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5/2/2/1 DALRRD NC – 0002 (2023/2024)

**DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER / CONSORTIUM OF SERVICE PROVIDERS TO REVIEW THE EMTHANJENI LOCAL MUNICIPALITY (NORTHERN CAPE) SPATIAL DEVELOPMENT FRAMEWORK IN ORDER TO BE FULLY SPLUMA COMPLIANT WITHIN A PERIOD OF NINE (9) MONTHS.**

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

**CLOSING DATE: 28 JUNE 2023**

**TECHNICAL ENQUIRIES (SPLUM NC):**

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

**BID RELATED ENQUIRIES :**

Mr Baagileng Kenneth Sekgele  
TEL : (053) 830 4000 ext. 4028  
EMAIL : BaagilengS@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 2023

**DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER / CONSORTIUM OF SERVICE PROVIDERS TO REVIEW THE EMTHANJENI LOCAL MUNICIPALITY (NORTHERN CAPE) SPATIAL DEVELOPMENT FRAMEWORK IN ORDER TO BE FULLY SPLUMA COMPLIANT WITHIN A PERIOD OF NINE (9) MONTHS.**

**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 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*

SIGNED  
SUPPLY CHAIN MANAGEMENT  
DATE: 07/06/2023

**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 (2023/2024)	CLOSING DATE:	28 JUNE 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER / CONSORTIUM OF SERVICE PROVIDERS TO REVIEW THE EMTHANJENI LOCAL MUNICIPALITY (NORTHERN CAPE) SPATIAL DEVELOPMENT FRAMEWORK IN ORDER TO BE FULLY SPLUMA COMPLIANT 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:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <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 [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 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	GERHARDUS DE BRUIN	
CONTACT PERSON	BAAGILENG SEKGELE		TELEPHONE NUMBER	053 832 5084	
TELEPHONE NUMBER	053 830 4000 EXT.4028		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Gerhardus.DeBruin@dalrrd.gov.za	
E-MAIL ADDRESS	BaagilengS@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>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <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>

**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:

**MABEL HOUSE (Pty) Ltd**

**By resolution of the Board of Directors taken on 20 May 2000,**

**MR A.F JONES**

**has been duly authorised to sign all documents in connection with**

**Contract no DRDLR (CRD-10) 2018/19, and any contract which may arise there from,**

**on behalf of MABEL HOUSE (Pty) Ltd.**

**SIGNED ON BEHALF OF THE COMPANY (Signature of Managing Director)**

**IN HIS CAPACITY AS: Managing Director**

**DATE: 20 May 2000**

**SIGNATURE OF SIGNATORY: (Signature of A.F Jones)**

**As witnesses:**

1. ....

2. ....

Signature of person authorised to sign the tender: .....

Date: .....

SAMPLE

# DALRRD ..... 2023-2024

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER / CONSORTIUM OF SERVICE PROVIDERS TO REVIEW THE EMTHANJENI LOCAL MUNICIPALITY (NORTHERN CAPE) SPATIAL DEVELOPMENT FRAMEWORK IN ORDER TO BE FULLY SPLUMA COMPLIANT WITHIN A PERIOD OF NINE (9) MONTHS.**

Name of Bidder: .....

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER / CONSORTIUM OF SERVICE PROVIDERS TO REVIEW THE EMTHANJENI LOCAL MUNICIPALITY (NORTHERN CAPE) SPATIAL DEVELOPMENT FRAMEWORK IN ORDER TO BE FULLY SPLUMA COMPLIANT 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 report):</b> Final inception report and stakeholder engagement plan and capacity building programme for skills transfer.	2 Weeks	R.....
<b>Phase 2 (Status Quo Analysis, Policy Context and Spatial Vision):</b> Status quo and Spatial Analysis Report / Draft Spatial Vision	1 Month	R.....
<b>Phase 3 (Spatial &amp; Sectoral Analysis and Stakeholder Consultation):</b>		

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

Name of Bidder: .....

