

5/2/1 (080) 2023/2024

STANDARD OPERATING PROCEDURE (SOP) FOR ESTABLISHMENT OF JOINT AND DISTRICT MPTS IN TERMS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT NO. 16 OD 2013 (SPLUMA) AND THE SPLUMA REGULATIONS 2015

CLOSING DATE: 07 JUNE 2023 @ 11:00

TECHNICAL ENQUIRIES : Ms.Abena Kwayisi
TEL : 012 312 9583
EMAIL: Abena.Kwayisi@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Kopano Ntsoane / Ms. Motlogelwa Thape
TEL : 012 312 8262/9256
EMAIL: Kopano.Ntsoane@dalrrd.gov.za
[/Motlogelwa.Thape@dalrrd.gov.za](mailto:Motlogelwa.Thape@dalrrd.gov.za)



LA 1.1



agriculture, land reform & rural development

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

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate: Demand and Acquisition**
Management Services: **Enquiries:** Mr Kopano Ntsoane: **Tel:** (012) 312 8262

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

RFQ NO: 5/2/1 (080) 2023/2024
CLOSING TIME: 11H00

CLOSING DATE: 07 June 2023

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

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

Yours faithfully

SIGNED
QUOTATION MANAGEMENT
DATE: 18 May 2023

LA 1.3

MAP TO QUOTATION BOX (B BOX)

RFQ NO: 5/2/1 (080) 2023/2024 CLOSING DATE: 07 JUNE 2023 @ 11:00

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

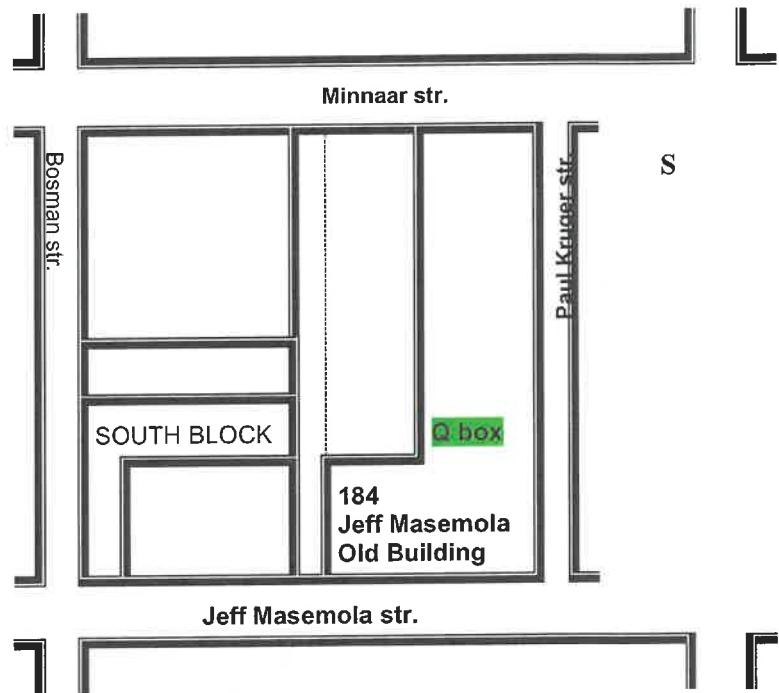
QUOTATIONS/PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

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

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

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

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



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

SUBMIT YOUR BID IN A SEALED ENVELOPE

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

**25. Force
Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)					
BID NUMBER: 5/2/1 (080) 2023/2024		CLOSING DATE: 07 June 2023		CLOSING TIME: 11:00	
STANDARD OPERATING PROCEDURE (SOP) FOR ESTABLISHMENT OF JOINT AND DISTRICT MPTS IN TERMS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT NO. 16 OD 2013 (SPLUMA) AND THE SPLUMA REGULATIONS 2015					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
184 JEFF MASEMOLA STREET					
PRETORIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Kopano Ntsoane / Ms. Motlogelwa Thape		CONTACT PERSON	Ms. Abena Kwayisi	
TELEPHONE NUMBER	(012) 312 8262/9256		TELEPHONE NUMBER	012 312 9583	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Kopano.Ntsoane@dalrrd.gov.za /Motlogelwa.thape@dalrrd.gov.za		E-MAIL ADDRESS	Abena.Kwayisi@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g., company resolution)

