

5/2/2/1-RDLR 0017(2019/2020)

**APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A BASELINE REPORT AS PHASE 1 FOR A NATIONAL LAND USE, DEVELOPMENT MONITORING AND SCENARIO BUILDING TOOL TO GIVE EFFECT TO THE REQUIREMENTS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT WITHIN A PERIOD OF TWELVE (12) MONTHS.**

***NB: THERE WILL BE NO BRIEFING SESSION.***

**CLOSING DATE: 08 JULY 2019 @ 11:00**

**TECHNICAL ENQUIRIES** : Mr Rajesh Makan/Zouna Meades  
TEL : (012) 312 9616  
EMAIL : [rajesh.makan@drdlr.gov.za/zouna.meades@drdlr.gov.za](mailto:rajesh.makan@drdlr.gov.za/zouna.meades@drdlr.gov.za)

**BID RELATED ENQUIRIES** : Ms Kedumetse Modise/ Mr Pfarelo Makhado / Mr Abie Olyn  
TEL : (012) 312 9448/8359/9786/9518/9772  
EMAIL : [kedumetse.modise@drdlr.gov.za](mailto:kedumetse.modise@drdlr.gov.za) / [Abie.olyn@drdlr.gov.za](mailto:Abie.olyn@drdlr.gov.za)

**TECHNICAL PROPOSAL – PART 1 OF 2**

## LA 1.1



### rural development & land reform

Department:  
Rural Development and Land Reform  
REPUBLIC OF SOUTH AFRICA

**Chief Directorate:** Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Pfarelo Makhado: **Tel:** (012) 312 9518

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

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**BID NUMBER:** 5/2/2/1-RDLR 0017(2019/2020)

**CLOSING TIME:** 11H00

**CLOSING DATE:** 08 JULY 2019

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

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 2, SBD 3.3, SBD4, SBD 5, SBD6.1, SBD 8, SBD9 , Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

**SIGNED**  
**BIDS MANAGEMENT**  
**DATE: 13 JUNE 2019**

LA 1.3

## MAP TO BIDDER BOX (B BOX)

**5/2/2/1-RDLR 0017(2019/2020) CLOSING DATE: 08 JULY 2019 AT 11:00**

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

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

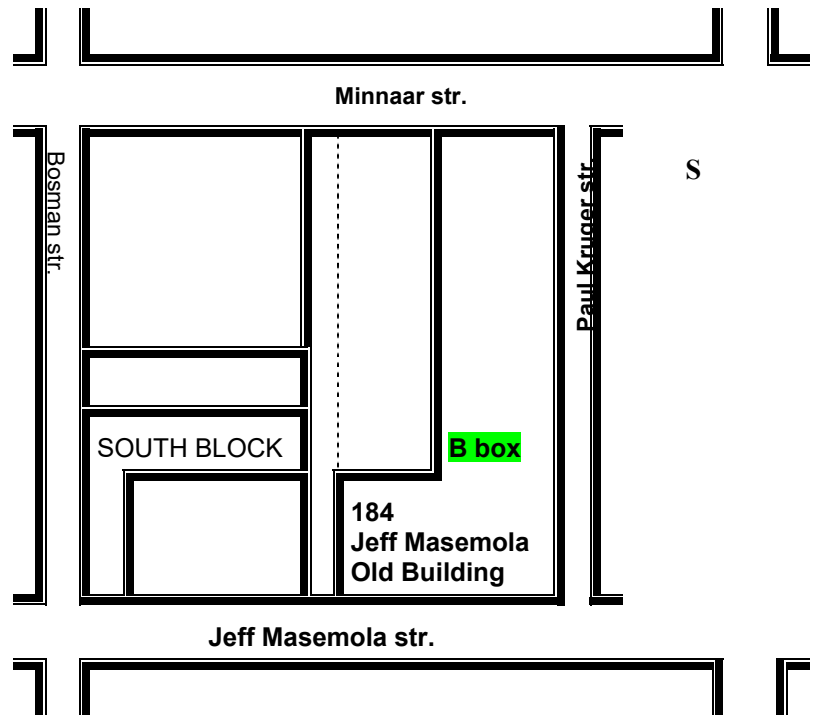
**THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK**

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

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

**Department of Rural Development &  
Land Reform  
Acquisition Management  
(BIDS)  
THE OLD BUILDING 184  
JEFF MASEMOLA STREET, PRETORIA,  
0001**

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



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

**SUBMIT YOUR BID IN A SEALED ENVELOPE**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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.

