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5/2/2/1 DALRRD NC – 0002(2022/2023)

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER / CONSORTIUM OF SERVICE PROVIDERS TO REVIEW AND DEVELOP THREE (3) SEPARATE AND DISTINCT DISTRICT MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS IN ORDER TO BE FULLY SPLUMA COMPLIANT FOR THE NAMA-KWA~, ZF MGCWU~ AND JOHN TAOLO GAETSEWE DISTRICT MUNICIPALITIES (NORTHERN CAPE) WITHIN A PERIOD OF NINE (9) MONTHS.**

***THERE WILL BE NO BRIEFING SESSION***

**CLOSING DATE: 28 JUNE 2022**

**TECHNICAL ENQUIRIES :**

Mr Gerhard de Bruin  
TEL : (053) 832 5084  
EMAIL : Gerhardus.DeBruin@dalrrd.gov.za

**BID RELATED ENQUIRIES :**

Ms Tshgofatso Chubane  
TEL : (053) 830 4000  
EMAIL : Tshgofatso.Chubane@dalrrd.gov.za





## agriculture, land reform & rural development

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

PROVINCIAL SHARED SERVICE CENTRE: NORTHERN CAPE

**Directorate:** Financial and Supply Chain Management Services: **Sub-Directorate:** Demand and Acquisition Management Services:  
**Enquiries:** Ms T Chubane : **Tel:** (053) 830 4000

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

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**CLOSING TIME:** 11H00

**CLOSING DATE:** 28 JUNE 2022

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**VALIDITY PERIOD: 90 DAYS**

**BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE 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 SBD 1, SBD 2, SBD 3, SBD 4, SBD 6.1, GCC and Specification.
3. 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.
4. The attached forms must be completed in detail and returned with your bid. Each bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, and closing date and time.
5. The bid must be addressed to the Director: Finance and Supply Chain Management, Provincial Shared Service Centre, Department of Agriculture Land Reform and Rural Development, in order to reach the destination no later than the closing date and time. The bid must be deposited in the bid box situated on the 6<sup>th</sup> floor reception area of the Department of Agriculture Land Reform and Rural Development, Corner Knight & Stead Street ,6<sup>th</sup> floor Court Building Kimberley 8301. **Bidders must ensure that bids are delivered timeously to the correct address. (failure to comply will disqualify your proposal)**

Yours faithfully

*Signed*

BID MANAGEMENT

Date: 03 JUNE 2022

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**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 security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, 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

- (d) for each appropriate unit of the supplied goods; performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 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**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	5/2/2/1 –DALRRD NC 0002(2022/2023)	CLOSING DATE:	28 JUNE 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER / CONSORTIUM OF SERVICE PROVIDERS TO REVIEW AND DEVELOP THREE (3) SEPARATE AND DISTINCT DISTRICT MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS IN ORDER TO BE FULLY SPLUMA COMPLIANT FOR THE NAMAKWA~, ZF MGCAWU~ AND JOHN TAOLO GAETSEWE DISTRICT MUNICIPALITIES (NORTHERN CAPE) WITHIN A PERIOD OF NINE (9) MONTHS.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT</b>					
<b>CNR KNIGHT &amp; STEAD STREET</b>					
<b>KIMBERLEY</b>					
<b>8301</b>					
<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					
	TCS PIN:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:			
<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	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW ]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY	DALRRD		CONTACT PERSON	GERHARD DE BRUIN	
CONTACT PERSON	T. CHUBANE		TELEPHONE NUMBER	053 832 5084	
TELEPHONE NUMBER	053 830 4000		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Gerhardus.DeBruin@dalrrd.gov.za	
E-MAIL ADDRESS	Tshegofatso.chubane@dalrrd.gov.za				

## 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 ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

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

**CENTRAL SUPPLIER DATABASE (CSD) NUMBER: .....**

## **AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBDs) 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 **CLOSE 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, close 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:

<p><b>MABEL HOUSE (Pty) Ltd</b></p> <p>By resolution of the Board of Directors taken on <i>20 May 2000</i>,</p> <p><b>MR A.F JONES</b></p> <p>has been duly authorised to sign all documents in connection with</p> <p>Contract no DRDLR (CRD-10) 2018/19, and any contract which may arise there from,</p> <p>on behalf of <i>MABEL HOUSE (Pty) Ltd</i>.</p> <p><b>SIGNED ON BEHALF OF THE COMPANY (Signature of Managing Director)</b></p> <p><b>IN HIS CAPACITY AS: Managing Director</b></p> <p><b>DATE: 20 May 2000</b></p> <p><b>SIGNATURE OF SIGNATORY: (Signature of A.F Jones)</b></p> <p style="text-align: center;"><b>As witnesses:</b></p> <p>1. ....</p> <p>2. ....</p> <p>Signature of person authorised to sign the tender: .....</p> <p>Date: .....</p>
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## 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

VAT registration no  SDL ref no

Customs code  UIF ref no

Telephone no   Fax no

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   Fax no

E-mail address

Physical address

**Particulars of tender** (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender  year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Audit**

Are you currently aware of any Audit investigation against you/the company?  YES  NO

If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

-  -

Date

Name of representative/agent

agent

**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

-  -

Date

Name of applicant/Public Officer

**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.



**DALRRD ..... 2022-2023**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER / CONSORTIUM OF SERVICE PROVIDERS TO REVIEW AND DEVELOP THREE (3) SEPARATE AND DISTINCT DISTRICT MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS IN ORDER TO BE FULLY SPLUMA COMPLIANT FOR THE NAMAKWA, ZF MGCAWU AND JOHN TAOLO GAETSEWE DISTRICT MUNICIPALITIES (NORTHERN CAPE) WITHIN A PERIOD OF NINE (9) MONTHS**

Name of Bidder: .....

