

5/2/1 (209) 2022/2023

THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS.

CLOSING DATE: 31 OCTOBER 2022 @ 11:00

TECHNICAL ENQUIRIES : Mr. Pogiso Golele
TEL : 012 312 9777
EMAIL: pogiso.golele@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Kopano Ntsoane/ Ms Queen Mokale
TEL : 012 312 8262/012 312 8105
EMAIL: kopano.ntsoane@dalrrd.gov.za / queeneth.mokale@dalrrd.gov.za



LA 1.1



agriculture, land reform & rural development

Department:
Agriculture, 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 Pfarelo Makhado: **Tel:** (012) 312 9518

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

RFQ NO: 5/2/1 (209) 2022/2023

CLOSING TIME: 11H00

CLOSING DATE: 31 October 2022

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, SBD1, Pricing Schedule, SBD4, SBD6.1, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **failure to comply will disqualify your proposal**

Yours faithfully

SIGNED
QUOTATION MANAGEMENT
DATE:

MAP TO QUOTATION BOX (B BOX)

RFQ NO: 5/2/1 (209) 2022/2023 CLOSING DATE: 31 OCTOBER 2022 @ 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)

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

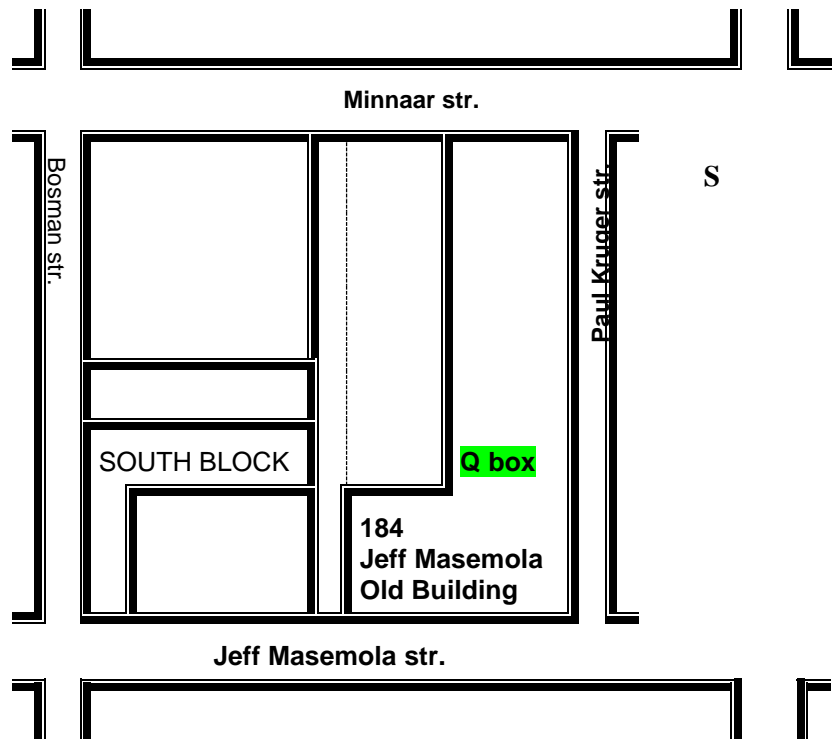
THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

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
(QUOTATION)
THE OLD BUILDING 184
JEFF MASEMOLA STREET, PRETORIA,
0001**

**THE QUOTATION BOX OF THE OFFICE
OF THE DEPARTMENT OF
AGRICULTURE, LAND REFORM AND
RURAL DEVELOPMENT IS OPEN 24
HOURS A DAY, 7 DAYS A WEEK. THE
BID BOX WILL BE CLOSED AT 11H00
WHICH IS THE CLOSING TIME OF RFQ.**



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

SUBMIT YOUR BID IN A SEALED ENVELOPE

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

**24. Anti-dumping
and countervailing
duties and rights**

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

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

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

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

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 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

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

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



Chief Directorate: Planning Facilitation

Private Bag X 833, Pretoria, 0001; Tel: 012 312 9371; Fax: 086 692 8882; 224 Helen Joseph Street, Pretoria, 0001

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

1. INTRODUCTION

1.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) requires the services of one firm or a consortium of suitably qualified firms to finalize the Amendment of the Planning Profession Act, (No 36 of 2002) and Regulations for a period of three (3) months.

