LA 1.2

BID NO: 5/2/2/1/2026-2027 /8 LP

THE APPOINTMENT OF A SERVICES PROVIDER TO REVIEW THE SPATIAL DEVELOPMENT FRAMEWORK (SDF) OF COLLINS CHABANE LOCAL MUNICIPALITY WITHIN A PERIOD OF EIGHTEEN (18) MONTHS.

CLOSING DATE: 17 DECEMBER 2026 @ 11:00

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION.

VENUE: Department of Land Reform and Rural Development
106 Hans van Rensburg street
Empire Place
POLOKWANE

Date: 01 December 2026
Time: 11:00

TECHNICAL ENQUIRIES : Mr Lawulani Baloyi
TEL : (015) 495 1888 / 071 878 8322
EMAIL : lawulani.baloyi@dlrrd.gov.za

BID RELATED ENQUIRIES: Ms D Mongwai
TEL : (015) 495 1703
EMAIL : daisy.mongwai@dlrrd.gov.za

FINANCIAL PROPOSAL – PART 1 OF 2

LA 1.1

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

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate: Demand** and Acquisition Management Services: **Enquiries:** Mr Leshoka Mahloromela: **Tel:** (015) 495 0622

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

BID NUMBER: 5/2/2/1/2026-2027 8LP
CLOSING TIME: 11H00 **CLOSING DATE: 17 DECEMBER 2026**

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

1. Kindly furnish us with a bid for services shown on the attached forms.

2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 3.3, SBD4, SBD6.1, terms of reference.

3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.

4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.

5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. ***(failure to comply will disqualify your proposal)***

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 24 NOVEMBER 2026

LA 1.3

MAP TO BIDDER BOX (B BOX)

5/2/2/1/2026-2027/8LP CLOSING DATE: 17 DECEMBER 2026 @ 11:00

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

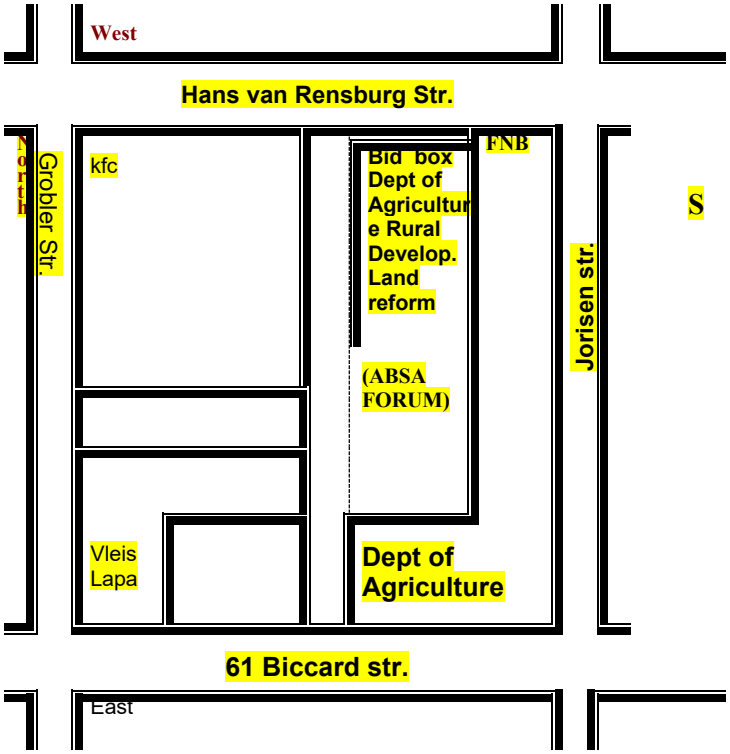
BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

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

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

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

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
Acquisition Management
(BIDS)



ENVELOPE

ABSA Building
1ST Floor 70 HANS VAN RENSBURG
POLOKWANE

THE TENDER BOX OF THE OFFICE OF THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM IS OPEN DURING OFFICE HOURS FROM 08:00 TO 16:30 HRS, 5 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF BIDS.

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

SUBMIT YOUR BID IN A SEALED

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.

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

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners sha ll** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture."

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

AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000,*

MR A.F JONES

has been duly authorised to sign all documents in connection with

Contract no CRDP 0006, and any contract which may arise there from,

on behalf of *Mabel House (Pty) Ltd.*

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

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

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

As witnesses:

1. . . . . .

2. . . . . .

SAMPLE

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

Date: . . . . . .

