

5/2/1 (740) 2022-2023

APPOINTMENT OF A SERVICE PROVIDER TO ASSIST WITH THE ESTABLISHMENT OF A LAND USE DATA THEME GOVERNANCE FRAMEWORK IN LINE WITH BASE DATA SET CUSTODIANSHIP POLICY FOR A PERIOD OF SIX (6) MONTHS.

CLOSING DATE: 26 SEPTEMBER 2022 @ 11:00

TECHNICAL ENQUIRIES : Ms. Nontuthuzelo Ntshabele / Mr. Tshifhiwa Nekhwevha
TEL : 012 312 9567 / 012 312 8390
EMAIL: Nontuthuzelo.Ntshabele@dalrrd.gov.za / Tshifhiwa.Nekhwevha@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Kopano Ntsoane / Ms. Queeneth Mokale
TEL : 012 312 8262 / 012 319 7129
EMAIL: Kopano.Ntsoane@dalrrd.gov.za / QueenethM@Dalrrd.gov.za

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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 Kopano Ntsoane: **Tel:** (012) 312 8262

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

RFQ NO: 5/2/1 (740) 2022-2023

CLOSING TIME: 11H00

CLOSING DATE: 26 September 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), Pricing Schedule SBD 3.3, SBD4, SBD6.1, terms of reference (TOR).
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD).
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: 13 September 2022

MAP TO QUOTATION BOX (B BOX)

RFQ NO: 5/2/1 (740) 2022-2023 CLOSING DATE: 26 September 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).

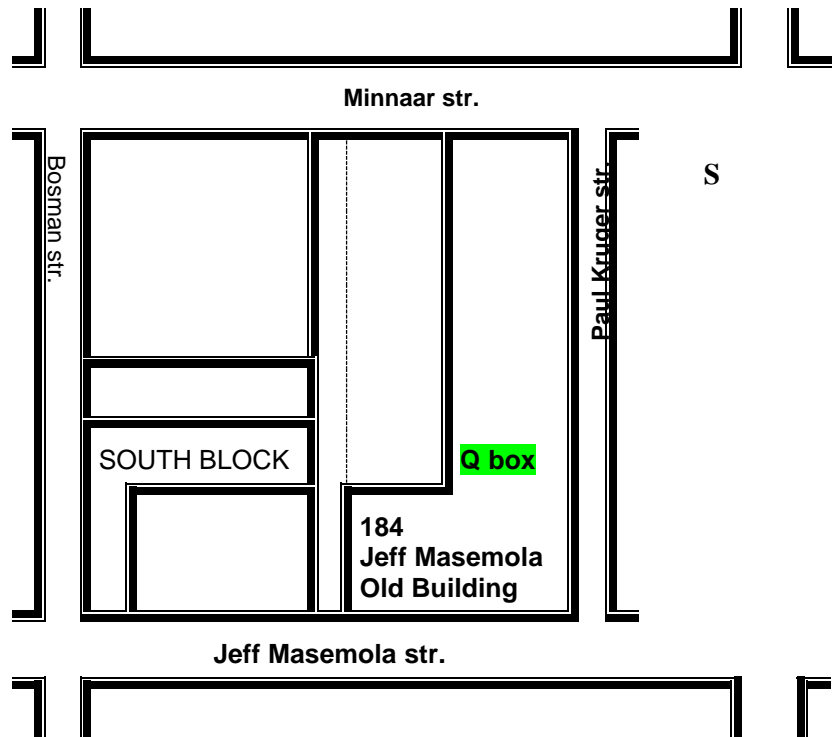
QUOTATIONS/PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

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

The Bid documents must be deposited into the Quotation box which is identified as the "Quotation/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

Annexure A**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010****NOTES**

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

may have against the supplier under the contract.

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 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.

Js General Conditions of Contract (revised July 2010)

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.

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

SBD4

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

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

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

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

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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 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 **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the 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	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

.....

.....



agriculture, land reform
& rural development

Department
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Branch: Spatial Planning and Land Use Management

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TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER TO ASSIST WITH THE ESTABLISHMENT OF A LAND USE DATA THEME GOVERNANCE FRAMEWORK IN LINE WITH BASE DATA SET CUSTODIANSHIP POLICY FOR A PERIOD OF SIX (6) MONTHS.

1. INTRODUCTION

1.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) requires professional services of a service provider to establish a land use data governance framework in line with the base data set custodianship policy developed to support the implementation of the Spatial Data Infrastructure Act, No. 54 of 2003, within a period of six (6) months.