2. BACKGROUND

2.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) is the custodian of the Planning Profession Act, Act No 36 of 2002 (PPA). The main objective of the Planning Profession PPA is: to provide for the establishment of the South African Council for Planners as a juristic person; to provide for different categories of planners and the registration of planners; to authorize the identification of areas of work for planners; to recognize certain voluntary associations; to protect the public from unethical planning practices; to maintain a high standard of professional conduct and integrity; to establish disciplinary mechanisms and an Appeal Board, and to provide for incidental matters.

2.2. The PPA is one of the progressive post-1994 pieces of legislation enacted to deal with the perceived illegitimacy crisis in the planning profession in South Africa. It was often perceived that the profession of town planners was allegedly used by the pre-1994 Government to satisfy many land-based

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

segregation measures. Since the enactment of the PPA in 2002, there has been significant developments in the planning sector, including the adoption of the National Development Plan in November 2011 (NDP) and the enactment of the Spatial Planning and Land Use Management Act, Act no 16 of 2013 (SPLUMA).

- 2.3. The role of planners in leading the realization of the vision as espoused in the NDP and the implementation of SPLUMA is critical. The planning profession continues to adapt to its new role, and this implies that the legislation governing the profession should support the continued maintenance of high standards of professional conduct and integrity and must support the changes to the legislative environment that affect the profession at large.
- 2.4. In terms of section 30 (1) of the PPA, the Minister may, by notice in the Gazette, make regulations, not inconsistent with this Act, with regards to (a) any matter that he or she is required or permitted to prescribe in terms of this Act; (b) generally, all matters necessary for or incidental to the exercise of the powers and the performance of the functions of the Council; and (c) any other matter for the better execution of this Act.
- 2.5. The Minister must, before making any regulation under subsection (l) publish a draft of the proposed regulation, repeal or amendment in the Gazette together with a notice calling on interested persons or voluntary associations to comment in writing within a period not less than 30 days from the date of publication of the notice. If the Minister alters the draft regulations as a result of any comment, he or she needs not to publish those alterations before making the regulations.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

- 2.6. Considering the above, The Department of Agriculture, Land Reform and Rural Development (DALRRD), as the custodian of the PPA intends to finalize the amendment of the PPA and its regulations.

3. PROBLEM STATEMENT

- 3.1. The role of planners in leading the realization of the vision as espoused in the NDP and the implementation of SPLUMA is critical. The planning profession continues to adapt to its new role and this implies that the legislation governing the profession should support the continued maintenance of high standards of professional conduct and integrity and must support the changes to the legislative environment that affect the profession at large.
- 3.2. The geopolitics of the country continues to adapt and change with both domestic and international factors affecting the development of the country. The factors of globalization and the fast rate of technology development continue to influence the planning environment and it is imperative for the planning profession to remain relevant within this context and to guide the development trajectory of the country. The SACPLAN recently concluded the process of defining competency and standards for the planning sector. This process has assisted in identifying areas of the act that will require amendment.
- 3.3. The application of the NDP (2012); National Infrastructure Plan (NIP) (2012); New Growth Plan (2012) and NATMAP 2050 (2011) will serve as important instruments to guide the role of the planning profession within the abovementioned context. Planners alone cannot solve the problems outlined above. It will require a concerted effort by the state and by all citizens, over an extended period and within trans-disciplinary cooperation and action within the planning and development initiatives as identified. However, if planners are to be relevant and useful, the profession has to identify the core

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

competencies that are needed to deal with the issues and challenges. At the heart of this endeavour is the need to amend and (re)structure the PPA so that it is relevant and appropriate in responding to contemporary planning challenges and issues in South Africa.

- 3.4. The key thrust that the planning profession holds (or must hold) in addressing the abovementioned challenges is the ability to influence how land is developed and redeveloped, by the public and private sectors as well as its citizens. While other professions are obliged to play their part in securing the country's future, planners must play the central role in planning, guiding and regulating land use and development. Planners themselves do not plan politically, guide or regulate. These are functions of the state. Planners participate in and lead the exercise of these functions of the state, either as officials working in different spheres of government or as advisors to citizens and investors.

