify <input style="width: 200px;" type="text"/> <input type="checkbox"/> Partnership

**Supplier Account Details**

(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	<input type="checkbox"/> Cheque Account	
	<input type="checkbox"/> Savings Account	
	<input type="checkbox"/> Transmission Account	
	<input type="checkbox"/> Bond Account	
	<input type="checkbox"/> Other (Please Specify)	<input type="text"/>

ID Number	
Passport Number	
Company Registration Number	
*CC Registration	

\* Please include CC/CK where applicable

Practise Number	
-----------------	--

**When the bank stamps this entity maintenance form or provides an electronic bank stamp/letter attached to the entity maintenance form they confirm that all the information completed by the entity is correct.**

<b>Bank stamp</b>
It is hereby confirmed that this details have been verified against the following screens <b>ABSA-CIF screen</b> <b>FNB-Hogans system on the CIS4</b> <b>STD Bank-Look-up-screen</b> <b>Nedbank- Banking Platform under the Client Details Tab</b>

**Contact Details**

	<i>Area Code</i> .....	<i>Telephone Number</i> .....	<i>Extension</i> .....
Business			
	<i>Area Code</i> .....	<i>Telephone Number</i> .....	<i>Extension</i> .....
Home			
	<i>Area Code</i> .....	<i>Telephone Number</i> .....	
Fax			
	.....	.....	
Cell			
	<i>Cell Code</i>	<i>Cell Number</i>	
E-mail Address			

Contact Person	Supplier details	Departmental sender details
Signature		
Print Name		
Rank		
Date (dd/mm/yyyy)		

Address of Agriculture, Land Reform and Rural Development Office where form is submitted from: