

PART A INVITATION TO BID

| | | | | | |
|--|---|---------------|---|--|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | RQ-019857 | CLOSING DATE: | 20 OCTOBER 2023 | CLOSING TIME: | 11:00AM |
| DESCRIPTION | TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP A LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR ENOCH MGJIMA MUNICIPALITY IN EASTERN CAPE PROVINCE | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT, 15 COUTTS STREET, OCEAN TERRACE - BLOCK H, QUIGNEY, EAST LONDON, TENDER BOX SITUATED AT THE GROUND FLOOR OR EMAIL THE QUOTATION ON THE EMAIL PROVIDER BELOW. | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Ms Babalwa Lengisi | | CONTACT PERSON | Mr Andile Cekiso | |
| TELEPHONE NUMBER | 043 701 8100 | | TELEPHONE NUMBER | 043 722 0532 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | babalwa.lengisi@dalrrd.gov.za and victor.gazi@dalrrd.gov.za | | E-MAIL ADDRESS | Andile.Cekiso@dalrrd.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 OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |

**PART B
TERMS AND CONDITIONS FOR BIDDING**

| | |
|---------------------------------------|---|
| 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, 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:

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 |
|-----------|-----------------|---------------------------|
| | | |
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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.

SBD4

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of bidder |

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

1. DEFINITIONS

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

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

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

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

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: | |

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 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.



agriculture, land reform & rural development

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Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

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TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP A LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR ENOCH MGJIMA LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE

1 INTRODUCTION

- 1.1 The Department of Agriculture, Land Reform and Rural Development (DALRRD) requires the services of firms or a consortium of suitably qualified firms to develop a wall to wall Land Use Scheme (hereafter referred to as the LUS) for Enoch Mjijima Local Municipality in the Eastern Cape Province
- 1.2 The apartheid spatial planning system has brought challenges which resulted in disempowerment of municipalities to properly deal with development, management and the regularization of land use activities in their areas. This resulted in a differentiated approach used within municipalities to address land use management in different areas of the municipality.
- 1.3 Section 24 of the Spatial Planning and Land Use Management Act, Act No 16 of 2013 (SPLUMA) requires that a Municipality, must after public consultation, adopt and approve a single land use scheme for its entire area within 5 years from the commencement (1st July 2015) of the Act.
- 1.4 The DALRRD has since developed Land Use Scheme Guidelines in 2017 to guide municipalities in developing land use schemes as per the requirements of the SPLUMA. The DALRRD further developed a Model Land Use Scheme framework in 2019 for municipalities in order to facilitate the LUS development process.

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2. PROBLEM STATEMENT

- 2.1 The identified Local Municipality is managed by a plethora of Town Planning/Zoning Scheme Regulations that were promulgated in terms of the outdated/old order Provincial Legislation/Ordinances and that do not make provision for the current land use management challenges.
- 2.2 The current zoning/town planning scheme regulations have made it highly complex for the subject municipality to manage development as it is not in a position to respond to all the development proposals. The zoning/town planning scheme regulations are not sufficiently detailed to provide clear direction on the land use management and the future growth of the various towns and rural areas within the municipality. There is thus a lack of updated land use scheme policy/ guidelines to enable the municipality to function optimally.
- 2.3 There is no alignment between the zoning/town planning scheme, the current Municipal Spatial Development Frameworks (SDF) and other local development plans in the municipality. The current zoning scheme is the legacy of the past racially based land use planning. The existing zoning scheme does not reflect the intentions and concerns of recent land use planning law reforms such as the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013), the Municipal Systems Act, 2000 (Act 32 of 2000), the National Environmental Management Act, 1998 (Act 107 of 1998), the National Heritage Resources Act, 1999 (Act 25 of 1999), etc.
- 2.4 It is critical that land use management ("*control*") is integrally linked to forward planning and addresses the challenges of the municipalities. The Municipal SDF covers a wide range of policies dealing with housing, infrastructure, economic development, provision of social facilities and services to ensure that it is placed on a sustainable development pathway. The introduction of wall-to-wall land use scheme will provide opportunities to consolidate and integrate the various land use related policies and development control systems and place the municipality on more efficient, effective and equitable growth pathway.