- 3.5. Derivative national policy instruments such as the Spatial Planning and Land Use Management Act, the New Growth Path and the National Development Plan Vision 2030 echo similar themes of inclusive social and economic development as well as the need for environmental protection. SPLUMA in particular sets an important normative framework upon which key results areas for spatial planning can be determined. It examines the spatial dimensions of social exclusion and inequality, recognizing the burden that unequal and inefficient spatial arrangements place on communities. SPLUMA also provides the legal framework for spatial planning principles that should lead to outcomes that are consistent with precepts enunciated in the constitution. Among others, SPLUMA's objectives include the redress of spatial injustices and the attendant development imbalances.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

- 3.6. The NDP similarly sets out objectives related to the elimination of poverty and inequality by 2030. It identifies the need to correct the process and effects of existing spatial planning approaches that exclude the poor from the fruits of development. In the same vein, the New Growth Path Framework (NGP) sets ambitious targets in terms of inclusive growth by seeking to foster a high-employment economy that delivers on social and spatial cohesion. Overall, the review of the various policy instruments including the indexing of the White Paper on Spatial and Land Use confirmed themes that can be the basis of the desired spatial planning outcomes in South Africa, namely:
- 3.6.1. Redress of historical spatial imbalances,
 - 3.6.2. Use of space to deliver on equitable development,
 - 3.6.3. Inclusion of previously excluded areas,
 - 3.6.4. Access to land for disadvantaged people/communities,
 - 3.6.5. Spatial sustainability, and
 - 3.6.6. Promotion of sustainable, effective and equitable land markets.
- 3.7. Delivery of spatial planning outcomes is heavily reliant upon the actions of a plurality of actors and agencies across different operationally independent policy sectors. In South Africa, the horizontal axis of spatial interaction is intersected by the vertical complexity of activities across the different tiers of government. Thus, the implementation of spatial planning objectives is not only highly dependent upon the coordinating role of the central government but also on local support in the interpretation of such policy guidance.
- 3.8. The need for institutional integration and policy alignment to achieve coherent spatial planning outcomes has been a running theme in several policy initiatives in South Africa. The White Paper on Spatial Planning and Land Use Management (2000) provided the key principles underpinning desired spatial planning outcomes in South Africa. It states that the basis of spatial planning

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

and land use management system will be principles and norms aimed at achieving sustainability, equality, efficiency, fairness and good governance.

4. OBJECTIVES OF THE PROJECT

- 4.1. The primary objective of the project is to finalise the amendment of the PPA and the regulations. To achieve an understanding of the planning profession both within the local and international context. This process must be comprehensive and detailed to enable the DALRRD to:
 - 4.1.1. Support and sustain the capacity of the SACPLAN to better implement, realise and manage the objectives of the PPA;
 - 4.1.2. Offer clear and concise guidelines for the implementation of the objectives of the PPA, especially in respect of matters relating to the interactions among different role players in the Act including the Council, the Committees, Disciplinary Tribunal, Appeal Board, Voluntary Associations, related professions, code of conduct, Job identification, registration, accreditation, etc.
 - 4.1.3. Assist the SACPLAN in better understanding its functions to enable the council to effectively manage the profession.
- 4.2. To develop an assessment mechanism of DALRRD-SACPLAN operations, to ensure that the management practices in both organizations promote the achievement of objectives and compliance with the PPA. This mechanism will take the form of a Compliance, Monitoring and Enforcement framework for the PPA.

5. NATURE OF AMENDMENTS

- 5.1. The PPA was enacted 20 years ago to transform the planning profession. Although the transformation of the planning profession will remain a continuous goal of the PPA, other factors continue to influence the need to

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

review sections of the act that either need further enhancement, restructuring or reconsideration.

