

BID NO: 5/2/2/1/2025-2026/2 LP

THE APPOINTMENT OF A SERVICE PROVIDERS) TO DEVELOP A LAND PLANNING PROGRAMME
AREA PLAN FOR RAMBUDA TRADITIONAL COUNCIL SITUATED WITHIN THE THULAMELA AND
MUSINA LOCAL MUNICIPALITY, VHEMBE DISTRICT MUNICIPALITY, LIMPOPO PROVINCE

CLOSING DATE: 10 NOVEMBER 2025 @ 11:00

NB: THE WILL BE A COMPULSORY BRIEFING SESSION.

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

DATE: 28 OCTOBER 2025
TIME: 11:00

TECHNICAL ENQUIRIES : Mr Timmy Shilenge
TEL : (015) 495 1891 – 082 577 5570
EMAIL : timmy.shilenge@dlrrd.gov.za

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

**NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19,
THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER
BOX.**

FINANCIAL PROPOSAL – PART 1 OF 2

LA 1.1



**land reform &
rural development**

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

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

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

BID NUMBER: 5/2/2/1/2025-2026/ 2LP
CLOSING TIME: 11H00

CLOSING DATE: 10 NOVEMBER 2025

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 2, SBD 3.3, SBD4, SBD6.1, Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 17 OCTOBER 2025

MAP TO BIDDER BOX (B BOX)

5/2/21/2025-2026/2LP

CLOSING DATE: 10 NOVEMBER 2025 @ 11:00

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

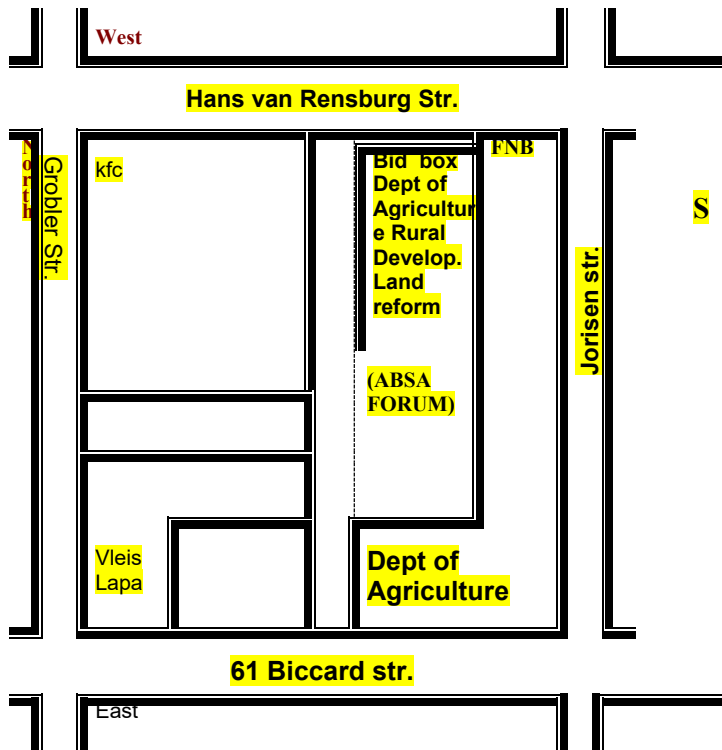
BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

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

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

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

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



**ABSA Building
1ST Floor 70 HANS VAN RENSBURG
POLOKWANE**

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

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

SUBMIT YOUR BID IN A SEALED

ENVELOPE

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

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

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

Js General Conditions of Contract (revised July 2010)

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)					
BID NUMBER:	5/2/21/2025-2026/ 2 LP	CLOSING DATE:	10 NOVEMBER 2025	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDER(S) TO DEVELOP A LAND PLANNING PROGRAMME AREA PLAN FOR RAMBUDA TRADITIONAL COUNCIL SITUATED WITHIN THE THULAMELA AND MUSINA LOCAL MUNICIPALITY, VHEMBE DISTRICT MUNICIPALITY, LIMPOPO DISTRICT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
70 HANS VAN RENSBURG STREET					
1 ST FLOOR					
POLOKWANE					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Daisy Mongwai		CONTACT PERSON	Timmy Shilenge	
TELEPHONE NUMBER	(015) 495 1703		TELEPHONE NUMBER	(015) 4951891or 082 577 5570	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	daisy.mongwai@dlrd.gov.za		E-MAIL ADDRESS	timmy.shilenge@dlrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

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

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

1. DEFINITIONS

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

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.
- 4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.
- 4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.
- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

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

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

- 5.1.1 If yes, indicate:

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:

- 6.2. Company registration number:

- 6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:



SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES: LIMPOPO

106 Hans van Rensburg Street, Empire Place, Suite 5, Polokwane, 0700, Tel (015) 2495 1891/87

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP A LAND PLANNING PROGRAMME AREA PLAN FOR RAMBUDA
TRADITIONAL COUNCIL SITUATED WITHIN THE THULAMELA AND MUSINA LOCAL
MUNICIPALITY, WITHIN A PERIOD OF 12 MONTHS**

1. INTRODUCTION

- 1.1 The Department of Land Reform and Rural Development (DLRRD) requires the professional services of one firm or a consortium of suitably qualified professionals to develop a Land Planning Programme Plan for the Rambuda Traditional Council, situated within the Thulamela and Musina Local Municipality, in the Vhembe District Municipality, in Limpopo Province, in accordance with the Vhembe District Rural Development Sector Plan.

