

5/2/1 (758) 2022-2023

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

CLOSING DATE: 28 SEPTEMBER 2022 @ 11:00

TECHNICAL ENQUIRIES : Ms. Sheena Satikge-Sibisi
TEL : 012 312 9432 / 071 472 2924
EMAIL: Ssibisi@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Kopano Ntsoane / Ms. Sando Nkwana
TEL : 012 312 8262 / 012 312 8088
EMAIL: Kopano.Ntsoane@dalrrd.gov.za / SandoN@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 (758) 2022-2023

CLOSING TIME: 11H00

CLOSING DATE: 28 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: 15 September 2022

MAP TO QUOTATION BOX (B BOX)

RFQ NO: 5/2/1 (758) 2022-2023 CLOSING DATE: 28 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).

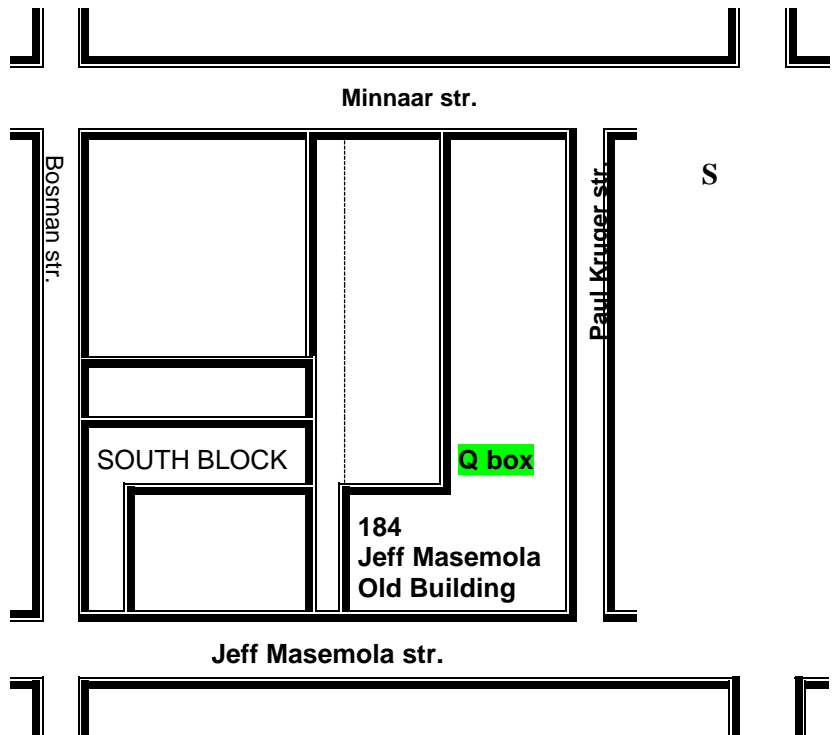
QUOTATIONS/PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

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

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.

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.

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 **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:

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

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:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- 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 least 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: SPATIAL DEVELOPMENT PLANNING

Private Bag X 833, PRETORIA, 0001; Capitol Towers, 224, Helen Joseph Street, Pretoria, 0001; Tel: 012 312 8155; Fax: 012 323

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS

1. INTRODUCTION

- 1.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) requests the services of a service provider to develop a Regional Spatial Development Framework Manual Guide within a period of six (6) months.

2. BACKGROUND

- 2.1. The Spatial Planning and Land Use Management Act (SPLUMA) was signed into law by the President on the 02nd August 2013, and formally published in the government gazette notice on the 05th August 2013.
- 2.2. The SPLUMA creates a coherent regulatory framework for spatial planning and land use management for the entire country, that redresses the inefficiencies in the past planning and regulatory systems where spatial planning and land use management is concerned. The Act promotes consistency and uniformity in the application procedures and decision-making by authorities responsible for land use management and development planning application decisions.
- 2.3. The SPLUMA further provides for the preparation of Spatial Development Frameworks (SDFs) by all three spheres of government. Section 12 deals with the content of the SDFs and Section 18 deals with the preparation of the Regional Spatial Development Framework (RSDF).
- 2.4. In terms of Section 18 of the SPLUMA, the Minister must:

18(1) - After consulting with the Premier and Municipal Council responsible for the geographic area, may by notice in a gazette publish a RSDF to guide

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

spatial planning, land development and land use management in any region of the republic.