5.2. Within the legislative arena, the following initiatives, interventions and developments among others further illustrate the rationale for seeking to review the PPA, namely:

5.2.1. Development of accompanying SPLUMA and SPLUMA Regulations,

5.2.2. Ensuring that planning education remains relevant and dynamic,

5.2.3. Monitoring and compliance to the PPA by SACPLAN and DALRRD,

5.2.4. Ensuring that transformation of the planning sector continues unhindered, and

5.2.5. Development of *Competencies and Standards* by SACPLAN covering aspects such as:

5.2.5.1. Development of a ***Continuous Professional Development (CPD)*** policy and procedure,

5.2.5.2. Development of a *Recognition of Prior Learning (RPL)* policy and procedure,

5.2.5.3. Development of an *Examination System(s)* as part of the registration process of planners in terms of the Planning Profession Act, 2002,

5.2.5.4. Change of *Professional Designation* (as approved by The Council on its meeting of 12 November 2010), and

5.2.5.5. Interim Policy for *Facilitating Registration with Foreign Qualifications*.

5.3. The need to incorporate these changes and amend other additional areas that require enhancement regarding the PPA's structure and system constitutes a compelling motivation for a review and possible amendment of the PPA. Some of the areas that require extensive review include, but are not limited to the following, namely:

5.3.1. Expanding, in greater detail, aspects relating to ***professional misconduct***,

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

- 5.3.2. Reviewing the *reservation of work* section and updating it in line with changes and shifts in planning,
- 5.3.3. Reviewing of *membership types and categories*,
- 5.3.4. **Reviewing** the DALRRD and SACPLAN with both innovative and 'tried-and-tested' mechanisms to implement proper compliance with the PPA, and
- 5.3.5. Reviewing the *mandate, duty and objects* of the Institute (SACPLAN).

6. PROJECT OUTCOMES

- 6.1. A final outcome will be a restructured PPA and Regulations so that it is relevant and appropriate in responding to contemporary planning challenges and issues in South Africa.
- 6.2. The role of planners in leading the realization of the vision as espoused in the NDP and the implementation of SPLUMA is critical. The planning profession continues to adapt to its new role and this implies that the legislation governing the profession should support the continued maintenance of high standards of professional conduct and integrity and must support the changes to the legislative environment that affect the profession at large.

7. PROJECT DELIVERABLES

- 7.1. All project deliverables are to be submitted to the Department in reproducible electronic format/s (to be specified on appointment) as well as in printed format (number of copies to be specified on appointment). The project deliverables, in all prescribed formats, will become and remain the property of the Department of Agriculture, Land Reform and Rural Development.
- 7.2. The following products are expected to be delivered by the Service Provider(s):
 - 7.2.1. Final Planning Profession Amendment Bill,

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

7.2.2. Final Draft Planning Profession Regulations, and

7.2.3. Compliance, Monitoring and Enforcement Framework

8. PROJECT PHASES DURATION AND COST

8.1. The whole project should be completed within 3 months from the time of the appointment of the consultant. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled under Table1:

TABLE 1: PAYMENT AND SCHEDULE

DELIVERABLES	PAYMENT S	TIME	SUBMISSION OUTPUT
Phase 1: Inception Report, Analyses, Comments and Response Report, Outline of Monitoring and Enforcement Framework	20%	2 weeks	Final Inception report, Draft Comments Report, Outline of Monitoring and Enforcement Framework
Phase 2: Revised Bill, Draft Regulations and draft Compliance, Monitoring and Enforcement Framework	60%	1 Months 2 Weeks	Revised Bill, Draft Regulations and draft Compliance, Final Comments Report and Monitoring and Enforcement Framework
Phase 3: Final Bill and final Draft Regulations, final draft Compliance, Monitoring and Enforcement Framework	15%	1 Month	Final Bill and final Draft Regulations, final draft Compliance, Monitoring and Enforcement Framework
Retention	5%	1 month later	
TOTAL	100%	3 Months	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

9. BUDGET

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

10. PROJECT MANAGEMENT WITHIN DALRRD

- 10.1. This project will be facilitated by a team consisting of officials from the Department of Agriculture, Land Reform and Rural Development (DALRRD) and any other person/s appointed by DALRRD.
- 10.2. The Service Provider and all team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties.
- 10.3. The selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the Department of Agriculture, Land Reform and Rural Development.
- 10.4. Staffing requirements identified at the onset of the project shall remain unchanged for the duration of the project unless prior written consent has been granted by the DALRRD.
- 10.5. All core team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled. Due to the urgency of the project, time is of the essence to this process and all work shall be submitted when due. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