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who has a disability – **attach doctor's letter confirming the disability**
 - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

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:

80/20

or

90/10

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = 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:

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



agriculture, land reform & rural development

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

Branch: Spatial Planning and Land Use Management

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

STANDARD OPERATING PROCEDURE (SOP) FOR ESTABLISHMENT OF JOINT AND DISTRICT MPTS IN TERMS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT NO. 16 OF 2013 (SPLUMA) AND THE SPLUMA REGULATIONS 2015

Standard Operating Procedure (SOP) for establishment of Joint and District MPTs in terms of the Spatial Planning and Land Use Management Act No. 16 of 2013 (SPLUMA) and the SPLUMA Regulations 2015.

1. BACKGROUND

- 1.1. The project aims to develop a Standard Operating Procedure (SOP) to support SPLUMA Chapter 6: municipal cooperation i.e. section 34(1) where the councils of two or more municipalities may in writing, agree to establish a joint Municipal Planning Tribunal.
- 1.2. The Objective is to develop and offer a Standard Operating Procedure (SOP) for municipalities to utilise when determining either a Joint Municipal Planning Tribunal (JMPT) or District Municipal Planning Tribunal (DMPT).
- 1.3. The SOP will contain mechanisms and processes for establishing Joint and District MPTs and promote municipalities as the first instance authority to receive an application. In addition, it aims to promote municipal cooperation and affirm the Regulations on the development of Joint Agreements.
- 1.4. The SOP will also outline the following:-
 - processes of appointment contracts for MPT members
 - establishing working relations (IGR) for SPLUMA within the JMPT area
 - Allocation of responsibilities and roles to the affected municipalities such reporting, administration, funding for the JMPT/ DMPT

STANDARD OPERATING PROCEDURE (SOP) FOR ESTABLISHMENT OF JOINT AND DISTRICT MPTS IN TERMS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT NO. 16 OF 2013 (SPLUMA) AND THE SPLUMA REGULATIONS 2015

- Mechanisms for dispute resolution and binding arrangements with consequences for non-compliance with Spatial Planning and Land Use Management Act No. 16 of 2013 (SPLUMA)

2. PROBLEM STATEMENT

2.1 Since the implementation of the Spatial Planning and Land Use Management Act No. 16 of 2013 (SPLUMA) on 1 July 2015, various responsibilities have been placed on particularly municipalities in accordance with “municipal planning”. One of the main responsibilities is the establishment of Municipal Planning Tribunals and in the case of a District or Joint Agreement between such municipalities, a District or Joint MPT to be established.

2.2 While municipalities have made significant strides to establish their MPTs, there has been difficulty generally with establishing District or Joint MPTs. This has been identified through non-cooperation of some of these municipalities during the processes of establishing the DMPTs or JMPTs, the slow decision-making and support for these arrangements once commenced and therefore, various bottlenecks experienced towards establishment of these MPTs which some have taken years and time therefore lapsing for these MPTs.

2.3 The Department of Agriculture, Land Reform and Rural Development through its Branch SPLUM and Chief Directorate Planning Facilitation, has identified a need for supporting municipalities on putting in place processes for establishing particularly these JMPTs and DMPTs, as part of the implementation of SPLUMA. Hence, the identification of this project through means of a service provider.

3. SCOPE OF PROJECT

3.1. The scope of the project entails the following: -

- Develop procedures for the establishment of a District or Joint Municipal Planning Tribunal, outlining the various phases and requirements on the affected municipalities;
- Clarifying standard operations for the DMPT or JMPT e.g. on the agreement to establish Joint Municipal Planning Tribunal/ Monitoring of a Joint Municipal Planning Tribunal/ Withdrawal from or termination of a Joint Municipal Planning Tribunal;

STANDARD OPERATING PROCEDURE (SOP) FOR ESTABLISHMENT OF JOINT AND DISTRICT MPTS IN TERMS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT NO. 16 OF 2013 (SPLUMA) AND THE SPLUMA REGULATIONS 2015

- Outlining rules of conduct of the Municipalities forming part of the JMPT or DMPT and ensuring that the objectives as agreed, are met;
- Offering methods and processes as to how an application is submitted to and processed by the JMPT/ DMPT;
- Processes of dealing with appeals by the JMPT/ DMPT;
- Giving effect to the SPLUM Regulations 2015, Parts C (Joint Municipal Planning Tribunal) and D (Municipal Planning Tribunal for District Municipal Area);
- Any other aspect of a DMPT or JMPT deemed important to incorporate and deal with during the project steering committee and consultation phases.