2. BACKGROUND

- 2.1 DLRRD (hereinafter also referred to as 'the Department') is mandated by the President of the Republic of South Africa to champion the Rural Development Programme in the country. To achieve this mandate, the Department is required to develop plans that will address the needs of people who live in extreme poverty and who are subjected to underdevelopment in the rural areas which also fall under traditional leadership.
- 2.2 The National Development Plan (NDP) states that planning and land development processes in the country should not exclude rural areas and should address their inclusion and integration into the spatial, economic, social and environmental objectives of the relevant sphere.
- 2.3 DLRRD in conjunction with all District Municipalities in the country, developed the Rural Development (RD) Sector Plans. The purpose of the RD Sector Plans was to integrate existing national, provincial, and municipal plans, processes, and priorities in order to ensure integrated and sustainable development of the rural space in all provinces. All RD Sector Plans identified rural intervention areas that require socio-economic opportunities to achieve full development potential.

- 2.4 The purpose of this project is to compile a Land Planning Programme (LPP) Area Plan to give effect to the District RD Sector Plan. The plan will guide the implementation of rural development projects within the identified Functional Regions or Intervention Areas in line with the three pillars of the Rural Development Model. The LPP Area Plan will be used as a tool to guide the future rural development course of the area and will provide a framework for multi-sectoral planning and management of the rural space. The LPP Area Plan will also seek to ensure that environmental, social, and economic growth objectives are achieved within the Rural Intervention Area (RIAs).
- 2.5 The project will guide both government and the private sector to plan, budget, and implement rural development programmes in line with the requirements of the LPP Area Plan in an integrated manner which will create a rural economic functional area that will leave a footprint for job opportunities.

3. PROBLEM STATEMENT

- 3.1 Since the beginning of democracy in 1994, rural development has been a key concern for the government. Translating this into practice has, however, proven to be far more difficult than had originally been imagined. The Comprehensive Rural Development Programme (CRDP) promised to address number of delivery challenges relating to identification, initiation, planning, and implementation. Additionally, the CRDP identified monitoring and evaluation processes with extensive stakeholder involvement. However, implementation remained a challenge.
- 3.2 Previously, rural communities relied more on agriculture and subsistence farming for food and income/exchange benefits rather than developing or being supported towards sustainable economic opportunities as a means of reaching economic freedom. Nowadays, rural communities are still characterised by poverty, inequality, limited access to basic social infrastructure, underdevelopment, lack of economic opportunities, fragmented spatial patterns, and environmental degradation.
- 3.3 The majority of rural communities within the Vhembe District Municipality are characterized by high levels of poverty, unequal spatial planning, lack of economic opportunities, and poor access to basic services. This has perpetuated the poverty cycle which needs to be broken.
- 3.4 The inequalities of the past are more pronounced in rural areas since spatial planning and land use management paradigm was practiced limitedly. The character of land

use practices in these areas is still, in most cases, unsustainable with no proper plans in place to manage and guide development aimed at maximising the improvement of livelihoods of the rural communities. As a result, rural areas have been left displaced, segregated, underdeveloped, and impoverished and in most instances, people are left with no option but to travel long distances to places of employment, access to services, and economic opportunities.

- 3.5 Indigenous land use management practices have also been ignored leaving a vacuum in the regulation and management of land. Legislation has made provision for the designation of areas in municipalities where incremental upgrading approaches to development and regulation will be applicable for future more detailed local plans, but this is rarely followed by relevant authorities.

4. THE SCOPE OF THE PROJECT

- 4.1 The project will be guided by the existing LPP Guidelines as well as the **Vhembe** RD sector plan in terms of the priorities of the intervention areas. The study area will be the Zone of Influence of Rambuda Traditional Council. The study area map will be presented during the briefing session at the Offices of the Limpopo Spatial Planning and Land Use Management in Polokwane.
- 4.2 The project will include a Macro-Plan for the whole Rambuda Zone of Influence as well as Micro-Plans of key and strategically located sites/areas.
- 4.3 The LPP Area Plan must consider how urban and rural linkages will be enhanced to the benefit of the study area. Existing planning tools, policies, strategies, and frameworks of both Thulamela and Musina Local Municipality must be taken into consideration and the final product must provide input towards these tools.

5. PURPOSE AND OBJECTIVES OF THE PROJECT

- 5.1 The main objective of the project is to develop a LPP Area Plan for the area within Rambuda Traditional Council Zone of Influence in line with RD sector plan developed for Vhembe District Municipality. It will be known as Rambuda TC Area Plan.
- 5.2 The LPP Area Plan will take into account all of the issues identified within the existing Rural Intervention Area, including its buildings and spaces, land uses, economic activities, sense of place, eco-tourism, basic infrastructure, agriculture and transport networks. An essential aspect of the intervention area planning process is feedback

from the communities on how the areas should evolve. Therefore, the process requires consultation with identified key stakeholders.

- 5.3 The LPP Area Plan will inform interventions by both the public and private sectors in order to facilitate economic growth and development through social, spatial, and economic development or regeneration. The aim is to initiate, stabilize, consolidate and promote agriculture and economic development in the intervention area and to enhance business efficiencies and opportunities as a response to various government initiatives by proposing appropriate land-use interventions or densities within this area.
- 5.4 The LPP Area Plan should also be aligned with other government initiatives, policies, and legislation.
- 5.5 The LPP should identify the opportunities and resources (both underlying/underground and surface) that might benefit the local communities.
- 5.6 The LPP should identify land release mechanisms that are available and/or possible to the traditional councils.
- 5.7 The LPP should study mineral rights issues affecting area under traditional authorities.
- 5.8 Analyse existing land development processes and possibly come up with proposal.
- 5.9 Service Provider to take cognisance of the Land Planning Programme that are completed from other provinces.
- 5.10 Identifying market potential within Rambuda Traditional Area zone of influence.
- 5.11 Service Provider to look at the poverty index and causes/reasons for unemployment rate.
- 5.12 The LPP should look at the conditions of the basic infrastructure and services.
- 5.13 The plan should be in line with the available Guidelines for the development of such plans in rural areas.

