

5/2/2/1- DALRRD 0001 (2023/2024)

APPOINTMENT OF A SERVICE PROVIDER TO REVIEW COMPLIANCE MONITORING AND ENFORCEMENT TOOL FOR THE IMPLEMENTATION OF SPATIAL PLANNING AND LAND USE MANAGEMENT ACT FOR A PERIOD OF NINE (9) MONTHS.

NB: THERE WILL BE NO BRIEFING SESSION.

CLOSING DATE: 22 JUNE 2023

TECHNICAL ENQUIRIES : Mr. Tshifhiwa Nekhwevha
TEL : 012 312 8015/071 850 1758
EMAIL : Tshifhiwa.Nekhwevha@dalrrd.gov.za

BID RELATED ENQUIRIES : Ms Kedumetse Modise; Mr A Olyn/Mr B Lewele
EMAIL: kedumetse.modise@dalrrd.gov.za; abie.olyn@dalrrd.gov.za;
borna.lewele@dalrrd.gov.za

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agriculture, land reform & rural development

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

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

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

BID NUMBER: 5/2/2/1- DALRRD 0001(2023/2024)

CLOSING TIME: 11H00

CLOSING DATE: 22 JUNE 2023

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

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

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 31 MAY 2023

MAP TO BIDDER BOX (B BOX)

5/2/21- DALRRD 0001 (2023/2024) CLOSING DATE: 22 JUNE 2023 @ 11:00

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

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

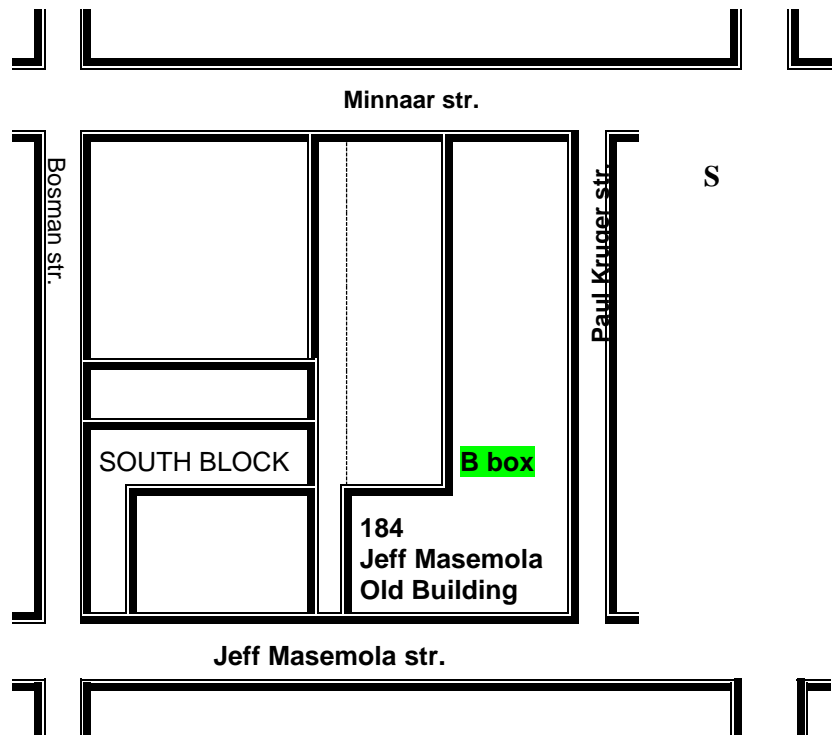
THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

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

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

DEPARTMENT OF AGRICULTURE,
LAND REFORM AND RURAL
DEVELOPMENT
Acquisition Management
(BIDS)
THE OLD BUILDING 184
JEFF MASEMOLA STREET, PRETORIA,
0001

THE BID BOX OF THE OFFICE OF THE
DEPARTMENT OF AGRICULTURE, LAND
REFORM AND RURAL DEVELOPMENT IS
OPEN 7H00 to 19H00 HOURS A DAY, 7
DAYS A WEEK. THE BID BOX WILL BE
CLOSED AT 11H00 WHICH IS THE
CLOSING TIME OF BIDS.