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- 2.5 Enoch Mgijima Local Municipality has embarked on various strategic planning processes in response to developmental challenges facing its communities, economies as well as their natural and built environment, for example the Integrated development plans (IDPs) and local economic development plans (LEDs). All of these strategies are geared at medium to long term development process, while the Land Use Scheme would also have an immediate impact.
- 2.6 Enoch Mgijima Local Municipality has unique development challenges that necessitate more integrated, efficient and effective land use management systems that are appropriate and more proactive in their application. Most municipalities in the country that have embarked on this process have focused on:
- Establishing a more direct and immediate link between forward/policy planning and day to day land use development control measures; and
 - Establishing a system of land use management in its entirety, from the provision of guidelines, to the processing of the applications; the zoning register; development incentives; approval conditions; etc.
- 2.7 In view of the above, the Enoch Mgijima Local Municipality wish to embark on a process to prepare a single (wall-to-wall) land use scheme for its municipal area in accordance with the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013). The Land Use Scheme should take into account various aspects such as integration, topography, infrastructure, environmental concerns, existing and future developments. The Land Use Scheme will have direct impact on property values, business development and ultimately rates income for the municipalities. The Land Use Scheme should introduce uniform and development facilitation land management system that should form the basis for sustainable development in the municipality for a long-term period.

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3. PURPOSE AND OBJECTIVE OF THE PROJECT

- 3.1 The objective of this project is to assist the municipality to develop a simplified and yet comprehensive single land use scheme to ensure the orderly and harmonious development of the municipal area without sacrificing the natural environment.
- 3.2 To develop a Land Use Scheme that will give effect to and be consistent with the municipal SDF and determine the use and development of land within the municipal areas to promote economic growth, social inclusion, and efficient development and to minimize the impact on public health and natural resources.
- 3.3 In terms of Section 24 of SPLUMA the content of a LUS must:
- Include suitable categories of land use zoning and regulations for the entire municipal area, including areas not previously subject to a land use scheme;
 - Take cognisance of any environmental management instrument adopted by the relevant environmental management authority, and must comply with environmental legislation;
 - Include provisions that permit the incremental introduction of land use management and regulation in areas under traditional leadership, rural areas, informal settlements, slums and areas not previously subject to a land use scheme;
 - Include provisions to promote the inclusion of affordable housing in residential land development;
 - Include land use and development incentives to promote the effective implementation of the spatial development framework and other development policies;
 - Include land use and development provisions specifically to promote the effective implementation of national and provincial policies; and
 - Give effect to municipal spatial development frameworks and integrated development plans.
 - A land use scheme may include provisions relating to:
 - The use and development of land only with the written consent of the municipality;

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- Specific requirement regarding any special zones identified to address the development priorities of the municipality; and
 - The variation of conditions of a land use scheme other than a variation which may materially alter or affect conditions relating to the use, size and scale of buildings and the intensity or density of land use.
- 3.4. The Land Use Scheme must include but not limited to the following components:
- Scheme Regulations setting out the procedures and conditions relating to the use and development of land in any zone;
 - A map indicating the zoning of the municipal area into land use zones; and
 - A register of all amendments to such land use scheme.
- 3.5. The proposed LUS must give effect to the development principles as stipulated in Section 7 of SPLUMA: -
- (i). Spatial Justice;
 - (ii). Spatial Sustainability;
 - (iii). Efficiency;
 - (iv). Spatial Resilience; and
 - (v). Good Administration.
- 3.6. Given the land use management challenges facing municipalities, the following are critical components of a land use management system:
- Legislation, Land Use Policy and Guidelines;
 - Integrated Zoning Scheme and Regulations;
 - Zoning Maps;
 - Assessment and Approval Procedures and Application Forms;
 - Conditions of Approval;
 - Zoning Register;
 - Delegation of Decision-Making (including those relating to removal title deed restrictions);
 - Development Incentives;
 - Enabling Legislation;
 - Reference Manual
- 3.7. The Land Use Scheme must take cognisance and adhere to national and provincial policies and legislation (particularly chapters 5 & 6 of SPLUMA 2013), including, but not limited to **the Municipal Spatial Planning by-laws**, Municipal Spatial Development Framework and Comprehensive 2017 Land Use Scheme Guidelines as published by the department.