PART A  
INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)</b>					
BID NUMBER:	5/2/21-RDLR 0017(2019/2020)	CLOSING DATE:	08 JULY 2019	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A BASELINE REPORT AS PHASE 1 FOR A NATIONAL LAND USE, DEVELOPMENT MONITORING AND SCENARIO BUILDING TOOL TO GIVE EFFECT TO THE REQUIREMENTS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT WITHIN A PERIOD OF TWELVE (12) MONTHS.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM					
184 JEFF MASEMOLA STREET					
PRETORIA					
0001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms Kedumetse Modise		CONTACT PERSON	Mr Rajesh Makan/Zouna Meades	
TELEPHONE NUMBER	012 312 9772		TELEPHONE NUMBER	(012) 312 9616	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:kedumetse.modise@drdlr.gov.za">kedumetse.modise@drdlr.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:rajesh.makan@drdlr.gov.za">rajesh.makan@drdlr.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## **AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.**

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

**Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.**

### AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

<b>MABEL HOUSE (Pty) Ltd</b>	
<b>By resolution of the Board of Directors taken on 20 May 2000,</b>	
<b>MR A.F JONES</b>	
<b>has been duly authorised to sign all documents in connection with</b>	
<b>Contract no CRDP 0006, and any contract which may arise there from,</b>	
<b>on behalf of <i>Mabel House (Pty) Ltd.</i></b>	
<b>SIGNED ON BEHALF OF THE COMPANY:</b>	<b>(Signature of Managing Director)</b>
<b>IN HIS CAPACITY AS:</b>	<b>Managing Director</b>
<b>DATE:</b>	<b>20 May 2000</b>
<b>SIGNATURE OF SIGNATORY:</b>	<b>(Signature of A.F Jones)</b>
<b>As witnesses:</b>	
1.	.....
2.	.....
Signature of person authorised to sign the tender: .....	
Date: .....	

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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



# Application for a Tax Clearance Certificate

### Purpose

Select the applicable option .....Tenders  Good standing

If "Good standing", please state the purpose of this application

Two empty text input boxes for stating the purpose of the application.

### Particulars of applicant

Name/Legal name (Initials & Surname or registered name)											
Trading name (if applicable)											
ID/Passport no						Company/Close Corp. registered no					
Income Tax ref no						PAYE ref no	7				
VAT registration no	4					SDL ref no	L				
Customs code						UIF ref no	U				
Telephone no	C O D E		N U M B E R			Fax no	C O D E		N U M B E R		
E-mail address											
Physical address											
Postal address											

### Particulars of representative (Public Officer/Trustee/Partner)

Surname											
First names											
ID/Passport no						Income Tax ref no					
Telephone no	C O D E		N U M B E R			Fax no	C O D E		N U M B E R		
E-mail address											
Physical address											





## SBD 4

## DECLARATION OF INTEREST

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

<sup>1</sup>"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....



**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....	Closing date:.....
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print).....
Date.....	

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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





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

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

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

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

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

*(Tick applicable box)*

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

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

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

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
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 .....
.....
.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
  
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> 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.

**SBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



# DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

## SUPPLIER MAINTENANCE:

BAS  PMIS  LOGIS  WCS   CONTRACTOR CONSULTANT

OFFICE: .....

Head Office Only	
Captured By:	_____
Date Captured:	_____
Authorised By:	_____
Date Authorised:	_____
Supplier code:	_____
Enquiries. :	_____
Tel. No.:	_____

### The Director General : I DEPT OF RURAL DEVELOPMENT AND LAND REFORM

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

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

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

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

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

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

Company / Personal Details	
Registered Name	_____
Trading Name	_____
Tax Number	_____
VAT Number	_____
Title:	_____
Initials:	_____
First Name:	_____
Surname:	_____
Postal and Street Address Detail of the Company / Individual	
Postal Address	_____
Street Address	_____
Postal Code	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
New Detail	
<input type="checkbox"/> New Supplier information	<input type="checkbox"/> Update Supplier information
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other ( Specify )
Department Number	<input type="text"/> <input type="text"/>

**Supplier Account Details**

**This field is compulsory and should be completed by a bank official from the relevant bank**

Account Name

Account Number

Branch Name

Branch Number

Account Type  Cheque Account  
 Savings Account  
 Transmission Account  
 Bond Account  
 Other (Please Specify)

ID Number

Passport Number

Company Registration Number

\*CC Registration

**\*Please include CC/CK where applicable**

Practise Number

**Bank stamp**  
 It is hereby confirmed that this details have been verified  
 against the following screens  
**ABSA-CIF** screen  
**FNB-** Hogans system on the CIS4/CUPR  
**STD** Bank-Look-up-screen  
**Nedbank-** Banking Platform under the Client Details Tab