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

SUBMIT YOUR BID IN A SEALED ENVELOPE

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

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

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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)					
BID NUMBER:	5/2/2/1- DALRRD 0001(2023/2024)	CLOSING DATE:	22 JUNE 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO REVIEW COMPLIANCE MONITORING AND ENFORCEMENT TOOL FOR THE IMPLEMENTATION OF SPATIAL PLANNING AND LAND USE MANAGEMENT ACT FOR A PERIOD OF NINE (9) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
184 JEFF MASEMOLA STREET					
PRETORIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms K Modise/ Mr Abie Olyn/Mr B Lewele		CONTACT PERSON	Mr Tshifhiwa Nekhwevha	
TELEPHONE NUMBER			TELEPHONE NUMBER	012 312 8015/071 850 1758	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	kedumetse.modise@dalrrd.gov.za ; abie.olyn@dalrrd.gov.za ; borna.lewele@dalrrd.gov.za		E-MAIL ADDRESS	Tshifhiwa.Nekhwevha@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> <input type="checkbox"/>
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

COMPETITIVE BID PROCESS (ABOVE R 1 MILLION UP TO R 50M)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who has a disability – **attach doctor’s letter confirming the disability**
 - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Specific goal: **Locality** –
 - (a) a **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
 - (b) a valid lease agreement from the lessor **or**
 - (c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.
- 1.8 Local content – specific goal: the SBD 6.2 must be fully completed and signed

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Youth	2		
V. Specific goal: Locality Promotion of South African owned enterprises	3		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company

- (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



TERMS OF REFERENCE FOR THE REVIEW / UPDATE OF THE COMPLIANCE MONITORING AND ENFORCEMENT TOOL FOR THE IMPLEMENTATION OF SPATIAL PLANNING AND LAND USE MANAGEMENT ACT FOR A PERIOD OF NINE (9) MONTHS

1. INTRODUCTION

The Department of Agriculture, Land Reform and Rural Development (DALRRD) requires the services of a firm to review / update the Compliance Monitoring and Enforcement (CME) Tool for the implementation of Spatial Planning and Land Use Management Act (SPLUMA) for a period of Nine (9) Months.

2. BACKGROUND

- 2.1. The government must in accordance with section 9(2) of SPLUMA and the Intergovernmental Relations Framework Act (No. 13 of 2005) develop mechanisms to support and strengthen the capacity of provinces and municipalities to adopt and implement an effective spatial planning and land use management. In addition, section 5(2)(b) of SPLUMA, requires that provincial planning consists of monitoring and compliance by municipalities with this Act and provincial legislation in relation to the preparation, approval, review and implementation of the land use management systems.
- 2.2. In this context, compliance relates to conforming to legislative requirements and provisions of this Act that are deemed requiring further monitoring and evaluation. Monitoring is an on-going process which provides stakeholders with regular feedback on the progress being made in achieving goals and objectives as far as implementation of a policy or legislation is concerned

- 2.3. Furthermore, the South African Policy Framework for Monitoring and Evaluation (2012) is an overarching policy framework for the government, and it's further complemented by various legislative mandates of various stakeholders. This framework provides principles which further guide the future implementation of the government initiatives. Its principles include contributing to improved governance, ethics and integrity, development oriented – nationally institutionally and locally, etc. The Spatial Planning and Land Use Management Act is by no means exception to promoting the principles for this framework which guide the public service.
- 2.4. In terms of section 9 (b) of SPLUMA the Minister must monitor,
- (a) Compliance with the development principles and norms and standards;
 - (b) Progress made by municipalities with the adoption or amendment of land use schemes;
 - (c) Quality and effectiveness of municipal spatial development frameworks and other spatial planning and land use management tools and instruments; and
 - (d) The capacity of provinces and municipalities to implement SPLUMA.
- 2.5. In light of the above, the Branch (SPLUM) developed a CME Tool in 2015/16 financial year, the system is available to monitor quarterly progress on SPLUMA implementation i.t.o. the legislative requirements of SPLUMA. Through the past Spatial Planning and Land Use Management implementation compliance monitoring experience, lessons learnt and gaps in the implementation were identified. The department embarked on the task of assessing SPLUMA for possible amendment hence the need to review compliance monitoring and enforcement tool. The tool has not been deployed due to various factors.

