

K7/3/6/2 (309) 11/12

APPOINTMENT OF SERVICE PROVIDER TO DEVELOP A RURAL MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) FOR A PERIOD OF TEN (10) MONTHS IN THE FREE STATE PROVINCE: TOKOLOGO LOCAL MUNICIPALITY

KINDLY NOTE THAT THERE WILL BE NO BRIEFING SESSION FOR THIS PROJECT.

FOR FURTHER ENQUIRIES:

TECHNICAL ENQUIRIES : Mr. Mfanafuthi Gama / Mr. Sunday Ogunronbi

TEL : 012 312 8113/9665/9371

QUOTE RELATED ENQUIRIES : Mr. Sphiwe Mlangeni

TEL : (012) 312 8369

NB: SERVICE PROVIDERS MUST SUBMIT A SEPARATE QUOTE/PROPOSAL FOR THE MUNICIPALITY THAT THEY ARE RESPONDING FOR.

LA 1.1



rural development & land reform

Department:
Rural Development & Land Reform
REPUBLIC OF SOUTH AFRICA

Directorate: Supply Chain Management, Private Bag X833, PRETORIA, 0001
Sub-Directorate: Acquisition Management: Enq Mr. S Mlangeni: Tel (012) 312 8369; Fax (012) 321 2974

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

QUOTE NUMBER: K7/3/6/2 (309) 11/12

CLOSING TIME: 11H00

CLOSING DATE: 28 OCTOBER 2011

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), LA1.1, LA1.2, LA1.3, SBD1, SBD2, SBD3.3, SBD4, SBD6.1, SBD8, SBD9 and Terms of reference (TOR).
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your quote. Each quotation document must be submitted in a separate sealed envelope stipulating the following information: Name and Address of the bidder, Quotation number and closing date of quote.
5. The quote must be addressed and posted to the Director-General, department of Rural Development and Land Reform, Private Bag X 833, Pretoria, 0001, to reach the destination not later than the closing date and time or must be deposited in the quotation box situated in the entrance of the Department of Rural Development & Land Reform, 184 Jacob Mare street, Old building, Pretoria.

Yours faithfully

SIGNED
S MLANGENI (MR)
DEPUTY MANAGER: ACQUISITION MANAGEMENT (QUOTATIONS)
DATE: 12 OCTOBER 2011

MAP TO QUOTATION BOX (Q BOX)

K7/3/6/2 (309) 11/12

CLOSING DATE: 28 OCTOBER 2011

AT 11:00

**YOU ARE HEREBY INVITED TO QUOTE TO THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF RURAL DEVELOPMENT AND
LAND REFORM)**

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

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

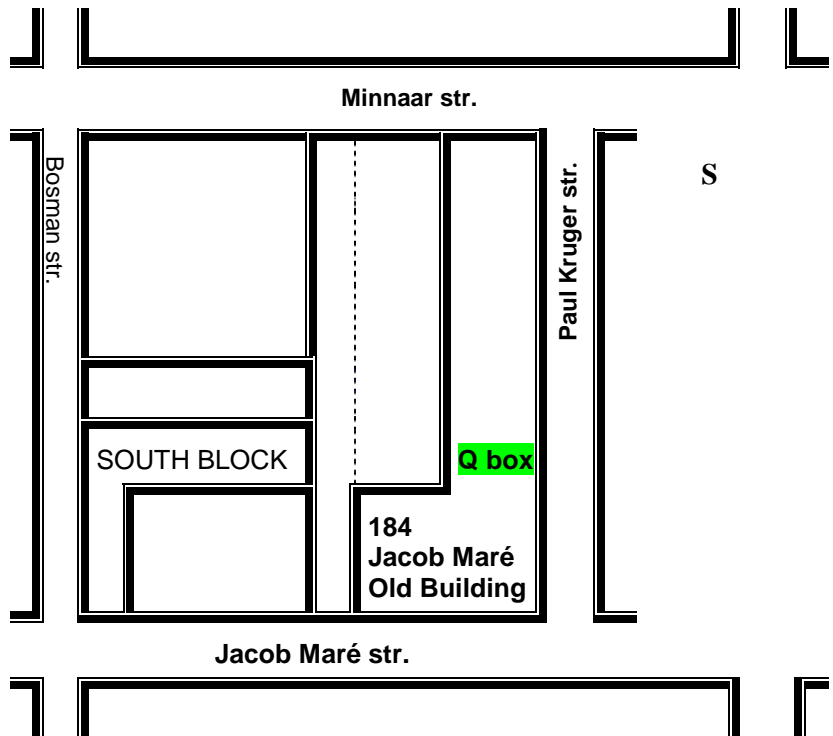
SUBMIT ALL QUOTES ON THE OFFICIAL FORMS – DO NOT RETYPE.

Bid documents may be posted to:

**Director-General
Department of Rural Development &
Land Reform
Acquisition management
(BIDS)
Private Bag x 833
PRETORIA
0001**

OR

The Bid documents may be deposited in
the box which is identified as the
bid box of the Department of Rural
Development and Land Reform
**THE OLD BLOCK 184
JACOB MARE' STREET, PRETORIA,
0001**



**THE QUOTATION BOX OF THE OFFICE OF THE DEPARTMENT OF LAND AFFAIRS IS OPEN 24
HOURS A DAY, 7 DAY A WEEK. THE QUOTATION BOX WILL BE CLOSED AT 11H00 WHICH IS THE
CLOSING TIME OF QUOTES.**

**BIDDERS SHOULD ENSURE THAT QUOTATIONS ARE DELIVERED TIMEOUSLY TO THE CORRECT
ADDRESS**

SUBMIT EACH QUOTE IN A SEPARATE SEALED ENVELOPE

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.