11. MANDATORY REQUIREMENTS

Failure to submit the following requirements with the quote will disqualify the bidder's proposal:

- 11.1. The team leader must be a Town Planner registered as a Professional Planner with SACPLAN **(a copy of a valid certificate indicating member in good standing must be attached).**
- 11.2. A technical team member must be a legal practitioner registered with the South African Law Society and admitted to the National Bar Council of South Africa or Pan African Bar Association of South Africa or General Council of the Bar of South Africa **(a copy of a valid certificate indicating member in good standing must be attached).**

12. RETURNABLE DOCUMENTS

- 12.1. Resolution authorizing a particular person to sign the bid documents (Full completion and signing of LA 1.6 or resolution on company letterhead)
- 12.2. Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.

13. CONSULTATION

- 13.1. The Service provider will be required to engage in a provincial consultation process (as per phase design), whereby the relevant provincial departments, districts ~ and local municipalities together with key stakeholders will be consulted on the draft document.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

13.2. To ensure that all the spatial requirements/needs of all the affected stakeholders are accommodated, a suitable organisational framework needs to be established.

14. REPORTING

14.1. During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the project team managing the service provider (using the DALRRD procedural sheet).

14.2. All electronic and hard copy information captured/utilized to provide the output of the project remains the property of DALRRD. This data should be surrendered to the department at the end of the project, and it cannot be used or shared, whether for profit or otherwise with any other party, without written permission from DALRRD. DALRRD will retain copyright and all associated intellectual rights relating to the project.

14.3. The project will be signed off by the Chief Director: Planning Facilitation when:

14.3.1. All the end products (refer to list) have been delivered, and

14.3.2. The Chief Director: Planning Facilitation is satisfied that all requirements have been met.

15. EVALUATION CRITERIA

This bid shall be evaluated based on functionality and in accordance with the 80/20 preference points system as stipulated below:

15.1. First Stage - Evaluation of Functionality

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

Functionality will be evaluated by independent Members of the Bid Evaluation Committee in accordance with the functionality criteria and values illustrated below. The applicable values that will be utilized when scoring each criteria ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	TOTAL
RESOURCES	<p>The team leader must be a Town Planner registered as a professional with SACPLAN with 10 years post qualification experience in spatial planning and land use management (Attach a copy of a valid certificate indicating member in good standing must be attached and CV’s indicating a detailed profile of their previous work experience).</p> <p><i>I. CV attached with less than 5 years experience with SACPLAN Professional Registration – Poor = 1</i></p> <p><i>II. CV attached with between more than 5 less than 10 years experience with SACPLAN Professional Registration – Average = 2</i></p> <p><i>III. CV attached with 10 years experience with SACPLAN Professional Registration – Good = 3</i></p> <p><i>IV. CV attached with more than 10 less than 15 years experience with SACPLAN Professional Registration - Very good= 4</i></p> <p><i>V. CV attached with 15 or more years experience with SACPLAN Professional Registration – Excellent = 5</i></p>	15	35
	<p>Composition of the Technical Team to be utilized in the execution of the project consists of a legal practitioner/ lawyer with a tertiary level qualification in law and 10 years of experience in dealing with legislation drafting and planning-related legal matters (Attach copies of qualifications and a CV indicating a detailed profile of previous work experience).</p> <p><i>I. Attached CV of a legal practitioner/ Lawyer with a tertiary level qualification in law and less than 7 years post qualification experience – Poor = 1</i></p>	20	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