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4. PROJECT OUTCOMES AND SCOPE

4.1 The land use scheme to be developed should contain amongst other at least the following:

- i. Categories of land use zoning and regulation for the entire municipal area (scheme clauses and associated maps)
- ii. Provides mechanisms to promote affordable housing and other government housing schemes.
- iii. Provides mechanisms to provide incentives in strategically identified areas to promote economic and spatial justice as principles contained in the municipal spatial development framework.
- iv. Provides systems to deal with managing and regulating both formalities and informalities found with a municipal area.
- v. Transitional measures where necessary to ensure that a municipal land use scheme incorporate all land uses that duly exist and provide mechanism to migrate such land uses and associated rights to the new developed wall to wall scheme.
- vi. Provides mechanisms to link land use rights to the municipal evaluation system and other applicable system that constitute complete land use management system.
- vii. Be consistent with spatial development framework.
- viii. Process of adoption, review and monitoring of land use scheme
- ix. Processes relating to land use scheme enforcement

4.2 The Land Use Scheme adopted and approved in terms of Section 24 of SPLUMA must include at least the following:

- i. Scheme Regulations setting out the procedures and conditions relating to the use and development of land in any zone
- ii. Content of land use scheme
- iii. General Administrative, Powers and Legal effect of the Land Use Scheme
- iv. Maps indicating the zoning of the municipal areas into land use zones; and
- v. A register of all amendments to such a land use scheme

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5. PROJECT DELIVERABLE & CRITICAL MILESTONES

- 5.1 The service provider will develop a comprehensive Inception Report indicating project milestones and deliverables, processes and procedures for LUS development, content of LUS, Legal effect of LUS, etc.
- 5.2 The service provider will be expected to submit a final consolidated report consisting of the following:
- LUS document including zoning register, maps (including 10 x A0 maps focusing on municipal allotments), tables and graphics in hard copy and electronic copy in MS Word format.
 - All maps contained in LUS textual document as electronic image files (JPEG, windows Bitmap, GIF, etc.).
 - All Zoning information used to generate the LUS maps in shapefile format with metadata together with correct and descriptive attribute information as what each LUS construct represents.
 - The LUS must clearly be aligned with SPUMA, Spatial Planning By-Laws and the Municipal SDF.
- 5.3 The following tasks are required (per LUS):
- Assess relevance and implication of existing legislation and proposed policies and guidelines. Once the draft policy directives are in place as derived from municipality’s SDF and other strategy interventions/completed studies, the following tasks are envisaged:

| | List of Activities |
|----------|---|
| 1 | Legislation, Land Use Policy and Guidelines: |
| 1.1 | Assess relevance and implication of existing legislation, Spatial Planning and Land use management Act 16 of 2013, Provincial and Municipal SDF, land use scheme guidelines, Model land use scheme and any other policy. |
| 1.2 | Synthesis and incorporate new policy emerging from the SDF / strategies / IDPs as well as the implications thereof for the Integrated Zoning Scheme and Regulations. Policy gaps should be identified and a brief for these should be prepared for further work. Integration of relevant legislation (NEMA, NHRA, Removal of Restrictions Act, etc.) |
| 2 | Integrated Zoning and Regulations: |
| 2.1 | Compile land use plan in consistence with legislation and guideline |
| 2.2 | The policies emanating from the SDFs should guide and inform the preparation of the LUS. |
| 2.3 | Evaluate LUS in terms of its flexibility and pro-activeness regarding on-going development applications and technology. |
| 2.4 | Evaluate appropriateness of the various LUS definitions |
| 2.5 | Generate extensive graphical illustrations and perhaps tables. Draft Document |

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| | |
|-----------|---|
| 3 | Zoning Maps |
| 3.1 | Assess and evaluate comparative zones for the different areas. Aspects to be addressed include reaching agreement on notation, techniques and overlays and refinement of the zoning maps |
| 3.2 | Digitise maps, preferable in GIS and link to database |
| 4. | Assessment and Approval Procedures and Application Forms: |
| 4.1 | Evaluate and assess existing procedures impacting on LUS in terms of its efficiency and effectiveness. Place emphasis on streamlining the required procedures, avoiding duplication, shortening approvals periods and delegating decision to the lowest possible level. |
| 4.2 | Evaluate and design application forms that eliminate duplication, easy to complete, comprehensive in terms of the approval requirements and as short as possible and link with electronic municipal land use management tool (to be developed by DALRRD). |
| 5. | Conditions of Approval Establish model conditions of approval for different uses and circumstances. |
| 6. | Zoning Register Consider standardising procedures (in terms of their appropriateness). Compile a zoning register if not available. |
| 7. | Development Incentives: Identify mechanisms on how to promote appropriate development and proactively facilitate development process in targeted areas. This should be in terms of the municipality's SDF, LED and other relevant strategies. |
| 8. | Reference Manual Prepare advice and reference manual on how new LUS would function. This must be user friendly with generous use of plain language as well as appropriate graphics and flow chart illustrations. |