3. OBJECTIVES

- 3.1. One of the key objective of the project is to ensure uniformity in spatial planning and land use management across all the provinces and Municipalities in the Republic for effective implementation of SPLUMA, Secondly, to appoint a service provider to review compliance monitoring and enforcement tool for a period of nine (9) months.
- 3.2. The project objective will also ensure robust and legally sound Outcome-based

Assessment on SPLUMA implementation and to ensure proper implementation of the Spatial Planning and Land Use Management Act through compliance to its legislative provisions and requirements (including but not limited to role and responsibilities of all spheres of government tasked to implement the Act).

3.3. The review must include but not limited to the following:

- 3.3.1. To provide for comprehensive SPLUMA implementation compliance monitoring system/tool.
- 3.3.2. Outline all areas requiring compliance by all sphere of governance as required by SPLUMA.
- 3.3.3. Outline the process for the enforcement of the Act and proposals for remedial actions towards the effective implementation of the Act;
- 3.3.4. Guide and ensure frequency of compliance monitoring
- 3.3.5. Provide for a reporting tool that will allow for monitoring of compliance to the SPLUMA

4. SCOPE OF WORK

- 4.1. It is expected that the successful service provider will review / update the Compliance Monitoring and Enforcement Tool [as developed by the DALRRD by in 2015/16].
- 4.2. The successful service provider is required to review Compliance monitoring and enforcement Tool which will cover but not limited to the following:
 - 4.2.1. A review of current system focusing on a gap analysis and updating of functionality on the following areas:
 - 4.2.1.1. Improve and enhance functionality of Legal Library / Repository and improving accessibility / Frequently Asked Questions section
 - 4.2.1.2. Improving the current document management functionality
 - 4.2.1.3. Improving and enhancing the system to collate and report on Land Use Applications
 - 4.2.1.4. Improving and enhancing the system to collate data and report on the Land Use Regulator function (including MPTs /JMPTs /DMPTs /

Authorized Official and Appeal Structures)

- 4.2.1.5. Improving and enhancing the content management section (Event Management / Event Calendar etc)
- 4.2.1.6. Improving and enhancing the compliance dashboard, including ability to identify potential red flags for non-compliance
- 4.2.1.7. Improving and enhancing the ability of the system on Enforcement issues and generating of enforcement notices etc
- 4.2.1.8. Address any gaps in functionality based on initial assessment of the existing system and as agreed with client
- 4.2.1.9. Improving functionality to allow use and access from multiple platforms (desktops, laptops, iPads, or smartphone)
- 4.2.1.10. Review of current system accessibility to ensure that no reliance is created on licensing requirements
- 4.2.1.11. Improve and enhance the current reporting functionality of the existing system.

5. DELIVERABLES

The following deliverables will be required:

- 5.1. Detailed Inception Report (Inception Report outlining project milestones and deliverables, consultation plan/ Stakeholder engagement Plan, processes, and procedures for the review of CME Tool).
- 5.2. To deliver an overview of the current CME and identify gaps given lessons learnt during the past 5 years of SPLUMA Implementation.
- 5.3. Stakeholder consultation and engagements- all role-players and stakeholders/IAPs
- 5.4. To provide for comprehensive SPLUMA implementation compliance monitoring system/tool as per the scope of work detailed above.
- 5.5. Business and User requirements and training.
- 5.6. Functional CME Tool that must be able to function offline and without a dependency on any licensing requirements as outlined on the scope of work above.
- 5.7. System testing.
- 5.8. Close out Report and functional system.