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	<p>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).</p> <p>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.</p>

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

Js General Conditions of Contract (revised July 2010)

INVITATION TO QUOTE

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTEMENT OF RURAL DEVELOPMENT
AND LAND REFORM

QUOTATION NUMBER: K7/3/6/2 (309) 11/12

CLOSING DATE: 28 OCTOBER 2011 CLOSING TIME: 11:00

APPOINTMENT OF SERVICE PROVIDER TO DEVELOP A RURAL MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) FOR A PERIOD OF TEN (10) MONTHS IN THE FREE STATE PROVINCE: TOKOLOGO LOCAL MUNICIPALITY

VALIDITY PERIOD: 90 DAYS

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

QUOTATION DOCUMENTS MAY BE POSTED TO: DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
PRIVATE BAG X833
PRETORIA, 0001

OR

DEPOSITED IN THE QUOTATION BOX SITUATED AT: DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
184 JACOB MARE STREET
PRETORIA, 0001

Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.

The quotation box is generally open 24 hours a day, 7 days a week.

ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS QUOTATION IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE NAME OF BIDDER THAT APPEARS ON THIS FORM MUST 100% CORRESPOND WITH THE COMPANY NAME OR TRADE NAME THAT APPEARS ON THE TAX CLEARANCE CERTIFICATE

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR QUOTATION BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODENUMBER.....

VAT REGISTRATION NUMBER

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/ SERVICES OFFERED BY YOU? YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS QUOTE SIGNED

TOTAL QUOTE PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

NOTE: TOTAL QUOTATION PRICE INCLUSIVE OF VAT MUST BE INDICATED ON THIS PAGE. FAILURE TO INDICATE MAY INVALIDATE YOUR QUOTATION.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

K7/3/6/2 (309) 11/12

**TERMS OF REFERENCE (TOR) FOR
THE APPOINTMENT OF A SERVICE
PROVIDER TO DEVELOP A SPATIAL
DEVELOPMENT FRAMEWORK (SDF)
FOR TOKOLOGO LOCAL
MUNICIPALITY: FREE
STATE PROVINCE.**

PRICING SCHEDULE

SBD 3.3
(Professional Services)

NAME OF BIDDER:BID NO.: K7/3/6/2 (309) 11/12

CLOSING TIME 11:00 ON THE 28 OCTOBER 2011

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

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate rates based on the total cost to the department for completion of each stage and including expenses for the project.

TOTAL BID PRICE (INCLUSIVE OF VAT)

R.....

1. TOKOLOGO LOCAL MUNICIPALITY

TEAM RESOURCES POSITIONS PER 1 ST STAGE	NUMBER OF TEAM RESOURCES	AVERAGE DAILY RATE	NO OF DAYS TO BE SPENT	TOTAL COST
Project Manager		R.....	66 DAYS	R.....
Team Resources		R.....	66 DAYS	R.....
PHASES	% PAYABLE	SUBMISSION/ OUTPUT PER PHASE	TIME FRAME	
Phase 1: 5% of the Startup capital/funds	5% of the total cost	Letter of request from a service provider appointed	1 month	R.....
Phase 2: Issues and Vision	5%		1 month	R.....
Phase 3: Spatial Analysis and Synthesis	20%		2 months	R.....

Phase 4: The Draft SDF: Desired Conceptual Spatial Goal and Development Pattern	30%		2 months	R.....
Phase 5: Achieving Support For The Draft SDF: Public Participation	10%		1 month	R.....
Phase 6: Finalization and Approval	5%		1 month	R.....
Phase 7: Implementation	10%		2 months	R.....
RETENTION	15%	APPROVED SDF		R.....
SUB –TOTAL (Excluding VAT)				R.....
VAT @ 14% (IF APPLICABLE)				R.....
TOTAL COST FOR THE PROJECT(Including VAT)				R.....

SUMMARY OF MUNICIPALITY COSTING	R.....
TOKOLOGO LOCAL MUNICIPALITY	R.....
TOTAL COST FOR THE PROJECT	R.....

N.B Travelling costs will be at the expense of the bidder, bidder's rates should be inclusive of all hidden costs e.g. Administration Fees, Travelling costs etc

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

.....

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT of RURAL DEVELOPMENT AND LAND REFORM
PRIVATE BAG X 833
PRETORIA
0001

Technical Related

Mfanafuthi Gama

Tel:012 312 8113/9665

Fanie Minnie

051 410 5800

Bid Related

Mr S Mangeni

Tel: 012 312 8369

Fax : 012 321 7225

DECLARATION OF INTEREST

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

¹"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1If so, furnish particulars:

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

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

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

PURCHASES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R500 000; and
- the 90/10 system for requirements with a Rand value above R500 000.

1.2 The value of this bid is estimated not to exceed R500 000 and therefore the 80 / 20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS	
(a) Historically Disadvantaged Individuals:	
(i) who had no franchise in national elections before the 1983 and 1993 Constitutions	7
(ii) who is a female	3
(iii) who has a disability	3
(b) Other RDP Goals	
(i) Locality	7
Total points for Price, HDIs and other RDP-goals must not exceed	100

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 (b) above.

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

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

purchaser.

2. GENERAL DEFINITIONS

- 2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.6 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution”); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
- 2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

- 2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

5.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10	
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

Where

Ps = Points scored for price of bid under consideration

Pt = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

6. Points awarded for historically disadvantaged individuals

- 6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 6.5 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. BID DECLARATION

- 7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.

	Ownership	Percentage owned	Points claimed
8.1	Equity ownership by persons who had no franchise in the national elections	%
8.2	Equity ownership by women	%
8.3	Equity ownership by disabled persons*	%

*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

.....

9 DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :
:

9.4 TYPE OF FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

9.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

*Indicate YES or NO

9.9 Consortium / Joint Venture

- 9.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is 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 paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS
2001
PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC PROVINCE**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM SBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

1. Regulation 17(3) (e) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.
2. The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the Province. This includes an enterprise whose head office may be situated in another province, but has established a fully-fledged branch within the Province. Enterprises located outside the borders of the Province and who only appoint agents and/or commission warehouses in the Province are expressly excluded from claiming points for this goal.

SPECIFIC GOAL**POINTS ALLOCATED**

The stimulation of the Provincial economy by procuring locally7.....

3. Preference points may only be claimed by enterprises located within the borders of the FREE STATE Province. (See paragraph 2 above).