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

- General
 - Short Title
 - Area of the Land Use Scheme
 - Status, commencement and validity of the Land Use Scheme
 - Powers of the Council
 - Purpose of the Scheme
 - Component of the Land Use Scheme
 - Transitional Arrangements.
- User Orientation
- Definitions
- Land Use Categories
- Land Use Zones
- Land use/zone matrix
- Management Zones
 - Environmental Management Zones
 - Act 70 of 1970 Management Zones
- Development criteria

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- Scheme and Management maps
- Special mechanisms for special development zones including, but not limited to: Rural areas and special settlement areas; Special site planning areas; Interim site planning areas; and Environmental planning areas.

- Development Regulations
- General Regulations including by-laws and policies
- Planning Administration
- Application procedure
- Application content and format.

5.5 All spatial information collected should be submitted in GIS capable file format (map package or in geo-database format) for use in a GIS. The shapefiles must have clear attribute information that differentiates the SDF construct and its purpose, for example a service node shapefile should have an attribute called “description” with the value “service node”. Metadata for all spatial information should be provided as per the metadata standard ISO 19115 & SANS 1878. Ownership of all metadata, data and spatial information generated and collected from this assignment vests in DALRRD. DALRRD will become the custodian of all spatial information collected.

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

- All maps should be in A4 size in the document
- Maps must be numbered and listed in the page of contents
- All the text in the maps and the legends must be legible
- The same map template / layout must be used throughout the document for sake of consistency
- All maps should have the basic map elements, namely; a title, north arrow, legend, scale bar
- All the features on the map must be explained in the legend
- Symbology and colours must adhere to basic cartographic principles, colour coding,
- All mapping must be developed at an appropriate scale
- Maps in Microsoft Word must have the corresponding Map Document (MXD) ready to be accessed in ArcGIS.

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6. SKILLS REQUIREMENTS

6.1 Companies with individuals with qualifications and extensive experience will be required as detailed in Table 1 below.

6.1.1. A project leader must be registered Town Planner

6.1.2. Other skills are as per the table below;

TABLE 1: SKILLS AND QUALIFICATIONS

| No. | Key Skill Set | Minimum Qualification |
|------------|---|---|
| 1. | Town/Urban/City and Regional Planning Professional (minimum of 2 Town Planners exclusive of Team Leaders) | BSc or BTech in Town/Urban/City and Regional Planning (Registration with SACPLAN as Professional Planner) |
| 2. | Professional Geographic Information (Minimum of 1 GIS practitioner) Practitioner | Registration with SACG as Professional GIS Practitioner |

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

- 6.2 Proven experience and thorough understanding in the following is also required:
- a) Land use management policies and legislation;
 - b) Previous experience in the development of a Land Use Scheme and Spatial Development Framework;
 - c) Previous experience with policy and / or planning work at a municipal Level;
 - d) Research, analytical writing and communication skills.

6.2 In the case of consortium, a letter of commitment from company / everyone is required and must be submitted.

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7. PROJECT PHASES DURATION AND COST

7.1 The project should be completed within 12 months from the time of the appointment of the consultant. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled under Table 3.

TABLE 2: PAYMENT SCHEDULE AND PROJECT PHASES

| Phase | Deliverable | Cost | Timeframes |
|--|---|-------------|-------------------|
| Phase 1: Detailed Inception Report and Communication Plan | Project Plan and Consultation Plan | 15% | 1 Month |
| Phase 2: Data collection and Status Quo on Land Use Rights/Land Audit | <ul style="list-style-type: none"> • Data Collection and Analysis Report • Land Use Rights/Land Audit Report | 20% | 3 Months |
| Phase 3: Land Use Scheme Regulations and Zoning Maps Report | <ul style="list-style-type: none"> • Draft LUS Regulations • Cadastral database of land uses/zoning | 20% | 3 Month |
| Phase 4: Zoning register/ Delegation of decision making/ Development incentives/Evaluation and approval procedures/ Development application forms / Conditions of approvals | <ul style="list-style-type: none"> • Zoning register; • Delegations and incentives report. • Development applications forms • Evaluation procedures and condition of approvals report | 20% | 2 month |
| Phase 5: Consultation | Consultation report and amendments | 10% | 2 months |
| Phase 6: Final Draft Land Use Scheme and Reference Manual | Final Draft Land Use Scheme, Reference Manual and supporting material | 10% | 1 month |
| Retention | Close Out Report | 5% | |
| Total | | 100% | 12 Months |

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8. MANDATORY REQUIREMENTS

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

- 8.1. Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate OR Compliance Tax Status Pin OR Central Supplier Database Number OR Report, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- 8.2. A resolution authorizing a particular person to sign the bid documents (Full completion and signing of LA 1.6 or resolution on company letter head).
- 8.3. Letter of agreement signed by all parties in the case of consortium or joint venture or sub-contractor involved must be provided.