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER / CONSORTIUM OF SERVICE PROVIDERS TO REVIEW THE EMTHANJENI LOCAL MUNICIPALITY (NORTHERN CAPE) SPATIAL DEVELOPMENT FRAMEWORK IN ORDER TO BE FULLY SPLUMA COMPLIANT WITHIN A PERIOD OF NINE (9) MONTHS.**

[SBD 3.3]

DELIVERABLES	TIME FRAMES	TOTAL
Spatial Options and Proposal Report	2 Months	R.....
<b>Phase 4 (Spatial Proposal):</b> Draft SDF Report	2 Months	R.....
<b>Phase 5 (Implementation Framework and Capital Expenditure Framework):</b> Implementation Framework Capital Expenditure Framework	1 Month 2 Weeks	R.....
<b>Phase 6 (Final Comprehensive Draft SDF and Workshops):</b> Final Comprehensive Draft SDF Document Stakeholder Engagement Report Capacity building programme for skills transfer report  <b>Close-Out Report and Retention</b> Copies of the Final SDF with proof of submission of the final SDF and approval by relevant municipality.	2 Month	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 SERVICE PROVIDER / CONSORTIUM OF SERVICE PROVIDERS TO REVIEW THE EMTHANJENI LOCAL MUNICIPALITY (NORTHERN CAPE) SPATIAL DEVELOPMENT FRAMEWORK IN ORDER TO BE FULLY SPLUMA COMPLIANT 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**

Mr Baagileng Kenneth Sekgele  
Deputy Director Supply Chain Management  
Directorate: Finance & Supply Chain Management

Contact Number: (053) 830 4000 ext. 4028

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 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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

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

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = 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:

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

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>max</sub> = 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 <b>or</b> promotion of enterprises located in a specific province <b>or</b> promotion of enterprises located in a specific district) <i>(select one)</i>	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.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>
<p><b>SURNAME AND NAME:</b> .....</p>
<p><b>DATE:</b> .....</p>
<p><b>ADDRESS:</b> .....</p> <p>.....</p> <p>.....</p> <p>.....</p>



Directorate: Spatial Planning and Land Use Management Services, 30 Du Toitspan Road, Flaxley House Building, 3<sup>rd</sup> Floor, Room 301, Kimberley 8300; Tel: (053) 832 4588; Fax: (053) 832 1482

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER / CONSORTIUM OF SERVICE PROVIDERS TO REVIEW THE EMTHANJENI LOCAL MUNIICIPALITY (NORTHERN CAPE) SPATIAL DEVELOPMENT FRAMEWORKS IN ORDER TO BE FULLY SPLUMA COMPLIANT WITHIN A PERIOD OF NINE (9) MONTHS.**

**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 the Spatial Development Framework of the Emthanjeni Local Municipality 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.
- 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 compiles Spatial



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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 Spatial Planning and Land Use Management (SPLUM) branch monitors the SPLUMA compliance of Northern Cape municipalities on a quarterly basis, the progress on SPLUMA implementation in terms of SDF allows the branch to identify, facilitate and provide support and interventions to municipalities that are in need of alignment to key interventions, national spatial planning principles and local long-term development goals and plans. (National Spatial Development Framework (NSDF), the Northern Cape Provincial Spatial Development Framework (PSDF) and the Karoo Regional Spatial Development Framework (KRSDF). Emthanjeni Local Municipality have always strived to ensure utmost adherence to and compliance with the provisions of SPLUMA and therefore requires the assistance in the review of the municipal SDF.



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1.6 The specific intention is to review and prepare Spatial Development Framework for the Emthanjeni Local Municipality in terms of Section 12 (1) of the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) (SPLUMA).

**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 Emthanjeni Local Municipality requires assistance to review the outdated Spatial Development Frameworks. Apart from the outdated status of the SDF, alignment with the latest National~ and the Provincial SDF needs to be done as the current LM SDF was completed prior to the completion of the National Spatial Development Framework (NSDF), the Northern Cape Provincial Spatial



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Development Framework (PSDF) and the Karoo Regional Spatial Development Framework (KRSDF). The development of the municipal SDF will also assist in the future drafting of the District Development Model (DDM) / One Plan that was adopted by Cabinet, the Presidential Coordinating Council and various MINMECS in 2019.