18(2) - review a RSDF at least once every 5 years from the date of its last publication or amendment and may, after consultation with the Premier and Municipal Council responsible for the Geographic Area propose amendments to the RSDF.

18 (3)-, after consulting with Premier and Municipal Council responsible for the geographic area, may declare any geographic area of the republic to be a region for the purpose of this section when necessary to give effect to the national land use policy or priority in any specific geographic area of the republic in addition to the Spatial Development Framework applicable in the area

18 (4) - Before determining the RSDF as contemplated in subsection (1) and any proposed amendments to the regional Spatial Development Framework Contemplated in subsection (2), the Minister must –

- a) Give notice of the proposed regional development framework in the Gazette and the media;*
- b) Invite the public to submit written representation in respect of the proposed regional SDF to the Minister within 60 days after the publication of the notice referred to in paragraph (a) and;*
- c) Consider all representation received in respect of the proposed regional Spatial Development Framework.*

- 2.5. Considering the above, the Department of Agriculture, Land Reform and Rural Development (DALRRD) decided to request the services of a service provider to develop the RSDF Manual Guide. Furthermore, there are no SPLUMA Regulations for the Acts Section 12 – 18, consequently provinces initiating RSDF lack guidance on the development of RSDFs. It is in light of achieving the SPLUMAs objective of uniform

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

and consistency towards spatial planning and land use management that the development of a RSDF Manual Guide is required.

3. OBJECTIVES

- 3.1. The main objective of the project is to develop the Regional Spatial Development Framework Guide Manual that will guide officials of the department and stakeholders on the processes to be followed upon request for the development of RSDF; guide on the process for declaring a region for the purposes of developing the RSDF; guide the process of reviewing of the RSDF; the approval process of the RSDF by the minister and provide guidance on how the RSDF should be implemented.

4. SCOPE OF WORK

- 4.1. The project entails the development of the Regional Spatial Development Framework Manual Guide for the department in terms of the provision of the SPLUMA focusing on:
- 4.1.1. The requirements for an area to be defined as a region for the purposes of the RSDF;
 - 4.1.2. Process and communication of initiating an RSDF;
 - 4.1.3. Delineating and Gazette of the region;
 - 4.1.4. Function and Role of the Minister and the DALRRD on the development of the RSDF;
 - 4.1.5. Function and Role of stakeholders on the development of the RSDF
 - 4.1.6. Process of reviewing the RSDF;
 - 4.1.7. Implementation of an RSDF (Governance Structures, Role of the Minister, responsibility of other stakeholders);
 - 4.1.8. Monitoring and evaluation of an RSDF.
- 4.2. Development of a Standard Operating Procedures (SOP) guideline for the development of a RSDF, to be utilised by the DALLRD Branch: Spatial Planning and Land Use Management.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

- 4.3. Development of communication material, including but not limited to the following: Booklets and Pamphlets. The successful service provider is expected to develop the content of the communication material, which will be approved by the department.

5. DELIVERABLES

- 5.1. The appointed service provider will be required to deliver to the DALRRD a RSDF detailed Manual Guide in line with section 4 of this term of reference.
- 5.2. Development of the Standard Operating Procedures for the development of a RSDF to be utilised by the DALRRD Branch: Spatial Planning and Land Use Management.

6. SKILLS REQUIREMENTS

- 6.1 Companies or consortium with individuals with qualifications and extensive experience will be required as detailed in the table 1.

Table 1

No.	Key Skill Set	Minimum Qualification
1.	Town/Urban/City and Regional Planning Professionals (minimum of 3) and project management experience.	BSc or BTech in Town/Urban/City and Regional Planning (Registration with SACPLAN as Professional Planner)
2.	Graphic Designer	Relevant qualification (certificate) in graphic design or visual communication (design layout and animation)

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

- 6.2 Qualified and skilled Town and Regional Planner with project management background will also be required to manage and coordinate the work being undertaken.
- 6.3 Proven experience and thorough understanding in the following is also required:
- a) Spatial development policies and legislations;

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

- b) Urban and rural development and land reform;
- c) Previous experience in the development of a spatial development framework either at municipal or provincial levels;
- d) Previous experience with policy and / or planning work at a Regional Level;
- e) Experience in dealing with multidisciplinary projects
- f) Strategic capability and understanding of strategic planning process;
- g) Understanding of the interrelationship amongst the following: social, economic, land use, transport and environmental issues;
- h) Stakeholder and Project Management;
- i) Facilitation and negotiation skills;
- j) Research, analytical writing and communication skills.