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*RURAL DEVELOPMENT AND LAND REFORM*)					
BID NUMBER:	**5/2/2/1/2026-2027/8LP**	CLOSING DATE:	**17 DECEMBER 2026**	CLOSING TIME:	**11:00**
DESCRIPTION	**THE APPOINTMENT OF A SERVICES PROVIDER TO REVIEW THE SPATIAL DEVELOPMENT FRAMEWORK (SDF) OF COLLINS CHABANE LOCAL MUNICIPALITY WITHIN A PERIOD OF EIGHTEEN (18) MONTHS.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
70 HANS VAN RENSBURG STREET
1ST FLOOR
POLOKWANE

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Ms Daisy Mongwai	CONTACT PERSON	Lawulani Baloyi
TELEPHONE NUMBER	(015) 495 1703	TELEPHONE NUMBER	(015) 4951888 or 071 878 8322
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	daisy.mongwai@dlrrd.gov.za	E-MAIL ADDRESS	lawulani.baloyi@dlrrd.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
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 /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR 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, 2017, 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).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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: ……...

BID NO:5/2/2/1/2026-2027/8LP

THE APPOINTMENT OF A SERVICES PROVIDER TO REVIEW THE SPATIAL DEVELOPMENT FRAMEWORK (SDF) OF COLLINS CHABANE LOCAL MUNICIPALITY WITHIN A PERIOD OF EIGHTEEN (18) MONTHS.

CLOSING DATE: 17 DECEMBER 2026 @ 11:00

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION.

TECHNICAL ENQUIRIES : Mr Lawulani Baloyi
TEL : (015) 495 1888 / 071 878 8322
EMAIL : lawulani.baloyi@dlrrd.gov.za

BID RELATED ENQUIRIES: Ms Daisy Mongwai
TEL : (015) 495 1703
EMAIL : daisy.mongwai@dlrrd.gov.za

FINANCIAL PROPOSAL – PART 2 OF 2

PRICING SCHEDULE

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

(Professional Services)

NAME OF BIDDER	BID NO.: 5/2/2/1/2026-2027/8LP
CLOSING TIME 11:00	CLOSING DATE: 17 DECEMBER 2026

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. 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 all applicable taxes for the project. R……..……...

MILESTONE	TIME-FRAME	RATE	T OTAL AMOUNT
PHASE 1 INCEPTION REPORT / PROJECT START UP	2 MONTHS		
PHASES 2 POLICY CONTEXT AND VISION DIRECTIVES	2 MONTHS		
PHASES 3 SPATIAL CHALLENGES AND OPPOTUNITIES	4 MONTHS		
PHASES 4 SPATIAL PROPOSALS	3 MONTHS		
PHASES 5 IMPLEMENTATION FRAMEWORK	3 MONTHS		
PHASES 6 FINAL MSDF	3 MONTHS		
RETENTION (ADOPTION)	1 MONTH		
TOTAL	18 MONTHS		

TOTAL: R……

** ”all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	……	……..	R……..
----------	……	……..	R……..
----------	……	……..	R……..
----------	……	……..	R……..

TOTAL: R……

1. Period required for commencement with project after acceptance of bid ……
2. Estimated man-days for completion of project ……
3. Are the rates quoted firm for the full period of contract? *YES/NO
4. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ……

……

……

……

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Land Reform and Rural Development
ABSA Building
70 Hans van Rensburg Street
Polokwane
0699

Daisy Mongwai

Tel: (015) 495 1703

Or for technical information –

Lawulani Baloyi

Tel: (015) 495 1888 or 071 878 8322

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

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

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

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

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

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

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

…… ……
Signature Date

…… ……
Position Name of bidder

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

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1. DEFINITIONS

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

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

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

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

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

(f) "Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -

- Before 27 April 1994; or
- On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

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

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

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

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

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

- **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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

5. SUB-CONTRACTING

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

YES		NO	

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: ...……%

ii) The name of the sub-contractor: ……..

iii) Points claimed for HDI by the sub-contractor: .....……..

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm: ……...

6.2. Company registration number: ……....

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

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

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

WITNESSES

1 ……..…….

2 ……..…….

DATE: ……..

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……. in my capacity as……...…….. accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ….…….

2 …..…….

DATE: ……...

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

Office of the Director: Limpopo Spatial Planning and Land Use Management Services; Suite No. 5 Empire Place; 106 Hans Van Rensburg Street; Polokwane 0700; Tel (015) 495 1887/91

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICES PROVIDER TO REVIEW THE SPATIAL DEVELOPMENT FRAMEWORK (SDF) OF COLLINS CHABANE LOCAL MUNICIPALITY WITHIN A PERIOD OF EIGHTEEN (18) MONTHS.