- 2.3 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 a SDF as spatial integrator and coordinator of various government activities and programs 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.
- 2.4 The Emthanjeni LM SDF needs to review the local municipal space economy in the context of the national, provincial, district and local space economies. It needs to guide and coordinate the respective municipality that is in severe need and deprivation, of resource potential, of infrastructure endowment and of current



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and potential economic activity by describing key social, economic and natural trends and issues shaping the local municipal geography.

- 2.5 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 government in formulating relevant spatial planning legislation and policies since 1994.
- 2.6 The Emthanjeni LM SDF is seen as not comprehensive enough especially as it need to have an updated Spatial Analysis Context as it lacks the detail and up to date of actual land uses that are found within the SDF. The verification of the land uses needs to be done together with the correct use of land in the municipal areas. Other aspects that also need to be addressed are issues around future planning scenarios, the determination of the economic, social and environmental potential of land. Hence the need to conduct a, comprehensive Land Use Audit together with a Geological Analysis in the development of the SDF.



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

- 3.1 The main objective of the project is to review the Emthanjeni Local Municipal SDF 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 Emthanjeni Local Municipality SDF in compliance 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 Emthanjeni SDF shall be amended accordingly, in order to remain credible.
- 3.2 Compliance with the following important aspects of a SDF as indicated in the Chapter 4 of SPLUMA must be adhered to. 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 a 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 of the Emthanjeni Local Municipal SDF 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

The project will accomplish a credible SPLUMA compliant Spatial Development Framework that seeks to influence the overall spatial distribution of current and future land use within the Municipality in order to give effect to the vision, goals and objectives of the Municipal Integrated Development Plan (IDP).

3.4 The key objective of the project is to review and prepare the Emthanjeni Local Municipal Spatial Development Framework and create a document that will:-

- Provide a clear and comprehensive Spatial Framework for the municipality 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 municipality in line with the broad development objectives of the National, Provincial, Regional and District policies and respond to the guidance provided in these;
- Indicate in detail as much as possible to members of the public and others with an interest in the municipality, the desired spatial form for the municipality;
- 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 SDF;
- To provide a spatial reflection of the needs and priorities established in the integrated development plan and identify specific issues which are unique to the municipality;
- 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: -
  - Identifying areas for economic opportunities, particularly for industrial, commercial and agriculture.



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- 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 The project scope includes the development of a SPLUMA compliant SDF in terms of the relevant sections of SPLUMA and give effect to the SPLUMA development principles. The project will entail a complete SPLUMA compliant SDF for the entire municipal area of the Local Municipality including all elements as set out in the DALRRD Guidelines for Spatial Development Frameworks. In terms of the guidelines these are some of the aspects that the Municipal Spatial Development Framework must include:

- give effect to the development principles and applicable norms and standards set out in Chapter 2;



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- include a written and spatial representation of a five-year spatial development plan for the spatial form of the municipality;
- include a longer-term spatial development vision statement for the municipal area which indicates a desired spatial growth and development pattern for the next 10 to 20 years;
- identify current and future significant structuring and restructuring elements of the spatial form of the municipality, including development corridors, activity spines and economic nodes where public and private investment will be prioritised and facilitated;
- Include population growth estimates for the next five years;
- Include estimates of the demand for housing units across different socio-economic categories and the planned location and density of future housing developments;
- Include estimates of economic activity and employment trends and locations in the municipal area for the next five years;
- Identify, quantify and provide location requirements of engineering infrastructure and services provision for existing and future development needs for the next five years;



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- 4.2 The SDF must include the comprehensive physical Land Use Audit and desktop Geological analysis for the entire municipal area, which must give effect to Phase 3 of the SDF Guidelines.
- 4.3 The Land Use Audit is site specific and will include all:
- a) Parent farms
  - b) Farm portions
  - c) Agricultural Holdings
  - d) Erven
  - e) Sectional Title Schemes
  - f) Cluster homes and complexes
  - g) Rural villages
- 4.4 The physical Land Use Audit is a comprehensive spatial analysis of existing land uses in line with the Land Use Scheme and Zoning for a municipal area. It assesses currently what is on the ground in terms of what is demarcated in the space; assess the bio-physical suitability of land, the serviceability of land and the spatial and legal constraints. It must identify illegal land uses, areas of environmental hazards, economic potential, verify existing cadastral, and identify servitudes.