**Contact Details**

Business

Area Code  Telephone Number  Extension

Home

Area Code  Telephone Number  Extension

Fax

Area Code  Fax Number

Cell

Cell Code  Cell Number

Email Address

Contact Person:

<input type="text"/>	<input type="text"/>
Supplier Signature	Departmental Official
<input type="text"/>	<input type="text"/>
Print Name	Print Name
<input type="text"/>	<input type="text"/>
<input type="text"/>	Rank
<input type="text"/>	<input type="text"/>

**Adress of Rural Development and Land Reform  
 Office where form is submitted from**

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

**NB: All relevant fields must be completed**



## rural development & land reform

Department:  
Rural Development and Land Reform  
REPUBLIC OF SOUTH AFRICA

### **Branch: Spatial Planning and Land Use Management**

Capitol Towers, 224 Helen Joseph Street, Pretoria 0001 | Private Bag X 833, Pretoria 0001 | Tel: 012 312 9548 | Fax: 086 692 8882 | Email: [Rajesh.Makan@drdlr.gov.za](mailto:Rajesh.Makan@drdlr.gov.za)

## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A BASELINE REPORT AS PHASE 1 FOR A NATIONAL LAND USE, DEVELOPMENT MONITORING AND SCENARIO BUILDING TOOL TO GIVE EFFECT TO THE REQUIREMENTS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT WITHIN A PERIOD OF TWELVE (12) MONTHS**

### **1. INTRODUCTION**

1.1. The National Department of Rural Development and Land Reform (DRDLR) requires the professional services of a Service Provider(s) to develop a baseline report as Phase 1 for a National Land use, Development Monitoring and Scenario Building Tool to give effect to the requirements of the Spatial Planning and Land Use Management Act within a period of twelve (12) months.

### **2. BACKGROUND**

2.1. Pre-1994 spatial planning and land use management was designed to serve a political idea of segregation, differentiation, and privilege. This resulted in multiple laws, institutions and parallel processes instituted by pre-1994 pieces of legislation. These laws were fragmented across the old boundaries of the then four (4) provincial administrations, homelands, and Self-Governing Territories (SGT).

2.2. In 1994, South Africa inherited a complex and disjointed planning systems which manifests in unequal, incoherent and inefficient settlement patterns. The Development Facilitation Act, 1995 (Act No. 67 of 1995) ("the DFA") was promulgated as an interim measure to deal with this legacy. The Spatial Planning and Land Use Management Bill emerged through the Green Paper (1999) and White Paper (2001) processes to provide policy guidance towards the regulation of spatial planning and land use management in the country.

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- 2.3. The Spatial Planning and Land Use Management Bill was assented to by the President on 2 August 2013, and gazetted on 5 August 2013 as the Spatial Planning and Land Use Management Act No. 16 of 2013(SPLUMA). The Act was brought into operation from 1 July 2015 and its purpose was to address the above mentioned past spatial and regulatory imbalances, promote greater consistency and uniformity in the application procedures and decision-making by authorities responsible for land use decisions and development applications, among other things.
- 2.4. DRDLR has been responsible for the abovementioned processes of bringing the Act into operation and ensuring its implementation through the Branch Spatial Planning and Land Use Management.
- 2.5. The Spatial Planning and Land Use Management Act, 16 of 2013 Section 8 2 (d) requires the Minister of Rural Development and Land Reform to develop norms and standards that include the monitoring of land use and land use changes. The Norms and Standards as prescribed in the Act must include:
- (i) a report on and an analysis of existing land use patterns;
  - (ii) a framework for desired land use patterns;
  - (iii) existing and future land use plans, programmes and projects relative to key sectors of the economy; and
  - (iv) mechanisms for identifying strategically located vacant or under-utilised land and for providing access to and the use of such land;
- 2.6. The Department has undertaken various projects to attempt to develop a Land Use Monitoring tool.

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**Table 1:** Branch SPLUM project list to date

<b>BRANCH SPLUM PROJECT LIST</b>	
<b>NO</b>	<b>PROJECT NAME</b>
<b>FINANCIAL YEAR 2014/15</b>	
4	Identification of Strategically Located Land Project
8	Regulations for SPLUMA
<b>FINANCIAL YEAR 2015/16</b>	
13	Land Use Suitability Assessment Criteria
15	Compliance, Monitoring and Enforcement Framework for the SPLUMA
16	Land Use Monitoring Tool
<b>FINANCIAL YEAR 2016/17</b>	
19	Rural Land Use Management and Regulatory Guidelines
<b>FINANCIAL YEAR 2017/18</b>	
26	Discussion document on National SPLUM Norms and Standards in terms of SPLUMA
30	SPLUMA Toolkit -Model Land Use Scheme

\* This project list is not a reflection of all the projects. The Service Provider will receive a full list of all projects from DRDLR.