4. BID DECLARATION

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

5. POINTS CLAIMED

Bidder to indicate whether the point(s) allocated for enterprises situated within the borders of the Province is/are claimed. ☐ Yes / ☐ No

6. DECLARATION WITH REGARD TO LOCALITY

State full particulars of locality of enterprise as well as that of Head Office:

Address of local enterprise: Physical: Postal:.....

.....

.....

Telephone: Fax:

Address of Head Office: Physical..... Postal:

.....

.....

Telephone: Fax:

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP A RURAL MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (SDF) FOR A PERIOD OF TEN (10) MONTHS: FREE STATE PROVINCE: TOKOLOGO LOCAL MUNICIPALITY

1. BACKGROUND

- 1.1 Section 26 (e) of the Local Government: Municipal Systems Act, No. 32 of 2000 (the “MSA”) requires all municipalities to compile Spatial Development Frameworks (the “SDF”) as a core component of Integrated Development Plans (the “IDP”). Many Municipalities have developed SDFs, either in silos or supported (technically and/or financially) by the Department of Rural Development and Land Reform (DRDLR) or by their respective provinces. Different SDF development approaches were applied depending on who was managing or has been contracted to undertake the project.
- 1.2 In 2010 DRDLR commissioned the development of Comprehensive SDF Guidelines as a response to the current *modus-operandi*. The process of developing the guidelines was extensive and inclusionary. All relevant stakeholders were consulted, and the comments received were instrumental in shaping the final product. These guidelines will form part of the Spatial Planning and Land Use Management Act Regulations in as far as the development of municipal SDFs is concerned. However, these guidelines have not yet been implemented or tested to ascertain their effectiveness in addressing the current challenges and shortcomings with regards to the development processes and the content of the SDF thereof.

2. PROBLEM STATEMENT

- 2.1 The lack of comprehensive guidelines for the development of SDFs left a vacuum in terms of how various institutions have been interpreting the concept. Some SDF documents have been detailed enough to inform decision making while others only provided a broader framework found to be difficult in effectively facilitating implementation of government programmes.

- 2.2 Various shortcomings have been depicted in most of these SDF documents (both the detailed and the broader framework of the document). A mini-audit and evaluation conducted by this Department during 2008 and the National IDP Assessment held every year revealed that many SDF documents produced are not credible, comprehensive and purposeful to redress the current inefficient spatial milieu inherited from the previous apartheid regime. Most SDFs were found to be non-strategic in nature; not giving a clear direction for growth, and not responding to the need for integrated and sustainable development.
- 2.3 The utilization of generic Terms of Reference by DRDLR in 2010 saw a lot of improvement in the content of most of the SDFs. However, issues pertaining to horizontal and vertical alignment of various plans with the SDFs still remain a challenge in most of the SDFs. Consequently, the central and strategic role of an SDF as spatial integrator and coordinator of various government activities and programmes have been slightly compromised. The interrelationship of an SDF, the LUMS and IDP (including sector plans and national strategic directives) is not reflected emphatically, and it is interpreted differently. Implementation and monitoring strategies still need improvement in most of the documents.
- 2.4 Consequently, pre-1994 development traits such as inefficient, impoverished and scattered settlements are still evident across most parts of the rural areas. The poor rural communities are still located far away from places of economic, recreational and educational opportunities. The existing rural towns have limited opportunities and facilities to offer the community they serve. Most SDFs have not effectively addressed the functional interrelationship between rural and urban.
- 2.5 The problem is compounded by the fact that capacity, both to plan and implement plans in the rural municipalities remains a challenge. As a result spatial and economic fragmentation continues to pose major challenges despite the progress made by the government in formulating relevant spatial planning legislations and policies since 1994.

3. THE OBJECTIVES OF THE PROJECT

- 3.1 The main objective of the project is to create credible SDFs that meet the required standards set by the responsible Provincial government through the implementation of the Comprehensive SDF Guidelines developed by DRDLR in 2010. This objective shall be achieved by the development of a rural-specific SDF in the selected municipalities in compliance with the provisions of these guidelines. These Comprehensive SDF Guidelines are therefore a component of these Terms of Reference and provide the necessary details thereof. Practical lessons during the implementation process should be well documented and recommendations made where the guidelines requires improvement. The SDF shall be amended accordingly and made credible.
- 3.2 Compliance with the following provisions of the MSA and the Municipal Planning and Performance Management Regulations, 2001 as provided for in the SDF guidelines is Mandatory:
- development of a Spatial vision and objective of the IDP and the whole municipality;
 - development of a conceptual scenario for envisaged spatial form;
 - development of a Micro-spatial Plan for the core areas;
 - setting out of objectives that reflect the desired spatial form of the rural municipality;
 - contain strategies, policies and plans which must-
 - (i) Analyse the opportunities and constraints within the municipality concerning the heritage, economy, agriculture, environment, infrastructure, tourism and social development;
 - (ii) Delineate the agricultural land that has high potential;
 - (iii) Indicate desired patterns of land use within the municipality;
 - (iv) Identify existing and future land reform projects;
 - (v) Address the spatial reconstruction of the location and nature of development within the municipality including desired settlement patterns; and
 - (vi) Provide strategic guidance in respect of the location and nature of development within the municipality;

- set out a basic framework for the development of a land use management system in the municipality;
- set out a capital investment framework for the municipality's development programs within a prioritisation matrix(Prioritised list of development interventions and spatial locations)
- analysis and clarification of how sector departments will implement the SDF;
- contain a strategic assessment of the environmental impact of the SDF;
- identify programs, interventions and projects for the development of land within the municipality;
- be aligned with the SDFs of neighbouring municipalities; and
- provide a visual representation of the desired spatial form of the municipality, which
 - (i) must indicate where public and private land development and infrastructure investment should take place;
 - (ii) must indicate all cross boarder issues, challenges and alignment of programmes shared with neighbouring municipalities, provinces and countries
 - (ii) must indicate desired or undesired utilisation of space in a particular area;
 - (iii) must delineate the urban edge (in terms of NEMA);
 - (iv) must identify areas where strategic intervention is required; and
 - (v) must indicate areas where priority spending is required.
 - (vi) Identify existing and proposed nodal areas for the development of infrastructure and social services.