4. PROJECT DELIVERABLES

4.1 The appointed service provider will be required to deliver an:

- 4.1.1 Inception report detailing, the workplan, timelines and project team.
- 4.1.2 Research report identifying the problem.
- 4.1.3 Draft versions of the Standard Operating Procedure (SOP) for establishment of Joint and District MPTs in terms of the Spatial Planning and Land Use Management Act No. 16 of 2013 (SPLUMA) and the SPLUMA Regulations 2015.
- 4.1.4 Consultations, engagements and reports.
- 4.1.5 The final SOPs for establishment of Joint and District MPTs.

5. PROJECT PHASES

TABLE 1: PROJECT TIME FRAMES & TENTATIVE % COST PER PHASE

Phase	Deliverable	Timeframe	Cost Per Phase
Phase 1: Inception	Inception Report	1 month	10%

STANDARD OPERATING PROCEDURE (SOP) FOR ESTABLISHMENT OF JOINT AND DISTRICT MPTS IN TERMS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT NO. 16 OF 2013 (SPLUMA) AND THE SPLUMA REGULATIONS 2015

Phase 2: Analysis	Research Report and Analysis Report	1 month	30%
Phase 3: Consultation and Draft SOP	Draft SOP and consultation Report	1 month	30%
Phase 4: Stakeholder Engagement	Consultation Report	1 week	10%
Phase 5: Final SOP	Final SOP	2 weeks	10%
Retention	Close-out Report	1 week	10%
			100%

6. SOLUTION PARAMETERS / INFORMATION GATHERING

- 6.1. The successful service provider is expected to make contact with all the relevant and required officials and units within and outside government to obtain relevant information that is required for the project. Existing information on similar and related projects which are available within the Department generally will be made available to the successful service provider. *However, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.*
- 6.2. It is recommended that more visual representation (maps, graphics and photographs) should ideally be utilised to present analysis/current reality and the

STANDARD OPERATING PROCEDURE (SOP) FOR ESTABLISHMENT OF JOINT AND DISTRICT MPTS IN TERMS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT NO. 16 OF 2013 (SPLUMA) AND THE SPLUMA REGULATIONS 2015

conceptual expositions in this project. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.

- 6.3. All reports and deliverables submitted should comply with the Corporate Identity and Branding Manual 2021 (to be supplied). This includes the alignment to corporate colours, fonts, photography tone and print media applications.

7. PROJECT TIME FRAME AND COST

- 7.1. It is expected that the project be completed in a period of twelve months effective from the date of appointment. The target dates for each milestone may be restructured by bidders with sufficient motivation in the bid proposals.
- 7.2. Due to the urgency of the project it is critical that timeframes are strictly adhered to. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.
- 7.3. Monthly reports will be forwarded by the service provider to the designated project manager. The service provider will be required to report via a written and electronic report.

8. PRICING SCHEDULE

- 8.1. The service provider shall compile a detailed breakdown of costs and submit it together with the proposal. Competitive pricing and functional competence of the service provider will be major considerations in the evaluation of proposals.

9. PROJECT MANAGEMENT WITHIN THE DEPARTMENT

- 9.1. This project will be facilitated by a team consisting of officials from the Department and any other person/s appointed by the Department.

STANDARD OPERATING PROCEDURE (SOP) FOR ESTABLISHMENT OF JOINT AND DISTRICT MPTS IN TERMS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT NO. 16 OF 2013 (SPLUMA) AND THE SPLUMA REGULATIONS 2015

- 9.2. The service provider and all team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties.
- 9.3. The selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the the Department.
- 9.4. Staffing requirements identified on the onset of the project shall remain unchanged for the duration of the project, unless prior written consent has been granted by the the Department.
- 9.5. All team members that will be directly involved in the project may, at the sole discretion of the Chief Director: Planning Facilitation, be expected to attend all progress report meetings as scheduled. Due to the urgency of the project, time is of essence to this process and all work shall be submitted when due. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

10. MANDATORY REQUIREMENTS

NB: Failure to submit/attach the following requirements with the proposal will disqualify the bidder's proposal.