6. CHARACTERISTICS OF THE LAND PLANNING PROGRAMME AREA PLAN

- 6.1 The LPP Area Plan should, in terms of the Spatial Development Framework Guidelines (2017), contain sufficient detail to:
 - a) Indicate desired patterns of land use within the area and propose basic guidelines for implementation in line with existing customary land use management practices and guidance.

- b) Identify programmes, projects, and restructuring elements for the development of land within the area.
 - c) Set out a clear implementation plan and the associated costs where applicable.
 - d) Identify where public investment should be prioritised while also identifying third-party investment.
- 6.2 The LPP Area Plan is a spatially explicit area within a municipal area that is made subject to particular administrative arrangements to protect and promote rural and regional landscape values and supporting activities within the rural area. The Rambuda LPP Area Plan boundary must be digitised on the map without necessarily looking at the cadastral maps or proclaimed area, but mainly focusing on the zone of influence.
- 6.3 The LPP Area Plan can be established to protect and promote existing predominant or preferred future dominant land uses and associated ancillary or compatible land uses such as:
- Agriculture
 - Intensive animal production
 - Nature conservation
 - Sport and recreation
 - Forestry
 - Water supply catchments and other supply sources
 - Rural or eco-tourism
 - Extractive resources
 - Combination of compatible land uses in the form of but not limited to transport networks, activity centres, and community facilities.
- 6.4 The LPP Area Plan is a plan that provides a detailed interpretation of a rural space prioritised for intervention according to the RD Sector Plan.
- 6.5 The development of LPP Area Plan must take cognisance of DLRRD's Rural Development Plan Guidelines, legislation that governs spatial planning as well as other policies, and guidelines previously undertaken by DLRRD which may be of relevance such as but not limited to; Spatial Development Framework Guidelines (2017).

- 6.6 The LPP Area Plan cannot be a plan in isolation but must seek to address the integration of sectoral issues towards developing the rural space and its surroundings. The LPP Area Plan may guide or/and inform the municipal Spatial Development Framework.
- 6.7 The LPP Area Plan will take into account all of the issues affecting the intervention area, including its buildings and spaces, land uses, activities, sense of place, and transport network. An essential aspect of the intervention area planning process is feedback from the community on how the area should evolve. An important phase of the intervention area planning process requires consultation with certain stakeholders, which may include the public sectors, community, residents, businesses, and the development industry to determine the best outcome for the area.
- 6.8 The LPP Area Plan will inform interventions by both the public and private sectors in order to facilitate economic growth and development through social, spatial, and economic development or regeneration. The aim is to initiate, stabilize, consolidate and promote economic development in the intervention area and to enhance business efficiencies and opportunities as a response to various government initiatives by proposing appropriate land-use interventions within the intervention area.
- 6.9 The LPP Area Plan should aim to achieve the following key strategic objectives: spatial equity, promotion of sustainable growth and development, contribute towards food security in rural areas, ensure that the land acquired for agricultural purposes is used productively, and contribute towards economic development.
- 6.10 The LPP Area Plan must be aligned to the RD model and must address the following three pillars;
- Identify land tenure, land development and land management issues
 - Identify human settlement situation and associated support infrastructure
 - Identify socio-economic development opportunities
- 6.11 The detailed Situational analysis document for Rambuda Traditional Council should further inform the key identified priorities and characteristics of the LPP Area Plan.

7. CRITICAL MILESTONES

7.1 Each milestone should incorporate the provisions of the Guidelines for the development of the LPP. The following five (6) critical milestones/phases should be included in the development of the LPP Area Plan:

7.1.1 Phase 1: Inception

Outline the project plan in line with the terms of reference of the project and indicate the phases of the project. Establish a Project Technical Team and Steering Committee (PSC) by identifying key stakeholders including the traditional leadership of the LPP Area Plan; the PSC must approve the Inception Report and other Phases of the project. The project plan must include but not be limited to:

- Risk assessment and risk matrix
- Communication plan
- Consultation plan
- Possible dates PSC meetings

Deliverable: Inception Report including a detailed Project Plan with time frames.

7.1.2 Phase 2: Research and Analysis

Analysis of DLRRD Situational Analysis Report and undertake detailed data collection and analysis of the study area to fill-in the gaps. The three pillars of the RD Model, including on-site verification of key existing infrastructure and points of interest, as well as existing land use activities should be considered. Analysis of land use rights and land use management controls, and relevant matters and development issues should be included. Draft proposed area objectives, scope and identified opportunities with proposed intervention area.

The service provider will be expected to undertake targeted consultations with identified key stakeholders in order to inform and confirm the findings. The service provider will be expected to engage traditional leadership throughout the project.

Deliverable: Synthesised research report that include confirmation of the Rambuda TC Zone of Influence.

7.1.3 Phase 3: Draft LPP Area Plan and Implementation Plan

The purpose of this Phase is to prepare the draft LPP Area Plan and a draft Implementation Plan. The draft LPP Area Plan should incorporate the findings of Phase 2 and the informal record of rights (land use and ownership by use of technology). The implementation plan must have details with regard to spatial plans, growth plans, action plan, process plan, timeframes, implementation model or agent, and sectoral priority projects, including a criteria-based priority matrix for future ad hoc projects as and when identified.

The action plan should indicate the relevant stakeholders for each process of implementation and must include timeframes. The process plan should indicate the linkages with other departmental and municipal processes. The implementation plans must also identify agents that will be responsible for implementing the LPP Area Plan. It should present a vision based on shared and agreed objectives based on consultation with the traditional leadership.

Deliverable: First Draft LPP Area Plan and Draft Implementation Plan for the Macro and Micro Plans.

7.1.4 Phase 4: Consultation

Consultation with identified stakeholders and incorporation of inputs from the consultation process. Consultation with the local communities will have to be conducted in a local spoken language in the Traditional Council area

Deliverables:

- i) Consultation Feedback Report (the report should also outline all amendments done effected on the draft LPP Area Plan.
- ii) Revised draft LPP Area Plan and Implementation Plan.