6. SKILLS REQUIREMENTS

6.1. A company with individuals with qualifications and extensive experience will be required as detailed in table 1, section 8 respectively.

6.1.1. The project leader must be a registered Town Planner

6.1.2. Other skills are as per the table below;

Table 1

No.	Key Skill Set	Minimum Qualification
1.	Town/Urban/City and Regional Planning Professional (minimum of 2)	BSc or BTech in Town/Urban/City and Regional Planning (Registration with SACPLAN as Professional Planner)
2.	Professional Geographic Information Practitioner	Bachelor's Degree in Geomatics or Geographical Information Systems (Registration with SAGC as Professional GIS Practitioner)
3.	IT Specialist (Software Developer) with background and experience in programming or systems/software Development	Degree in Information Technology or equivalent

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

6.2. Qualified and skilled Town and Regional Planner with project management background will also be required to manage the different specialists and coordinate the work being undertaken.

6.3. Proven experience and thorough understanding of the following is also required:

- a) Spatial development policies and legislation;
- b) Urban and rural development and land reform;
- c) Previous experience in the Land Use Scheme development and Spatial Development Framework either at municipal or provincial levels;
- d) Previous experience with policy and/or planning work at a Local, Regional and Provincial Level;
- e) Understanding of the interrelationship amongst the following: social, economic, land use, transport and environmental issues;

- f) Stakeholder engagement and Project Management;
- g) Research, analytical writing and communication skills.
- h) Experience in the development of similar tools / instruments will be an added advantage.

6.4. Companies are required to provide company profiles and or a letter of commitment from each company/individual is required and must be submitted.

7. PROJECT DURATION AND PAYMENT MILESTONES

7.1. The project will commence after the letter of appointment has been issued and Service Level Agreement has been signed which will expire in Nine (9) months thereafter and is subject to addition, extension or early termination, depending on the need and performance assessment of the service provider. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled under **Table 2**.

7.2. Due to the urgency of the project, timeframes must be strictly adhered to. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

TABLE 2: PROJECT COST AND TIME FRAMES

PHASES	% PAYABLE	TIME FRAMES	SUBMISSION/ OUTPUT
Phase 1: Inception Report (including consultation plan)	10%	2 Weeks	Final inception report
			Stakeholder Engagement Plan
Phase 2: CME Overview Report (Conceptual Framework)	30%	3 Months	Conceptual Assessment Tool
Phase 3: User Requirements	30%	3 Months	User manual and user training report

Phase 4: Final Compliance Monitoring and Enforcement (CME) Tool	20%	2 Months	Assessment Tool
Close out Report and retention	10%	2 weeks	Completion and handover Report
Total	100%	9 months	

8. CONTENTS OF THE PROJECT PROPOSAL

A clear and concise project proposal covering the aspects listed below as well as responding to the terms of reference is required.

- 8.1. An executive summary of the key issues covered in the Proposal.
- 8.2. A profile of each employee/company to work on the project with clear references to similar and related work undertaken in the past with clear evidence where a person member participated in or managed certain projects in the past which bear relevance to the work at hand. A clear indication of actual roles and responsibilities must be presented with verifiable proof.
- 8.3. A general methodology for undertaking work of this nature. The methodology should also indicate the project milestones that will be used to measure the project progress.
- 8.4. Certified copies of all projects relevant certificates, references, professional registration and related certification for all members of the proposed team must be attached.
- 8.5. Any other information relevant to the determination of the suitability of the interested bidder for this project should be listed.

9. INFORMATION GATHERING

- 9.1. The selected service provider will be expected to contact all the relevant officials

and units within all spheres of government and other stakeholders of government or any entity holding information relevant to the project to obtain relevant information that will be required for the project when a need arises.