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER / CONSORTIUM OF SERVICE PROVIDERS TO REVIEW AND DEVELOP THREE (3) SEPARATE AND DISTINCT DISTRICT MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS IN ORDER TO BE FULLY SPLUMA COMPLIANT FOR THE NAMAKWA, ZF MGCAWU AND JOHN TAOLO GAETSEWE DISTRICT MUNICIPALITIES (NORTHERN CAPE) WITHIN A PERIOD OF NINE (9) MONTHS. [SBD 3.3]**

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: ..... BID NO.:

CLOSING TIME

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate rates based on the total cost to the department for completion of each stage and including Expenses for the project.
3. **TOTAL OFFER PRICE (INCLUSIVE OF VAT)**

R.....

**NB: PAYMENT TO BE MADE AT THE COMPLETION OF EACH DELIVERABLE**

DELIVERABLES	TIME FRAMES	TOTAL
<b>Phase 1: Inception Phase –</b> Final inception report and stakeholder engagement plan.	2 Weeks	R.....
<b>Phase 2: Status Quo Analysis, Policy Context and Spatial Vision:</b> <b>Activity -</b> Status Quo and Spatial Analysis Report / Draft Spatial Vision	1 Month	R.....
<b>Phase 3: Spatial &amp; Sectoral Analysis and Stakeholder Consultation:</b> <b>Activity –</b> Spatial Options and Proposal Report	2 Months	R.....
<b>Phase 4: Spatial Proposal</b>  <b>Activity –</b> Draft SDF Report	2 Months	R.....

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

Name of Bidder: .....

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER / CONSORTIUM OF SERVICE PROVIDERS TO REVIEW AND DEVELOP THREE (3) SEPARATE AND DISTINCT DISTRICT MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS IN ORDER TO BE FULLY SPLUMA COMPLIANT FOR THE NAMAKWA, ZF MGCAWU AND JOHN TAOLO GAETSEWE DISTRICT MUNICIPALITIES (NORTHERN CAPE) WITHIN A PERIOD OF NINE (9) MONTHS. [SBD 3.3]**

DELIVERABLES	TIME FRAMES	TOTAL
<b>Phase 5: Implementation Framework and Capital Expenditure Framework:</b> <b>Activity</b> – Implementation Framework Capital Expenditure Framework	1 Month and 2 Weeks	R.....
<b>Phase 6: Final Comprehensive Draft SDF and Workshops:</b> <b>Activity</b> – Final Comprehensive Draft SDF document - Stakeholder Engagement Report  Close-Out Report and Retention: Activity – Copies of the Final SDF with proof of submission of the final DM SDF and approval by relevant municipalities	2 Months	R.....
<b>SUB TOTAL COST (EXL VAT)</b>		R.....
<b>15% VAT</b>		R.....
<b>TOTAL COST OF THE PROJECT (Inclusive of VAT)</b>		R.....

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

Name of Bidder: .....

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER / CONSORTIUM OF SERVICE PROVIDERS TO REVIEW AND DEVELOP THREE (3) SEPARATE AND DISTINCT DISTRICT MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS IN ORDER TO BE FULLY SPLUMA COMPLIANT FOR THE NAMAKWA, ZF MGCAWU AND JOHN TAOLO GAETSEWE DISTRICT MUNICIPALITIES (NORTHERN CAPE) WITHIN A PERIOD OF NINE (9) MONTHS. [SBD 3.3]**

Are the rates quoted firm for the full period of contract?

.....  
If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.  
.....

Any enquiries regarding bidding procedures may be directed to the –

AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT  
PRIVATE BAG X 5007, KIMBERLEY, 8301

Bid related enquiries

**SUPPLY CHAIN ENQUIRIES**

Ms Tshegofatso Chubane  
Senior Supply Chain Practitioner  
Directorate: Finance & Supply Chain Management  
Contact Number: (053) 830 4000

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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<sup>2</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.

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

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

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

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

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

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<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 least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

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



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**1. BACKGROUND**

- 1.1 The Department of Agriculture, Land Reform and Rural Development (DALRRD) requests the services of one (1) firm or consortium of multi-disciplinary and suitably qualified firms to review and develop three separate and distinct District Municipal Spatial Development Frameworks for the Namakwa~, ZF Mgcawu~ and John Taolo Gaetsewe District Municipalities (DM SDFs) within a period of nine (9) months.
- 1.2 SPLUMA requires national, provincial, and municipal spheres of government to prepare SDFs that establish a clear vision that must be developed through a thorough inventory and analysis based on national spatial planning principles and local long-term development goals and plans. SDFs are thus mandatory at all three spheres of government. Section 12 (2) confirms that all three spheres must participate in each other's processes of spatial planning and land use management and each sphere must be guided by its own SDF when taking decisions relating to land use and development.