	<p>II. Attached CV of a legal practitioner/ Lawyer with a tertiary level qualification in law and more than 7 to less than 10 years post qualification experience – Average = 2</p> <p>III. Attached CV of a legal practitioner/ Lawyer with a tertiary level qualification in law and 10 years post qualification experience – Good = 3</p> <p>IV. Attached CV of a legal practitioner/ Lawyer with a tertiary level qualification in law and more than 10 less than 12 years post qualification experience - Very good= 4</p> <p>V. Attached CV of a Land legal practitioner/ Lawyer with a tertiary level qualification in law and 12 or more years post qualification experience – Excellent = 5</p>		
<p>CAPABILITY</p> <p>Experience and Track Record of Team Members</p> <p>Company Competency</p>	<p>Company experience: a minimum of 5 years of experience in <u>Policy development, Spatial Planning and Land Use Management (e.g. Land Use Schemes, Spatial Development Framework, Provincial Growth and Development Strategy (PGDS), National/Provincial Master Plans etc.)</u></p> <p>(Attach a Portfolio of evidence: at least a minimum of three completion certificates/letters of previous successful work performed by the company, the certificates/ letters must be on the bidders' Client' official letterheads with contact details and it must be duly signed):</p> <p>NB: The content of the reference letters/ testimonials must indicate the type of services rendered, period and value of the project. Contracts, Service Level Agreements and Purchase Orders will not be considered as proof of experience.</p> <p>I. Duly signed reference letters/testimonials on the client letterhead indicating that the service provider has less than 2-year experience in business continuity management. – Poor (1)</p>	<p>20</p>	<p>35</p>

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

	<p>II. <i>Duly signed reference letters/testimonials on the client letterhead indicating that the service provider has more than 2 to less than 5 years to a year experience in business continuity management. –Average (2)</i></p> <p>III. <i>Duly signed reference letters/testimonials on the client letterhead indicating that the service provider has a minimum of 5 years of experience in business continuity management. – Good (3)</i></p> <p>IV. <i>Duly signed reference letters/testimonials on the client letterhead indicating that the service provider has over 5 to 7 years of experience in business continuity management. —Very good (4)</i></p> <p>V. <i>Duly signed reference letters/testimonials on the client letterhead indicating that the service provider has over 7 years of experience in business continuity management. --Excellent (5)</i></p>		
	<p>The company must have completed a minimum of 3 Similar projects in the past 5 years in Legal drafting. (Attach a Portfolio of evidence: at least a minimum of three completion certificates/letters of previous successful work performed by the company, the certificates/letters must be on the bidders’ Client’ official letterheads with contact details and it must be duly signed):</p> <p>NB: The content of the reference letters/ testimonials must indicate the type of services rendered, period and value of the project. Contracts, Service Level Agreements and Purchase Orders will not be considered as proof of experience.</p> <p>I. <i>1(one) Similar projects completed: – Poor = 1</i></p> <p>II. <i>2 (two) similar projects completed – Average = 2</i></p> <p>III. <i>3 (three) Similar projects completed – Good = 3</i></p> <p>IV. <i>4 (four) Similar projects completed - Very good = 4</i></p> <p>V. <i>5 (Five) similar and more projects completed – Excellent = 5</i></p>	15	
METHODOLOGY AND PROJECT MANAGEMENT	<p>A broad overview of approaches and methodologies that may be employed to execute the project as per the scope of work.</p> <p>Appropriateness of proposed approach and methodology</p> <ul style="list-style-type: none"> The degree to which the methodology proposed is sound, professional, realistic and logical; 	20	30

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

	<ul style="list-style-type: none"> • Method and clarity regarding the presentation of the final outputs of the project; • Programme with clear timelines and output; • Indicators and means of verifying progress; • Quality assurance steps indicated; • Clear reporting mechanism. <p><i>I. The methodology does not outline the requirements as specified in the ToR – Poor = 1</i></p> <p><i>II. The methodology inadequately and poorly addresses requirements in the ToR – Average = 2</i></p> <p><i>III. The methodology adequately addresses most of the requirements in the ToR – Good = 3</i></p> <p><i>IV. The methodology adequately specified all requirements in the ToR and is acceptable for implementation - Very good= 4</i></p> <p><i>V. The methodology exceptionally specifies how the project will be delivered and indicate additional value adds – Excellent = 5</i></p>		
PROJECT PLAN	<p>A project plan demonstrating a coordinated approach to how various project deliverables will be managed against timeframes.</p> <ul style="list-style-type: none"> • Appropriateness of proposed approach • The degree to which the project plan is sound, professional, realistic and logical. • Clarity regarding the presentation of the final outputs of the project; • Programme with clear timelines and output <p><i>I. Project Plan and Timeframes does not outline the requirements as specified in the ToR – Poor = 1</i></p> <p><i>II. Project Plan and Timeframes inadequately and poorly address requirements in the ToR – Average = 2</i></p> <p><i>III. Project Plan and Timeframes adequately address most of the requirements in the ToR – Good = 3</i></p>	10	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