6.4 In the case of companies, a company profile is to be provided. In the case of consortium, a letter of commitment from each company / individual is required and must be submitted.

7. PROJECT DURATION AND PAYMENT MILESTONES

7.1 The project will commence after the letter of appointment has been issued and Service Level Agreement has been signed which will expire in six (6) months thereafter and is subject to addition, extension or early termination, depending on the need and performance assessment of the service provider.

7.2 The DALRRD reserve full rights to implement the above-mentioned clause.

TABLE 2: PROJECT DURATION

PHASES	% PAYABLE	TIME FRAMES	SUBMISSION/ OUTPUT
Phase 1: Inception report	5%	1 week	Final inception report
Phase 2: Draft RSDF Manual Guide and SOP	40%	3 months	Draft RSDF Manual Guide and Standard Operating Procedures

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

PHASES	% PAYABLE	TIME FRAMES	SUBMISSION/ OUTPUT
Phase 3: Final RSDF Manual Guide and SOP	50%	2 months, 3 weeks	RSDF Manual Guide and Standard Operating Procedures
Retention	5%		
Total	100%	6 months	

8. INFORMATION GATHERING

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

9. TERMS AND CONDITIONS OF THE BID

- 9.1. Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management general contract conditions.
- 9.2. The DALRRD and successful Service Provider(s) will sign a Service Level Agreement upon appointment. Such a Service Level Agreement will include the following:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

- a) Period of agreement;
 - b) Project objectives and scope;
 - c) Staffing;
 - d) Project plan and project plan management;
 - e) Budget;
 - f) Cost and fee payment;
 - g) Method of communication;
 - h) Reporting relationship;
 - i) Deliverables and terms of deliverables;
 - j) Form and formats of working papers;
 - k) Reviews;
 - l) Uncompleted work;
 - m) Confidentiality;
 - n) Disputes; and
 - o) Financial penalties and termination of contract.
- 9.3. The service provider should submit an acceptance letter and be available to commence with the project within five (5) days after signing the service level agreement.
- 9.4. During the execution of the project, the service provider is required to give reports on the progress of the project (monthly). It is the responsibility of the service provider to organise the progress report meetings and have one of their representatives assigned to taking minutes of all meetings.
- 9.5. Project team members must be available for the duration of the project, the service provider is not allowed to change the composition without prior consent of the DALRRD.
- 9.6. Any deviation from the project plan should be put in writing and signed by the project manager of DALRRD.
- 9.7. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

- 9.8. Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 9.9. Financial penalties will be imposed for agreed upon milestones, targets, and deadline not met without providing:
- a) Timely notification of such delays.
 - b) Reasons for the delays.
 - c) Supporting evidence that the delays were outside of the influence of the service provider.
- 9.10. Payment will **ONLY** be made as per deliverables and upon **SATISFACTION** of good and quality product. Therefore, original invoices submitted for payments must be submitted for payment with relevant supporting documents. No copies or e-mailed invoices will be processed.
- 9.11. 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.
- 9.12. Original invoices to substantiate all costs must be provided. The invoices should include the Department of Agriculture, Land Reform and Rural Development order number that will be provided to the selected service provider upon acceptance of the proposal.
- 9.13. 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.
- 9.14. The Department reserves the right not to appoint anyone.
- 9.15. 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.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

- 9.16. 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.
- 9.17. 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.

10. MANDATORY REQUIREMENTS

NB: Failure to submit or adhere to the following requirements will disqualify the bidder's proposal:

- 10.1. The project leader must be registered with the South African Council for Planners (SACPLAN) and be in good standing in terms of the Planning Profession Act, 2002 as a Professional Planner (**a Copy of valid certificate and a letter of good standing must be attached**).
- 10.2. SBD 3.3 pricing schedule must be completed fully.

11. REPORTING AND ACCOUNTABILITY

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

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

agreement must be reached and signed off together with the project plan before the project commences.