3.3 The proposed SDF must give effect to the development principles contained in the Draft Spatial Planning & Land Use Management Bill including:-

- (i) Spatial Justice;
- (ii) Spatial Sustainability;
- (iii) Efficiency;
- (iv) Spatial Resilience; and

(v) Good Administration

- 3.5 4 rural municipalities have been selected in the Free State Province as indicated in Table 1 below. Proposals are requested from suitably qualified and experienced service providers to develop a rural SDF for the identified municipalities in line with the Departments SDF guidelines. One Service provider or a consortium may tender for either one SDF or more SDFs according to capacity, skills and competence.

4. CRITICAL MILESTONES

- 4.1 The following seven critical milestones/phases as stipulated in the Department of Rural Development and Land Reform Spatial Development Framework guidelines shall be achieved by each SDF:
- Phase 1: Start Up
 - Phase 2: Issues and Vision
 - Phase 3: Spatial Analysis and Synthesis
 - Phase 4: The Draft SDF Document
 - Phase 5: Achieving Support for the Draft SDF
 - Phase 6: Finalization and Approval
 - Phase 7: Implementation
- 4.2 Details pertaining to the relevant deliverables for each milestone are contained in the SDF guidelines document. Each service provider is expected to consult the guideline document while preparing the proposals and when executing the project.

5. OUTCOMES AND DELIVERABLES

- 5.1 The SDF should respond to the government strategic priorities (NSDP, PGDS, and PSEDS). It shall demonstrate how job creation in the respective municipalities is facilitated through spatial planning. The end product must contribute positively towards local economic development, sustainable livelihoods in rural areas and poverty alleviation.

- 5.2 The SDF must be both a vertical and a horizontal alignment tool for government-wide activities, plans, policies and legislation. It must be a tool to facilitate structured implementation of programmes, and be an effective decision-making instrument.
- 5.3 Improved Comprehensive SDF guidelines are expected out of the process of formulating each of the SDFs:
- 5.4 All objectives of the project as stipulated in this Terms of Reference should be met. A document with clear deliverables is expected, and should be moulded around what is stipulated under Section 4. The SDF documents should indicate all cross-broader issues, challenges and alignment of programmes shared with neighbouring municipalities, provinces and countries.
- 5.5 Submissions should be in the form of both hard and electronic versions of the SDF. All spatial information collected should be submitted in GIS capable file format (shape-files, layer files, mxd files) for use in a GIS environment. The shape-files must have clear attribute information that differentiates each SDF construct and its purpose, for example a service node shape-file should have an attribute called “description” with the value “service node”. The project steering committee (including municipality and DRDLR officials) will comment on the SDF and send them to the service provider for amendment purposes.
- 5.6 It is recommended that more visual representation (maps, graphics and photographs) form the bulk part of the spatial analysis/current reality and the conceptual framework section of the SDF. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.
- 5.7 Required copies of the SDF document for consultation purposes shall be prepared by the service provider. The copies shall be distributed a week prior to the meeting taking place.
- 5.8 The Service provider would be expected to submit a final consolidated report which consists of:
- SDF textual document including all maps, tables and figures in both hardcopy

(printed) and softcopy (electronic as MS word document); A0 Draft SDF Plan, a separate Executive Summary Document and a public participation report.

- All maps contained in SDF textual document as electronic image files (eg. JPEG, windows Bitmap, GIF, etc.);
- All spatial information used to generate the SDF maps in shapefile (GIS Metadata) format together with correct and descriptive attribute information as to what each SDF construct represents.

6. PROJECT DURATION AND COST

6.1 It is expected that the project be completed in a period of 10 months effective from the date of appointment. 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 2.

6.2 Due to the urgency of the project it is critical that timeframes are strictly adhered to. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

TABLE 2: PROJECT COST AND TIME FRAME

PHASES	% PAYABLE	TIME FRAMES	SUBMISSION/ OUTPUT
Phase 1: Start Up	5%	1 month	FINAL REPORT
Phase 2: Issues and Vision	5%	1 month	FINAL REPORT
Phase 3: Spatial Analysis and Synthesis	20%	2 month	DRAFT & FINAL REPORT
Phase 4: The Draft SDF: Desired Conceptual Spatial Goal and Development Pattern	30%	2 month	DRAFT & FINAL REPORT
Phase 5: Achieving Support For The Draft SDF: Public Participation	10%	1 month	FINAL REPORT
Phase 6: Finalization and Approval	5%	1 month	FINAL REPORT

Phase 7: Implementation	10%	2 month	DRAFT & FINAL REPORT
RETENTION	15%		APPROVED SDF
Total	100%		

- 6.3 An amount for the final draft is payable upon ratification by the Department as well as by the mayoral committee /EXCO of the affected municipality.
- 6.4 15% retention will be paid once proof of approval of the SDF as part of the IDP by the Municipal Council is provided. Service provider may apply to the department for the retention fee payment in the event that the municipality's council is not functional in that council meetings are not taking place. A formal letter from the municipality that confirms this situation will have to be presented to the department by the service provider.
- 6.5 Monthly reports (per phase) will be forwarded by the service provider to the DRDLR – Directorate Spatial Planning Implementation situated in the Pretoria or respective provincial offices. The service provider will be required to report via a written and electronic report.

7. RELEVANT SKILLS AND EXPERIENCE

- 7.1 Below is a summary of Mandatory requirements:
- Project leader must hold a **tertiary qualification in planning** which is recognised for registration in the category of Professional Planner by the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002 and must be registered with SACPLAN) as a Professional Planner (a Copy of valid certificate and proof of payment of fees is to be attached).
- 7.2 Proof of registration with relevant Organisations, Councils and Institutes such as SACPLAN, ECSA , PLATO and other applicable bodies for all other team members
- 7.3 Skills and abilities required in the team to execute the project include the following:
- Town and Regional / Development Planning;

- Thorough understanding of SDF, strategic planning process, and urban design
- Proven SDF, Precinct / Nodal Plan compilation experience;
- Understanding of the interrelationship amongst the following: social, economic, land use, transport and environmental issues;
- Geography and hands on GIS (at least at Technician Level);
- Project Management;
- Facilitation;
- Research, analytical, writing and communication skills;
- Ability to think strategically; and
- Strategic planning.