- 9.2. Existing information, which is available within the DALRRD Branch: Spatial Planning and Land Use Management will be made available to the appointed service provider during the execution of the project.
- 9.3. Notwithstanding anything written in these terms of reference, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.

10. MANDATORY REQUIREMENTS

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

10.1. TECHNICAL MANDATORY REQUIREMENTS

- 10.1.1. Fully completed pricing Schedule (SBD 3.3). A fully completed pricing schedule on the prescribed template must be submitted. **(i.e. SBD 3.3 – pricing schedule) (NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED SBD3.3)**

10.2. TECHNICAL MANDATORY REQUIREMENTS

- 10.2.1. The project leader must be registered with the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002 as a Professional Planner (a Copy of valid certificate must be attached).

11. REPORTING AND ACCOUNTABILITY

- 11.1. All team members must be available for the duration of the project and the service provider is not allowed to change the composition without the prior consent of the department.

- 11.2. During the execution of the project, the service provider will be required to submit monthly progress reports and attend meetings at intervals as it will be determined by the project team or steering committee managing the project.
- 11.3. All information captured and or used to generate the outputs of the project remains the property of DALRRD and must be handed over in its totality when the project is closed. DALRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the course of the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and DALRRD. This agreement must be reached and signed off together with the project plan before the project commences.

12. EVALUATION CRITERIA

This bid shall be evaluated on the basis of functionality and in accordance with Points Awarded for specific goals as stipulated below.

12.1. First Stage-Evaluation of Functionality

The evaluation of the functionality will be evaluated individually by Members of the Bid Evaluation Committee in accordance with the below functionality, criteria and values.

The applicable values that will be utilized when scoring each criterion range from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	TOTAL
RESOURCES	<p>The team leader must be a registered Town Planner with project management experience plus a minimum of 20 years' working experience in a spatial planning and land use management environment: Attach a copy of a certificate and CV's indicating a detailed profile of the previous work experience, contactable references of similar work undertaken - List names, addresses, telephone numbers, fax numbers and e-mail</p> <ol style="list-style-type: none"> 1. <i>A registered Town Planner plus project management working experience in a spatial planning environment with less than 15 years' experience - Poor (score 1)</i> 2. <i>A registered Town Planner plus project management working experience in a spatial planning and land use management environment with more than 15 less than 20 years' experience - Average (score 2)</i> 3. <i>A registered Town Planner plus project management working experience in a spatial planning and land use management environment with 20 years' experience - Good (score 3)</i> 4. <i>A registered Town Planner plus project management working experience in a spatial planning and land use management environment with more than 20 less than 22 years' experience - Very Good (score 4)</i> 5. <i>A registered Town Planner plus project management working experience in a spatial planning and land use management environment with 22 or more years' experience - Excellent (score 5)</i> 	15	40

	<p>Composition of the Technical Team to be utilized in the execution of the project consists of a minimum of 1 Planner registered as professionals with SACPLAN with 10 years post qualification experience in spatial planning and land use management (Attach copies of a valid certificate indicating member in good standing must be attached and CV's clearly indicating a detailed profile of their previous work experience).</p> <ol style="list-style-type: none"> 1. <i>CV attached with less than 5 years' experience with SACPLAN Professional Registration – Poor (score 1)</i> 2. <i>CV attached with between 5 years to less than 10 years' experience with SACPLAN Professional Registration – Average (score 2)</i> 3. <i>CV attached with 10 years' experience with SACPLAN Professional Registration – Good (score 3)</i> 4. <i>CV attached with more than 10 less than 15 years' experience with SACPLAN Professional Registration - Very Good (score 4)</i> 5. <i>CV attached with more than 15 years' experience with SACPLAN Professional Registration – Excellent (score 5)</i> 	10	
	<p>GIS Practitioner</p> <ol style="list-style-type: none"> i. Professional Geographic Information Specialist registered with SAGC: ii. Professional GIS Specialist have a minimum of 3 years' post qualification relevant experience <ol style="list-style-type: none"> 1. <i>Not meeting above i and ii criteria requirements – Poor (score 1)</i> 2. <i>One of above i and ii criteria requirements is not met – Average (score 2)</i> 3. <i>Both above i and ii criteria requirements are met – Good (score 3)</i> 4. <i>Both above i and ii criteria requirements are met with more than 3 to 5 years' post qualification relevant experience - Very Good (score 4)</i> 	10	