**3. PROBLEM STATEMENT**

- 3.1. The Department of Rural Development and Land Reform’s Spatial Planning and Land Use management has embarked on a number of projects to determine the existing land use patterns and monitor changes.
  
- 3.2. These existing projects has resulted in data on land uses at various scales, however there is not a current set of comprehensive data on existing land use patterns in South Africa.
  
- 3.3. The requirement of the Act to have Wall-to-wall Land Use schemes within Municipal boundaries will result in such data at a stand level, however a large number of municipalities have not adopted such a land use scheme.
  
- 3.4. Additionally different sets of classification will be used in different Municipal boundaries, therefore in order to monitor and measure a translation will be required into broad categories to enable such monitoring.

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- 3.5. In order to develop a “smart” monitoring tool that will also provide a platform for creating simulation to determine desired land use patterns a strong data collection, storing, translation and application methodology will need to be developed.
- 3.6. In the light of the above and in accordance with the Act, the Department requires the development of a baseline report as Phase 1 in accordance with the Project Objectives.

**4. PROJECT OBJECTIVES**

- 4.1. The objectives of the project include:
- (a) To determine the existing level of Land Use data available for South Africa.
  - (b) To analyse international data collection, translation and application methodologies
  - (c) To develop a matrix for translation of Land Uses in order to enable the development of a “smart” monitoring tool
  - (d) To develop a report on the required data collection and storing methodology in order to have a parcel level data set Land Uses for South Africa.

**5. SCOPE OF THE PROJECT**

- 5.1. The Service Provider is expected to undertake a comprehensive assessment of Land Use in South Africa. The project is divided into 2 Parts:
- 5.1.1. **PART 1:** Assessment of available land use information:
- (a) Determine the extent and level of data available on a National scale pertaining to:
    - i. Metropolitan cities
    - ii. Secondary Cities
    - iii. Areas without Land Use Schemes
    - iv. Areas under Traditional Authority



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- (b) Review and provide a critical analysis of the projects executed to date (complete and incomplete) as provided but not limited to Table 1 above and the level of data available.
- (c) Assess possible sources/methodologies for collection of Land Use data

5.1.2. **PART 2:** Assessment of data collection, storing, translation and application methodology

- (a) Provide an analysis of methodologies for land use data collection, development monitoring and scenario building tools in South African taking into account, but not limited the following:
  - i. Valuation roll information
  - ii. Title Deed information
  - iii. International uses of big data
  - iv. Available sensors to provide such data
  - v. Computer Aided Scenario building
- (b) Undertake research on the storing and server requirements and platforms.
- (c) Undertake research to provide a translation of land uses that include Schedule 2 of the Act to utilize as a standard for monitoring.
- (d) Provide a baseline report on the status quo and the requirements to ensure all land use information can be collected, stored, translated and applied.

5.2. The Service Provider is expected to make contact with all the relevant officials and units within the local, provincial and national spheres of government to obtain relevant information that is required for the project. Existing information would 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**

6. **PROJECT DELIVERABLES**

- 6.1 The appointed service provider must deliver on the following deliverables:
  - (a) A Baseline report on the Land Use data availability, collection, storing, translation and application to enable the Department to embark on a second phase to create a monitoring tool and ultimately a simulation tool.

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- (b) Submissions should be in a report form of both hard and electronic versions. The Service Provider will be responsible for the layout design and editing of the publication and must submit 5 hard copies of the reports to DRDLR.
- (c) Furthermore, the Service Provider is required to submit the following:
- i. A detail breakdown of activities as per phase / major component with clear timeframe deliverables (with reference to the above);
  - ii. Proof of consultations, e.g. content compliance, notices of intent, stakeholder participation (minutes of meetings, power point slide shows, handouts of presentations at stakeholder meetings, colour brochure and information posters) etc.;
  - iii. Progress reports (five milestones / major component have to be developed incrementally) and draft plans as the project progresses in digital format as an MS Word Document;
  - iv. Electronic documents/ reports per phase as per programme of action;
  - v. Final report in digital format and a full colour hard copy (full report in English).