1. BACKGROUND

1.1 Apartheid Planning consigned the majority of South Africans to places far away from work, where services could not be sustained, and where it was difficult to access the benefits of society and participate in the economy. National Development Plan (NDP) Vision for 2030 on human settlements advocates for a country that will have amongst others productive farms, well managed villages, towns and cities, respect for the Natural Environment, a mix housing types and tenures to meet different needs. It further emphasizes that Municipalities should be encouraged to formulate a specific land policy, as part of their integrated development plan, showing how vacant and under-used land will be developed and managed to achieve wider socio-economic and environmental objectives.

1.2 Municipalities are required to compile Spatial Development Frameworks (SDFs) as a core component of IDPs in terms of chapter 4 of the Spatial Planning and Land Use Management Act (SPLUMA), read with, the Local Government: Municipal Systems Act, 2000, (Act 32 of 2000). In terms section 20 (1) of SPLUMA, municipality must adopt Spatial Development Framework (SDF) by notice in the Provincial gazette.

2. PROBLEM STATEMENT

2.1 Limpopo province contains a range of different sized cities, towns and settlements. These vary from small rural settlements and development nodes. There are areas that need to be confronted within developing rural South Africa, which amongst other include different types of rural settlements, which are divided into different types of villages; towns, informal settlements

in commercial farming areas and former homelands. Spatial conflicts in rural areas have a potential of causing acute conflicts due to scarce resources in the near future. In some areas the issues pertaining to tourism, agriculture, mining and biodiversity if policies on Spatial Planning are not in place are likely to cause conflict. The issue of Traditional Authorities in spatial decisions about land use is a course for concern and mechanism to deal with these challenges will have to be found.

2.2 Land development in some rural areas still takes place outside the scope of the existing spatial planning tools, resulting in a growing number of land disputes, land invasion, uncoordinated service delivery, an increased rate of environmental degradation and emanation of land-use practices that are neither economically efficient nor environmentally sustainable.

2.3 Issues pertaining to horizontal and vertical alignment of various plans with the SDFs still remain a challenge in most of the SDFs. Consequently, the central and strategic role of an SDF as spatial integrator and coordinator of various government activities and programmes have been slightly compromised. The interrelationship between an SDF, the LUS and IDP (including sector plans and national strategic directives) is not reflected emphatically, and it is interpreted differently. Implementation and monitoring strategies still need improvement in most of the documents.

2.4 The problem is compounded by the fact that capacity, both to plan and implement plans in the Local municipality remains a challenge. As a result, spatial and economic fragmentation continues to pose major challenges despite the progress made by the government in formulating relevant spatial planning legislations and policies since 1994.

3. PURPOSE

3.1 Collins Chabane Local Municipality requires the services of a suitably qualified service provider to review the Spatial Development Framework (in terms of SPLUMA, 2013) that will guide future development within its Municipal area. This document, therefore set out the Terms of Reference (TOR) on which the successful service provider should base their project proposals for the preparation of Collins Chabane Local Municipality SDF. The project proposal should clearly state the approach to be adopted, the proposed methodology, relevant experience, time frame, program and associated budget and the proposed team members.

4. THE OBJECTIVE OF THE SDF

4.1. The main objective is to review an SDF for the entire municipal area including areas under traditional authorities in order to fit within the legislative framework. It must also respond to the policy/legislation parameters established by the National government (e.g. SPLUMA, NEMA and their regulations) and also make provisions for municipal spatial structure thus providing, in National Development Plan (NDP) terms, a framework within which to discuss future development of the municipal space economy in the context of the district, provincial and national space economies. The idea is to map municipal wards of severe need and deprivation, of resources potential, of infrastructure endowment and of current and potential economic activity by spatially describing key social, economic and natural trends and issues shaping the municipal geography.

4.2 NEMA requires that instruments such as the SDF must reflect and strengthen the principles of integrated environment management and determine the use and development of land within the municipal area to which it relates in order to promote the following:

- Economic growth;
- Social inclusion;
- Efficient land development; and
- Minimal impact on public health, the environment and natural resources

4.3 The proposed SDF must give effect to the development principles contained in the Spatial Planning and Land Use Management Act, 2013, which are as follows:

- Spatial Justice;
- Spatial Sustainability;
- Resilience;
- Spatial efficiency and
- Good administration

4.4. The scope of the SDF should therefore ensure the following:

4.4.1. Analysis of the current Collins Chabane SDF (2018) and it's impact on municipal space;

4.4.2. An analysis of municipal-wide spatial issues with clear proposals as to how those issues should be addressed;

4.4.3. Define the settlement structure, direction for growth and indicate roles of settlements, transport and regional service infrastructure across the municipality;

4.4.4. Defines the linkages and corridors between settlements in the municipality to facilitate rural-urban and/or intra/inter settlements symbiosis;

4.4.5. alignment of NSDF, PSDF and District SDF Proposal/indicative plans;