2. BACKGROUND

2.1. The Committee for Spatial Information established in terms of section 5 of the Spatial Data Infrastructure Act, (Act 54 of 2003) herein referred to as the Committee commissioned a study in 2010 to define the criteria for identifying base data sets and the custodians.

2.2. The study was finalized and approved in 2012 and the Committee resolved to prioritize the implementation of ten (10) base data set themes as follows:

- Administrative boundaries;
- Cadastre;
- Conservation;
- Geodesy;

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO ASSIST WITH ESTABLISHING A BASE DATA SET COORDINATOR FOR THE LAND USE THEME IN ACCORDANCE WITH THE SDI ACT FOR A PERIOD OF SIX (6) MONTHS.

- Hydrology;
- Imagery;
- Land cover;
- Land use;
- Social statistics; and
- Transport.

2.3. To date, nine (9) of the ten (10) themes are being implemented. These include the implementation of the Land Use theme which commenced in 2020.

2.4. In 2017, the Minister published Base Data Set Custodianship policy aimed at facilitating the implementation of the base data sets. Key in the policy is the establishment of base data set coordinator function aimed at encouraging base data set governance. The functions of the coordinator are defined as:

“It is the responsibility of a base data set coordinator to ensure that the base spatial data custodian and the base attribute data custodian create base data sets that adhere to all policies, standards and specifications. The base data set coordinator will also be responsible for ensuring data compatibility and integration of base data sets of different base data set custodianship for the same base data sets but with adjoining geographical coverages”.

2.5. The implementation of the base data set policy began in 2017 with consultation to identify organs of state that can play a role of coordinator for the themes. To date, the Committee has appointed at least twelve (12) base data set coordinators to implement nine (9) of the ten (10) themes. The Department of Agriculture, Land Reform and Rural Development was appointed for the themes:

- Administrative boundaries 1;

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- Cadastre;
- Geodesy;
- Land cover and
- Land use.

2.6. The Department was assigned responsibility for the four (4) themes in 2018 and land use theme was assigned to the Department in 2020.

3. PROBLEM STATEMENT

- 3.1. South Africa has a long history of land dispossession and spatial injustice. Since the dawn of democracy, the country has made several efforts to rectify the past imbalances.
- 3.2. However, the medium-term strategic framework (MTSF 2019 - 2024) document highlighted that the past spatial patterns and injustice continues. The lack of an effective system or method for measuring, monitoring, reporting, and decisive consequence management has been sighted as the major cause.
- 3.3. The lack of readily available and authoritative land use data which could contribute in building the system to measure the impact of government efforts is also a contributing factor.
- 3.4. There are many players (e.g. municipalities, property managers, DFFE, etc.) at different levels of government that are contributing to the creation and management of land use data sets. However, this is often done in a fragmented manner making it difficult to access and use data created by different custodians. This can be attributed to lack of uniform standards for the creation, management and use of land use data.
- 3.5. The framework will assist in building uniform methods for the creation, management, and utilization of land use data across the different sectors.

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO ASSIST WITH ESTABLISHING A BASE DATA SET COORDINATOR FOR THE LAND USE THEME IN ACCORDANCE WITH THE SDI ACT FOR A PERIOD OF SIX (6) MONTHS.

4. SCOPE OF PROJECT

4.1. The successful bidder shall be responsible for establishing a land use governance framework to facilitate the capture, management, sharing and use of land use data sets. This shall include:

- 4.1.1. Providing a clear definition theme;
- 4.1.2. Conducting studies to identify policies and legislations that impact on the theme;
- 4.1.3. Identification of land use stakeholders;
- 4.1.4. Compilation of a list of land use data sets available in the country and the relevant data custodian;
- 4.1.5. Providing guidance on the establishment of land use governance structure and its terms of reference; and
- 4.1.6. Developing a mechanism to monitor the creation, management and use of land use data and that ensures compliance to the Act.
- 4.1.7. Developing a base data set governance reporting framework in line with the key reporting areas which includes reporting on; theme definition; base data set identification and definitions; identification of base data set custodians for recommendation to the Committee; establishment of the governance framework; metadata; data maintenance; data quality; dissemination platforms and any other matter identified for implementation.

4.2. The framework shall be in line with the governance model as approved by the Committee:



Figure 1: Base data set governance model as approved by the Committee for Spatial Information.

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4.3. The framework shall be established in consultation with the key stakeholders and be presented to the Department and the Committee for approval.