TECHNICAL MANDATORY REQUIREMENTS

- 8.4. The team leader must hold a tertiary qualification in Spatial Planning and be registered with SACPLAN as a Professional Planner: attach a copy of a valid certificate (indicating validity period) or a letter of good standing.
- 8.5. The team composition is to consist of a minimum of:
 - 8.5.1. Two (2) additional Town Planners registered with SACPLAN excluding the team leader (attach a copy of a valid certificates indicating validity period or a letter of good standing);
 - 8.5.2. A Geographic Information Systems/Sciences Practitioner registered with the South African Geomatics Council as Geomatics Professional.
- 8.6. Submission of CVs and certified copies of qualifications and professional registration certificates for each professional person on the team.

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9. CONTENTS OF THE PROJECT PROPOSAL

A clear and concise project proposal covering the aspect listed below as well as responding to the terms of reference is required.

- 9.1 An executive summary of the key issues covered in the Proposal.
- 9.2 A profile of each employee/company to work on the project with clear references to similar and related work undertaken in the past with clear evidence where a person member participated in or managed certain projects in the past which bears relevance to the work at hand. Clear indication of actual roles and responsibilities must be presented with verifiable proof.
- 9.3 General methodology for undertaking work of this nature. The methodology should also indicate the project milestones that will be used to measure the project progress.
- 9.4 Certified copies of all certificates, references, professional registration and related certification for all members of the proposed team must be attached.
- 9.5 Evidential and documentary proof of professional qualification, registration and affiliation. For instance, if a team member claims to be a Town Planner, a copy of the registration with the South African Council for Planners (SACPLAN) is required.
- 9.6 Any other information relevant to the determination of the suitability of the interested bidder for this project should be listed.
- 9.7 The following technical information **must** be submitted with the bid proposal:
 - a) Relevant professional experience of the team leader and core supporting experts;
 - b) Organizational, managerial and technical ability;
 - c) Full CV's of all proposed team members;
 - d) Minimum 3 contactable current and previous client references for 3 different clients;
 - e) Associations and Professional Affiliations of companies and individuals;

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10. INFORMATION GATHERING

- 10.1 **The selected service provider will be expected to make contact with all the relevant officials and units within all spheres of government and other stakeholders of government or any entity holding information relevant to the project to obtain relevant information that will be required for the project when a need arises.**
- 10.2 Existing information, which is available within the DALRRD Branch: Spatial Planning and Land Use Management will be made available to the appointed service provider during the execution of the project.
- 10.3 In the case where a letter to confirm and motivate for requesting information from the different spheres of government or parastatals is required, the Department will provide the requested letter.
- 10.4 **Notwithstanding anything written in these terms of reference, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.**

11. TERMS AND CONDITIONS OF THE BID

- 11.1 Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management general contract conditions.
- 11.2 The successful service provider will be expected to enter into a service level agreement with the Department in respect of the deliverables of the project and will be signed upon appointment

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11.3 Service providers may not be appointed for:

- 1) more than one (1) Land Use Scheme project from the Directorate: SPLUMS
- EC, DALRRD at any moment in time.

- 2) more than 2 projects from the Directorate: SPLUMS - EC, DALRRD at any moment in time.

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

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

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

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

11.4 The service provider should submit an acceptance letter and be available to commence with the project within five (5) days after receiving official order and the service level agreement signed.

11.5 During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to provide a dedicated Project Manager who will organise the progress report meetings and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.

11.6 Project team members must be available for the duration of the project, the service provider is not allowed to change the composition without prior consent of the DALRRD.