7.1.5 Phase 5: Final LPP Area Plan and Implementation Plans

The final revised LPP Area Plan Report with implementation plan should be prepared, taking into consideration inputs of the PSC in Phase 4. Obtain final approval of the LPP Area Plan from the PSC and the Traditional leadership.

Deliverable: Final LPP Area Plan with Implementation Plan for the Macro and Micro Plans.

7.1.6 Phase 6: Close out process

Deliverable: Closeout Report.

8. PROJECT OUTCOMES AND DELIVERABLES

- 8.1 The service provider should meet all the objectives of the project as stipulated in this Terms of Reference document. A document with clear deliverables is expected and should be moulded around what is stipulated under Section 3 (Problem Statement), 4 (Objective) and 5 (Characteristics). The LPP Area Plan must document the results of technical studies, analyses, and community consultation undertaken during the development of the LPP Area Plan; and demonstrate the consistency of the Functional Regions or RIAs with the Spatial Development Frameworks (SDFs) and the Integrated Development Plans (IDPs) Thulamela and Musina Local Municipality and Vhembe District.
- 8.2 All spatial information collected should be submitted in shapefiles in geo-database formats and all maps in the final document should be accompanied by the corresponding map packages. The shapefiles must have clear attribute information that differentiates the LPP Area Plan construct and its purpose. All attribute data shall be accompanied by appropriate data dictionary. Metadata for all spatial information should be provided as per the metadata standard ISO 19115: 2014 and 2019 & SANS 1878. Ownership of all metadata and spatial information generated and collected from this assignment vest in the DLRRD.
- 8.3 The service provider shall provide a comprehensive product (packages) catalogue and data catalogue.
- 8.4 All data shall be in EPSG 4326- WGS 84 – Geographic Projection or a Gauss Conform Projection/the South African Coordinate Reference System.
- 8.5 Over and above, the GIS data must further meet the following requirements:
- All maps should be in A3 size in the document:
 - Maps must be numbered and listed on the page of contents:
 - The text in the maps and the legends must be legible:
 - The same map template/layout must be used throughout the document:
 - All maps should have the basic map elements, namely; a title, north arrow, legend, scale bar, data source:
 - All the features on the map must be explained in the legend:
 - All mapping must be developed at an appropriate and readable scale and

- All maps in the document must have a corresponding GIS map package and corresponding PDF documents and/or imagery in PNG, JPEG, or GIF formats)
- 8.6 All GIS data to be submitted, must meet the requirements as stipulated at each stage/milestone of the project. The Department reserves the right not to approve any stage of the project if requirements relating to GIS data are not met.
- 8.7 The final LPP Area Plan deliverables must consist of:
- The final document (LPP Area Plan) must be delivered in both hard (10 copies each) and soft copies in both MS Word format & PDF.
 - All soft copies of documents and spatial data shall be delivered in flash drives.
 - Implementation plan, detailing the plan of action and priority projects must form part of the final report. The list of implementation action includes a prioritised list of development interventions and their spatial locations that indicate how the municipalities intend to manage the alignment and implementation with existing Municipal policies, tools and frameworks. This can include both statutory and non-statutory implementation measures. The implementation plan must be focused on delivery towards the three pillars alluded to in Section 5. The implementation plans must also reflect the various DLRRD departmental programmes which are aimed at addressing the three pillars.
 - The final LPP Area Plan must also contain an executive summary (5-10 page glossy report containing the focus and outcomes of the LPP Area Plan) and a project close-out report.
 - The final plan must also be presented on an A0 map(s) of which at least 6 copies be delivered.
 - The final documents must be accompanied by all maps with a corresponding GIS map package and a PDF or PNG or JPEG or GIF
 - An informal Deeds Registry
 - A public participation/stakeholder engagement report where all engagements are recorded.

- 8.8 It is required that visual representation (maps and graphics) form part of the spatial analysis and desired form of the LPP Area Plan. The LPP Area Plan should also be presented to Rambuda Traditional Council, relevant Local Municipalities as well as the Department as part of the final deliverable.
- 8.9 The Department shall reserve the copyright to the final document, all annexures, and derivatives or value-added data and datasets.

9. PROJECT DURATION AND COSTS

- 9.1 The project for the preparation of the LPP Area Plan must be completed within a period of 12 Months effective from the date of appointment. Table 1 below outlines the target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done. The timeframes as outlined in Table 1 may be used as a guideline.

Table 1: Project Cost and Timeframe

PHASES	% PAYABLE	TIMEFRAMES	SUBMISSION/ OUTPUT
PHASE 1 Inception	10%	1 month	Project Plan & Inception Report
PHASE 2 Research and Analysis	40%	4 months	Synthesized research report including confirmation of TC boundary
PHASE 3 Draft LPP Area Plan and Implementation Plan	20%	3 months	1st Draft LPP Area Plan and Implementation Plan
PHASE 4 Consultation and Amendments	10%	2 months	Consultation & Amendments of the Revised draft LPP Area Plan and Implementation Plan
PHASE 5 Final LPP Area Plan and Implementation Plans	10%	1 month	Final LPP Area Plan with Implementation Plan

PHASES	% PAYABLE	TIMEFRAMES	SUBMISSION/ OUTPUT
PHASE 6 Close Out Processes and Retention	10%	1 month	Close Out Report and Submission of final documents per TOR
Total	100%	12 months	

- 9.2 Timeframes must be adhered to. Failure to do so will result in financial implications being imposed for any delay or non-compliance with time and quality requirements.
- 9.3 The amount for the final draft is payable upon approval of the document by the PSC.
- 9.4 Milestone reports are to be forwarded by the service provider to the Department through the project manager as per the agreed terms. The service provider will be required to report by producing both hard and electronic copies. The milestone reports will reach DLRRD offices no later than five working days after each PSC meeting. These reports will constitute 50% of each phase's cost, and non-delivery shall result in the automatic effecting of this penalty.
- 9.5 The tender amount should be inclusive of all disbursements, such as consultation processes and traveling.
- 9.6 Payment will be made on the basis of approved work in progress with a ceiling of 90% of the project cost. The balance (10% retention) of the project cost will only be paid after submission of all deliverables.