**7. PROJECT PHASES**

7.1. The project will occur in the following phases:

**TABLE 1: PROJECT PHASES AND TIMEFRAME**

<b>Phase</b>	<b>Deliverable</b>	<b>Cost Per Phase</b>	<b>Timeframe</b>
<b>Phase 1:</b> Inception Report	Inception Report: Detail breakdown of activities proposed methodology for determination of baseline information	10%	1 month
<b>Phase 2:</b> Comprehensive Assessment report	Comprehensive Assessment of the level of data available from DRDLR projects and other identified sources	20%	3 months
<b>Phase 3:</b> Comprehensive report on Data collection, storage and application methodology	Comprehensive assessment of the use of Big Data and Sensors and the application in South Africa for Data collection	10%	3 Months

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<b>Phase 4:</b> Draft Translation Matrix for Land Use, Development Monitoring and Scenario Building Tool	Develop a draft translation matrix aligned to Schedule 2 of the Act in order to have a singular set of Land Uses to utilise as a monitoring tool	20%	1 months
<b>Phase 5:</b> Consultation and amended report	Consultation and amendment to Comprehensive report and Translation matrix	10%	2 month
<b>Phase 6:</b> Final Baseline report on Land Uses in South Africa	Final Baseline report on the Land Use data collection, storage, translation and application methodologies.	15%	2 month
<b>Retention</b>		15%	

**8. SOLUTION PARAMETERS / INFORMATION GATHERING**

- 8.1. 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 DRDLR 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.***
- 8.2. 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.

**9. PROJECT TIME FRAME AND COST**

- 9.1. It is expected that the project be completed in a period of twelve (12) months effective from the date of appointment. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled under Table 1.

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- 9.2. 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.
- 9.3. An amount for the final draft is payable upon ratification by the Department.
- 9.4. 15% retention will be paid once final project documentation has been approved by all stakeholders.
- 9.5. Monthly reports (per phase) 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.

**10. CONTENTS OF THE PROJECT PROPOSAL**

- 10.1. 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 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 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.
  - vi. Evidential and documentary proof of professional qualification, registration and affiliation. For instance, if a team member claims to be a Town Planner, a copy of the registration with the South African Council for Planners (SACPLAN) is required.
  - vii. Any shortcomings in the study specifications, how these ought to be addressed and the cost implications thereof.
  - viii. All-inclusive costing model.

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ix. 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.

10.2. Relevant requirements are skills and experience in:

10.2.1. The relevant skills required to successfully complete the project include the service of a professionally registered Town Planner, legal expert, GISc Skills, the professional service of persons well-versed in spatial planning and land use management legislation and other policies relating to the planning environment, and municipal planning. It is vital that the appointed Service Provider has legal knowledge with regards to the Constitutional powers and functions across the 3 spheres of government.

10.2.2. The relevant but non mandatory skills and experience requirements are listed as follows:

- i. Spatial planning and land use policy development;
- ii. Spatial planning, including the preparation of an SDF;
- iii. Land Use Management, including the preparation of municipal town planning or zoning schemes;
- iv. GISc expertise;
- v. Ability to think strategically;
- vi. Understanding of the interrelationships amongst the following: social, economic, land use, transport and environmental issues.
- vii. Project management.
- viii. Planning law.
- ix. Research and analysis.

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

**11. PROJECT MANAGEMENT WITHIN DRDLR**

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

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 DRDLR.

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 DRDLR.

11.5. All team members that will be directly involved in the project may, at the sole discretion of the Chief Director: Planning Facilitation, 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.

**12. MANDATORY REQUIREMENTS**

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

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- 12.1. Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
  - 12.2. A Resolution authorizing a particular person to sign the bid documents.
  - 12.3. Submission of separate sealed technical offer (Functionality proposal) and separate sealed detailed financial offer (Fully completed pricing Schedule)
  - 12.4. The project leader must be registered with South African Council for Planners (SACPLAN) and or with the South African Geomatics Council (SAGC) in good standing in terms of the Planning Profession Act, 2002 as a Professional Planner and or registered as a GISc practitioner in terms of the Geomatics Professions Act, 2013 (**a Copy of valid certificate and a letter of good standing must be attached**).
13. **FINANCIAL PENALTIES**
- 13.1. 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.
  - 13.2. 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.
  - 13.3. 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

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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.