4.4. Since the internal task team has already completed some of the required tasks, it would be the role of the service provider to consolidate and finalise all the required tasks.

4.5. The table below describes the activities:

No	Activities	Descriptions	Outcomes
1.	Theme definition		
1.1.	Identify stakeholders	<ul style="list-style-type: none"> Creation of a list of know land use data creators and users. 	<ul style="list-style-type: none"> First list of potential contributors to the theme compiled.
1.2.	Prepare and circulate a survey to the list of identified stakeholders requesting a definition of land use within their own environment and legislative prescripts.	<ul style="list-style-type: none"> Obtain versions of land use definition and the legislative prescripts used to define the theme. 	
1.3.	Organize an internal (DALRRD) land use engagement session		<ul style="list-style-type: none"> Consolidated departmental submission
1.4.	Plan and organize land use engagement session (inclusive of all stakeholders identified).		<ul style="list-style-type: none"> Theme defined List of stakeholders to form part of the governance structure compiled.
2.	Base data set identification and definitions	<ul style="list-style-type: none"> To compile a list of data sets in line with the definition of the theme, and to test the data sets using the defined criteria for identification of base data sets. The criteria for base data set as defined by the CSI is as follows: <ul style="list-style-type: none"> a) Diversity of users from different sectors deriving significant benefit from its use (compulsory) b) Cannot be substituted easily or generally (compulsory) c) Sufficient detail & accuracy for widespread use (compulsory) d) Complete coverage over the area of interest, preferably national (compulsory) 	<ul style="list-style-type: none"> List of proposed data sets and custodian defined for tabling to the CSI.

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No	Activities	Descriptions	Outcomes
		<p>e) Produced as a result of the core mandate of the custodian (conditional)</p> <p>f) Source for accurately referencing other datasets or for displaying the results of an analysis (conditional)</p>	
3.	Identify data custodians	<p>Compile a list of data custodians responsible for land use data. A preliminary list as compiled includes:</p> <ul style="list-style-type: none"> o Cogta o Office of the Premier o Provincial departments o Municipalities o National departments (DALRRD SPLUM and CD: NGI) o Department of Forestry, Fisheries and the Environment and SANBI 	<ul style="list-style-type: none"> • List of proposed data custodians associated with base data set defined in above compiled for CSI approval
4.	Establish a Land Use Theme governance structure	<p>The purpose of this activity is to establish a governance structure for the Theme that will facilitate the establishment of the governance framework in line with SDI Act.</p> <p>Proposals:</p> <ol style="list-style-type: none"> 1. Incorporate the work of the Theme in SPLUMA Forums with a standing Agenda item. 2. Establish an independent Land Use Theme structure with a provision to report back on existing forums such as SPLUMA and various provincial GIS forums, etc. 	<ul style="list-style-type: none"> • Land Use Theme governance structure established

5. PROJECT DELIVERABLES

5.1. The following should be in place in line with the project phases:

5.1.1. Land use data governance framework for the country;

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO ASSIST WITH ESTABLISHING A BASE DATA SET COORDINATOR FOR THE LAND USE THEME IN ACCORDANCE WITH THE SDI ACT FOR A PERIOD OF SIX (6) MONTHS.

5.1.2. TORs for the governance structure;

5.1.3. Approved definition of the theme;

5.1.4. List of base data sets and custodians for the theme; and

Monitoring, evaluation and report mechanism.

5.2. All the deliverables in 5.1. shall be included in the final report which should be made available to the Department in 2 X printed colour copies and a unencrypted digital file.

5.3. The appointed service provider must deliver a report covering all the activities listed under section 4 above.

5.4. A plan for the continuation of the activities, lead by DALRRD staff must also be drafted. If required, the identified staff must be capacitated to fulfil these duties.

6. PROJECT PHASES

TABLE 1: PROJECT TIME FRAMES & TENTATIVE % COST PER PHASE

No.	Title	Deliverables	Timeframe	Cost per phase
1.	Detailed inception report	Approved inception report	2 weeks	10%
2.	Context Analysis	Approved context analysis report	1 month	10%
3.	Stakeholder engagement	Approved stakeholder engagement report	2 months	25%

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4.	Land Use data governance framework	Approved governance framework report and governance structure.	3 months	40%
5.	Final report	Approved final report	1 month	10%
6.	Retention			5%

7. SOLUTION PARAMETERS / INFORMATION GATHERING

- 7.1. The successful service provider is expected to make contact with all the relevant and required officials and units within and outside government to obtain relevant information that is required for the project. Existing information on similar and related projects which are available within DALRRD generally will be made available to the successful service provider. *However, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.*
- 7.2. It is recommended that more visual representation (maps, graphics and photographs) should ideally be utilised to present analysis/current reality and the conceptual expositions in this project. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.