	<p>5. Both above i and ii criteria requirements are met with 5 or more years' post qualification relevant experience – Excellent (score 5)</p>		
	<p>IT Specialist with background and Experience in programming or software development Degree in Information Technology or equivalent with 8 years' experience.</p> <p>1. Less than 5 years post-qualification relevant experience – Poor (score 1)</p> <p>2. 5 years to Less than 8 years post-qualification relevant experience – Average (score 2)</p> <p>3. 8 years post-qualification relevant experience – Good (score 3)</p> <p>4. More than 8 years to Less than 10 years' post-qualification relevant experience - Very Good (score 4)</p> <p>5. More than 10 years' post-qualification relevant experience - Excellent (score 5)</p>	5	
<p>CAPABILITY</p> <p>Experience and Track Record of Team Members</p>	<p>Company experience: a minimum of 5 years' experience in <u>Spatial Planning and Land Use management</u>.</p> <p>(Attach a Portfolio of evidence: at least a minimum of three completion certificates/letters of previous successful work performed by the company, the certificates/ letters must be on the bidders' Client' official letterheads with contact details and it must be duly signed):</p> <p>NB: The content of the reference letters/ testimonials must indicate the type of services rendered, period and value of the project. Contracts, Service Level Agreements and Purchase Orders will not be considered as proof of experience.</p>	20	35

<p>Company Competency</p>	<ol style="list-style-type: none"> 1. <i>Duly signed reference letters/testimonials on the client letter head indicating that the service provider has less than 2-year experience in business continuity management. – Poor (score 1)</i> 2. <i>Duly signed reference letters/testimonials on the client letter head indicating that the service provider has more than 2 to less than 5 years to a year experience in business continuity management. – Average (score 2)</i> 3. <i>Duly signed reference letters/testimonials on the client letter head indicating that the service provider has a minimum of 5 years' experience in business continuity management. – Good (score 3)</i> 4. <i>Duly signed reference letters/testimonials on the client letter head indicating that the service provider has over 5 to 7 years' experience in business continuity management. — Very Good (score 4)</i> 5. <i>Duly signed reference letters/testimonials on the client letter head indicating that the service provider has over 7 years' experience in business continuity management. -- Excellent (score 5)</i> 		
	<p>The company must have successfully managed a minimum of 2 similar projects in the past 5 years (e.g. Land Use Schemes, Spatial Development Framework,)</p> <p>completed a minimum of 2 Similar projects in the past 5 years. (Attach a Portfolio of evidence: at least a minimum of three completion certificates/letters of previous successful work performed by the company, the certificates/letters must be on the bidders' Client' official letterheads with contact details and it must be duly signed):</p> <p>NB: The content of the reference letters/testimonials must indicate the type of services rendered, period and value of the project. Contracts, Service Level Agreements and Purchase Orders will not be considered as proof of experience.</p>	15	