7.4 It is therefore recommended that the service provider ensures that people with relevant skills are part of the project. A list of people containing, among other things, names, qualifications and experience who will be directly involved in the project must be submitted. This should clearly indicate what roles each team member will play. A company / team profile containing, among other things, names, qualifications and experience of persons who will be **directly** involved **per** project must be included.

7.5 All team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties. The selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the DRDLR. (It should be the spatial planner and GIS person led by the project team leader who will be attending the steering committee meetings)

8. CAPACITY BUILDING AND SKILLS TRANSFER

8.1. The municipality and DRDLR consider skills development as an integral part of the out sourcing process. The process should ensure that skills development and transfer is achieved within the municipalities and DRDLR. Proposals should indicate how skills development and transfer would be achieved in the municipality and DRDLR.

9. INFORMATION GATHERING

- 9.1 The successful Service Provider is expected to make contact with all the relevant GIS, Planning and required officials and units within the local and provincial spheres of government to obtain relevant information that is required for the project. Existing information on SDFs which are available within the Spatial Planning and Information Office will be made available to the successful service provider.
- 9.2 In the light of the event that the service provider needs a letter to confirm the motive for requesting information from the different spheres of government or parastatals, the Department will provide the requested letter.

However, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.

10. TERMS AND CONDITIONS OF THE BID

10.1 General

- 10.1.1 Awarding of the bid will be subject to the Service Provider's express acceptance of the DRDLR Supply Chain Management general contract conditions.
- 10.1.2 The DRDLR and Service Provider will sign a Services Level Agreement upon appointment.
- 10.1.3. Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department of Rural Development and Land Reform. (Same as 7.4)
- 10.1.4 No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the DRDLR, except where duly authorized to do so in writing by the DRDLR.

- 10.1.5 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DRDLR.
- 10.1.6 The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not disclose such records or information to any third party without the prior written consent of DRDLR.
- 10.1.7 The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance and non compliance with the contract.
- 10.1.8 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.
- 10.1.9 Service Providers will be informed about the outcome of the bid in writing after the bid has been finalized/ adjudicated
- 10.1.10 Service providers that are applying for more than one municipality must make sure that they provide different teams for each municipality.

10.2 Travel and Accommodation

- 10.2.1 Proof of travelling and accommodation expenses should be attached to the invoice (e.g. receipts, log book).
- 10.2.3 Travel by air where it is deemed more practical, shall be limited to economy class and may only be undertaken with the prior written approval of the Project Manager.
- 10.2.4. Actual cost of hiring a car in the A class category between airport of arrival and venue of the meeting, shall be reflected on the invoice.
- 10.2.5. In using private vehicles, claims are limited to the tariff laid down from time to time by the Department of Transport for 'A' category vehicles. (Distance

between Service Provider's office and home is viewed as private kilometres).
Need to be specific in terms of the size engine e.g. 2 litre.

- 10.2.6. Accommodation shall be limited to three-star accommodation or lower.

10.3 Format of Proposal

- 10.3.1 All proposals are to respond to requirements as per the Terms of Reference

- 10.3.2 All proposals should be clearly indexed and easy to read

11. FINANCIAL PENALTIES

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

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

- 11.2 Payments will be made only for work performed to the satisfaction of the Department of Rural Development and Land Reform (DRDLR). The Project Steering Committee will need to take a resolution concerning the work undertaken by the service provider. This resolution will then be reflected in the minutes of the meeting. The minutes will be submitted as part of the documentation required in order to process payment.

- 11.3 Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

- 11.4 Original copies of invoices to substantiate all costs must be provided. The service provider's invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project, for what purpose those

hours was spent and to what extent the objectives were achieved. No copies, faxes or e-mailed invoices from the service provider will be processed.

11.5 Official telephone and fax calls, including cell phone calls (an itemized billing will be required as proof of official or work related calls).

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

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

13. UNDUE DELAY REMEDIES

13.1 Should it be found that the delay of the project in terms of the agreed time period is unreasonable then for every 5 (five) days or other stipulated time frame there shall be a penalty in terms of percentages which will be deducted from the payment as indicated below:

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
Phase 1: Start Up	5%	10%	25%	50%	75%	100%
Phase 2: Issues and Vision	5%	10%	25%	50%	75%	100%
Phase 3: Spatial Analysis and Synthesis	20%	20%	40%	60%	80%	100%

Phase 4: The Draft SDF: Desired Conceptual Spatial Goal and Development Pattern	30%	20%	40%	60%	80%	100%
Phase 5: Achieving Support For The Draft SDF: Public Participation	10%	10%	25%	50%	75%	100%
Phase 6: Finalization and Approval	5%	10%	25%	50%	75%	100%
Phase 7: Implementation	10%	20%	40%	60%	80%	100%
Retention	15%					
Total	100%					

14. RETENTION

- 14.1 The Department of Rural Development and Land Reform shall retain 15% of the total project cost in the case of late or non-delivery of the council approved SDF.
- 14.2 The service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after milestone due date.
- 14.3 The service provider may apply to the Department for an extension on the delivery date on any milestone – provided that the service provider gives valid reason(s) to the sole satisfaction of the Department.

15. EXTRA WORK

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

16. REPORTING AND ACCOUNTABILITY

- 16.1 During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the project team or steering committee managing the service provider.
- 16.2 All information captured and or used to generate the outputs of the project remains the property of the municipality and the DRDLR, and must be handed over in its totality when the project is closed. The municipality and DRDLR will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the course of the project 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 the Municipality. This agreement must be reached and signed off together with the project plan before the project commences.
- 16.3 The project will be signed off by the Chief Director: Spatial Planning and Information when:
- all the end products (refer to list) have been delivered and (***all deliverables per phase to be approved by the Project Steering Committee***)
 - a formal presentation has been made to the Chief Directorate: Spatial Planning & Information, and
 - the Chief Director: Spatial Planning & Information is satisfied that all requirements have been met.