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- 4.5 The desktop Geological Analysis information provide an objective base on which to overlay all other spatial information in order to make wise and rational land use decisions. The Objectives of the desktop Geological Analysis will be too supply information relating to soil and bedrock types and soil characteristics. This information will assist the local authority to identify areas where development may be safely promoted or should be restricted and in identifying landfill and effluent disposal sites.
- 4.6. The desktop Geological Analysis must also include physical potentials and limitations of the land, social, economic, political, infrastructure, and conservation considerations and include municipal planning strategies and policies for environmentally sensitive land. This Info will assist the municipality i.t.o planning for future development, where to locate investment and how to get maximum occupancy of the SDF.
- 4.7 Section (24) of SPLUMA requires that municipality must, after public consultation adopt and approve a single land use scheme for its entire area within five years from the commencement of the act. The Land Use Audit and desktop Geological Analysis will provide an utmost contribution during compilation/updating of



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land use schemes in the municipality as land use Audit information will be already available hence the need to integrate the Land Use Survey Component into the Municipal SDF Processes.

4.8 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 are expected:

- 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 and must include Land use Data base and fieldwork Reports, Linked to cadastral GIS data;
- Final report in digital format (MS word and PDF) and ten full color hard copies, 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;
- Progress reports on the skills development programme

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- 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.

4.9 The service provider or consortium must submit a detailed breakdown of activities for the LM SDF/ per phase /major component with clear timeframe deliverables.

4.10 The reviewed Emthanjeni LM SDF (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 local Municipal Council

**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.

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5.2. All spatial information collected must comply with SDI / SASDI and 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 municipal 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.

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 legends must be legible





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- 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

5.4. The Service provider (s) 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 and PDF document) image files as (e.g. PDF, JPEG, windows Bitmap, GIF, etc.); A0 composite SDF Plan, a



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separate Executive Summary Document and a Stakeholder Engagement 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 DALRRD reserves the right not to approve any stage of the project if requirements relating to GIS data are not met.

## **6. METHODOLOGY**

The appointed service provider / consortium must perform certain tasks as a prerequisite for the review of the Emthanjeni LM SDF. 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.



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- 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 Geological Studies.
- Capacity building programme for skills transfer

**7. PROJECT DURATION**

It is envisaged that the project will span a period of approximately nine months (9) from the appointment of the service provider / consortium of service providers for the LM SDF to be reviewed . 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.

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Table 1:

PROJECT PHASE	ACTIVITY	TIME FRAME
<u>Phase 1:</u> Inception report	Final inception report, stakeholder engagement plan and capacity building programme for skills transfer	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 & Sectoral Analysis and Stakeholder Consultation	Spatial Options and Proposal Report	2 Months
<u>Phase 4:</u> Spatial Proposal	Draft SDF Report	2 months
<u>Phase 5:</u> Implementation Framework and	Implementation Framework Capital Expenditure Framework	1 Month 2 Weeks



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Capital Expenditure Framework		
<u>Phase 6:</u> Final Comprehensive Draft SDF and Workshops  Close-Out Report and Retention	Final Comprehensive Draft SDF document  Stakeholder Engagement Report Capacity building programme for skills transfer Report  Copies of the Final SDF with proof of submission of the final municipal SDF and approval by relevant municipality.	2 Months

**8. RELEVANT SKILLS AND EXPERIENCE**

8.1 Below is a summary of relevant qualifications skills and experience:

- The Town and Regional Planner must hold **tertiary qualifications in planning** and must be registered with SACPLAN as a Professional Planner in terms of the Planning Profession Act, 2002 (Copies of valid certificates are to be attached). The project leader must have a minimum of 10 years' post

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registration experience and the second town planner must have a minimum of five years of post-registration experience,

- **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, Precinct / Nodal Plan compilation experience;
- Understanding of the interrelationship amongst the following: social, economic, land use, transport and environmental issues;
- Geography and hands on GIS (Preferably a Technologist or higher 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 and intergrated 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).