11.7 Any deviation from the project plan should be put in writing and signed by the project manager of DALRRD.

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- 11.8 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 11.9 Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 11.10 Financial penalties will be imposed for agreed upon milestones, targets, and deadline not met without providing:
- a) Timely notification of such delays.
 - b) Reasons for the delays.
 - c) Supporting evidence that the delays were outside of the influence of the service provider.
- 11.11 Payment will ONLY be made as per deliverables and upon SATISFACTION of services rendered or good and quality product delivered. Therefore, original invoices submitted for payments must be submitted for payment with relevant supporting documents.
- 11.12 Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.
- 11.13 Original invoices to substantiate all costs must be provided. The invoices should include the Department of Agriculture, Land Reform and Rural Development order number that will be provided to the selected service provider upon acceptance of the proposal.
- 11.14 When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DALRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DALRRD.
- 11.15 The Department reserves the right not to appoint anyone.

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- 11.16 No material or information derived from the provision of the services under the contract may be used for any other purposed except for those of the DALRRD, except where duly authorized to do so in writing by the DALRRD.
- 11.17 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DALRRD.
- 11.18 It is important that the branding of the Service Provider must not be reflected on any official documents and material submitted to the Department as deliverables.
- 11.19 The successful Service Provider agrees to keep confidential all records and information related to the project and not disclose such records or information to any third party without the prior written consent of DALRRD.

12. REPORTING AND ACCOUNTABILITY

- 12.1. All team members must be available for the duration of the project and the service provider is not allowed to change the composition without prior consent of the department.
- 12.2. During the execution of the project, the service provider will be required to submit progress reports and attend meetings at intervals as it will be determined by the project team or steering committee managing the project.
- 12.3. All information captured and or used to generate the outputs of the project remains the property of DALRRD and must be handed over in its totality when the project is closed. DALRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be reached during the course of the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and DALRRD. This agreement must be reached and signed off together with the project plan before the project commences.

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13. EVALUATION CRITERIA

13.1 The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid.

13.2 This bid shall be evaluation in **two** stages. On first stage, bids will be evaluated on functionality, second stage in accordance with 80/20 preference points system as stipulated above.

13.3 First Stage-Evaluation of Functionality

The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality, criteria and values.

| CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | Weight |
|--|---|-----------|
| 1. PROJECT RESOURCES Experience and qualification of key personnel | <p>Team Leader:</p> <ul style="list-style-type: none"> - The Team Leader/Planner must have knowledge and experience of Spatial Planning; Statutory Planning; Spatial Development Frameworks, Land Use Schemes or related laws/policies. - Preferable 10 years' experience or more - Proven Project Management Experience <ul style="list-style-type: none"> • 0 Points = 1-3 Years' Experience • 1 Points = 3-6 Years' Experience • 2 Points = 7- 9 Years' Experience • 3 Points = 10 Years' Experience • 4 Points = 11-15 Years' Experience • 5 Points = more than 15 Years Experience | 10 |
| | <p>GIS:</p> <ul style="list-style-type: none"> - Key member of the team must have proven experience in Spatial Information Sciences (GIS) and be registered with the South African Geomatics Council. - Preferable 10 years' experience or more <ul style="list-style-type: none"> • 0 Points = 1-3Years' Experience • 1 Points = 3-5 Years' Experience • 2 Points = 5-9 Years' Experience • 3 Points = 10 Years' Experience • 4 Points = 11-15 Years' Experience • 5 Points = more than 15 Years' Experience | |

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| CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | Weight |
|----------|---|-----------|
| | <p><u>Composition of team</u> Team with necessary resources & capacity to address every aspect of the project in the development of a LUS. The disciplines and skill sets includes inter alia a minimum of two (2) Planners registered with SACPLAN, each with a minimum of seven (7) years post qualification experience</p> <p><i>(CV's clearly indicating relevant skills, knowledge, a minimum of seven (7) years post qualification experience, qualifications and registration must be attached).</i></p> <p><u>Notes: The requirements for Town Planners below excludes the team leader.</u></p> <ul style="list-style-type: none"> • 0 Point = 2 or more Town Planners with less than 3 years relevant working experience. • 1 Point = 2 or more Town Planners with 3 years relevant working experience. • 2 Points = 2 or more Town Planners with 3 - 6 years relevant working experience. • 3 Points = 2 or more Town Planners with 7 years relevant working experience. • 4 Points = 2 or more Town Planners with 8 - 15 years relevant working experience. • 5 Points = 2 or more Town Planners with more than 15 years relevant working experience. | 10 |
| | <p><u>Composition of team</u> A minimum of three (3) other related professionals in the following Categories: statutory planning (Land Use Scheme/by-laws/Legislation drafting); rural development planning; socio-economic analysis and environmental planning and management</p> <p><i>(CV's clearly indicating relevant skills, knowledge, a minimum of seven (7) years post qualification experience, qualifications and registration must be attached).</i></p> <p><u>Notes: Years of experience is for each individual in the Professional Team excluding GIS</u></p> <ul style="list-style-type: none"> • 0 Point = 1 or less different professional category with less than 3 years relevant experience. • 1 Point = 2 different professional categories with 3 years working experience. • 2 Points = 2 different professional categories with 3 - 6 years relevant experience. • 3 Points = 3 different professional categories with 7 years relevant experience. • 4 Points = 3 - 4 different professional categories with 8 - 15 years relevant experience. • 5 Points = 5 or more different professional categories with more than 15 years relevant experience | 10 |