17. EVALUATION PROCEDURE

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

17.2 The following criteria will also be used in particular as the criteria for appointment of the Service Provider.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. RESOURCES	<ul style="list-style-type: none"> Project team/ resources to be utilized in the execution for the project; 	10	20
	<ul style="list-style-type: none"> Availability to start immediately and carry out the progress on a sustained basis until completion, within the stipulated timeframe; The capacity to complete the project within the specified timeframes; 	5	
	<ul style="list-style-type: none"> Availability of technical and material support to undertake this project. 	5	
2. CAPABILITY <ul style="list-style-type: none"> Qualification Experience and Track Record Competency 	<ul style="list-style-type: none"> Team leader qualification, registration as a Professional town planner (Minimum 5 years of experience) and expertise in managing and coordinating a multi disciplinary project(Project management skills within the spatial planning environment); 	10	35
	<ul style="list-style-type: none"> Qualifications and expertise of the other team members 	5	
	<ul style="list-style-type: none"> Thorough knowledge and expertise of integrated development planning and spatial planning; Proven Integrated Development Plan(IDP) and SDF knowledge and experience; Experience in developing spatial development frameworks and the application of GIS. 	15	
	<ul style="list-style-type: none"> Clear deliverables pertaining to Spatial Planning Policy and Implementation; Understanding of legal aspects in line with Land development. 	5	
	<ul style="list-style-type: none"> Excellent analytical, report writing, presentation, research and communication 	5	
	<ul style="list-style-type: none"> Understanding of the legislative and policy framework with regard to planning Stakeholders analytical skills; Proven ability to communicate effectively with all stakeholders at all levels of society. 	5	

3. METHODOLOGY AND PROJECT MANAGEMENT	<ul style="list-style-type: none"> Proposed Methodology and the implementation plan; Appropriateness of proposed approach and methodology. 	25	45
	<ul style="list-style-type: none"> Proposed skills transfer. 	5	
	<ul style="list-style-type: none"> Proposed Project Management linked to the milestone and timeframe; The degree to which the methodology proposed is sound, professional, realistic and logical. Method and clarity regarding presentation of the final outputs of the project; Programme with clear timelines and output; 	10	
	<ul style="list-style-type: none"> Quality assurance steps indicated; Clear reporting mechanism; Indicators and means of verifying progress 	5	
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100	

17.3 The 80/20 principles will be applied in terms of the Preferential Procurement Policy Framework Act. During phase 2, bidders will be further evaluated based on 80 points for price and 20 points for Historically Disadvantaged Individuals (HDI) as indicated below:

- No Franchise - 07 points
- Female - 03 points
- Locality - 07 point
- Disability - 03 point

18. CONTACT PERSONS

18.1 Technical Enquiries

Mr Mfanafuthi Gama

(A) Director: Spatial Planning Implementation

(012) 312-9665/8113

Mr Stephanus Minnie

(A) Director: Spatial Planning Services – Free State Province

(051) 410 5800

18.2 Supply Chain Management Enquiries

Mr Sphiwe Mlangeni

Assistant Director: BIDS

(012) 312 8369



rural development & land reform

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

PW1423

SUPPLIER MAINTENANCE:

BAS ☐ PMIS ☐ LOGIS ☐ WCS ☐ CONTRACTOR
CONSULTANT ☐

OFFICE:

The Director General : Dept Of Rural Development and Land Reform

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

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

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

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

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

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

Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

First Name:

Surname:

Address Detail

Payment Address

Street Address

Postal Code

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐

Individual

☐

Company

☐

CC

☐

Department

☐

Trust

☐

Other (Specify)

☐

Partnership

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Department Number

23

Account Name

[illegible][illegible]

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Other (Please Specify)

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[illegible][illegible]

Nedbank- Banking Platform under the Client Details Tab

Contact Details

[illegible][illegible]

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[illegible]

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[illegible]

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[illegible]

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NB: All relevant fields must be completed



rural development & land reform

Department:
Rural Development & Land Reform
REPUBLIC OF SOUTH AFRICA

APPLICATION FORM TO REGISTER IN THE DEPARTMENTAL SERVICE PROVIDER DATABASE

SERVICE PROVIDER MANAGER

For any enquiries please contact:

GILBERT SITHOLE

ON

Tel: +27(0)12 312 9863

Tel: +27(0)12 312 9786

Tel: +27(0)12 312 8911 Switchboard

Physical Address

**184 Jacob mare street
Room 100a – first floor
Pretoria**

Postal Address

**Private bag X833
Pretoria
0001**

SMMEs and Historically Disadvantaged Individuals with expertise in these and many more disciplines are particularly encouraged to apply.

1. SECTION ONE: CONDITIONS

- 1.1 Please note that all information will be treated confidentially.
- 1.2 Applications that are incomplete or which are not accompanied by the required documents will be disqualified.
- 1.3 Completed application forms should be posted to or hand delivered at the above mentioned addresses
- 1.4 The Department of Rural Development and Land Reform's Service Provider Database will be used mainly for the purposes of identifying entities that can be approached when price quotations for goods and services are to be invited. The fact that an entity is registered as a supplier does not constitute any contractual relationship between that business and the Department of Rural Development and Land Reform.
- 1.5 For procurement above the financial limit applicable to price quotations, as determined from time to time by National Treasury, the Department Rural Development and Land Reform will normally invite competitive Bids by means of advertisements in the Government Tender Bulletin. The onus is on entities to ensure that they obtain copies of the Bidding documents that are available at the Department of Rural Development and Land Reform when Bids are advertised.
- 1.6 It is the responsibility of a Registered Entity to inform the Department of Rural Development and Land Reform immediately in writing of any changes in the particulars as stated in the application, especially changes in respect of the HDI equity ownership and the SMME status of the entity. Should a contract be awarded to an entity as a result of incorrect particulars on HDI/SMME status of that entity, the Department of Rural Development and Land Reform shall have the right to, in addition to any other remedy that it may have in terms of the Preferential Procurement Regulations, cancel the contract and to claim damages.
- 1.7 The Department of Rural Development and Land Reform reserves the right to cancel the registration of an entity if that entity has given incorrect or false information in the application form or any correspondence relating to the application:

Failed to inform the Department Rural Development and Land Reform of any changes of the particulars as furnished in the application,
Failed to comply with the conditions of any contract that might have been awarded to the entity,
Failed to respond on requests for price quotations.
The entity being blacklisted by National Treasury
Or if the entity has acted in an improper, fraudulent or corrupt manner

SECTION TWO: SUPPLIER DETAIL

REGISTERED NAME:

TRADING NAME:

HOLDING NAME:

COMPANY REGISTRATION NUMBER:

REGISTRATION DATE

INCOME TAX REGISTRATION NUMBER:

VAT REGISTRATION NUMBER:

TELEPHONE NUMBER:

FAX NUMBER:

CELLPHONE NUMBER:

e-MAIL:

Company type: (Mark with an X in the applicable column)

Public Company		Partnership	
Private Company		Individual	
Section 21 Company		Parastatal	
Trust		Non-Governmental Organisation	
Close Corporation		Other (Please specify below)	

If selected other, please specify: _____

SECTION THREE: CONTACT PERSON

Contact Person Full Name:

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Title/ Position:

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Birthday:

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Identity Number:

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ADDRESSES:

Postal Address:

Postal Code:

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Physical Address:

Postal Code:

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CONTACT DETAILS

Telephone Number:

()

Fax Number:

()

Cell phone Number:

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e-Mail:

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SECTION FOUR: SUPPLIER ADDRESSES

Postal Address:

Postal Code:

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Physical Address:

Postal Code:

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ANNEXURE A

GOODS AND SERVICES

Commodities	Tick	Commodities	Tick
Business and Financial Advisory Services		Electrical - Installations, Maintenance & Repair Services	
Finance Systems Designing Services		Plumbing & Drain - Installations, Maintenance & Repair Services	
Chartered Accountants / Auditing Services		Transportation and Removal Services	
Programmers		Welding - Installations, Maintenance & Repair Services	
Network Controllers / Designers & System Auditors		Locksmith - Installations, Maintenance & Repair Services	
Data Capturing Services		Gardening Services	
Town, Region and Integrated Rural Development Planning Services (incl. Township Establishment)		Conveyance Service	
Services with regards to State Land Issues		Land Legal Specialist (incl. Legal Representation of People with Insecure Tenure) Services	
Land & Rural Development & Planning Co-ordinating Services		Legal Drafters and Advisory Services	
Land Development - Engineering Support Services		Notary Services	
Land Participatory Situation Analysis Services		Carpet & Upholstery Cleaning Services	
Geo-Technical Services		Cleaning of Buildings (Exterior) Services	
State Land Audit Services		Cleaning of Buildings (Interior, excl. Deep Cleaning) Services	
Land Surveyor Services		Dry Cleaning Services	
Seminars / Workshops / Conferences and Packages		Laundry Services	
Accommodation Facilities Services		Washing of Walls	
Exhibition Centres / Facilities & Exhibition Support Services		Washing of Windows (Exterior)	
Catering Services		Washing of Windows (Interior)	
Bed and Breakfast		Washing / Cleaning of Vehicles (Pool Vehicles)	
Agricultural & other Land Business Planning (incl. Compilation of Business Plans services)		Auctioneering Services	
Agricultural Consulting Services		Codification / Cataloguing Services	
Agricultural Economist / Agricultural Economic Support Services (incl. Research)		Inspection & Testing Service (incl. SABS-studies, CSIR-studies, Water Analysis, etc.)	

Agricultural, Land & Farm Management Services (Planning, Development and Support) - on-site / off-site		PLAN Drafting Services	
Agricultural Business Planning Services		Storage / Records Management Services	
Agricultural Engineering Services		Veterinarian Services	
Commercial Farm Management Mentoring Services		Change Management Services	
Advertising		Discipline and Grievances Specialist Services	
Franking and Postage Services		Dispute Resolution Specialist Services	
Materials Design & Development Services - Multimedia matter		Employment Equity Specialist Services	
Materials Design & Development Services - Printed matter		Gender Equity Specialist Services	
Mediating Services		HRM & HRD Facilitating Services	
Publishing Services		Human Resource Planning & Assessment Support & Services	
Work Study Expert Services		Organisational Development Services	
Floor Ware Services		Personnel Placement Agencies & Staffing Specialist Services	
General Interior Decorating Services (excl. Floor, wall, window, & upholstery)		Skills Development Expert Services	
Laundry and Upholstery Services		Team Building Facilitation Services	
Wall Ware Services		Training Course Design and Development Specialist Services	
Window Ware Services		DVD-Services: Developing, Copying, Editing, etc.	
Land Reform Programme Management Monitoring & Evaluation Services		Photographic Services: Developing, Enlargements, etc.	
Land Reform Programme Orientation / Facilitation / Community Survey and Scoping Services		Printing & Copying Services	
Land Reform, Restitution, Redistribution & Land Tenure Researchers, Advisors, Analysts and need Assessors		Video-Services: Developing, Copying, Editing, etc.	
Mediation & Conflict Resolution Services with regards to Land Reform, Resttution, Redistribution (incl. Beneficiary Services, Land Rights Enquiries)		Fumigation & Hygiene Services	
Job Related Training Support & Courses		Security: Guarding Services	
Land Reform, Restitution, & Development (eg. Map Aware, Land Registration, etc.) Training		Health & Medical Services	
Project Management Training		Safety: Fire Control Equipment Services	
Public Administration & Public Finance Training		Security: Surveillance & Alarm Services	
Technical Training Support & Courses		Glass & Porcelain Engraving Services	
Training Impact Assessment Services		Metal Engraving Services	