10. MANDATORY REQUIREMENTS

- 10.1 **Failure to submit/attach/attend to the following requirements will result in disqualification of the bidder's proposal.**
- 10.1.1 Compliance with all Tax Clearance requirements. Attach Valid Tax Clearance Certificate/ Compliance tax Pin issued by the South African Revenue Services (SARS). Where Consortium/joint ventures/sub-contractor are involved each party to the association must submit a separate Valid Tax Clearance Certificate/Pin.

- 10.1.2 A resolution authorizing a particular person to sign the bid documents. In cases of a joint venture, each company/entity must submit a separate resolution authorizing a particular person to sign the bid documents, including a consolidated resolution letter on behalf of the joint venture.
- a) In the case of a **ONE PERSON CONCERN** submitting a tender, this shall be clearly stated on the company letter head.
 - b) In the case of a **COMPANY** submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.
 - c) In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.
 - d) In the case of **PARTNERSHIP** submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender.
 - e) In the case of **JOINT VENTURE** submitting a tender, must include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.
- 10.1.3 Bidder must submit fully completed Standard Bidding Documents (SBD) forms.
- 10.1.4 The project leader to be professionally registered with the statutory body (SACPLAN) as a Professional Planner (attach certified copy of certificate in good standing (not older than 3 months) from the date of submission).
- 10.1.5 Team member registered with the statutory body (SAGC) as a GIS Professional (attached certified copy of certificate in good standing (not older than 3 months) from the date of submission)
- 10.1.6 Bidders are required to be registered on the Central Supplier Database (CSD) and the Department of Land Reform and Rural Development (DLRRD) shall verify the Bidder's tax compliance status through CSD.

- 10.1.7 The compulsory briefing session will be arranged by the department to be attended by all potential bidders, failure to attend the subject briefing will result to disqualification of the bid.

11. RELEVANT SKILLS AND EXPERIENCE

- 11.1 The project requires a service provider with a Project Team Leader who is qualified as a Town and Regional Planner, registered with SACPLAN as a Professional Planner in terms of the Planning Profession Act, 2002 (a copy of valid registration certificate and a letter of good standing is to be attached). The Project Team Leader should have a minimum of 10 years of experience post registration with expertise in managing and coordinating various projects and teams.
- 11.2 It is important that the proposed team of experts cover a range of disciplines and experience including town planning, agronomy, agricultural economists, environmentalist, GIS.
- 11.3 The successful service provider will also be expected to have an understanding of, and experience in, the various applicable spatial planning legislation for the areas, as well as various rural development and land reform programmes. The service provider will be expected to interact with a variety of stakeholders as well as good research, report writing, and presentation skills.
- 11.4 The utilisation of technology to gather information is a key aspect of the expected outcomes of the project.
- 11.5 The successful service provider will be expected to enter into a Service Level Agreement with the Department in respect of the deliverables of the project where required.
- 11.6 The service provider must submit a list of people who will be **directly** involved in the project containing, among other things, names, qualifications, and their experience. This should clearly indicate what roles each team member will play.
- 11.7 The team leader and selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from DLRRD. It is expected that the **team leader** will be available for all PSC meetings where he or she will present in detail, the deliverables.

12. INFORMATION GATHERING

- 12.1 The responsibility for collecting information necessary for the successful execution of the project lies entirely with the service provider appointed for the project.

13. TERMS AND CONDITIONS OF THE BID

13.1 General

- 13.1.1 The awarding of the bid will be subject to the Service Provider's express acceptance of the DLRRD Supply Chain Management general contract conditions.
- 13.1.2 The DLRRD and the successful service provider will sign a Service Level Agreement upon appointment in respect of the deliverables of the project.
- 13.1.3 Staffing requirements will be identified at the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the DLRRD.
- 13.1.4 No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the DLRRD and the Vhembe District Municipality or where duly authorized to do so in writing by the DLRRD.
- 13.1.5 **Copyright in respect of all documents and data prepared or developed for the purpose of the project by the service provider shall be vested in DLRRD.**
- 13.1.6 The successful service provider agrees to keep all records and information of or related to the project confidential and to not disclose such records or information to any third party without prior written consent from DLRRD.
- 13.1.7 DLRRD reserves the right to terminate the contract in the event that there is clear evidence of non-performance and non-compliance with the contract.
- 13.1.8 The short-listed service provider may be required to do a presentation in person to DLRRD; at their own cost should it be deemed necessary to do so.

13.2 Format of Proposal

13.2.1 All proposals are to respond to the requirements as per the Terms of Reference and prepopulated document outline.

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

14. FINANCIAL PENALTIES

14.1 Financial penalties shall be imposed upon the agreed milestones, targets, and deadlines 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.

14.2 Payments will be made only for work performed to the satisfaction of the Project Steering Committee. 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.

14.3 Financial penalties will be imposed if the output produced does not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

14.4 Original signed invoices to substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the successful service provider upon acceptance of the bid.

14.5 A pricing schedule **should be 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;
- All monetary amounts must be in South African Rand; and
- VAT must be included.

15. UNDUE DELAY REMEDIES

15.1 Should it be found that the delay of the project in terms of the agreed delivery 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 in Table 2 below:

Table 2: Financial implications for non-delivery of the project.