**14. UNDUE DELAY REMEDIES**

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

**TABLE 3: UNDUE DELAY REMEDIES**

<b>Milestone</b>	<b>% Payable</b>	<b>5 Days Overdue</b>	<b>10 Days Overdue</b>	<b>15 Days Overdue</b>	<b>30 Days Overdue</b>	<b>More than 30 days overdue</b>
<b>Phase 1:</b>	<b>10%</b>	<b>15%</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>
<b>Phase 2:</b>	<b>20%</b>	<b>20%</b>	<b>40%</b>	<b>60%</b>	<b>80%</b>	<b>100%</b>
<b>Phase 3:</b>	<b>10%</b>	<b>15%</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>
<b>Phase 4:</b>	<b>20%</b>	<b>20%</b>	<b>40%</b>	<b>60%</b>	<b>80%</b>	<b>100%</b>
<b>Phase 5:</b>	<b>10%</b>	<b>15%</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>
<b>Phase 6:</b>	<b>15%</b>	<b>15%</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>
<b>Retention</b>	<b>15%</b>					
<b>Total</b>	<b>100%</b>					

**15. RETENTION**

15.1. The Department of Rural Development and Land Reform shall retain 15% of the total project cost in the case of late or non-delivery.

15.2. The service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after milestone due date.

15.3. The service provider may apply to the Department for an extension on the delivery date on any milestone – provided that the service provider gives valid reason(s) to the sole satisfaction of the Department.



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**16. EXTRA WORK**

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

**17. REPORTING AND ACCOUNTABILITY**

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

17.2. All electronic and hard copy information captured/utilised to provide the output of the project remains the property of DRDLR. 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 DRDLR. DRDLR will retain copyright and all associated intellectual rights relating to the project.

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

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

**18. EVALUATION CRITERIA**

18.1. 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.

18.2. 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.

**18.3. First Stage - Evaluation of Functionality**

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

**TABLE 4: EVALUATION CRITERIA**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	TOTAL
RESOURCES	The <b>project team leader must be a Registered Professional Planner and or GISc Practitioner with a minimum of 10 years’ experience in managing similar projects.</b> Attach CV with a detailed profile of previous work done/-  <ul style="list-style-type: none"> <li>❖ CV attached with more than 12 years’ experience: <b>score 5</b></li> <li>❖ CV attached with 11 – 12 years’ experience: <b>score 4</b></li> <li>❖ CV attached with 10 years’ experience: <b>score 3</b></li> <li>❖ CV attached with less than 08 to 09 years : <b>score 2</b></li> <li>❖ CV attached with less than 7 years’ experience: <b>score 1</b></li> </ul>	15	<b>30</b>
	<p><b>Composition of technical team</b> to be utilized in the execution of the project consist of a minimum of 3 Planners registered as professionals with SACPLAN and or a GISc Practitioners registered with SAGC and with 5 years post qualification experience in spatial planning and land use management. <b>(Attach copies of valid certificate and a letter of good standing for SACPLAN and or SACG and CV’s clearly indicating a detailed profile of their previous work experience</b></p> <ol style="list-style-type: none"> <li>1. One Planner/GISc Practitioner registered with SACPLAN with 5 years post qualification experience in spatial planning and land use management - <b>Poor (score 1)</b></li> <li>2. Two Planners/GISc Practitioners registered with SACPLAN/ SAGC with 5 years post qualification experience in spatial planning and land use management - <b>Average (score 2)</b></li> <li>3. Three Planners/GISc Practitioners registered with SACPLAN/ SAGC with 5 years post qualification experience in spatial planning and land use management - <b>Good (score 3)</b></li> <li>4. Four Planners/GISc Practitioners registered with SACPLAN/ SAGC with 5 years post qualification experience in spatial planning and land use management - <b>Very good (score 4)</b></li> <li>5. Five Planners/GISc Practitioners registered with SACPLAN/ SAGC with 5 years post qualification experience in spatial planning and land use management – <b>Excellent (score 5)</b></li> </ol>	15	
Experience and Track Record of Team Members			
CAPABILITY	Demonstrate company thorough knowledge and expertise in the area of spatial planning and land use management and also proven knowledge in relation to;	30	<b>30</b>