4.4.6. Identifies growth points/ nodes and priority investment areas,

4.4.7. Clear reflection of municipal wards with poverty zones of entire municipality;

4.4.8. Thorough analysis of intervention area/s as per the District Rural Development Plan and other similar plans, and a detailed plan on how these areas should be developed, inter alia to:

4.4.9. SWOT analysis;

4.4.10. Clear Boundary of the intervention area;

4.4.11. Categorization and classification of the various settlements within the intervention areas;

4.4.12. Growth direction;

4.4.13. Provide different development strategies/priorities within classified intervention area;

4.4.14. Identification of relevant sector departments for implementation/intervention;

4.4.15. Indicates areas of protection & conservation such as protected areas, threatened ecosystems, critical biodiversity areas valuable agricultural land, water catchments and resources ;

4.4.16. Describes general urban design principles to be applied in all settlements in the municipality ;

4.4.17. Macro spatial plan with clear implementation and monitory framework;

4.4.18. Identify programmes and projects for SDF implementation purposes

4.5. Compliance with the following provisions of the MSA and the Municipal Planning and Performance Management Regulations, 2001 as provided for in the SDF guidelines is Mandatory:

4.5.1. Development of a Spatial vision of the local municipality;

4.5.2. development of conceptual scenario for envisaged spatial form;

4.5.3. development of Micro-spatial Plan for the core areas (Nodal points and DRDP Intervention areas);

4.5.4. setting out of objectives that reflect desired- spatial form of the rural area of the municipality;

4.6. contain strategies, policies and plans which must-

4.6.1. Indicate desired patterns of land use within the municipality;

4.6.2. (ii) Address the spatial reconstruction of the location and nature of development within the municipality; and

4.6.3. (iii) Provide strategic guidance in respect of the location and nature of development within the municipality;

4.6.4. Set out basic guidelines for land use management system in the municipality;

4.6.5. Set out a capital expenditure framework for the municipality's development programs, depicted spatially;

4.6.6. Analysis and clarification of how sector plans will implement the SDF;

4.6.7. Contain a strategic assessment of the environmental impact of the SDF;

4.6.8. Address sustainable bio-regional planning (identify programs, interventions and projects for the development of land within the municipality);

4.7. provide a visual representation of the desired spatial form of the municipality, which representation:

(i) Must indicate where public and private land development and infrastructure investment should take place;

(ii) Must indicate desired or undesired utilization of space in the local municipality;

(iii) Must identify areas where strategic intervention is required; and

4.8. The following issues (but not limited to the list) shall also be considered and analysed during the formulation of the SDF:

4.8.1. Analysis of evidence of horizontal alignment with all adjacent municipalities' SDFs;

4.8.2. Evidence of vertical alignment between municipal SDF, plans and intentions of the district, province and national;

4.8.3. Spatial implications of the adjacent local municipality SDF should be clarified;

4.8.4. Land use management systems and practices in the municipality should be clarified;

4.8.5. Municipal spatial patterns and dysfunctionality should be analyzed. Whether municipality is non affluent or affluent;

4.8.6. Identification, viability and sustainability of existing nodal points of municipality significant for promoting economic growth;

4.8.7. Highlighting major structuring elements, migration and urbanization trends as well as their spatial implication within the municipality;

4.8.8. Point out municipal and/or growth points which need urgent attention either by the municipality or the district;

4.8.9. Role of Traditional Leaders in planning;

4.8.10. Overlay the conceptual diagram into various layers of information such as the cadastral; and

4.8.11. Compliance with section 21 of SPLUMA and SDF guidelines (2017).

5. CRITICAL MILSTONES

The following tasks are required:

Assess relevance and implication of existing legislation and proposed policies and guidelines. The following seven critical milestones/phases should be achieved by the SDF:

Phase 1: Inception report /project start up

Phase 2: Policy Context and Vision Directives

Phase 3: Spatial Challenges and Opportunities

Phase 4: Spatial Proposals

Phase 5: Implementation Framework

Phase 6: Final MSDF

Phase 7: Adoption by council

6. OUTCOMES AND END PRODUCT

6.1 The SDF should respond to the government strategic priorities. It shall demonstrate how job creation in the respective municipalities is facilitated through spatial planning. The end product must contribute positively towards local economic development and poverty alleviation.

6.2 The SDF must be both a vertical and a horizontal alignment tool for government-wide activities, plans, policies and legislation. It must be a tool to facilitate structured implementation of programs and be an affective decision-making instrument.

6.3 All objectives of the project as stipulated in this Terms of Reference should be met. A document with clear deliverables is expected and should be molded around what is stipulated under Section 5 and address, inter-alia issues mentioned under sections 4. The SDF document should indicate all cross-boarder issues, challenges and alignment of programmes shared with neighboring municipalities, provinces, and countries.