12. EVALUATION CRITERIA

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

12.1. 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

Table 3

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. Capability: Team leader experience, track record and competency	I. The Project leader must be a registered Town Planner II. project management experience, plus III. a minimum of 10 years' working experience in a spatial planning environment: Attach copies of certificates and a CV clearly 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 1. <i>Criteria requirements are poorly met. Two of above i, ii and iii criteria requirements are not met. (Poor = score 1)</i> 2. <i>Criteria requirements are inadequately met. One of above i, ii and iii criteria requirements is not met. (Average = score 2)</i> 3. <i>Meet all criteria requirements. All above i, ii and iii criteria requirements are met. (Good =score 3)</i> 4. <i>Exceed criteria requirement. All above i, ii and iii criteria requirements are met with 10 to 12 years' experience in a spatial planning environment. (Very Good = score 4)</i> 5. <i>Exceed criteria requirement significantly. All above i, ii and iii criteria requirements are met with higher than 12 or more years' experience in a spatial planning environment. (Excellent = score 5)</i>	10	20

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

	<p>The company must have successfully managed a minimum of 2 Similar projects in the past 5 years. Attach short profile clearly demonstrating successful Completion of previous projects, contactable References: List names, addresses, telephone numbers, fax numbers and e-mail.</p> <p><i>0 successfully completed project in the past 5 years. (Poor = score 1)</i></p> <p><i>1 successfully completed project in the past 5 years. (Average = score 2)</i></p> <p><i>2 successfully completed project in the past 5 years. (Good = score 3)</i></p> <p><i>3 successfully completed project in the past 5 years. (Very Good = score 4)</i></p> <p><i>4 or more successfully completed project in the past 5 years. (Excellent = score 5)</i></p>	10	
CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
2. Composition of the technical team to be utilized	<p>Composition of the technical team to be utilized in the execution of the project consist of the below professions: Attach copies of qualifications and CV's clearly indicating a detailed profile of their previous work experience, Contactable References of similar work undertaken- List names, addresses, telephone numbers, fax numbers and E-mail numbers, fax numbers and e-mail.</p>		
	<p>I. Composition of the technical team to be utilized in the execution of the project consists of a minimum of 3 (in addition to the Planners)</p> <p>II. Each Planner must be registered as professionals with SACPLAN</p> <p>III. Each Planner must have ten (10) years post qualification experience in spatial planning and land use management</p> <p>(Attach copies of certificate and CV's clearly indicating a detailed profile of their previous work experience (A COPY OF A VALID CERTIFICATE INDICATING MEMBER IN GOOD STANDING MUST BE ATTACHED)</p> <p><i>1. Criteria requirements are poorly met. Two of above i, ii and iii criteria requirements are not met. (Poor = score 1)</i></p> <p><i>2. Criteria requirements are inadequately met. One of above i, ii and iii criteria requirements is not met. (Average = score 2)</i></p>	35	40

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

	<p>3. <i>Meet all criteria requirements. All above i, ii and iii criteria requirements are met. (Good = score 3)</i></p> <p>4. <i>Exceed criteria requirement. All above i, ii and iii criteria requirements are met with 10 to 12 years' experience in a spatial planning environment. (Very Good = score 4)</i></p> <p>5. <i>Exceed criteria requirement significantly. All above i, ii and iii criteria requirements are met with higher than 12 or more years' experience in a spatial planning environment. (Excellent = score 5)</i></p>		
	<p>Graphic Designer:</p> <p>I. Diploma/certificate in Graphic design or visual communication (design layout and animation)</p> <p>II. with minimum three (3) years experience post qualification experience in design layout and animation.</p> <p>1. <i>Not meeting any criteria requirements. Not meeting above i and ii criteria requirements (Poor = score 1)</i></p> <p>2. <i>Criteria requirements are inadequately met. One of above i and ii criteria requirements is not met. (Average = score 2)</i></p> <p>3. <i>Meet all criteria requirements. Both above i and ii criteria requirements are met. (Good = score 3)</i></p> <p>4. <i>Exceed criteria requirement. Both above i and ii criteria requirements are met with more than 3-5 years post registration experience. (Very Good = score 4)</i></p> <p>5. <i>Exceed criteria requirement significantly. Both above i and ii criteria requirements are met with 5 and more year's post registration experience. (Excellent = score 5)</i></p>	5	
CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
3. Methodology	<p>Clear approach and methodology of how the project deliverables will be executed</p> <p>1. <i>Methodology does not outline the requirements as specified in the ToR (Poor = score 1)</i></p> <p>3. <i>Methodology inadequately and poorly address requirements in the ToR (Average = score 2)</i></p> <p>4. <i>Methodology adequately address most of the requirements in the ToR (Good = score 3)</i></p>	20	40