8.5 The successful service provider or consortium will also be expected to understand and experience in spatial planning regulations of the country. The service provider should have experience in auditing projects, ability to interact with a variety of



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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 plus a dedicated project team as assigned by the National Department of Agriculture Land Reform and Rural Development (DALRRD).

9.2 The project team of the appointed service provider / consortium must stay the same throughout the duration of the project and cannot be changed without prior discussions with and approval from the National Department of Agriculture Land Reform and Rural Development (DALRRD).

**10. CAPACITY BUILDING AND SKILLS TRANSFER**

10.1 The municipality 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 Local municipality as well as the DALRRD.





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Proposals should indicate how and to what extent skills development and transfer would be approached in the municipality and DALRRD.

- 10.2 The approach to capacity building should have a clear programme how specific stakeholders will be involved and what the expectations will be from the participants in the local municipality per each phase of the project.
- 10.3 The capacity building programme should also target officials / young professionals and indicate how these officials would be assisted with this experience to support the registration in different professional categories.

**11. WORKING TOGETHER**

- 11.1 Several projects relating to Spatial Planning and Land Use Management are currently funded by the Local Municipality and the DALRRD.
- 11.2 It is expected that different service providers must meet and exchange ideas, notes and research to ensure a coordinated and coherent outcome and cooperation is expected from all Service Providers in this regard.



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**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.
- 12.2 All costs associated with the venues during consultation process will be covered by the DALRRD depending on 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 the LM must also reflect:
- a) The programme of action or then the phases within the compilation of the Local SDF;
  - b) Site visits / brochures / flyers / media (responsibilities include the drafting, layout, printing, translation, and distribution);
  - c) Interviews with various Provincial departments / District and local municipality (minutes of meeting etc.) (whichever is relevant);



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- d) Workshops with provincial departments / major role-players (e.g. ESKOM / TELKOM / Spornet / Mobile operators Renewable energy role players etc.) - as per project design (4 phases);
- 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 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 LM website or available at the municipal offices.

**14 MANDATORY REQUIREMENTS**

- Resolution authorising the person who will be signing the bid document,
- The Town and Regional Planner must hold **tertiary qualifications in planning** and must be registered with SACPLAN as a Professional Planner in terms of the Planning Profession Act, 2002 (Copies of valid certificates are to be attached). The project leader must have a minimum of 10 years' post



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registration experience and the second town planner must have a minimum of five years of post-registration experience,

- **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

**15. EVALUATION CRITERIA.**

- 15.1 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 to Historically Disadvantaged Individuals HDIs.

**15.1.1 First Stage - Evaluation of Functionality**



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



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

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
<b>1. RESOURCES</b>	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 projects completed within the last five years).  Scoring criteria: <b>Excellent (score 5):</b> Five (5) or more Spatial Development		



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	<p>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> 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>	<b>35</b>	<b>35</b>
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<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> 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>	<b>10</b>	<b>20</b>





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	<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>		
	<p>2.2 One Professional Planner, 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</p>	<b>5</b>	



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	<p>CV, qualifications and valid registration certificate to be attached);</p> <p>Scoring criteria:</p> <p><b>Excellent (score 5):</b></p> <p>Professional Planner with five (5) years or more post registration experience.</p> <p><b>Very Good (score 4):</b></p> <p>Professional Planner with four (4) years post registration experience.</p> <p><b>Good (score 3):</b></p> <p>Professional Planner with three (3) years post registration experience.</p>		
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	<p><b>Average (score 2):</b></p> <p>Professional Planners with two (2) years post registration experience.</p> <p><b>Poor (score 1):</b></p> <p>Professional Planner with one (1) years post registration experience.</p>		
	<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>	<b>5</b>	



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	<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> 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>		
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<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> <p><b>Excellent (score 5):</b> 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> The service provider approach, methodology and project management (e.g. timelines and budget) is very-well defined and demonstrate</p>	<p>15</p>	<p>45</p>