6.4 Submissions should be in the form of both hard and electronic versions of the SDF. All spatial information collected should be submitted in GIS capable file format (Shape file) for use in a GIS environment. The shape-files must have clear attribute information of the SDF construct and its purpose, for example a service node shape-file should have an attribute called “description” with the value “service node”. The municipality or the steering committee will comment and send it 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 Challenges and Directives and the conceptual framework section of the SDF. A text box or other mechanisms may be used to provide an explanation, relevant information, or analysis.

6.6 Required 30 hard copies of the SDF document for consultation purposes shall be prepared by the service provider. The copies shall be distributed a week prior to the meeting taking place.

6.7 The Service Provider will be expected to submit Final SDF report, which consists of:

- Textual document (Including all maps) X 30
- Electronic Copies on USB (Including Maps on GIS Capable format (Shape Files) X 3).
- A0 SDF Maps X 05

7. MEETINGS AND PUBLIC PARTICIPATION

7.1 Involvement of key stakeholders is scheduled as follows:

- Project Steering Committee meetings to guide the planning process. Meetings to be chaired by the Local Municipality.

- Mandatory Consultation on Spatial Challenges and Opportunities Phase and Draft SDF with 20 Traditional Authorities.
- At least 2 consultative meetings with the members of the public within the Municipal area to obtain inputs and finalize the SDF.

7.2 Steering Committee meetings will held physical at least once per phase, only follow up meetings and presentation of amended reports can be via MS Teams. Project Leader and two team members will be expected to be present during steering committee meetings.

7.3 The appointed Service Provider **must** avail at least one team member who is fluent with languages mostly spoken within Collins Chabane Municipality.

8. PROJECT DURATION AND COST

- It is expected that the project be completed within a period of Eighteen (18) months effective from the date of appointment.
- The total amount of the project includes transport and accommodation.
- Due to the urgency of the project, it is critical that timeframes are strictly adhered to. Financial penalties may be imposed for any delay or non-compliance with time and quality requirements.
- The retention of 10% will be paid once proof of the adopted SDF has been submitted.
- Monthly approved reports (per phase) will be forwarded by the service provider to the municipality. The service provider will be required to report via a written and electronic report.

9. MANDATORY REQUIREMENTS

9.1 **Failure to submit or attach to the following requirements with the proposal will disqualify the bidder's proposal.**

9.1.1 Compliance with all Tax Clearance requirements. Attach Valid Tax Clearance Certificate/ Compliance tax Pin issued by the South African Revenue Services (SARS). Where Consortium/joint ventures/sub-contractor are involved each party to the association must submit a separate Valid Tax Clearance Certificate/Pin.

9.1.2 A resolution authorizing a particular person to sign the bid documents. In cases of a joint venture, each company/entity must submit a separate resolution authorizing a particular person to sign the bid documents, including a consolidated resolution letter on behalf of the joint venture.

a) In the case of a **ONE PERSON CONCERN** submitting a tender, this shall be clearly stated on the company letter head.

b) In the case of a **COMPANY** submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.

c) In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.

d) In the case of **PARTNERSHIP** submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender.

e) In the case of **JOINT VENTURE** submitting a tender, must include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.

9.1.3 Bidder must submit fully completed Standard Bidding Documents (SBD) forms.

9.1.4 The project leader to be professionally registered with the statutory body (SACPLAN) as a Professional Planner (attach certified copy of valid certificate).

9.1.5 Bidders are required to be registered on the Central Supplier Database (CSD) and the Department of Land Reform and Rural Development (DLRRD) shall verify the Bidder's tax compliance status through CSD.

9.1.6 A briefing session will be held, time and date will be determined.

10. RELEVANT SKILLS AND EXPERIENCE

10.1 The project requires a service provider with a Project Team Leader who is qualified as a Town and Regional Planner, registered with SACPLAN as a Professional Planner in terms of the Planning Profession Act, 2002 (a copy of valid registration certificate is to be attached). The

Project Team Leader should have a minimum of 10 years of experience post registration with expertise in managing and coordinating various projects and teams.

10.2 It is important that the proposed team of experts cover a range of disciplines and experience including town Planning, environmental planning and management, infrastructure planning, socio-economic analysis, agricultural economics, economic geography, agronomy, sociology, development planning, Geographic Information Science, Property Management, Spatial econometrics and project management.

10.3 The successful service provider will also be expected to have an understanding of, and experience in, the various applicable spatial planning legislation for the areas and as well as various rural development. The service provider will be expected to interact with a variety of stakeholders as well as good research, report writing, and presentation skills.

10.4 The utilisation of technology to gather information is a key aspect of the expected outcomes of the project.

10.5 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 where required.

10.6 The service provider must submit a list of people who will be **directly** involved in the project containing, among other things, names, qualifications, and their experience. This should clearly indicate what roles each team member will play.