Training Monitoring & Evaluation Expert Services		Plastic Engraving Services	
Training Needs Assessment / Skills Auditing Services		Sign Boards & Poster Manufacturing & Maintenance Services	
Training of Trainer Services		Cell-phone System Services	
Training Programme Management Specialist Services		Land-Line System Services	
University-based Training Support & Courses		Telecommunication Installations, Maintenance & Repair Services	
Property Valuers: Industrial / Development Property Valuing Services		Telephone / Fax / Telegraph / & Telex	
Property Valuers: Residential / Municipal / Urban Property Valuing Service		Agricultural, Farming Business & Natural Resource Support & Training Services	
Claim Verification		Human Resource Management (eg. Behaviour Skills) Training	
Policy Development		Information Technology Training Support & Courses	
Gender Equity Specialist		General Road Transport & Delivery Services	
Seedlings		Office Furniture & Household Removal / Re-location Services	
Fencing		Postal & Courier Services	
Irrigation System		Railway Transport Services	
Live Stock		Transport & Removal of Hazardous Substances	
Ploughs(various Types of equipment)		Property Assessors	
Training (Agricultural training)		Property Valuers: Agricultural & Rural Property Valuing Services	
Water Tanks		Property Valuers: Arbitrators Services	
Water Pumps		Printing, Marketing, Advertising, Digital, Design	
Transactional Advisors		Office Furniture	
Fire, rescue And Safety Equipment		Competency skills	
Boiler, Furnace		Agricultural Support	
Air Purifying Equipment		Tools, Hand And Machine (all)	
Plumbing, Heaters, fuel And Gas Burning Equipment		Batteries	
Water Purification		Machinery Accessories	
Miscellaneous Signs And Accessories		Agricultural Equipment And Accessories	
Storage Tank		Agricultural Supplies	
Communication Equipment And Accessories		Refrigeration, air Conditioning ,air Circulating	
Sound Recording And Reproducing Equipment		Liquid And Gas Conveying Items And Fittings	

Generators And Motors		Strainer And Funnel	
Electrical Insulation And Wires And Brushes		Lubrication And Railing Fittings	
Navigational Equipment		Locks And Handles	
Scales And Balances		General Hardware	
Computer Software And Hardware Accessories		Grinding, Cutting And Sharpening Equipment	
Kitchen And Food Appliances		Caravan, Prefab Houses And Shelters	
Publications, Books And Forms		Scaffolding And Ladders	
Recreational And Sporting Equipment		Building Material	
Cleaning Equipment And Supplies		Labour Saving Devices And Accessories	
Paint, sealer, adhesive And Accessories		Electric And Electronic Components	
Containers And Packaging Supplies		Surveying Equipment	
Optical Equipment And Accessories		Alarm And Security System	
Hire And Service Items		Measure And Test Equipment	
Construction & Earthmoving Equip & Access		Time Measuring Instruments	
Driving school		Training Aids And Devices	
Plumbing Supplies		Stationery	
Land Reform, Restitution, Redistribution & Land Tenure Programme Services		TV, Radio And Musical Equipment	
Institutional & Social Development Services - LR Programmes		Curtains Tents And Flags	
Installations, Maintenance & Repair Services		Clothing	
Land Development Planning Services		Groceries	
Flowers		Hoisting Equipment	
Beverages		Artwork	

MARK WITH X THE PROVINCE YOU WOULD LIKE TO PARTICIPATE IN

1. **EASTERN CAPE** ☐
2. **FREE STATE** ☐
3. **GAUTENG** ☐
4. **LIMPOPO** ☐
5. **KWAZULU NATAL** ☐
6. **MPUMALANGA** ☐
7. **NORTHERN CAPE** ☐
8. **WESTERN CAPE** ☐
9. **NORTH WEST** ☐

COMMODITIES LIMITED TO THREE PER SUPPLIER

Mark with an X next to the relevant goods/services from the list which your company can provide

NB: Entities are free to supply details of any other products or services they render which are not covered by this list.

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LIST OF CONTACT PERSONS FOR DATABASE DEVELOPMENT

	OFFICE	CONTACT PERSON	CONTACT NUMBER	PHYSICAL ADDRESS
1	SSC: Kwazulu Natal	Colleen van Rooyen	033 355 4300	270 Jabu Ndlovu Street, Pietermaritzberg
2	SSC: Eastern Cape	Mzwanele Mjongi	043 743 0087	Block H, Ocean Terrace Quigney East London
3	SSC Western Cape	Nomakhaya Nelani	021 658 6848	Van der sterr Bulding, Rhodes Avenue Mowbray
4	SSC Free State	Wicky Mkhize	051 447 1865	SA Eagle Building,136 Maitland Street BLOEMFONTEIN
6	Northern Cape Provincial Land Reform Office	Clement Makebe	053 830 4015	Corner Knight and Stead Street 6 th Floor New Public Building KIMBERLEY
7	Northern Cape Regional Land Claims Commission	Cecillia Theys	053 807 5700	Corner Knight and Stead Street 11 th Floor,New Public Building KIMBERLEY
8	Mpumalanga Provincial Land Reform Office	Rolph Ngobeni	013-755 3499	Home Affairs Building 4 th Floor Corner of Henshall and Andrew Street NELSPUIT
9	Mpumalanga Regional Land Claims Commission	Pafrey Mawela	013 755 3499	Home Affairs Building,Corner of Henshall and Brander Str. NELSPRUIT
10	Limpopo Provincial Land Reform Office	Patrick Mapye	015 297 3539	Andria Building,Second floor, Corner Schoeman and Rissik Str. POLOKWANE
11	Limpopo Regional Land Claims Commission	Lulama Qupe	015 287 0800	Kagiso House,Corner Schoeman and Rissik Str. POLOKWANE
12	North West Provincial Reform Land Office	Valentia Masia	018 397 9728	Shama Inverment Building 9 Shippard Mafikeng
13	North West Regional Land Claims Commission	Beverly Born	018 392 3080	ABSA Building, Ground floor, Corner Provident and University Drive MMABATHO
14	Gauteng Provincial Land Reform Office	Sagren Naidoo	012 310 6500	9 Bailey Lane, Arcadia PRETORIA
15	Gauteng Regional Land Claims Commission	Ralukia Ntwampe	012 325 3990	9 Bailey Lane, Arcadia PRETORIA
20	National Office Department of Rural development & Land Reform	Gilbert Sithole	012 312 9863	184 Jacob Mare Street Old Building (Room 49) PRETORIA