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- 1.3 Chapter 4; Part A to E of SPLUMA outlines requirements for SDFs at National, Provincial, and Municipal level with various sections providing prescription for each sphere of government with regard to the SDF preparation and content, Section 12 of SPLUMA requires that all spheres of government compile Spatial Development Frameworks for their areas of jurisdiction; Part C in particular stipulates the legal effect of a Provincial SDF, while Part D provides for the preparation and content of a Regional SDF. Part F defines the status of an SDF.
- 1.4. Furthermore, SPLUMA Section 20 provides that Municipal Spatial Development Frameworks (SDF) must be prepared as part of a Municipality's Integrated Development Plan in accordance with the provisions of the Municipal Systems Act. Also, Section 21 details all the areas that must form the content of a Municipal SDF.
- 1.5 The specific intention is to review and prepare three separate and distinct Spatial Development Frameworks for the three DMs in terms of Section 12 (1) of the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) (SPLUMA).



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**2. PROBLEM STATEMENT**

- 2.1 The Spatial Planning and Land Use Management Act (SPLUMA) provides for the establishment of a coherent spatial planning system as well as the development of spatial planning tools and regulatory framework in support of the above-mentioned objectives. Key amongst these tools is the Spatial Development Framework that directs the municipal development objectives and development visions towards the required spatial vision in South Africa as articulated in related policy documents.
- 2.2 The Namakwa~, ZF Mgcawu and John Taolo Gaetsewe District municipalities requires assistance to review and develop the respective Spatial Development Frameworks as all three district municipalities have outdated Spatial Development Frameworks. Apart from the outdated status of the SDFs, alignment with the latest National~ and the Provincial SDF needs to be done as the current DM SDFs have been completed prior to the completion of the National Spatial Development Framework (NSDF), the Northern Cape Provincial Spatial development Framework (PSDF), Karoo Regional Spatial Development Framework (KRSDF) and in some cases Local Municipal SDFs (LM SDFs). The



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development of the DM SDFs will also assist in hosting the District Development Model (DDM) / One Plan that was adopted by Cabinet, the Presidential Coordinating Council and various MINMECS in 2019. Since 2019 the municipalities succeeded to develop first and second generation DDM One Plan, which now further put the focus on the need to align the municipalities' forward looking SDFs.

- 2.3 The DDM consists of a process by which joint and collaborative planning is undertaken at local, district and metropolitan by all three spheres of governance resulting in a single strategically focused Plan for each of the 44 districts and 8 metropolitan geographic spaces in the country, wherein the district is seen as the 'landing strip'. The model reflects on recent reforms and progress in areas such as the National Treasury budgeting processes, which are facilitating for better spatial targeting and alignment of government investment spending with development priorities. The review and the development of the three District SDFs will provide the DMs the opportunity to promote the alignment of all government initiatives to ensure that the Districts are optimally positioned to plan for the future and execute their mandates.





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- 2.4 The utilization of the SDF Guidelines as produced by DALRRD in 2017 resulted in improvement of the content of the SDFs. However, issues pertaining to horizontal and vertical alignment of various plans with the SDFs still remain a challenge in most of the SDFs. Consequently, the central and strategic role of an SDF as spatial integrator and coordinator of various government activities and programmes have been slightly compromised. The interrelationship of a DM SDF, LM SDF and the Land Use Scheme and IDP (including sector plans and national strategic directives) is not reflected emphatically, and it is interpreted differently. Implementation and monitoring strategies still need improvement in most of the documents.
- 2.5 The three outdated DM SDFs need to review district municipal space economy in the context of the provincial and national space economies. It needs to guide and coordinate the respective municipalities within the DM in severe need and deprivation, of resource potential, of infrastructure endowment and of current and potential economic activity by describing key social, economic and natural trends and issues shaping the district municipal geography.



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2.6 The problem is compounded by the fact that capacity to plan and implement plans in the rural municipalities remains a challenge. As a result, spatial and economic fragmentation continues to pose major challenges despite the progress made by the previous round of DM SDFs.

2.7 The three current DM SDFs are not seen as comprehensive enough especially as it needs to have an updated Spatial Analysis Context to guide the formulation of the DM SDF, it lacks the detail of actual land uses that are found within a DM SDF. Hence the need to conduct a, comprehensive Land Use Audit in the development of the DM SDF. This will also assist the local municipalities in the review of their respective SDFs.

**3. THE OBJECTIVES OF THE PROJECT / SCOPE OF THE PROJECT**

3.1 The main objective of the project is to review the three current and distinct DM SDFs in order to meet the required standards set by the responsible Provincial Government through the implementation of the Comprehensive SDF Guidelines developed by DALRRD. This objective shall be achieved by reviewing the Namakwa~, ZF Mgcawu ~ and John Taolo Gaetsewe DM SDFs in compliance



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with the provisions of these guidelines. These comprehensive SDF Guidelines are therefore a component of this Terms of Reference and provide the necessary details thereof. Practical lessons during the implementation process should be well documented and recommendations made where the guidelines require improvement. The three DM SDFs shall be amended accordingly, in order to remain credible.