10.7 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 DLRRD. It is expected that the **team leader** will be available for all PSC meetings where he or she will present in detail, the deliverables.

11. INFORMATION GATHERING

11.1 The successful service provider is expected to make contact with all the relevant GIS, Planning and any other officials, within the local and provincial spheres of government to obtain relevant information that are required for the project. Existing information on SDFs which are available within the municipality will be made available to the successful service provider.

11.2 In an event where the service provider needs a letter to confirm the motive of requesting information from the different spheres of government or parastatals, the municipality will provide such a letter.

12. TERMS AND CONDITIONS OF THE BID

12.1 General

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

12.1.2 The DLRRD and the successful service provider will sign a Service Level Agreement upon appointment in respect of the deliverables of the project.

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

12.1.4 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 DLRRD and the Collins Chabane Local Municipality or where duly authorized to do so in writing by the DLRRD.

12.1.5 **Copyright in respect of all documents and data prepared or developed for the purpose of the project by the service provider shall be vested in DLRRD.**

12.1.6 The successful service provider agrees to keep all records and information of or related to the project confidential and to not disclose such records or information to any third party without prior written consent from DLRRD.

12.1.7 DLRRD reserves the right to terminate the contract in the event that there is clear evidence of non-performance and non-compliance with the contract.

12.2 Format of Proposal

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

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

13. FINANCIAL PENALTIES

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

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

13.2 Payments will be made only for work performed to the satisfaction of Department of Land Reform and Rural Development (DLRRD) and Collins Chabane Local Municipality.

13.3 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.

13.4 Original invoices to substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project, for what purpose those hours were spent and to what extent the objectives were achieved. No copies or e-mailed invoices will be processed.

13.5 A pricing schedule, submitted on a separate sheet from the technical proposal for ease of evaluation. The pricing schedule should include the following:

- The names of the persons nominated to be used on the project;
- The number of hours allocated to each nominated person for the duration of the project;
- The hourly tariff applicable to each nominated person;
- All monetary amounts must be in South African Rand;
- Disbursements must be indicated separately and inclusive; and
- VAT must be included.

14. UNDUE DELAY REMEDIES

14.1 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:

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
Phase 1: Inception report /project start up	**10%**	10%	25%	50%	75%	100%
Phase 2: Policy Context and Vision Directives	**10%**	10%	25%	50%	75%	100%
Phase 3: Spatial Challenges and Opportunities	**25%**	20%	40%	60%	80%	100%
Phase 4: Spatial Proposals	**20%**	20%	40%	60%	80%	100%
Phase 5: Implementation Framework	**10%**	10%	25%	50%	75%	100%
Phase 6: Final MSDF	**15%**	10%	25%	50%	75%	100%
Retention (Adoption)	***10%***					

15. RETENTION

15.1 DLRRD shall retain 10% of the total project cost that will be paid after the adoption of the SDF by Council.

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 Director SPLUM are due to reasons attributable to the service provider during any phase of the project shall be borne by the service provider.

17. REPORTING AND ACCOUNTABILITY

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

17.2 All information captured and or used to generate the outputs of the project remains the property of the municipality and must be handed over in its totality when the project is closed. The municipality will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the course of the project becomes part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and the Municipality. This

agreement must be reached and signed off together with the project plan before the project commences.

17.3 The project will be signed off by the Project Manager when:

- all the end products (refer to list) have been delivered,
- a formal presentation has been made to the Council, and
- The Municipality is satisfied that all requirements have been met.

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

18. EVALUATION CRITERIA

18.1 Only responsive tenders, i.e. fulfilling mandatory requirements as per clause 9 of this document, will be evaluated.

18.2 The tender evaluation method to evaluate all responsive tenders, the tender offers will be method 2, i.e. price, preference, and specification/evaluation.

18.3 Apply the 80/20 preference point system where a maximum of Eighty (80) tender adjudication point be awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2017.

18.4 Proposals will be evaluated in two phases. In the first phase, the bid documents will be evaluated individually on separate score sheets, by a representative evaluation panel according to the evaluation criteria indicated in these Terms of Reference. All Service Providers who will score less than seventy (60) out of one hundred (100) points for functionality will not be considered further.

First Stage - Evaluation in terms of Functionality

18.5 The following Quality (functionality) Criteria set out in Table below will be used in the evaluation of the tenders regarded as being responsive.

POINTS ALLOCATION

<table>
<tr><th>CRITERIA</th><th>GUIDELINES FOR CRITERIA APPLICATION</th><th>WEIGHTS</th></tr>
<tr><td rowspan="3">1.