	<ol style="list-style-type: none"> 1. 1(one) Similar projects successfully completed: – Poor (score 1) 2. 2 (two) similar projects successfully completed – Average (score 2) 3. 3 (three) Similar projects successfully completed – Good (score 3) 4. 4 (four) Similar projects successfully completed - Very Good (score 4) 5. 5 (Five) similar and more projects successfully completed – Excellent (score 5) 		
METHODOLOGY AND PROJECT MANAGEMENT	<p>A broad overview of approaches and methodologies that may be employed to execute the project as per the scope of work.</p> <p>Appropriateness of proposed approach and methodology</p> <ul style="list-style-type: none"> • The degree to which the methodology proposed is sound, professional, realistic and logical; • Method and clarity regarding the presentation of the final outputs of the project; • Programme with clear timelines and output; • Indicators and means of verifying progress; • Quality assurance steps indicated; • Clear reporting mechanism. <ol style="list-style-type: none"> 1. Methodology does not outline the requirements as specified in the ToR – Poor (score 1) 2. Methodology inadequately and poorly address requirements in the ToR – Average (score 2) 3. Methodology adequately address most of the requirements in the ToR – Good (score 3) 4. Methodology adequately specified all requirements in the ToR and is acceptable for implementation - Very Good (score 4) 	15	25

	5. <i>Methodology exceptionally specifies the manner in which the project will be delivered and indicate additional value adds – Excellent (score 5)</i>		
PROJECT PLAN	<p>A project plan demonstrating a coordinated approach of how various project deliverables will be managed against timeframes.</p> <ul style="list-style-type: none"> • Appropriateness of proposed approach • The degree to which the project plan is sound, professional, realistic and logical. • Clarity regarding the presentation of the final outputs of the project; • Programme with clear timelines and output <p>1. <i>Project Plan and Timeframes does not outline the requirements as specified in the ToR – Poor (score 1)</i></p> <p>2. <i>Project Plan and Timeframes inadequately and poorly address requirements in the ToR – Average (score 2)</i></p> <p>3. <i>Project Plan and Timeframes adequately address most of the requirements in the ToR – Good (score 3)</i></p> <p>4. <i>Project Plan and Timeframes adequately specified all requirements in the ToR and is acceptable for implementation - Very Good (score 4)</i></p> <p>5. <i>Project Plan and Timeframes exceptionally specifies the manner in which the project will be delivered and indicate additional value adds – Excellent (score 5)</i></p>	10	
TOTAL		100	100

The Bids that fail to achieve a minimum of **60** points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on second stage (Points awarded for specific goals).

12.2. Second Stage - Evaluation in terms of Points awarded for specific goals

12.2.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

12.2.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

12.2.2.1 an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

12.2.2.2 any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
(i)Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
(ii)Who is female	5		
(iii)Who has a disability	2		
(iv)Specific goal: Who is youth	2		
(V)Specific Goal: Locality Promotion of South African Enterprises	3		

12.3. Calculation of total points scored for price and specific goals status.

The points scored for price must be added to the points scored for specific goals to obtain the bidder's total points scored out of 100.

13. PROJECT MANAGEMENT WITHIN DALRRD

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

14. OPT-OUT CLAUSE

14.1. The Department Agriculture, Land Reform and Rural Development reserves the right **not** to appoint if suitable candidates are not found, at the complete discretion of the Department.

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

15. TERMS AND CONDITIONS OF THE BID

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

15.2. The DALRRD and Service Provider will sign a Services Level Agreement upon appointment and a Memorandum of Agreement.

15.3. Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department of Agriculture, Land Reform and Rural Development.

15.4. No material or information derived from the provision of the services under the contract may be used for any other purposed except for those of the DALRRD, except where duly authorized to do so in writing by the DALRRD.

15.5. 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.

15.6. 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

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

16. PUBLICATION

- 21 days advertisement.
- Government Tender Bulleting
- Nation Treasury E-portal
- Departmental Website
- No Briefing

17. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

Chief Directorate: Planning Facilitation

Department of Agriculture, Land Reform and Rural Development

Private Bag X833

Pretoria

0001

Attention: Mr. Tshifhiwa Nekhwevha

Telephone: 012 312 8015/071 850 1758

Email: Tshifhiwa.Nekhwevha@dalrrd.gov.za

17.2. Supply Chain Management Enquiries

Supply Chain Related Enquiries: Mr Abie Olyn

Telephone number: (012) 312-9518

E-mail: Abie.olyn@dalrrd.gov.za

5/2/2/1- DALRRD 0001 (2023/2024)

APPOINTMENT OF A SERVICE PROVIDER TO REVIEW COMPLIANCE MONITORING AND ENFORCEMENT TOOL FOR THE IMPLEMENTATION OF SPATIAL PLANNING AND LAND USE MANAGEMENT ACT FOR A PERIOD OF NINE (9) MONTHS.