Milestone	% Payment	5 days over due	10 days overdue	15 days over due	30 days overdue	More than 30 days overdue
PHASE 1: Inception	10%	10%	25%	50%	75%	100%
PHASE 2: Research and Analysis	40%	20%	40%	60%	80%	100%
PHASE 3: Draft LPP Area Plan and Implementation Plan	20%	20%	40%	60%	80%	100%
PHASE 4: Consultation and Amendments	10%	20%	40%	60%	80%	100%
PHASE 5: Final LPP Area Plan and Implementation Plans	10%	10%	25%	50%	75%	100%
PHASE 6: Close Out Processes and Retention	10%	20%	40%	60%	80%	100%
Total	100%					

- 15.2 The successful service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after each milestone due date.
- 15.3 The service provider may apply in time to the Department for an extension on the delivery date of any milestone, provided that the service provider gives the valid reason(s) to the sole satisfaction of the Department.

16. EXTRA WORK

- 16.1 Any costs for extra work incurred over and above this bid during any phase of the project, which in the sole opinion of the DLRRD does not relate to the project requirements shall be borne by the service provider.

17. REPORTING AND ACCOUNTABILITY

- 17.1 During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the Project Management/Steering Committee.
- 17.2 All information captured and or used to generate the outputs of the project remains the property of the DLRRD and must be handed over in its totality when the project is closed. The municipality and DLRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements 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 Department. This agreement must be reached and signed off together with the project plan before the project commences.
- 17.3 The project will be signed off by the Director: Spatial Planning and Land Use management Services, when:
- All the end products (refer to list of deliverables) have been delivered and all deliverables per phase are approved by the Project Steering Committee.

18. EVALUATION CRITERIA

- 18.1 Only responsive tenders, i.e. fulfilling mandatory requirements as per clause 10 of this document, will be evaluated.
- 18.2 The tender evaluation method to evaluate all responsive tenders, the tender offers will be method 2, i.e. price, preference, and specification/evaluation.
- 18.3 Apply the 80/20 preference point system where a maximum of Eighty (80) tender adjudication point be awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2017.

- 18.4 Proposals will be evaluated in two phases. In the first phase, the bid documents will be evaluated individually on separate score sheets, by a representative evaluation panel according to the evaluation criteria indicated in these Terms of Reference. All Service Providers who will score less than seventy (65) out of one hundred (100) points for functionality will not be considered further.

First Stage - Evaluation in terms of Functionality

- 18.5 The following Quality (functionality) Criteria set out in Table 3 below will be used in the evaluation of the tenders regarded as being responsive.

Table 3: **POINTS ALLOCATION**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIG HTS												
1. RESOURCES (Key Personnel)	Team leader must hold a formal tertiary qualification, Registered as a Professional Planner with SACPLAN with a minimum ten (10) years' experience and expertise in managing and coordinating a multi-disciplinary project (Project management skills within the spatial planning environment); (Attach certified copies of qualifications and a CV clearly indicating relevant skills, knowledge, a minimum of ten (10) years post qualification experience, qualifications and registration must be attached) <table><tr><td>Very Poor (score 0)</td><td>Professional town planner with Less than 4 years' experience</td></tr><tr><td>Poor (score 1)</td><td>Professional town planner and 4-6 years' experience.</td></tr><tr><td>Average (score 2)</td><td>Professional town planner and 7-9 years' experience.</td></tr><tr><td>Good (score 3)</td><td>Professional town planner and 10-12 years' experience.</td></tr><tr><td>Very Good (score 4)</td><td>Professional town planner and 13-14 years' experience.</td></tr><tr><td>Excellent (score 5)</td><td>Professional town planner and 15 years and above experience.</td></tr></table>	Very Poor (score 0)	Professional town planner with Less than 4 years' experience	Poor (score 1)	Professional town planner and 4-6 years' experience.	Average (score 2)	Professional town planner and 7-9 years' experience.	Good (score 3)	Professional town planner and 10-12 years' experience.	Very Good (score 4)	Professional town planner and 13-14 years' experience.	Excellent (score 5)	Professional town planner and 15 years and above experience.	15
Very Poor (score 0)	Professional town planner with Less than 4 years' experience													
Poor (score 1)	Professional town planner and 4-6 years' experience.													
Average (score 2)	Professional town planner and 7-9 years' experience.													
Good (score 3)	Professional town planner and 10-12 years' experience.													
Very Good (score 4)	Professional town planner and 13-14 years' experience.													
Excellent (score 5)	Professional town planner and 15 years and above experience.													