10.1 SCM MANDATORY

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

STANDARD OPERATING PROCEDURE (SOP) FOR ESTABLISHMENT OF JOINT AND DISTRICT MPTS IN TERMS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT NO. 16 OF 2013 (SPLUMA) AND THE SPLUMA REGULATIONS 2015

10.2 TECHNICAL MANDATORY

10.2.1 The project leader must be registered with the statutory body (SACPLAN) as a Professional Planner (attach a valid copy of certificate) (letter must be valid on or before the closing date of bid).

11. REQUIRED SKILLS

- Professional Town and Regional Planners
- Legal practitioner with the relevant law related qualification

11.1. Requirements are skills and experience in

- i. Project Management
- ii. Spatial planning and land use management;
- iii. Understanding of the interrelationships amongst the following: social, economic, land use, transport and environmental issues;
- iv. Legal / Planning law/ Development Procedures/ Bylaws
- v. Research and analysis;
- vi. Written, verbal, graphic, report writing, and presentation communication skills;
- vii. Thorough understanding of political environment and Intergovernmental Relations;
- viii. Proven experience in South African governance sector (national, provincial, local) and particularly in the spatial planning, land use, development and built environment fields including processes and guidelines on structures of decision-making on planning aspects.

STANDARD OPERATING PROCEDURE (SOP) FOR ESTABLISHMENT OF JOINT AND DISTRICT MPTS IN TERMS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT NO. 16 OF 2013 (SPLUMA) AND THE SPLUMA REGULATIONS 2015

12. FINANCIAL PENALTIES

12.1. Financial penalties shall be imposed for agreed upon milestones, targets, and deadline not met without providing:

- a) Timely notification of such delays.
- b) Valid reasons for the delays.
- c) Supporting evidence that the delays were outside of the influence of the service provider.

12.2. Payments will be made only for work performed to the satisfaction of the Department. Financial penalties will be imposed if the output produced does not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

12.3. Original invoices to substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project and for what purpose those hours were spent, and to what extent the objectives were achieved. No copies or e-mailed invoices will be processed.

13. HUMAN RESOURCES FOR THE PROJECT

13.1. The service provider is expected to provide information on available human resource capacity that will be directly involved per project, including but not limited to: full CV, indicating relevant qualifications and experience as required by this Terms of Reference; full contact details (office, fax and cell-phone, and email).

13.2. Staffing requirements identified on the onset of the project shall remain unchanged for the duration of the project, unless prior written consent has been granted by Department.

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13.3. All team members that will be directly involved in the project may, at the sole discretion of the Chief Director: Planning Facilitation, be expected to attend all progress report meetings as scheduled. Due to the urgency of the project, time is of essence to this process and all work shall be submitted when due. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

14. REPORTING AND ACCOUNTABILITY

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

14.2. All electronic and hard copy information captured/utilised to provide the output of the project remains the property of Department. This data should be surrendered to the department at the end of the project, and it cannot be used or shared, whether for profit or otherwise with any other party, without written permission from Department. Department will retain copyright and all associated intellectual rights relating to the project.

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

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

15. EVALUATION CRITERIA

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

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15.1 First Stage-Evaluation of Functionality

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

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

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. ABILITY AND CAPABILITY Infrastructure Capacity Qualification Experience Track Record	The team leader must be a Professional Planner and have at least 10 years of experience in policy and legislation formulation; (Attach a detailed CV) <i>I. A professional planner with less than 5 years experience in policy and legislation formulation. (Poor = score 1)</i> <i>II. A professional planner with more than 5 less than 10 years' experience in policy and legislation formulation (Average = score 2)</i> <i>III. A professional planner with 10 years' experience in policy and legislation formulation (Good =score 3)</i> <i>IV. A professional planner with less than 10 more than 15 years' experience in policy and legislation formulation (Very Good = score 4)</i> <i>V. A professional planner with 15 or more years' experience in policy and legislation formulation (Excellent = score 5)</i>	20	60
	A legal practitioner with thorough knowledge and 5 years' experience in planning law and must possess a LLB qualification (Attach CVs indicating experience, relevant skills and copies of relevant qualification) <i>I. A legal practitioner with LLB Qualification and 2 or less years' experience in planning law (Poor = score 1)</i> <i>II. A legal practitioner with LLB Qualification and more than 2 but less than 5 years' experience in planning law (Average = score 2)</i>	15	