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

	<ol style="list-style-type: none"> 5. <i>Methodology adequately specified all requirements in the ToR and is acceptable for implementation (Very Good = score 4)</i> 6. <i>Methodology exceptionally specifies the manner in which the project will be delivered and indicate additional value adds (Excellent = score 5)</i> 		
	<p>A project plan demonstrating a coordinated approach of how various project deliverables will be managed against timeframes.</p> <ol style="list-style-type: none"> 1. <i>Proposed time frames do not outline the requirements. (Poor = score 1)</i> 2. <i>Proposed time frames inadequately and poorly meet requirements. Delays unlikely to have a significant impact on the outcome. (Average = score 2)</i> 3. <i>Proposed time frames adequately address most requirements. (Good = score 3)</i> 4. <i>Proposed time frames adequately address all requirements Very Good (score 4)</i> 5. <i>The service provider proposes innovative solutions to deliver the project ahead of schedule and exceptionally meet requirements (Excellent = score 5)</i> 	10	
	<p>Approach to the development of the stakeholder's engagements</p> <ol style="list-style-type: none"> 1. <i>Stakeholder's Engagements Approach does not outline the requirements as specified in the ToR. (Poor = score 1)</i> 2. <i>Stakeholder's Engagements Approach inadequately and poorly address requirements in the ToR. (Average = score 2)</i> 3. <i>Stakeholder's Engagements Approach adequately address most of the requirements in the ToR. (Good = score 3)</i> 4. <i>Stakeholder's Engagements Approach adequately specified all requirements in the ToR and is acceptable for implementation. (Very Good= score 4)</i> 5. <i>Stakeholder's Engagements Approach exceptionally specifies the manner in which the project will be delivered and indicate additional value adds. (Excellent = score 5)</i> 	10	
TOTAL POINTS ON FUNCTIONALITY			100

The Bids that fail to achieve a minimum of 60 points for functionality will be disqualified and will not be invited for the second stage of evaluations in accordance with 80/20 preference points system as stipulated above.

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

Bids that achieve the minimum qualifying score for presentation will be considered further in accordance with the 80/20 preference points system.

12.3. Calculation of points for price

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

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.

12.3.1. When calculating prices:

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

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

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)]

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

12.4. Calculation 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

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

Non-compliant contributor	0
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12.5. 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 presentation of 60 points out of 100 points will be evaluated further in accordance with the price.

13. PROJECT MANAGEMENT WITHIN DALRRD

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

14. OPT OUTCLAUSE

14.1. 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.

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

15. PUBLICATION

15.1 14 days advertisement.

15.2 E-portal

15.3 No Briefing Session

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

16. CONTACT PERSONS FOR TECHNICAL ENQUIRIES

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

CHIEF DIRECTORATE: PLANNING FACILITATION

DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

PRIVATE BAG X833

PRETORIA

0001

Technical enquiries

Sheena **Satikge-Sibisi**

Telephone: 012 312 9432/ 071 472 2924

Email: Ssibisi@dalrrd.gov.za

Supply Chain Management Enquiries

Supply Chain Related Enquiries: Mr Kopano Ntsoane

Telephone number: (012) 312-

E-mail: Kopano.Ntsoane@dalrrd.gov.za

Bid No.:

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

DALRRD 2022-2023

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN 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..... Page 42 of 44.....

Date:.....

Bid No.:

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

3 TOTAL BID PRICE

R.....

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

PHASES	TIME FRAMES	% PAYABLE	TOTAL COST
Phase 1: Inception report	1 week	5%	R.....
Phase 2: Draft RSDF Manual Guide and SOP	3 months	40%	R.....
Phase 3: Final RSDF Manual Guide and SOP	2 months, 3 weeks	50%	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
.....
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.
.....
.....

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

Bid No.:

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK MANUAL GUIDE WITHIN A PERIOD OF SIX (6) MONTHS.

Any enquiries regarding bidding procedures may be directed to the –

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

Technical Related

Ngodiseni Solly Musetha and or Sheena **Satikge-Sibisi**
Telephone: 012 312 9435/071 471 9172 and Tell 012 312 9432/ 071 472 2924
Email: Ngodiseni.Musetha@dalrrd.gov.za ; Ssibisi@dalrrd.gov.za

Qoutation Related

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