NB: THERE WILL BE NO BRIEFING SESSION.

CLOSING DATE: 22 JUNE 2023

TECHNICAL ENQUIRIES : Mr. Tshifhiwa Nekhwevha
TEL : 012 312 8015/071 850 1758
EMAIL : Tshifhiwa.Nekhwevha@dalrrd.gov.za

BID RELATED ENQUIRIES : Ms Kedumetse Modise; Mr A Olyn/Mr B Lewele
EMAIL: kedumetse.modise@dalrrd.gov.za; abie.olyn@dalrrd.gov.za;
borna.lewele@dalrrd.gov.za

Bid No.:

Name of Bidder:

PRICING SCHEDULE FOR THE REVIEW OF COMPLIANCE MONITORING AND ENFORCEMENT TOOL FOR THE IMPLEMENTATION OF SPATIAL PLANNING AND LAND USE MANAGEMENT ACT FOR A PERIOD OF NINE (9) MONTHS

DALRRD-0001 (2023-2024)

PRICING SCHEDULE FOR THE REVIEW OF COMPLIANCE MONITORING AND ENFORCEMENT TOOL FOR THE IMPLEMENTATION OF SPATIAL PLANNING AND LAND USE MANAGEMENT ACT FOR A PERIOD OF NINE (9) MONTHS

(Professional Services)

NAME OF BIDDER: BID NO.: DALRRD -0001 (2023/2024)
CLOSING TIME

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

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

3 TOTAL BID PRICE R.....

Bid Initials
Bid's Signature..... Page 47 of 49
Date:.....

Bid No.:

Name of Bidder:

PRICING SCHEDULE FOR THE REVIEW OF COMPLIANCE MONITORING AND ENFORCEMENT TOOL FOR THE IMPLEMENTATION OF SPATIAL PLANNING AND LAND USE MANAGEMENT ACT FOR A PERIOD OF NINE (9) MONTHS

NB: REFER TO THE PARAGRAPH 7 OF THE TERMS OF REFERENCE

PHASES	TIME FRAMES	% PAYABLE	TOTAL COST
Phase 1: Inception Report (including consultation plan)	2 Weeks	10%	R.....
Phase 2: CME Overview Report (Conceptual Framework)	3 Months	30%	R.....
Phase 3: User Requirements	3 Months	30%	R.....
Phase 4: Final Compliance Monitoring and Enforcement (CME) Tool	2 Months	20%	R.....
Close out Report and retention	2 weeks	10%	R.....
TOTAL COST EXCLUDING VAT			R.....
VAT 15%			R.....
TOTAL COST INCLUDING VAT			R.....

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

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

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

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

Bid Initials
 Bid's Signature..... Page 48 of 49
 Date:.....

Bid No.:

Name of Bidder:

PRICING SCHEDULE FOR THE REVIEW OF COMPLIANCE MONITORING AND ENFORCEMENT TOOL FOR THE IMPLEMENTATION OF SPATIAL PLANNING AND LAND USE MANAGEMENT ACT FOR A PERIOD OF NINE (9) MONTHS

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Any enquiries regarding bidding procedures may be directed to the –

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

TECHNICAL ENQUIRIES

Attention: Mr. Tshifhiwa Nekhwevha
Telephone: 012 312 8015/071 850 1758
Email: Tshifhiwa.Nekhwevha@dalrrd.gov.za

Supply Chain Management Enquiries

Supply Chain Related Enquiries: Mr Abie Olyn
E-mail: Abie.olyn@dalrrd.gov.za