- 3.2 Compliance with the following important aspects of an SDF as indicated in the Chapter 4 of SPLUMA must be adhered to. (The DM SDFs serves a specific role). Section 12 subsection (1) (a) to (o) stipulates generally the areas an SDF must cover. In particular, the following sections prescribes over and above the parameters of preparing for the development of an SDF, the minimum areas to be addressed by each SDF as follows: section 14 (a) to (f) defines the content for an NSDF, Section 16 (a) to (f) defines the content for a PSDF, Section 19 (a) to (g) defines content for a RSDF, while Section 21 (a) to (p) defines content for a MSDF.



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3.3 The review and development of the three distinct DM SDFs must give effect to the development principles contained in the Spatial Planning & Land Use Management Act including: -

- (i) Spatial Justice;
- (ii) Spatial Sustainability;
- (iii) Efficiency;
- (iv) Spatial Resilience; and
- (v) Good Administration

3.4 The key objective of the project is to review and prepare the three distinct and separate District Spatial Development Frameworks for the Nama-kwa~, ZF Mgcawu ~ and John Taolo Gaetsewe District Municipalities and create documents that will: -

- Provide a clear and comprehensive Spatial Framework for the DMs that aligns to the provisions of Section 21 of SPLUMA;
- Inform, improve and guide cross-sectoral policy or project implementation and integration;



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- Provide a strategic spatial development vision for the DMs in line with the broad development objectives of the National, Provincial and Regional policies and respond to the guidance provided in these;
- Indicate the alignment between the three Districts on a map, in each SDF, e.g. in terms of Corridor development along the N14.
- Indicate in as much detail as possible to members of the public and others with an interest in the DMs, the desired spatial form for the municipal areas;
- Indicate planning, environment, infrastructure and institutional issues that gave rise to the proposals contained in the final document and provides all stakeholders an opportunity to participate during the process of formulating the DM SDFs;
- To provide a spatial reflection of the needs and priorities established in the integrated development plans and identify specific issues which are unique to the DMs municipal areas and municipalities;
- To address rural development issues such as the integration with urban areas, the provision of social and economic amenities, the provision of infrastructure and involvement during the public participation process;
- To provide long-term strategic mechanisms on: -



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- Identifying areas for economic opportunities, particularly for industrial, commercial and agriculture.
- To identify infrastructure needs and services constraints and bring forward tangible solutions to address these constraints.
- Accommodate the growing housing needs considering the need for development of various housing typologies and programmes (e.g. “Gap Housing”, social housing, FLISP, etc.)
- Protection of natural environment e.g. Conservation Corridors, Green Wedges, hydrological resources, biodiversity areas, etc.

#### **4. DELIVERABLES**

4.1 Details pertaining to the relevant deliverables for each milestone are contained in the SDF guidelines document. The service provider or consortium is expected to consult the guideline document while preparing the proposals and when executing the project. The following minimum deliverables per DM are expected:



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- Progress reports (per phases/ major components to be developed incrementally) and draft plans as the project progresses in hard copies / digital format as a Microsoft Word Document;
  - Final report in digital format and a full colour hard copy, must also be supplemented by: Roll-up Banner X3; Booklets x 50; Posters x 10; A0 SDF Maps x 2.
  - Electronic documents/ reports per phase as per programme of action must be made available;
  - All works relating to spatial information remains the property of the state and shall be disseminated in line with the policy on pricing of spatial information products and services.
- 4.2 The details for the land use audit at the DM level should include field survey/ observations to obtain basic information about existing/current activities per municipality, land portion or erf, contact must be made with the municipalities / surrounding land users for land use verification and to substantiate information acquired.



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- 4.3 Progress reports (per phases / major component's to be developed incrementally) and draft plans as the project progresses in digital format as a Microsoft Word Document and must include Land Use Data base and fieldwork Reports, Linked to cadastral GIS data.
- 4.4. Final report in digital format and a full colour hard copy.
- 4.5. Electronic documents/reports per phase as per programme of action must be made available.
- 4.6. The service provider or consortium must submit a detailed breakdown of activities as each DM SDF/ per phase /major component with clear timeframe deliverables.
- 4.7 The three reviewed and developed DM SDFs (Spatial vision, Spatial challenges, options and proposals report with related mapping and the draft SDF and Implementation Plan) must be submitted for approval by the respective District Municipal Councils





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**5. GIS DATA REQUIREMENTS AND SPATIAL ANALYSIS**

- 5.1. Section 8 2 (d) (iv) of SPLUMA requires that the norms and standards must include mechanisms for identifying strategically located vacant or underutilized land and for providing access to and the use of that land. The service provider is expected in this regard to use the criteria for strategically located land guidelines as developed by the DALRRD.
- 5.2. All spatial information collected should comply with SDI / SASDI as such be submitted in GIS capable file format (shapefile, geodatabase, layer file, data package, mxd files) for use in a GIS. The shapefiles must have clear attribute information that differentiates the DM SDF construct and its purpose, for example a service node shapefile should have an attribute called “description” with the value “service node”. Metadata for all spatial information should be provided as per the metadata standard ISO 19115 & SANS 1878. Ownership of all metadata, data and spatial information generated and collected from this assignment vest in DALRRD. The DALRRD will become the custodian of all spatial information collected. The shape file must be provided in Geographic coordinate Reference System, Hartbeeshoek94 datum and WGS84 spheroid.