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	TOTAL
Competency of the Company –	<p>a) Spatial planning and land use policy development including the preparation of an SDF;</p> <p>b) Land Use Management, including the preparation of municipal town planning or zoning schemes;</p> <p>c) Research and analysis</p> <p>d) Project management.</p> <p>e) Planning law.</p> <p>The company must have successfully completed a <b>minimum of 3 similar</b> projects that demonstrate knowledge and expertise in areas mentioned above. <b>The bidder must provide at least three (3) reference letters from contactable clients.</b></p> <p><b>(The reference letters must be on the client’s letterhead and should contain the following detail: client’s company name, name and position of person who may be contacted and telephone number, description of project and an indication of whether the project was successful or not.)</b></p> <p>1) 5 (five) similar projects successfully completed: <b>Score = 5</b></p> <p>2) 4 (four) similar projects successfully completed: <b>Score = 4</b></p> <p>3) 3 (three) similar projects successfully completed: <b>Score = 3</b></p> <p>4) 2 (two) similar projects successfully completed: <b>Score = 2</b></p> <p>5) 1 ) one similar projects successfully completed: <b>Score = 1</b></p>		
<b>METHODOLOGY AND PROJECT MANAGEMENT</b>	<p>A broad overview of approaches and methodologies that may be employed to execute project as per the scope of work.</p> <ul style="list-style-type: none"> <li>- Appropriateness of proposed approach and methodology</li> <li>- The degree to which the methodology proposed is sound, professional, realistic and logical.</li> <li>- Method and clarity regarding presentation of the final outputs of the project;</li> <li>- Programme with clear timelines and output</li> <li>- Indicators and means of verifying progress.</li> <li>- Quality assurance steps indicated</li> <li>- Clear reporting mechanism</li> </ul> <p>1) Methodology and propose plan <u>exceptionally</u> specifies the manner in which the project will be delivered and indicate additional value adds- <b>Excellent = 5</b></p> <p>2) Methodology and propose plan <u>adequately specified all</u> requirements in the ToR and is acceptable for implementation - <b>Very good= 4</b></p> <p>3) Methodology and propose plan adequately address <u>most</u> of the requirements in the ToR - <b>Good = 3</b></p>	40	<b>40</b>

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	TOTAL
	4) Methodology and propose plan <u>inadequately</u> and poorly address requirements in the ToR - <b>Average = 2</b> 5) Methodology and propose plan does <u>not</u> outline the requirements as specified in the ToR - <b>Poor = 1</b>		
	<b>TOTAL</b>		<b>100</b>

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

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

Bids that achieve the minimum qualifying score for functionality of 60 points out of 100 points will be evaluated further in accordance with the 80/20 preference points system.

**18.6. Calculation of Points for Price**

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.

**18.7. 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:

B-BBEE Status Level of Contributor	Number of Points (80/20 system)
<b>1</b>	<b>20</b>
<b>2</b>	<b>18</b>
<b>3</b>	<b>14</b>

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4	12
5	8
6	6
7	4
8	2
<b>Non-compliant contributor</b>	<b>0</b>

18.7.1. Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof. In order to claim the B-BBEE points in accordance with the above table of B-BBE Status Level of Contributor, Bidders must submit any of the following proof of B-BBEE Status Level Verification Contributor;

- B-BBEE Status level certificate issued by an authorized body or person;
- A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- Any other requirement prescribed in terms of the B-BBEE Act;

18.7.2. Bidders who do not submit B-BBEE Status level verification certificates or are non-compliant contributors to B-BBEE, do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process. They will score points out of 80 for price only zero (0) points out 20 for B-BBEE.

A trust, consortium or joint venture will qualify for points for the B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated BBEE scorecard is prepared for every separate bid.

Any bid that is qualified by the bidders own conditions will automatically be disqualified

**19. TERMS AND CONDITIONS OF THE BID**

19.1. Awarding of the bid will be subject to the service provider's express acceptance of the DRDLR Supply Chain Management's general contract conditions. The

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

- 19.2. The service provider should commence with the project within five (5) days after receiving the letter of appointment and the service level agreement signed.
- 19.3. 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 assigned to taking minutes and circulating them to the steering committee members.
- 19.4. Any deviation from the project plan should be put in writing and signed by the project manager.
- 19.5. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 19.6. Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 19.7. When DRLR 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 DRDLR. This condition will apply for a period of one month from the day the project was completed and submitted to DRDLR.
- 19.8. Ownership of documentation collected from this assignment vest in DRDLR. The DRDLR will become the custodian of documentation submitted.