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8. PROJECT TIME FRAME AND COST

- 8.1. It is expected that the project be completed in a period of six (6) months effective from the date of appointment. The target dates for each milestone may be restructured by bidders with sufficient motivation in the bid proposals.
- 8.2. Due to the urgency of the project it is critical that timeframes are strictly adhered to. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.
- 8.3. Reports will be forwarded by the service provider to the designated project manager. The service provider will be required to report via a written and electronic report.

9. CONTENTS OF THE PROJECT PROPOSAL

- 9.1. A clear and concise project proposal covering the aspect listed below is required;
 - i. An executive summary.
 - ii. A project plan.
 - iii. The proposed methodology should indicate a detailed list of data to be gathered and how it will be processed. The Service Provider/ consortium must include registered Practitioners in the field of Geographic Information Science with the South African Geomatics Council (SAGC). The methodology should also indicate the project milestones that will be used to measure the project progress.
 - iv. The approach should be cost saving yet achieve the highest value for money
 - v. The name and CV of the project leader who must have knowledge with regards to SDI Act, and significant expertise and experience in spatial data issues in

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO ASSIST WITH ESTABLISHING A BASE DATA SET COORDINATOR FOR THE LAND USE THEME IN ACCORDANCE WITH THE SDI ACT FOR A PERIOD OF SIX (6) MONTHS.

South Africa. The project leader must be committed to playing a central role in mediating and facilitating an implementable solution to achieving the objects of the relevant sections of the SDI Act.

- vi. The names and CV's containing detailed information on relevant experiences of all the persons who will be directly contributing to the project, and their roles thereof.
- vii. Evidential and documentary proof of professional qualification, registration and affiliation, where necessary.
- viii. Any shortcomings in the study specifications, how these should be addressed and the cost implications thereof.
- ix. All-inclusive costing model.
- x. The following technical information must be submitted with the Bid proposal:
 - Years of experience of each resource;
 - Relevant professional experience during the last five years;
 - Organisational, managerial and technical ability;
 - Key Personnel and Resources;
 - Technical backup;
 - Full CV's of all members of the Team
 - Relevant Equipment and Software competence and capability;
 - Client References; and
 - Associations and Professional Affiliations.

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO ASSIST WITH ESTABLISHING A BASE DATA SET COORDINATOR FOR THE LAND USE THEME IN ACCORDANCE WITH THE SDI ACT FOR A PERIOD OF SIX (6) MONTHS.

10. BUDGET

10.1. 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.

11. PROJECT MANAGEMENT WITHIN DALRRD

11.1. This project will be facilitated by a team consisting of officials from the DALRRD and any other person/s appointed by DALRRD.

11.2. 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.

11.3. 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 DALRRD.

11.4. Staffing requirements identified on the onset of the project shall remain unchanged for the duration of the project, unless prior written consent has been granted by the DALRRD.

11.5. All team members that will be directly involved in the project may, at the sole discretion of the Chief Director: Spatial Development Planning be expected to attend all progress report meetings as scheduled. Due to the urgency of the project, time is of 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 SERVICE PROVIDER(S) TO ASSIST WITH ESTABLISHING A BASE DATA SET COORDINATOR FOR THE LAND USE THEME IN ACCORDANCE WITH THE SDI ACT FOR A PERIOD OF SIX (6) MONTHS.

12. MANDATORY REQUIREMENTS

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

- 12.1. Original and Valid Tax Clearance Certificate issued by the South African Revenue Services(SARS), where **consortium/joint ventures/sub-contractor** are involved each party to the association must submit a separate valid original Tax Clearance Certificate
- 12.2. A resolution authorizing a particular person to sign the bid documents.
- 12.3. The project leader to be professionally registered with the statutory body SAGC as a GISc Practitioner in good standing – copy of certificate to be provided.