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5.3. Over and above, the GIS data must further meet the following requirements:

- All maps should be in A4 size in the document
- Map packages (Data Driven Pages and Map Series) with dynamic text of all maps created must be provided
- Maps must be numbered and listed in the contents page
- All the text on the maps and the display visible on map legend must be legible
- The same map template / layout must be used throughout the document for the sake of consistency
- All maps should have the basic map elements namely a title, north arrow, legend, scale bar, and descriptive text boxes with text describing certain aspects of the SDF
- All the features on the map must be explained in the legend
- Symbology and colours must adhere to basic cartographic principles, colour coding, as well as the symbology set as defined in the Comprehensive SDF Guidelines and National Land Use Classification.
- All mapping must be developed at an appropriate scale
- Maps in Microsoft Word, must have the corresponding Map Document (ArcGIS ArcMap Document and ArcGIS Project File - aprx) ready to be accessed in ArcGIS Pro & any other platform used at the municipality



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5.4. The Service provider would be expected to submit a final consolidated report which consists of:

- SDF textual document including all maps, tables and figures in both hardcopy (printed) and softcopy (electronic as MS word document) image files as (e.g.JPEG, windows Bitmap, GIF, etc.); A0 Draft SDF Plan, a separate Executive Summary Document and a public participation report.

NB: All GIS data to be submitted, must meet the requirements as stipulated in paragraph 5.2. above at each stage/milestone of the project. The DRDLR reserves the right not to approve any stage of the project if requirements relating to GIS data are not met.

## **6. METHODOLOGY**



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The appointed service provider / consortium must perform certain tasks as a prerequisite for the review and development of the three District SDFs. Some of these tasks are listed below.

- Knowledgeable and fully versed with Spatial Planning Land Use Management Act no 16 of 2013, SDF Guidelines 2017 and the National Land Use Classification Project.
- Scan relevant policy and legislation;
- Extract pertinent directives from relevant policy and legislation;
- Examine existing NSDF / PSDF / Karoo RSDF / DM SDFs/ LM SDFs;
- Scan the Spatial Planning Base Data Audit reports;
- Peruse the Integrated Development Plans / DDM / Sector plans;
- Assess the integrated development planning process and methodology;
- Study relevant resource material produced by other organs of state;
- Review current planning theory and practice (national and international);  
and
- Engage in a consultative process on the draft and final document.
- Be familiar with Land Use Audits and Soil Capability Studies.



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**7. PROJECT DURATION**

It is envisaged that the project will span a period of approximately nine (9) months) from the appointment of the service provider / consortium of service providers for each DM of the three DM SDFs to be reviewed and developed simultaneously. The time constraint on the project duration necessitates that the successful candidate demonstrates the ability as well as the capacity to complete such a project.

**Table 1: Project Phases**

PROJECT PHASE	ACTIVITY	TIME FRAME
<u>Phase 1:</u> Inception report	Final inception report and stakeholder engagement plan	2 Weeks
<u>Phase 2:</u> Status Quo Analysis, Policy Context and Spatial Vision	Status Quo and Spatial Analysis Report / Draft Spatial Vision	1 Month
<u>Phase 3:</u>	Spatial Options and Proposal Report	2 Months



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Spatial & Sectoral Analysis and Stakeholder Consultation		
<u>Phase 4:</u> Spatial Proposal	Draft SDF Report	2 months
<u>Phase 5:</u> Implementation Framework and Capital Expenditure Framework	Implementation Framework Capital Expenditure Framework	1 Month 2 Weeks
<u>Phase 6:</u> Final Comprehensive Draft SDF and Workshops  Close-Out Report and Retention	Final Comprehensive Draft SDF document Stakeholder Engagement Report  Copies of the Final SDF with proof of submission of the final DM SDF and approval by relevant municipalities	2 Months



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**8. RELEVANT SKILLS AND EXPERIENCE.**

8.1 Below is a summary of Mandatory requirements:

- Project leader must hold a **tertiary qualification in planning** and must be registered with SACPLAN as a Professional Planner in terms of the Planning Profession Act, 2002 (a copy of valid certificate is to be attached). The project leader must have a minimum of 10 years' post registration experience.
- Two additional Town and Regional Planners that must hold tertiary qualifications in planning and must be registered with SACPLAN as Professional Planners in terms of the Planning Profession Act, 2002 (copies of the valid certificates are to be attached). Each professional Planner will be responsible for a DM SDF (Three DM SDFs = three Professional Planners) and must have a minimum of five years' post registration experience.



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- One Project Team member must be a GIS professional registered with South African Geoscience Council (SAGC) with a minimum of 5 years post registration experience. (a copy of valid certificate is to be attached).