	Composition of technical team to be utilized in the execution of the project; (CV's clearly indicating relevant skills, knowledge, a minimum of ten (6) years post qualification experience, qualifications and registration by each team member must be attached) in Town Planning; rural development, environmental planning and management, infrastructure planning, socio-economic analysis, economic geography, sociology, agronomy, development planning, Geographic Information Science, Property Management, Spatial econometrics and project management. <table><tr><td>Very Poor (score 0)</td><td>Skills provided are not in line with the qualification required and experience is less than what is required.</td></tr><tr><td>Poor (score 1)</td><td>Of all the skills required only 2 qualifications are part of the package and each member has experience of 6 years or more.</td></tr><tr><td>Average (score 2)</td><td>Of all the skills required only 4 qualifications are part of the package and each member has experience of 6 years or more.</td></tr><tr><td>Good (score 3)</td><td>Of all the skills required only 6 qualifications are part of the package and each member has experience of 6 years or more</td></tr><tr><td>Very Good (score 4)</td><td>Of all the skills required 8 qualifications are part of the package and have experience of 8 or more years</td></tr><tr><td>Excellent (score 5)</td><td>All above-listed qualification required available with 10 years or more post experience</td></tr></table>	Very Poor (score 0)	Skills provided are not in line with the qualification required and experience is less than what is required.	Poor (score 1)	Of all the skills required only 2 qualifications are part of the package and each member has experience of 6 years or more.	Average (score 2)	Of all the skills required only 4 qualifications are part of the package and each member has experience of 6 years or more.	Good (score 3)	Of all the skills required only 6 qualifications are part of the package and each member has experience of 6 years or more	Very Good (score 4)	Of all the skills required 8 qualifications are part of the package and have experience of 8 or more years	Excellent (score 5)	All above-listed qualification required available with 10 years or more post experience	15
Very Poor (score 0)	Skills provided are not in line with the qualification required and experience is less than what is required.													
Poor (score 1)	Of all the skills required only 2 qualifications are part of the package and each member has experience of 6 years or more.													
Average (score 2)	Of all the skills required only 4 qualifications are part of the package and each member has experience of 6 years or more.													
Good (score 3)	Of all the skills required only 6 qualifications are part of the package and each member has experience of 6 years or more													
Very Good (score 4)	Of all the skills required 8 qualifications are part of the package and have experience of 8 or more years													
Excellent (score 5)	All above-listed qualification required available with 10 years or more post experience													
2. CAPABILITY OF THE COMPANY (Proof of experience must be clearly and distinctly indicated)	Experience, with reference letters for the following key areas serving as proof attached:													
	Spatial development planning: Proven Rural Land Administration, Land Use Management and Spatial Development Framework (SDF) knowledge and experience). <table><tr><td>Very Poor (score 0)</td><td>No knowledge and experience.</td></tr><tr><td>Poor (score 1)</td><td>Spatial development planning: Proven Land Use Management and Spatial Development Framework (SDF) knowledge with experience of 2 projects.</td></tr><tr><td>Average (score 2)</td><td>Spatial development planning: Proven Land Use Management and Spatial Development Framework (SDF) knowledge with experience of 3 - 4 projects.</td></tr><tr><td>Good (score 3)</td><td>Spatial development planning: Proven Land Use Management and Spatial Development Framework (SDF) knowledge with Experience of 5 - 6 projects.</td></tr><tr><td>Very Good (score 4)</td><td>Spatial development planning: Proven Land administration, Land Use Management and Spatial Development Framework (SDF) knowledge with experience of 7 - 9 projects.</td></tr><tr><td>Excellent (score 5)</td><td>Spatial development planning: Proven Land Administration, Land Reform, Land Use Spatial Development Framework (SDF) knowledge with Experience of 10 projects or more</td></tr></table>	Very Poor (score 0)	No knowledge and experience.	Poor (score 1)	Spatial development planning: Proven Land Use Management and Spatial Development Framework (SDF) knowledge with experience of 2 projects.	Average (score 2)	Spatial development planning: Proven Land Use Management and Spatial Development Framework (SDF) knowledge with experience of 3 - 4 projects.	Good (score 3)	Spatial development planning: Proven Land Use Management and Spatial Development Framework (SDF) knowledge with Experience of 5 - 6 projects.	Very Good (score 4)	Spatial development planning: Proven Land administration, Land Use Management and Spatial Development Framework (SDF) knowledge with experience of 7 - 9 projects.	Excellent (score 5)	Spatial development planning: Proven Land Administration, Land Reform, Land Use Spatial Development Framework (SDF) knowledge with Experience of 10 projects or more	15
	Very Poor (score 0)	No knowledge and experience.												
Poor (score 1)	Spatial development planning: Proven Land Use Management and Spatial Development Framework (SDF) knowledge with experience of 2 projects.													
Average (score 2)	Spatial development planning: Proven Land Use Management and Spatial Development Framework (SDF) knowledge with experience of 3 - 4 projects.													
Good (score 3)	Spatial development planning: Proven Land Use Management and Spatial Development Framework (SDF) knowledge with Experience of 5 - 6 projects.													
Very Good (score 4)	Spatial development planning: Proven Land administration, Land Use Management and Spatial Development Framework (SDF) knowledge with experience of 7 - 9 projects.													
Excellent (score 5)	Spatial development planning: Proven Land Administration, Land Reform, Land Use Spatial Development Framework (SDF) knowledge with Experience of 10 projects or more													
	Rural development planning experience. Experience in working with traditional authorities on planning and development related matters. <table><tr><td>Very Poor (score 0)</td><td>The tender failed to provide proof of what is required as per criteria</td></tr><tr><td>Poor (score 1)</td><td>At least 1 Rural development Plan developed. No proof of working with traditional authorities on planning and development related matters provided in the form of a reference letter.</td></tr><tr><td>Good</td><td>At least 3 Rural detailed Plans developed. The information</td></tr></table>	Very Poor (score 0)	The tender failed to provide proof of what is required as per criteria	Poor (score 1)	At least 1 Rural development Plan developed. No proof of working with traditional authorities on planning and development related matters provided in the form of a reference letter.	Good	At least 3 Rural detailed Plans developed. The information	15						
Very Poor (score 0)	The tender failed to provide proof of what is required as per criteria													
Poor (score 1)	At least 1 Rural development Plan developed. No proof of working with traditional authorities on planning and development related matters provided in the form of a reference letter.													
Good	At least 3 Rural detailed Plans developed. The information													