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	<p>a thorough understanding on how to execute the project and includes some innovative ideas.</p> <p><b>Good (score 3):</b> The service provider approach, methodology 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>		
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	<p><b>Poor (score 1):</b></p> <p>The service provider approach, methodology and project management (e.g. timelines and budget) is not clearly defined.</p>		
	<p>3.2. Experience in the development of SDF Implementation, Monitoring and Evaluation Framework and the associated approach.</p> <p>Scoring criteria:</p> <p><b>Excellent (score 5):</b></p> <p>The service provider has exceptional proven experience in creating a SDF Implementation Framework, Monitoring and Evaluation Plan with highly innovative proposed methods to support implementation and track progress of a SDF.</p>	<b>20</b>	



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	<p><b>Very Good (score 4):</b></p> <p>The service provider has very good proven experience in creating a SDF Implementation Framework, Monitoring and Evaluation Plan with sound proposed methods to support implementation and track progress of a SDF.</p> <p><b>Good (score 3):</b></p> <p>The service provider has proven experience in creating a SDF Implementation Framework, Monitoring and Evaluation Plan with good proposed methods to support implementation and track progress of a SDF.</p> <p><b>Average (score 2):</b></p> <p>The service provider has limited proven experience in creating a SDF Implementation Framework, Monitoring and Evaluation Plan with adequate proposed methods to support implementation and track progress of a SDF.</p>		
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	<p><b>Poor (score 1):</b></p> <p>The service provider has no proven experience in creating a SDF Implementation Framework, Monitoring and Evaluation Plan with basic methods to support implementation and track progress of a SDF.</p> <p><b>Inadequate (score 0):</b></p> <p>The service provider has no experience in creating SDF Implementation Frameworks and does not refer to the proposed Implementation, Monitoring and Evaluation Framework for the SDF.</p>		
	<p>3.3. Proposed Capacity Building Programme</p> <p>Scoring criteria:</p> <p><b>Excellent (score 5):</b></p>	<b>10</b>	



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	<p>The proposed capacity building programme is exceptionally well thought through and covers all stakeholders and their respective approaches and expectations that would participate during the development and implementation of the SDF.</p> <p><b>Very Good (score 4):</b></p> <p>The proposed capacity building programme is very well thought through and covers all stakeholders and their respective approaches and expectations that would participate during the development and implementation of the SDF.</p> <p><b>Good (score 3):</b></p> <p>The proposed capacity building programme is well thought through and covers all stakeholders and their respective approaches and expectations that would participate</p>		
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agriculture, land reform  
& rural development

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

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	<p>during the development and implementation of the SDF.</p> <p><b>Average (score 2):</b> The proposed capacity building programme does not refer to all stakeholders and have a basic approach assigned to the respective role-players.</p> <p><b>Poor (score 1):</b> The proposed capacity building programme only refers to capacity building in general and lack specific approaches.</p>		
<b>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</b>			<b>100</b>



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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 to Historically Disadvantaged Individuals (HDI)

**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.

**Historically Disadvantaged Individuals (HDIs)**

Points will be awarded to a bidder based on the HDIs specific goals in accordance with the table below



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<b>HDI</b>	<b>NUMBER OF POINTS</b>
<b>One with no franchise in national elections before 1983 and 1994 constitution</b>	<b>10</b>
<b>Who is female</b>	<b>5</b>
<b>Those who are disabled</b>	<b>2</b>
<b>Specific goals for youth</b>	<b>3</b>

Specific goals for locality refers to the Northern Cape in the above table

## **17. INFORMATION GATHERING**

17.1 The successful Service Provider is expected to contact 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 the SDF which are available within the Spatial Planning and Information Office will be made available to the successful service provider.



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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.

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.



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- 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.
- 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.



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**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.

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.

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





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**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 of the SDF**

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
Phase 1: Inception report	5%	10%	25%	50%	75%	100%
Phase 2: Status Quo Analysis, Policy Context and Spatial Vision	20%	20%	40%	60%	80%	100%



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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>
Phase 6: Final Comprehensive Draft SDF and Workshops Close-Out Report and Retention	20%	<b>10%</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>



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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 Municipal SDF.
- 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.
- 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



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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**

- 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 handed over to 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:



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Provincial Shared Services Centre is satisfied that all requirements have been met.

**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 if there is clear evidence of non-performance.
- 26.3 There will be no briefing session in relation to this bid.

**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



agriculture, land reform  
& rural development

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

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Northern Cape

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**PUBLICATION**

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