8.2 Skills and abilities required in the team to execute the project include the following:

- Town and Regional / Development Planning;
- Thorough understanding of SDF, strategic planning process, and urban design
- Proven SDF compilation experience;
- Understanding of the interrelationship amongst the following: social, economic, land use, transport and environmental issues;
  - Geography and hands on GIS (Preferably Technologist or higher or Technician whose done 3 related projects);
  - Knowledge or and degree in Economic Geography;
  - Project Management;
  - Facilitation; Research, analytical, writing and communication skills;
  - Ability to think strategically; and





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- Strategic planning.

8.3 It is therefore recommended that the service provider or consortium ensures that people with relevant skills are part of the project. A list of people containing, among other things, names, qualifications and experience who will be directly involved in the project must be submitted. This should clearly indicate what roles each team member will play. A company / team profile containing, among other things, names, qualifications and experience of persons who will be directly involved per project must be included.

8.4 All team members that will be directly involved in the project will be expected to attend all Technical committee meetings as scheduled and agreed upon by both parties (Physical~ and Electronic Team meetings). The selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the DALRRD. (It should be the spatial planner and GIS person led by the project team leader who will be attending the steering committee meetings – (mode of meetings to be determined by COVID protocol).



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8.5 The successful service provider or consortium will also be expected to understand and have experience in spatial planning regulations of the country. The service provider should have experience in auditing projects, ability to interact with a variety of stakeholders as well as good research, GIS and report writing skills. The successful service provider will be expected to enter into a Service Level Agreement (SLA) with the National Department of Agriculture, Land Reform and Rural Development (DALRRD) in respect of the deliverables of the project.

**9. PROJECT TEAM**

9.1 The project team will consist of the appointed service provider/team per DM SDF plus a dedicated project team as assigned by the DALRRD.

9.2 The project team of the appointed service provider / consortium for each of the DM SDFs must stay the same throughout the duration of the project and cannot be changed without prior discussions with and approval from DALRRD.

**10. CAPACITY BUILDING AND SKILLS TRANSFER**



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10.1 The DMs and DALRRD consider skills development as an integral part of the outsourcing process. The process should ensure that skills development and transfer is achieved within the DMs and DALRRD. Proposals should indicate how skills development and transfer would be achieved in each of the DMs and DALRRD.

**11. WORKING TOGETHER**

11.1 A number of projects relating to Spatial Planning and Land Use Management are currently funded by the Local Municipalities and the DALRRD.

11.2 It is expected that different service providers may be required to meet and exchange ideas, notes and research to ensure a coordinated and coherent outcome and cooperation is expected from all Service Providers in this regards.

**12. CONSULTATION**

12.1 The service provider will be required to engage in a consultation process (as per phase design), whereby the relevant provinces, departments, district / local municipalities together with key stakeholders will be consulted on the draft document.



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- 12.2 All costs associated with the venues during consultation process will be covered by the DALRRD pending on COVID and current level regulations. (MS Teams meetings to be called when required).
- 12.3 To ensure that all the spatial requirements / needs of all the affected stakeholders are accommodated, a suitable organization framework needs to be established.
- 12.4 Public participation for each of the three DMs must also reflect:
- a) The programme of action or then the phases within the compilation of the DM SDF;
  - b) Site visits / brochures / flyers / media / banners (responsibilities include the drafting, layout, printing, translation, and distribution);
  - c) Interviews with various Provincial departments / District and local municipalities (minutes of meeting etc.) (whichever is relevant);
  - d) Workshops with provincial departments / major role-players (e.g. ESKOM / TELKOM / Spoor-net / Mobile operators etc.) - as per project design;



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- e) Information distribution: a database of stakeholders will have to be developed and maintained for the duration of the project. Data collected (all information / reports etc) will be made available to the Steering Committee.

**13. REPORTING**

Monthly reports will be forwarded by the service provider on each DM SDF to the DALRRD (30 du Toitspan road Flaxley house 3<sup>rd</sup> floor Kimberley 8301). The service provider will be required to report via a written and electronic report, which will also be placed on the DM website or available at the municipal offices.

**14. MANDATORY REQUIREMENTS**

- 14.1 Original and Valid Tax Clearance Certificate issued by the South African Revenue Services(SARS), where consortium/joint ventures/sub-contractor are



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involved each party to the association must submit a separate valid original Tax Clearance Certificate

- 14.2 Resolution authorizing the person who will be signing the bid documents,
- 14.3 Professional Registration for the team leader and two additional town and regional planners for developing the three DM SDFs with the South African Council for Planners (SACPLAN) in the Professional Category. (Copies of the valid registration certificates to be attached). No other SACPLAN category registration will be accepted.

**15. PRE- QUALIFICATION CRITERIA FOR THE PREFERENTIAL PROCUREMENT AS PER PPR 2017.**

**NB: failure to submit the following requirements with the proposal will disqualify the bidders**

- 15.1 An EME or QSE which is at least 51% owned by black people, 51% black owned people who are women or people who are youth or people with disability



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**16. EVALUATION CRITERIA.**

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

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

**16.1.1 First Stage - Evaluation of Functionality**

- The evaluation of the functionality will be done individually by Members of Bid Evaluation Committee in accordance with the following functionality criteria and values.