	(score 3)	Has been clearly articulated but not proof of traditional authorities have been provided in the form of a reference letter		
	Excellent (score 5)	At least 5 Rural detailed Plans and Implementation Plans developed. Experience In working experience with working with traditional authorities on planning and development related matters provided in the form a reference letter .		
	Economics, socio-economic and agro-economics geographical analytical experience.		10	
	Very Poor (score 0)	The tender failed to provide required information in terms of experience		
	Poor (score 1)	The information provided doesn't show the breakdown of critical activities		
	Average (score 2)	The information provided omits important tasks There is a lack of clarity and logic in the sequence. Less than 3 relevant analytical projects listed,		
	Good (score 3)	All key capacity has been provided and in detail: Applied economics, socio-economic analysis economic geography (economic specialist to address Economic Development in the Region) and (experience in analysis of the rural areas including agriculture and economies). 3 to 4 Analytical projects listed.		
	Very Good (score 4)	All key capacity has been provided and in detail: Applied economics, socio-economic analysis economic geography (economic specialist to address Economic Development in the Region) and (experience in analysis of the rural areas including agriculture and economies. 5 relevant analytical projects listed		
	Excellent (score 5)	The information fits project deliverables: Applied economics, socio-economic analysis economic geography (economic specialist to address Economic Development in the Region) and (experience in analysis of the rural areas including agriculture and economies More than 5 relevant analytical Projects listed		
	Geographic Information Science (remote sensing, spatial modeling, spatial analysis, advanced cartography and advanced data analytics). List of projects or client supported provided as proof.		10	
	Very Poor (score 0)	No proof of experience attached or provided		
	Poor (score 1)	The information required not clear (Proof of experience must be clearly and distinctly indicated): Geographic Information Science (spatial modeling, spatial analysis, advanced cartography and advanced data analytics		
	Average (score 2)	The service provider information omits relevant activities and not in detail (Proof of experience must be clearly and distinctly indicated): Geographic Information Science (spatial modeling, spatial analysis, advanced cartography and advanced data analytics		
	Good (score 3)	The service provider has provided 3 activities with regard to the experiences required (Proof of experience must be clearly and distinctly indicated): Geographic Information Science (spatial modeling, spatial analysis, advanced Cartography and advanced data analytics		
	Very Good (score 4)	The service provider has provided all 4 experiences required as per the terms of reference (Proof of experience must be clearly and distinctly indicated) Geographic Information Science (spatial modeling, spatial analysis, advanced cartography and advanced data analytics		
	Excellent (score 5)	The service provide has provided (5 or more activities) experiences than required as per terms of reference (Proof of experience must be clearly and distinctly indicated): Geographic Information Science (spatial modeling, spatial analysis, advanced cartography and advanced data analytics & drone technology		
3. METHODOLOGY AND PROJECT MANAGEMENT	A broad overview of approaches and methodologies that may be employed to tackle these specific assignments. An example of such methodology and project management must be attached thereto, together with a project plan.		20	
	Very Poor	The tender has failed to address the question and not provided the milestones		

	(score 0)			
	Poor (score 1)	Methodology and project management approach is confusing and not clear		
	Average (score 2)	Methodology and project management approach have been provided but no detailed project plan		
	Good (score 3)	Methodology and project management approach have been provided with a detailed project plan		
	Very Good (score 4)	Sound methodology and project management approach have been provided with a detailed project plan with clear milestone and deliverables	a	
	Excellent (score 5)	Sound methodology and project management approach have been provided with a detailed project plan, clear milestone, and deliverables. Consultation and communication plan included	a	
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100				

The proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All service providers who scored less than **65 out of 100 points** for Presentation will not be considered further and considered to be non-responsive. This means that such bids will not be evaluated on the fourth stage (80/20) Preference Point System as prescribed in the Preferential Procurement Regulations 2022).

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

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

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

- 18.7. Bidders who wish to claim points in terms of SDB 6.1 need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

- Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who has a disability – **attach doctor's letter confirming the disability**
- Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Specific goal: **Locality** –
 - (a) a **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
 - (b) a valid lease agreement from the lessor **or**
 - (c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

19. OUT CLAUSE

- 19.1 DLRRD reserves the right to appoint or not to appoint a service provider, at the sole discretion of the Department.
- 19.2 DLRRD reserves the right to terminate the contract if there is clear evidence of non-performance.

20. PUBLICATION

- 20.1 21 days advertisement.
- 20.2 Government Tender Bulleting (if operational).

20.3 E-portal

22. ENQUIRIES

Query	Name	Contact Details
Technical	Mr Timmy Shilenge	(015) 495 1891 or 082 577 5570 thomas.shilenge@dlrrd.gov.za
Bid related	Ms D Mongwai	(015) 495 1703 daisy.mongwai@dlrrd.gov.za

BID NO:5/2/2/1/2025-2026/2 LP

THE APPOINTMENT OF A SERVICE PROVIDERS) TO DEVELOP A LAND PLANNING PROGRAMME AREA PLAN FOR RAMBUDA TRADITIONAL COUNCIL SITUATED WITHIN THE THULAMELA AND MUSINA LOCAL MUNICIPALITY, VHEMBE DISTRICT MUNICIPALITY, LIMPOPO PROVINCE

CLOSING DATE: 10 NOVEMBER 2025 @ 11:00

NB: THE WILL BE A COMPULSORY BRIEFING SESSION.

DATE: 28 OCTOBER 2025

TIME: 11:00

TECHNICAL ENQUIRIES : Mr Timmy Shilenge
TEL : (015) 495 1891 – 082 577 5570
EMAIL : timmy.shilenge@dlrrd.gov.za

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

NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19, THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER BOX.

FINANCIAL PROPOSAL – PART 2 OF 2



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

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER

BID NO.: 5/2/2/1/2025-2026/2 LP

CLOSING TIME 11:00

CLOSING DATE: 10 NOVEMBER 2025

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

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

MILESTONE	TIME-FRAME	RATE	TOTAL AMOUNT
PHASE 1 INCEPTION REPORT			
PHASES 2 RESEARCH AND ANALYSIS			
PHASES 3 DRAFT LPP AREA PLAN AND IMPLEMENTATION PLAN			
PHASES 4 CONSULTATION AND AMENDMENTS			
PHASES 5 FINAL LPP AREA PLAN AND IMPLEMENTATION PLANS			
PHASES 6 CLOSE OUT PROCESSES AND RETENTION			

TOTAL: R.....

Name of Bidder:

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

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

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

TOTAL: R.....

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

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

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

Daisy Mongwai

Tel: (015) 495 1703

Or for technical information –

Timmy Shilenge

Tel: (015) 495 1891 or 082 577 5570