RESOURCES (Key Personnel)</td><td>• Team leader must hold a formal tertiary qualification, Registered as a Professional Planner with SACPLAN with a minimum ten (10) years' experience and expertise in managing and coordinating a multi-disciplinary project (Project management skills within the spatial planning environment); (Attach certified copies of qualifications and a CV clearly indicating relevant skills, knowledge, a minimum of ten (10) years post qualification experience, qualifications and valid SACPLAN registration must be attached)

<table>
<tr><td>Very Poor (score 0)</td><td>Professional town planner with Less than 4 years' experience</td></tr>
<tr><td>Poor (score 1)</td><td>Professional town planner and 4-6 years' experience.</td></tr>
<tr><td>Average (score 2)</td><td>Professional town planner and 7-9 years' experience.</td></tr>
<tr><td>Good (score 3)</td><td>Professional town planner and 10-12 years' experience.</td></tr>
<tr><td>Very Good (score 4)</td><td>Professional town planner and 13-14 years' experience.</td></tr>
<tr><td>Excellent (score 5)</td><td>Professional town planner and 15 years and above experience.</td></tr>
</table></td><td>15</td></tr>
<tr><td>• Composition of technical team to be utilized in the execution of the project; (CV's clearly indicating relevant skills, knowledge, a minimum of five (5) years post qualification experience, qualifications and registration by each team member must be attached) Town Planning; environmental planning and management, infrastructure planning, socio-economic analysis, agricultural economics, economic geography, agronomy, sociology, development planning, Geographic Information Science, Property Management, Spatial econometrics and project management.

<table>
<tr><td>Very Poor (score 0)</td><td>Skills provided are not in line with the qualification required and experience is less than what is required.</td></tr>
<tr><td>Poor (score 1)</td><td>Of all the skills required only 2 qualifications are part of the package and each member has experience of 5 years or more.</td></tr>
<tr><td>Average (score 2)</td><td>Of all the skills required only 4 qualifications are part of the package and each member has experience of 5 years or more.</td></tr>
<tr><td>Good (score 3)</td><td>Of all the skills required only 5 qualifications are part of the package and each member has experience of 5 years or more</td></tr>
<tr><td>Very Good (score 4)</td><td>Of all the skills required 6 -7 qualifications are part of the package and have experience of 5 or more years</td></tr>
<tr><td>Excellent (score 5)</td><td>8 and above listed qualification are part of the package and have experience of 5 or more years</td></tr>
</table></td><td>15</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td>2.
CAPABILITY OF THE COMPANY

(Proof of</td><td>Experience, with reference letters for the following key areas serving as proof attached:</td><td></td></tr>
<tr><td></td><td>Spatial development planning (thorough knowledge and expertise of Spatial Planning; Spatial Development Framework (SDF) and Precinct Plans (knowledge and experience). Bidder(s) to attach a list of contactable references with reference letters with client letter</td><td>20</td></tr>
</table>

experience must be clearly and distinctly indicated)	***heads).*** Very Poor (score 0): No knowledge and experience. Poor (score 1): Spatial development planning: Proven Spatial Development Framework (SDF) and Precinct Plan knowledge with experience of 1 - 2 projects. Average (score 2): Spatial development planning: Proven Spatial Development Framework (SDF) and Precinct Plan knowledge with experience of 3 - 4 projects. Good (score 3): Spatial development planning: Proven Spatial Development Framework (SDF) Precinct Plan knowledge with experience of 5 - 6 projects. Very Good (score 4): Proven Spatial Development Framework (SDF) and Precinct Plan knowledge with experience of 7 - 9 projects. Excellent (score 5): Spatial development planning: Proven Spatial Development Framework (SDF) Precinct Plan knowledge with experience of 10 projects or more.	
	• Rural development planning experience. Experience in working with traditional authorities on planning and development related matters. Very Poor (score 0): The tender failed to provide proof of what is required as per criteria Poor (score 1): At least 1 Rural development Plan/District Development Model developed. No proof of working with traditional authorities on planning and development related matters provided in the **form of a reference letter.** Good (score 3): At least 3 Rural detailed Plans developed. The information has been clearly articulated with proof of traditional authorities have been provided in the **form of a refence letter.** Excellent (score 5): At least 5 Rural detailed Plans and Implementation Plans developed. Experience In working experience with working with traditional authorities on planning and development related matters provided in the **form a refence letter.**	**5**
	• Geographic Information Science (remote sensing, spatial modeling, spatial analysis, advanced cartography and advanced data analytics). List of projects or client supported provided as proof. Very Poor (score 0): No proof of experience attached or provided Poor (score 1): The information required not clear **(Proof of experience must be clearly and distinctly indicated):** Geographic Information Science (spatial modeling, spatial analysis, advanced cartography and advanced data analytics Average (score 2): The service provider information omits relevant activities and not in detail **(Proof of experience must be clearly and distinctly indicated):** Geographic Information Science (spatial modeling, spatial analysis, advanced cartography and advanced data analytics Good (score 3): The service provider has provided 3 activities with regard to the experiences required **(Proof of experience must be clearly and distinctly indicated):** Geographic Information Science (spatial modeling, spatial analysis, advanced Cartography and advanced data analytics Very Good (score 4): The service provider has provided all 4 experiences required as per the terms of reference **(Proof of experience must be clearly and distinctly indicated)** Geographic Information Science (spatial modeling, spatial analysis, advanced cartography and advanced data analytics Excellent (score 5): The service provide has provided **(5 or more activities)** experiences than required as per terms of reference **(Proof of experience must be clearly and distinctly indicated):** Geographic Information Science (spatial modeling, spatial analysis, advanced cartography and advanced data analytics & drone technology	**5**
3. METHODOLOGY AND PROJECT MANAGEMENT	• A broad overview of approaches and methodologies that may be employed to tackle these specific assignments. An example of such methodology and project management must be attached thereto, together with a project plan. Very Poor (score 0): The tender has failed to address the question and not provided the milestones Poor (score 1): Methodology and project management approach is confusing and not clear	**30**