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| CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | Weight |
|---------------------------------|---|-----------|
| | <p><u>Communications Plan</u></p> <p>–A Comprehensive Communication plan with Traditional Councils (if applicable) and Ward Councillors, Ward Committees and Residents.</p> <p>–Key member to be fluent (Oral & Written) in the official language of the area and must be able to prepare presentations, and present to the relevant stakeholders and communities as required for the duration of the project.</p> <ul style="list-style-type: none"> • 0 Point = No Communication Plan • 1 Points = Poor Communication Plan • 2 Points = Poor Communication Plan & have local language (other than English) speaking person on team. • 3 Points = Adequate Communication Plan & no local language speaking person on team. • 4 Points = Adequate Communication Plan & have local language (other than English) speaking person on team. • 5 Points = Detailed Communications Plan & have local language (other than English) speaking person on team. | 5 |
| 2. BENEFICIAL EXPERIENCE | <p>Representativity and the degree of functionality of the service provider's offices in the Eastern Cape Province (Provide proof of physical address, valid lease agreement and or municipal account or a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated. and all resources-human resource including support staff, equipment to be used e.g. plotters, printers, vehicles, cameras etc must be attached).</p> <ul style="list-style-type: none"> • 0 Point = No Degree of functionality and representativity in the Eastern Cape found • 1 Point= Representativity in the Eastern Cape but no functionality • 2 Points= Representativity in the Eastern Cape with limited functionality • 3 Points= adequate illustration of functionality and representativity in the Eastern Cape • 4 Points= adequate illustration of functionality and representativity in the Eastern Cape with adequate resources • 5 Points = Exceptional illustration of functionality and representativity in the Eastern Cape with exceptional resources. | 20 |

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| CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | Weight |
|--|--|---------------------------------|
| <p>3. CAPABILITY:</p> | <p><u>Company experience:</u> (Attach a portfolio of evidence: a minimum of 3 completion certificates/letters of work successfully completed by the company – the certificates/letters must be duly signed and be on the bidders' Client official letterheads with contact details)</p> <ul style="list-style-type: none"> - Proof of similar work (Land Use Schemes) done by the Company/Firm: <ul style="list-style-type: none"> • 0 Points = No Project • 1 Point = Less than 1 similar projects completed • 2 Points = 2 similar projects completed • 3 Points = 3 similar projects completed • 4 Points = 3-5 similar projects completed • 5 Points = 6 or more similar projects completed | <p align="center">10</p> |
| <p>Experience and Track Record of the Company</p> | <p>A minimum of 5 year's (for the bidding company) experience in Spatial Planning and Land Use Management.</p> <ul style="list-style-type: none"> • 0 Points = No proven experience and knowledge illustrated • 1 Point = Proven experience and knowledge <u>does not meet</u> the requirements as specified in the TOR • 2 Points = Proven experience and knowledge <u>inadequately</u> illustrated • 3 Points = Proven experience and knowledge <u>adequately</u> illustrated • 4 Points = Proven experience and knowledge <u>adequately</u> illustrated and addresses the requirements in the TOR • 5 Points = Proven Experience and Knowledge <u>exceptionally</u> illustrated, addresses the requirements of the TOR and indicated additional value added. | <p align="center">5</p> |
| <p>4. METHODOLOGY AND PROJECT MANAGEMENT</p> | <ul style="list-style-type: none"> - A well-structured methodology and implementation plan (linked to dates, timeframes & outputs) which spells out the detailed aspects of the way the project is to be undertaken and reflected on a Gantt Chart. And a well compiled submission. <ul style="list-style-type: none"> • 0 Points = No Methodology provided • 1 Point = Methodology and propose plan does <u>not</u> outline the requirements as specified in the ToR • 2 Points = Methodology and propose plan <u>inadequately</u> and poorly address requirements in the ToR • 3 Points = Methodology and propose plan adequately address <u>most</u> of the requirements in the ToR • 4 Points = Methodology and propose plan <u>adequately specified all</u> requirements in the ToR and is acceptable for implementation • 5 Points = Methodology and propose plan <u>exceptionally</u> specifies the manner in which the project will be delivered and indicate additional value adds. | <p align="center">5</p> |