**20. OUTCLAUSE**

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

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MANAGEMENT ACT WITHIN A PERIOD OF TWELVE (12) MONTHS**

**21. CONTACT PERSON FOR TECHNICAL ENQUIRIES**

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

**Chief Directorate: Integrated Spatial Planning**

**Department of Rural Development and Land Reform**

**Private Bag X833**

**Pretoria**

**0001**

Attention: **Zouna Meades**

Telephone: 012 312 95 9616; Fax: 0866411437

Email: Zouna.Meades@drdlr.gov.za

**21.2. Supply Chain Management Enquiries:**

Supply Chain Management Enquiries

Mr Abe Olyn

BIDS Unit

(012) 312 9518

Email: abe.olynd@drdlr.gov.za

**21.3. Publications**

- Tender bulletin
- 21 Days

5/2/2/1-RDLR 0017 (2019/2020)

**APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A BASELINE REPORT AS PHASE 1 FOR A NATIONAL LAND USE, DEVELOPMENT MONITORING AND SCENARIO BUILDING TOOL TO GIVE EFFECT TO THE REQUIREMENTS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT WITHIN A PERIOD OF TWELVE (12) MONTHS.**

***NB: THERE WILL BE NO BRIEFING SESSION.***

**CLOSING DATE: 08 JULY 2019 @ 11:00**

**TECHNICAL ENQUIRIES** : Mr Rajesh Makan/Zouna Meades  
TEL : (012) 312 9616  
EMAIL : [rajesh.makan@drdlr.gov.za/zouna.meades@drdlr.gov.za](mailto:rajesh.makan@drdlr.gov.za/zouna.meades@drdlr.gov.za)

**BID RELATED ENQUIRIES** : Ms Kedumetse Modise/ Mr Pfarelo Makhado / Mr Abie Olyn  
TEL : (012) 312 9448/8359/9786/9518/9772  
EMAIL : [kedumetse.modise@drdlr.gov.za](mailto:kedumetse.modise@drdlr.gov.za) / [Abie.olyn@drdlr.gov.za](mailto:Abie.olyn@drdlr.gov.za)

**FINANCIAL PROPOSAL – PART 2 OF 2**



RDLR ..... 2019-2020

**PRICING SCHEDULE FOR APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A BASELINE REPORT AS PHASE 1 FOR A NATIONAL LAND USE, DEVELOPMENT MONITORING AND SCENARIO BUILDING TOOL TO GIVE EFFECT TO THE REQUIREMENTS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT WITHIN A PERIOD OF TWELVE (12) MONTHS**

NAME OF BIDDER: ..... BID NO.: DRDLR -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 <u>VALUE ADDED TAX</u>
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Bid Initials .....  
Bid's Signature.....  
Date:.....

**PRICING SCHEDULE FOR APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A BASELINE REPORT AS PHASE 1 FOR  
A NATIONAL LAND USE, DEVELOPMENT MONITORING AND SCENARIO BUILDING TOOL TO GIVE EFFECT TO THE  
REQUIREMENTS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT WITHIN A PERIOD OF TWELVE (12)  
MONTHS FORM SBD 3.3.**

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.

3 **TOTAL BID PRICE** R.....

<b>DESCRIPTION</b>	<b>PERCENTA GES</b>	<b>PERIOD</b>	<b>TOTAL PER ANNUM</b>
<b>Phase 1:</b> Inception Report	10%	1 month	R.....
<b>Phase 2:</b> Comprehensive Assessment report	20%	3 months	R.....
<b>Phase 3:</b> Comprehensive report on Data collection, storage and application methodology	10%	3 Months	R.....
<b>Phase 4:</b> Draft Translation Matrix for Land Use, Development Monitoring and Scenario Building Tool	20%	1 months	R.....
<b>Phase 5:</b> Consultation and amended report	10%	2 month	R.....
<b>Phase 6:</b> Final Baseline report on Land Uses in South Africa	15%	2 month	R.....
<b>Retention</b>	<b>15%</b>		R.....
<i>Sub-Total (excl. VAT)</i>			R.....
<i>15% VAT</i>			R.....
<i>Total (incl. VAT)</i>			R.....

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

6. Estimated man-days for completion of project .....

Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A COMPREHENSIVE CAPACITY BUILDING AND DEVELOPMENT STRATEGY AND AN IMPLEMENTATION PLAN FOR THE IMPLEMENTATION OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT 16 OF 2013 (SPLUMA) FOR A PERIOD OF SIX (6) MONTHS FORM SBD 3.3.**

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

Any enquiries regarding bidding procedures may be directed to the –

**Attention: Mr. Rajesh Makan/ Zouna Meades**

Telephone: 012 312 958155/ 9616; Fax: 0866411437

Email: Rajesh.Makan@drdlr.gov.za

Email: Zouna.Meades@drdlr.gov.za

**OR**

**Supply Chain Management Enquiries**

**Or Supply Chain Management Enquiries**

**Mr Abie Olyn/ Kopano Ntsoane**

**Email: [Abie.olynd@drdlr.gov.za](mailto:Abie.olynd@drdlr.gov.za)**

**Contacts: (012) 312 9772/9518/9448**

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