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- All service providers who scored less than 70 out of 100 points for functionality will not be considered further.
- The Bids that fail to achieve a minimum of **70** points for functionality will be disqualified.

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 2: Criteria for the technical evaluation of the bid**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. RESOURCES	1.1 Town Planning Company with experience in developing a minimum of 3 spatial development frameworks within the last five (5) years. (Provide client reference for all		





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	<p>projects completed within the last five years).</p> <p>Scoring criteria:</p> <p><b>Excellent (score 5):</b> Five (5) or more Spatial Development frameworks completed in the last 5 years with references.</p> <p><b>Very Good (score 4):</b> Four (4) Spatial Development frameworks completed in the last 5 years with references.</p> <p><b>Good (score 3):</b> Three (3) Spatial Development frameworks completed in the last 5 years with references.</p> <p><b>Average (score 2):</b></p>	<b>15</b>	<b>15</b>
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	<p>Two (2) Spatial Development frameworks completed in the last 5 years with references.</p> <p><b>Poor (score 1):</b> Less than two Spatial Development frameworks completed in the last 5 years with references.</p>		
<p><b>2. CAPABILITY</b></p> <ul style="list-style-type: none"> <li>▪ <b>Qualifications</b></li> <li>▪ <b>Experience and Track Record</b></li> </ul>	<p>2.1 Project leader must have 10 years post registration experience registered as a Professional Planner with SACPLAN in terms of the Planning Profession Act, 2002 (a copy of the CV, qualifications and valid registration certificate to be attached);</p> <p>Scoring criteria:</p> <p><b>Excellent (score 5):</b></p>	<b>25</b>	



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	<p>Professional Planner with ten (10) years or more post registration experience.</p> <p><b>Very Good (score 4):</b> Professional Planner with eight to nine (8 - 9) years post registration experience.</p> <p><b>Good (score 3):</b> Professional Planner with five to seven (5 - 7) years post registration experience.</p> <p><b>Average (score 2):</b> Professional Planner with three to four (3 - 4) years post registration experience.</p> <p><b>Poor (score 1):</b> Professional Planner with zero to two (0 - 2) years post registration experience.</p>	<b>45</b>
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	2.2 Two Professional Planners, in addition to the project leader must be registered with SACPLAN in terms of the Planning Professions Act, 2002. (minimum 5 years of post-registration experience. (a copy of the CV, qualifications and valid registration certificate to be attached);  Scoring criteria:  <b>Excellent (score 5):</b>  Professional Planners each with five (5) years or more post registration experience.	<b>10</b>	



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	<p><b>Very Good (score 4):</b></p> <p>Professional Planners each with four (4) years post registration experience.</p> <p><b>Good (score 3):</b></p> <p>Professional Planners each with three (3) years post registration experience.</p> <p><b>Average (score 2):</b></p> <p>Professional Planners each with two (2) years post registration experience.</p> <p><b>Poor (score 1):</b></p> <p>Professional Planners each with one (1) years post registration experience.</p>		
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	<p>2.3 Project team member must be a GIS professional registered with South African Geoscience Council (SAGC). (a copy of the CV, qualifications and valid registration certificate to be attached).</p> <p>Scoring criteria:</p> <p><b>Excellent (score 5):</b> GIS Professional with five (5) years or more post registration experience.</p> <p><b>Very Good (score 4):</b> GIS Professional with four (4) years post registration experience.</p> <p><b>Good (score 3):</b></p>	<b>10</b>	
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	<p>GIS Professional with three (3) years post registration experience.</p> <p><b>Average (score 2):</b> GIS Professional with two (2) years post registration experience.</p> <p><b>Poor (score 1):</b> GIS Professional with one (1) year post registration experience.</p>		
<p><b>3. METHODOLOGY AND PROJECT MANAGEMENT</b></p>	<p>3.1. Clear approach, methodology and project management of how the project deliverables will be executed.</p> <p>Scoring criteria:</p>		



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	<p><b>Excellent (score 5):</b></p> <p>The service provider approach, methodology and project management (e.g. timelines and budget) is exceptional, with highly innovative solutions and demonstrates an exceptional understanding on how to execute the project.</p> <p><b>Very Good (score 4):</b></p> <p>The service provider approach, methodology and project management (e.g. timelines and budget) is very-well defined and demonstrate a thorough understanding on how to execute the project and includes some innovative ideas.</p> <p><b>Good (score 3):</b></p> <p>The service provider approach, methodology</p>	<b>35</b>	<b>40</b>
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	<p>and project management (e.g. timelines and budget) is clearly defined and demonstrate good understanding on how to execute the project.</p> <p><b>Average (score 2):</b> The service provider approach, methodology and project management (e.g. timelines and budget) is fair and demonstrate little understanding on how to execute the project.</p> <p><b>Poor (score 1):</b> The service provider approach, methodology and project management (e.g. timelines and budget) is not clearly defined.</p>		
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	3.2 Proposed skill transfer.	5	
<b>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</b>		<b>100</b>	

16.1.2 Only bids that achieve the minimum qualifying score of 70 for functionality will be evaluated further in accordance with the Preference Point System.