	Average (score 2)	Methodology and project management approach have been provided but no detailed project plan		
	Good (score 3)	Methodology and project management approach have been provided with a detailed project plan		
	Very Good (score 4)	Sound methodology and project management approach have been provided with a detailed project plan with clear milestone and deliverables		
	Excellent (score 5)	Sound methodology and project management approach have been provided with a detailed project plan, clear milestone, and deliverables. Consultation and communication plan included		
4. PROJECT PLAN	• A clear project plan with activities and time frames.		**10**	
	Very Poor (score 0)	No project plan provided.		
	Poor (score 1)	The project plan provided without clear activities and time frame.		
	Average (score 2)	Methodology and project management approach have been provided but no detailed project plan		
	Good (score 3)	A clear project plan with clear activities and time frame.		
	Very Good (score 4)	A sound and detailed project plan with clear milestones and deliverables.		
	Excellent (score 5)	Sound and clear project plan with clear milestone and deliverables. Consultations clearly depicted on the project plan.		
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100				

The proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All service providers who scored less than **60 out of 100 points** for functionality will not be considered further and considered to be non-responsive. This means that such bids will not be evaluated on the fourth stage (80/20) Preference Point System as prescribed in the Preferential Procurement Regulations 2022).

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

18.6. The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid, as indicated in the table below (next page). The lowest acceptable bid will score 80 points for price and maximum of 20 points to Specific goals.

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

18.7. Bidders who wish to claim points in terms of SDB 6.1 need to provide proof for each point claimed as guided below:

- Who had no franchise in national elections before the 1983 and 1993 Constitution **– attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity**.
- Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity**.
- Who has a disability – **attach doctor's letter confirming the disability**
- Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

Specific goals for the tender and points claimed are indicated per 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)**
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

19. OUT CLAUSE

19.1 DLRRD reserves the right to appoint or not to appoint a service provider, at the sole discretion of the Department.

19.2 DLRRD reserves the right to terminate the contract if there is clear evidence of non-performance.

20. CAPACITY BUILDING AND SKILLS TRANSFER

20.1 The municipality considers skills development as an integral part of the outsourcing process. The process should ensure that skills development and transfer is achieved within the municipality. The service provider must submit a detailed skills development plan that will also be monitored by the project steering committee per phase and the skills transferred should be submitted together with the final phase.

21. TABLE 1: BILL OF QUANTITIES

PHASES	%PAYABLE	TIMEFRAMES	SUBMISSION/ OUTPUT
Phase 1: Inception report /project start up	10%	2 months	FINAL REPORT
Phase 2: Policy Context and Vision Directives	10%	2 months	FINAL REPORT
Phase 3: Spatial Challenges and Opportunities	25%	4 months	DRAFT & FINAL REPORT
Phase 4: Spatial Proposals	20%	3 months	DRAFT & FINAL REPORT
Phase 5: Implementation Framework	10%	3 months	FINAL REPORT
Phase 6: Final MSDF	15%	3 months	FINAL REPORT
Retention (Adoption)	***10%***	1 months	APPROVED SDF
Total	100%	18 Months	

21.1 PUBLICATION

- **E-tender portal**
- **21 days departmental website**

22. CONTACT PERSONS

Query	Name	Contact Details
Technical	Mr LE Baloyi	(015) 495 1888 or 0718788322 lawulani.baloyi@dlrrd.gov.za
Bid related	Ms D Mongwai	(015) 495 1703 daisy.mongwai@dlrrd.gov.za