	<p>IV. <i>Project Plan and Timeframes adequately specified all requirements in the ToR and is acceptable for implementation - Very good = 4</i></p> <p>V. <i>Project Plan and Timeframes exceptionally specify how the project will be delivered and indicate additional value adds – Excellent = 5</i></p>		
TOTAL		100	100

Bidders who fail to achieve a minimum of 60 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on the second stage (Price).

15.2. Second Stage – Evaluation in terms of 80/20 Preference Points System

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

15.3. Calculation of points for price

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

15.3.2. When calculating prices:

15.3.2.1. Unconditional discounts must be taken into account for evaluation purposes; and

15.3.2.2. Conditional discounts must not be taken into account for evaluation purposes but should be implemented when payment is affected.

15.3.2.3. The formulae to be utilized in calculating points scored for price are as follows: 80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

15.4. Calculating of points for B-BBEE status level of contribution

Points must be awarded to a bidder for attaining the B-BBEE status level Points for B-BBEE Status level of contributor must be awarded in accordance with the table below:

B-BBE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

15.5. Calculation of total points scored for price and B-BBEE status level of contributor

The points scored for price must be added to the points scored for B-BBEE status level of contributor to obtain the bidder’s total points scored out of 100. Bids that achieve the minimum qualifying score for functionality of **60** points out of 100 points will be evaluated further in accordance with the price.

16. TERMS AND CONDITIONS OF THE BID

16.1. Awarding of the bid will be subject to the service provider’s express acceptance of the DALRRD Supply Chain Management’s general contract conditions. The

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

DALRRD and Service Provider will sign a Services Level Agreement upon appointment.

- 16.2. The service provider should commence with the project within five (5) days after receiving the letter of appointment and the service level agreement signed.
- 16.3. During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to organize the progress report meetings and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.
- 16.4. Any deviation from the project plan should be put in writing and signed by the project manager.
- 16.5. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 16.6. Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 16.7. When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at **no** charge to DALRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DALRRD.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

17. OPT OUTCLAUSE

- 17.1. The Department of Agriculture, Land Reform and Rural Development reserve the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.
- 17.2. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

18. TERMS AND CONDITIONS OF THE BID

- 18.1. Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management general contract conditions.
- 18.2. The DALRRD and Service Provider will sign a Services Level Agreement upon appointment and a Memorandum of Agreement.
- 18.3. Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department of Agriculture, Land Reform and Rural Development.
- 18.4. No material or information derived from the provision of the services under the contract may be used for any other purposed except for those of the DALRRD, except where duly authorized to do so in writing by the DALRRD.
- 18.5. 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 DALRRD.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

- 18.6. The successful Service Provider agrees to keep confidential all records and information of, or related to the project and not disclose such records or information to any third party without the prior written consent of DALRRD
- 18.7. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

19. FINANCIAL PENALTIES

- 19.1. Financial penalties shall be imposed for agreed upon milestones, targets, and deadline not met without providing:
- Timely notification of such delays,
 - Valid reasons for the delays, and
 - Supporting evidence that the delays were outside of the influence of the service provider.

20. PAYMENTS

- 20.1. Payments will be made only for work performed to the satisfaction of the steering committee in recommendation to the DALRRD. The service provider will only be paid according to deliverable successfully achieved (per phase), as per approved program of action, to the satisfaction of the Steering Committee together with the Memorandum of Agreement.
- 20.2. Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.
- 20.3. Original invoices to substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid. Invoices must clearly

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

indicate the number of hours spent on the project, for what purpose those hours was spent and to what extent the objectives were achieved. No copies or e-mailed invoices will be processed.

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

21. REQUIRED INFORMATION ON HUMAN RESOURCES

21.1. The service provider is expected to provide information on available human resource capacity who will be directly involved in the project, including but not limited to: short CV, indicating relevant qualifications and experience as required by these Terms of Reference; full contact details (office, fax and cell phone, and email), as well as the contact details of relevant National, Provincial / District and Local Government officials who will have a role in providing.