**16.1.3 Second Stage - Evaluation in terms of price only.**

16.1.4 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



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

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

**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>B-BBEE STATUS LEVEL OF SUPPLIER</b>	<b>NUMBER OF POINTS</b>
<b>1</b>	<b>20</b>
<b>2</b>	<b>18</b>
<b>3</b>	<b>16</b>
<b>4</b>	<b>12</b>



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

Bidders must submit original and valid B-BBEE status level verification certificate or certified copies thereof, issued by accredited verification agencies by SANAS or Registered Auditor approved by Independent Regulatory Board of Auditors (IRBA), together with their bids to substantiate their B-BBEE claims. The Exempted Micro Enterprise must submit a letter from Accounting Officer who is appointed in terms of Close Corporation Act.

NB: Bidder who do not submit B-BBEE Status Level Verification Certificate or are non-compliant contributors to be B-BBEE do not qualify for preference points for B-BBEE

## **17. INFORMATION GATHERING**



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17.1 The successful Service Provider is expected to make contact with all the relevant GIS, Planning and required officials and units within the local and provincial spheres of government to obtain relevant information that is required for the project. Existing information on SDFs which are available within the Spatial Planning and Information Office will be made available to the successful service provider.

17.2 In the light of the event that the service provider needs a letter to confirm the motive for requesting information from the different spheres of government or parastatals, the Department will provide the requested letter. However, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.

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

18.1. Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management general contract conditions.



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- 18.2 The DALRRD and Service Provider will sign a Services Level Agreement upon appointment.
- 18.3 Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the DALRRD.
- 18.4 No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the DALRRD, except where duly authorized to do so in writing by the DALRRD.
- 18.5 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DALRRD.
- 18.6 The successful Service Provider agrees to keep confidential all records and information of, or related to the project and not disclose such records or information to any third party without the prior written consent of DALRRD.



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

**19. FINANCIAL PENALTIES**

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

**20. PAYMENTS**

20.1 Payments will be made only for work performed to the satisfaction of the Project Steering Committee (PSC) in recommendation to the DALRRD. The service provider will only be paid according to deliverable successfully achieved (per phase), as per approved program of action, to the satisfaction of the Project Steering Committee.



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20.2 Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

20.3 Original invoices to substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid. No copies or e-mailed invoices will be processed.

**21. REQUIRED INFORMATION ON HUMAN RESOURCES**

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





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Government officials who will have a role in providing information (spatial or otherwise) for inclusion in the SDF formulation.

**22. UNDUE DELAY REMEDIES**

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

**Table 3: Remedies per individual DM SDF**

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
Phase 1:	5%	10%	25%	50%	75%	100%



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Inception report						
Phase 2: Status Quo Analysis, Policy Context and Spatial Vision	20%	<b>20%</b>	<b>40%</b>	<b>60%</b>	<b>80%</b>	<b>100%</b>
Phase 3: Spatial & Sectoral Analysis and Stakeholder Consultation	20%	<b>10%</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>
Phase 4: Spatial Proposal	20%	<b>20%</b>	<b>40%</b>	<b>60%</b>	<b>80%</b>	<b>100%</b>
Phase 5: Implementation Framework and Capital Expenditure Framework	15%	<b>10%</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>



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Phase 6: Final Comprehensive Draft SDF and Workshops  Close-out Report and Retention	20%	10%	25%	50%	75%	100%
Total	100%					

**23. RETENTION.**

23.1 The DALRRD shall retain 15 % of the total project cost in the case of late or non-delivery of the final three DM SDFs.

23.2 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.



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23.3 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 satisfaction of the Department.

**24. EXTRA WORK.**

Any costs for extra work by the service provider, incurred over and above this bid which, in the sole opinion of the Northern Cape Chief Director: Provincial Shared Services Centre are due to reasons attributable to the service provider during any phase of the project shall be borne by the service provider.

**25. REPORTING AND ACCOUNTABILITY**



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- 25.1 During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the project team or steering committee managing the service provider.
- 25.2 All information captured and or used to generate the outputs of the project remains the property of the province/municipality and the DALRRD, and must be handed over in its totality when the project is closed. The municipality and DALRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the course of the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing).
- 25.3 The project will be signed off by the Northern Cape Chief Director: Provincial Shared Services Centre when all the end products have been delivered, a formal presentation has been made to the Northern Cape Chief Director: Provincial Shared Services Centre is satisfied that all requirements have been met.



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**26. OUTCLAUSE**

- 26.1 DALRRD reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.
- 26.2 The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

**27. CONTACT PERSON FOR TECHNICAL ENQUIRIES**

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

**Technical Related Enquiries**

Attention: Mr. Gerhard de Bruin

Telephone: 053-832 5084

Email: [Gerhardus.DeBruin@dalrrd.gov.za](mailto:Gerhardus.DeBruin@dalrrd.gov.za)

**Supply Chain Management Enquiries:**

Ms Tshegofatso Chubane

Northern Cape

(053) 830 4000

[Tshegofatso.Chubane@dalrrd.gov.za](mailto:Tshegofatso.Chubane@dalrrd.gov.za)