13. REQUIRED SKILLS

- 13.1. Well-versed in spatial data management at all levels of government. The SP must have comprehensive knowledge and understanding of current legislation governing spatial data in this country.
- 13.2. Requirements are skills and experience in
 - i. Spatial Data Infrastructure;
 - ii. Spatial Planning and Land Use Management;
 - iii. Geospatial data management and governance
 - iv. Ability to think strategically;
 - v. Project management;
 - vi. Legal / Geospatial and Planning law;

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- vii. Research and analysis;
- viii. Written, verbal and graphic communication.;
- ix. Thorough understanding of political environment and Intergovernmental Relations Framework;
- x. Research, analytical, report writing, presentation and communication skills; and

14. FINANCIAL PENALTIES

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

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

14.2. Payments will be made only for work performed to the satisfaction of the DRDLR. Financial penalties will be imposed if the output produced does not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

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

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15. HUMAN RESOURCES FOR THE PROJECT

- 15.1. The service provider is expected to provide information on available human resource capacity that will be directly involved per project, including but not limited to: full CV, indicating relevant qualifications and experience as required by this Terms of Reference; full contact details (office, fax and cell-phone, and email).
- 15.2. Staffing requirements identified on the onset of the project shall remain unchanged for the duration of the project, unless prior written consent has been granted by DALRRD.
- 15.3. All team members that will be directly involved in the project may, at the sole discretion of the Chief Director: Spatial Development Planning (CD: SDP), be expected to attend all progress report meetings as scheduled. Due to the urgency of the project, time is of 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.

16. REPORTING AND ACCOUNTABILITY

- 16.1. During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the project team managing the service provider.
- 16.2. All electronic and hard copy information captured/utilised 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.

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16.3. The project will be signed off by the Chief Director: Spatial Development Planning when:

- all the end products (refer to list) have been delivered, and
- The Chief Director: Spatial Development Planning is satisfied that all requirements have been met.

17. EVALUATION CRITERIA

17.1. The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price and maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution.

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

17.2.1 First Stage - Evaluation of Functionality. The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values. 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.**

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	TOTAL
RESOURCES	<p>The team leader must be a registered Geomatic Professional: Geographic Information Science (GISc) with South African Geomatics Council (SAGC) with project management experience plus a minimum of 10 years' working experience in a geospatial data management and/or governance. :</p> <p>Attach a copy of a certificate and CV's indicating a detailed profile of the previous work experience, contactable references of similar work undertaken - List names, addresses, telephone numbers, fax numbers and e-mail</p> <ol style="list-style-type: none"> 1. <i>A registered Geomatics Professional plus project management working experience in a geospatial information management and/or governance environment with 20 or more years' experience - Excellent (score 5)</i> 2. <i>A registered Geomatics Professional plus project management working experience in a geospatial information management and/or governance environment with more than 15 year less than 20 years' experience - Very Good (score 4)</i> 3. <i>A registered Geomatics Professional plus project management working experience in a geospatial information management and/or governance environment with 10 years' experience - Good (score 3)</i> 4. <i>A registered Geomatics Professional plus project management working experience in a</i> 	30	50

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	<p><i>geospatial information management and/or governance environment with more than 5 less than 10 years' experience - Average (score 2)</i></p> <p>5. <i>A registered Geomatics Professional plus project management working experience in a geospatial information management and/or governance environment with less than 5 years' experience - Poor (score 1)</i></p>		
	<p>Composition of the Technical Team to be utilized in the execution of the project consists of a minimum of 1 Planner registered as professionals with SACPLAN with 10 years post qualification experience in spatial planning and land use management (Attach copies of a valid certificate indicating member in good standing must be attached and CV's clearly 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 more than 15 years' experience with SACPLAN Professional Registration – Excellent = 5</i></p>	20	

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<p>METHODOLOGY AND PROJECT MANAGEMENT</p>	<p>A broad overview of approaches and methodologies that may be employed to execute the project as per the scope of work. 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; • 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. Methodology does not outline the requirements as specified in the ToR – Poor = 1</i></p> <p><i>II. Methodology inadequately and poorly address requirements in the ToR – Average = 2</i></p> <p><i>III. Methodology adequately address most of the requirements in the ToR – Good = 3</i></p> <p><i>IV. Methodology adequately specified all requirements in the ToR and is acceptable for implementation - Very good= 4</i></p> <p><i>V. Methodology exceptionally specifies the manner in which the project will be delivered and indicate additional value adds – Excellent = 5</i></p>	40	50
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PROJECT PLAN	<p>A project plan demonstrating a coordinated approach of 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> <p><i>IV. Project Plan and Timeframes adequately specified all requirements in the ToR and is acceptable for implementation - Very good = 4</i></p> <p><i>V. Project Plan and Timeframes exceptionally specifies the manner in which the project will be delivered and indicate additional value adds – Excellent = 5</i></p>	10	
TOTAL		100	100

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The Bids that fail to achieve a minimum of **60 points** for functionality will be disqualified.