22. UNDUE DELAY REMEDIES

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

Table 3: Remedies

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
Phase 1: Inception Report, Analyses, Comments and response Report, Outline of Monitoring and Enforcement framework	20%	10%	25%	50%	75%	100%
Phase 2:	60%	20%	40%	60%	80%	100%

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

Revised Bill, Draft Regulations and draft Compliance, Monitoring and Enforcement framework						
Phase 3: Final Bill and final Draft Regulations, final draft Compliance, Monitoring and Enforcement framework	15%	10%	25%	50%	75%	100%
Retention	5%	10%	25%	50%	75%	100%
TOTAL	100%					

23. RETENTION

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

24. EXTRA WORK

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

25. REPORTING AND ACCOUNTABILITY

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

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

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

25.3. The project will be signed off by the Chief Director: Planning Facilitation when:

25.3.1. All the end products have been delivered and (all deliverables per phase to be approved by the Project Steering Committee),

25.3.2. A formal presentation has been made to the Chief Directorate: Planning Facilitation, and

25.3.3. The Chief Director: Planning Facilitation is satisfied that all requirements have been met.

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

25.4.1. All monetary amounts must be in South African Rand;

25.4.2. Disbursements must be indicated separately and inclusive; and vat must be included.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS

26. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

Chief Directorate: Planning Facilitation

Department of Agriculture, Land Reform and Rural Development

Private Bag X833

Pretoria

0001

Attention: Mr. Pogiso Golele

Telephone: 071 471 3579

Email: Pogiso.Golele@dalrrd.gov.za

26.2. Supply Chain Management Enquiries:

Mr. Kopano Ntsoane

Senior Supply Chain Practitioner

(012) 312 9448

Email: Kopano.ntsoane@dalrrd.gov.za

27. PUBLICATIONS

- CSD- Quotation process and E-portal
- No briefing
- 14 Days

DALRRD 2022-2023

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS [SBD 3.3]

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:
CLOSING TIME:

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

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

Bid Initials
Bid's Signature.....
Date:.....

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS [SBD 3.3]

2. Bidders are required to indicate rates based on the total cost to the department for completion of each stage and including Expenses for the project.

3. **TOTAL OFFER PRICE (INCLUSIVE OF VAT)** R.....

DELIVERABLES	PAYMENTS	TIMEFRAMES	TOTAL COST
Phase 1: Inception Report, Analyses, Comments and response Report, Outline of Monitoring and Enforcement framework	20%	2 weeks	R.....
Phase 2: Revised Bill, Draft Regulations and draft Compliance, Monitoring and Enforcement framework	60%	1 Months 2 Weeks	R.....
Phase 3: Final Bill and final Draft Regulations, final draft Compliance, Monitoring and Enforcement framework	15%	1 Month	R.....
Retention	5%	1 month later	R.....
TOTAL COST EXCLUDING VAT			R.....
VAT 15%			R.....
TOTAL COST INCLUDING VAT			R.....

NB: Service Provider must include all hidden cost on the bid price

5. Period required for commencement with project after acceptance of bid

6. Estimated man-days for completion of project

Bid Initials
 Bid's Signature.....
 Date:.....

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF THREE (3) MONTHS, TO FINALIZE THE AMENDMENT OF THE PLANNING PROFESSION ACT, (ACT NO 36 OF 2002) AND REGULATIONS [SBD 3.3]

- 7. Are the rates quoted firm for the full period of contract?
- 8. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to the –

RURAL DEVELOPMENT AND LAND REFORM
 PRIVATE BAG X 833
 PRETORIA
 0001

All technical enquiries should be directed to:
Attention: Mr. Pogiso Golele
Telephone: 071 471 3579
Email: Pogiso.Golele@dalrrd.gov.za

Supply Chain Management Enquiries:
Mr. Kopano Ntsoane
Senior Supply Chain Practitioner
(012) 312 9448
Email: Kopano.ntsoane@dalrrd.gov.za

Bid Initials
 Bid's Signature.....
 Date:.....