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| CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | Weight |
|--------------------------------------|---|------------|
| | <p>–Risk Management: Identifying possible problems that might hinder project delivery and indicate how they will overcome such problems.</p> <ul style="list-style-type: none"> • 0 Points = Risk Management not Illustrated • 1 Point= Risk Management <u>partially</u> identified possible problems and mitigation measures • 2 Points = Risk Management adequately identified possible problems with limited mitigation measures • 3 Points= Risk Management <u>adequately</u> identified possible problems and mitigation measures • 4 Points = Risk Management <u>elaborately</u> identified possible problems and mitigation measures. • 5 Points = Risk Management <u>Exceptionally</u> identified possible problems and mitigation measures. | 5 |
| | <p>List of all other projects currently involved in (project location, duration and project workload) and detail how these will be managed not to affect timelines and quality of deliverables for this project.</p> <ul style="list-style-type: none"> • 0 Points = No indication of current projects status. • 1 Point = current projects list is without detailed plan how time and resources will be utilised not to affect the successful completion of this project • 2 Points= current projects list and proposed plan inadequately and poorly address the requirements for the successful completion of this project. • 3 Points = current projects list and proposed plan adequately address most of the requirements for the successful completion of this project. • 4 Points= current projects list and proposed plan adequately specified all the requirements for the successful completion of this project and is acceptable for implementation. • 5 Points = current projects list and proposed plan exceptionally specifies the manner in which the requirements for the successful completion of this project project will be managed and indicate additional value adds. | 15 |
| TOTAL POINTS ON FUNCTIONALITY | | 100 |

The Bids that fail to achieve a minimum of 60 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on second stage (Preference Points System)

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

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

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

The points scored for price must be added to the points scored for specific goals to obtain the bidder's total points scored out of 100. Bids that achieve the minimum qualifying score for functionality of 60 points out of 100 points will be evaluated further in accordance with the price.

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 | | |

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

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP A LAND USE SCHEME FOR A PERIOD OF TWELVE (12) MONTHS FOR ENOCH MGIJIMA LOCAL MUNICIPALITY IN EASTERN CAPE PROVINCE

14. PROJECT MANAGEMENT WITHIN DALRRD

14.1 This project will be facilitated by a team consisting of officials from the Department of Agriculture, Land Reform and Rural Development (DRLDR), Enoch Mgijima Local Municipality and any other person/s appointed by DALRRD.

15. OUTCLAUSE

15.1. The Department of Agriculture, Land Reform and Rural Development reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.

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

16. PUBLICATION

- e-Tender
- DALRRD Website

17. ADVERT QUOTATION PERIOD

- 10 working days

18. BRIEFING SESSION

- No briefing session

19. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

| Technical Enquiries | Supply Chain Management Enquiries |
|--|---|
| <p>Mr. Andile Cekiso</p> <p>Director: Spatial Planning and Land Use Management-EC</p> <p>Tel: (043) 722 0532</p> <p>Email: ACekiso@dalrrd.gov.za</p> | <p>Mr. Victor Gazi</p> <p>Asistant Director: Demand and Acquisition</p> <p>Tel: (043) 701 8152</p> <p>E-mail: victor.gazi@dalrrd.gov.za</p> |

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20 APPROVAL

These Terms of Reference/ Specifications were approved as follows:

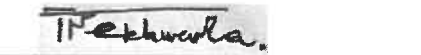
Approved/ ~~not approved~~



MR. ANDILE CEKISO

CHAIRPERSON: BID SPECIFICATION & EVALUATION COMMITTEE

DATE: 2023/10/03



MR. TSHIFHIWA NEKHWEVHA

MEMBER: BID SPECIFICATION COMMITTEE

DATE: 2023/10/03



MS. ANDISWA SPELMAN

MEMBER: BID SPECIFICATION COMMITTEE

DATE: 2023/10/03



MS. AFIKILE MTWA

MEMBER: BID SPECIFICATION COMMITTEE

DATE: 2023/10/03