17.2.2. Second Stage - Evaluation in terms of 80/20 Preference Points System Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

17.3. Calculation of points for price

17.3.1. 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. Thus, bidders who provide the lowest management fee will get full 80 points for price.

17.3.2. Calculating of points for B-BBEE status level of contribution Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

17.3.3. Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6

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7	4
8	2
Non-compliant contributor	0

- 17.3.4. Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by accredited Verification Agencies by SANAS or Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids, to substantiate their B-BBEE claims. The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act. Bidders who do not submit B-BBEE Status Level Verification Certificate or are non-compliant contributors to be B-BBEE do not qualify for preference points for B-BBEE.

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's general contract conditions. The DALRRD and Service Provider will sign a Services Level Agreement upon appointment.
- 18.2. The service provider should commence with the project within five (5) days after receiving the letter of appointment and the service level agreement signed.
- 18.3. 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 organise the progress report meetings, and have one of their representatives

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assigned to taking minutes and circulating them to the steering committee members.

- 18.4. Any deviation from the project plan should be put in writing and signed by the project manager.
- 18.5. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 18.6. Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 18.7. 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.

19. OUTCLAUSE

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

20. CONTACT PERSON FOR TECHNICAL ENQUIRIES

- 20.1. 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

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Pretoria

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Attention: Ms. Nontuthuzelo Ntshabele / Mr. Tshifhiwa Nekhwevha

Telephone: 012 312 9567 / 8930

Email: Nontuthuzelo.Ntshabele@dalrrd.gov.za

Email: Tshifhiwa.Nekhwevha@dalrrd.gov.za

20.2. Supply Chain Management Enquiries:

Mr. Albie Olyn

Senior Supply Chain Practitioner

(012) 312 9518

21. PUBLICATION

- ✓ CSD
- ✓ 14 Days
- ✓ No briefing session

Bid No.:

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO ASSIST WITH ESTABLISHING A BASE DATA SET COORDINATOR FOR THE LAND USE THEME IN ACCORDANCE WITH THE SDI ACT FOR A PERIOD OF SIX (6) MONTHS.

DALRRD 2022-2023

PRICING SCHEDULE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO ASSIST WITH ESTABLISHING A BASE DATA SET COORDINATOR FOR THE LAND USE THEME IN ACCORDANCE WITH THE SDI ACT FOR A PERIOD OF SIX (6) MONTHS.

(Professional Services)

NAME OF BIDDER: BID NO.: DALRRD -00

CLOSING TIME

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate rates based on the total Estimated cost for all the activities and including expenses inclusive of VAT for the project.

Bid Initials
 Bid's Signature.....
 Date:..... Page 49 of 51

Bid No.:

50*

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO ASSIST WITH ESTABLISHING A BASE DATA SET COORDINATOR FOR THE LAND USE THEME IN ACCORDANCE WITH THE SDI ACT FOR A PERIOD OF SIX (6) MONTHS.

3 TOTAL BID PRICE

R.....

NB: REFER TO THE PARAGRAPH 4; 5 & 6 OF THE TERMS OF REFERENCE

Title	Deliverables	Timeframe	Cost per phase	Total Cost
Detailed inception report	Approved inception report	2 weeks	10%	R.....
Context Analysis	Approved context analysis report	2 Weeks	10%	R.....
Stakeholder engagement	Approved stakeholder engagement report	2 months	25%	R.....
Land Use data governance framework	Approved governance framework report and governance structure.	2 months	40%	R.....
Final report	Approved final report	1 month	10%	R.....
Retention			5%	R.....
TOTAL COST EXCLUDING VAT				R.....
VAT 15%				R.....
TOTAL COST INCLUDING VAT				R.....

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:..... Page 50 of 51

Name of Bidder:

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- 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 –

AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
 PRIVATE BAG X 833
 PRETORIA
 0001

Technical Related

Attention: Ms. Nontuthuzelo Ntshabele / Mr. Tshifhiwa Nekhwevha
 Telephone: 012 312 9567 / 8930
 Email: Nontuthuzelo.Ntshabele@dalrrd.gov.za
 Email: Tshifhiwa.Nekhwevha@dalrrd.gov.za

Qoutation Related

Supply Chain Related Enquiries: Mr Kopano Ntsoane
 Telephone number: (012) 312-
 E-mail: Kopano.Ntsoane@dalrrd.gov.za