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	III. A legal practitioner with LLB Qualification and 5 years' experience in planning law (Good =score 3) IV. A legal practitioner with LLB Qualification and more than 5 but less than 10 years' experience in planning law (Very Good = score 4) V. A legal practitioner with LLB Qualification and 10 or more years' experience in planning law (Excellent = score 5)	
	I. At least two additional team resources II. Each registered as Professional Planners with SACPLAN (proof of valid registration with SACPLAN); and III. Each have a minimum of (7) seven years' experience of Spatial Planning and Land Use Management and possess a relevant qualification (Attach CVs indicating experience) I. Criteria requirements are poorly met. Two of above i, ii and iii criteria requirements are not met. (Poor = score 1) II. Criteria requirements are inadequately met. One of above i. ii and iii criteria requirements is not met. (Average = score 2) III. Meet all criteria requirements. All above i, ii and iii criteria requirements are met. (Good =score 3) IV. Exceed criteria requirement. All above i, ii and iii criteria requirements are met with more than 7 to 10 years' experience in a spatial planning environment. (Very Good = score 4) V. Exceed criteria requirement significantly. All above i, ii and iii criteria requirements are met with higher than 10 or more years' experience in a spatial planning environment. (Excellent = score 5)	15

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
	- The company to include at least 3 reference letters of previous similar work undertaken on company/consortium letterhead- (attach a short profile, list of names, addresses, telephone numbers, fax numbers and e-mail addresses of the three, and briefly describing the type of service provided for them) I. 1 successfully completed project in the past 5 years. (<i>Poor = score 1</i>) II. 2 successfully completed project in the past 5 years. (<i>Average = score 2</i>) III. 3 successfully completed project in the past 5 years. (<i>Good = score 3</i>) IV. 4 successfully completed project in the past 5 years. (<i>Very Good = score 4</i>) V. 5 or more successfully completed project in the past 5 years. (<i>Excellent = score 5</i>)	10	
2. METHODOLOGY & PROJECT MANAGEMENT	- Proposed Methodology The proposed methodology generally covers phase 1: detailed inception report with a project plan, phase 2: research report, phase 3: draft documentation, phase 4: final guidelines document, and consultation is a general thread that features throughout the project. I. Methodology does not outline the requirements as specified in the ToR(<i>Poor = score 1</i>) II. Methodology inadequately and poorly address requirements in the ToR (<i>Average = score 2</i>) III. Methodology adequately address most of the requirements in the ToR (<i>Good = score 3</i>)	25	40

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	IV. Methodology adequately specified all requirements in the ToR and is acceptable for implementation (Very Good = score 4) V. Methodology exceptionally specifies the manner in which the project will be delivered and indicate additional value adds (Excellent = score 5)	
	Proposed milestones, the milestones are usually aligned to the methodology and are time bound. I. Proposed milestones do not outline the requirements. (Poor = score 1) II. Proposed milestones inadequately and poorly meet requirements. Delays unlikely to have a significant impact on the outcome. (Average = score 2) III. Proposed milestones adequately address most requirements. (Good = score 3) IV. Proposed milestones adequately address all requirements Very Good (score 4) V. The service provider proposes innovative solutions to deliver the project ahead of schedule and exceptionally meet requirements (Excellent = score 5)	10
	Management of the Project I. Project Management does not outline the requirements as specified in the ToR (Poor = score 1) II. Project Management inadequately and poorly address requirements in the ToR (Average = score 2) III. Project Management adequately address most of the requirements in the ToR (Good = score 3) IV. Project Management adequately specified all requirements in the ToR and is acceptable for implementation (Very Good = score 4) V. Project Management exceptionally specifies the manner in which the project will be delivered and indicate additional value adds (Excellent = score 5)	05
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

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

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

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated	Percentage ownership equity	Number of points claimed (80/20 system)
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	(80/20 system)	(To be completed by the tenderer)	(To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

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

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

16. TERMS AND CONDITIONS OF THE BID

16.1. Awarding of the bid will be subject to the service provider's express acceptance of the DALRRD Supply Chain Management's general contract conditions. The DALRRD and Service Provider will sign a Services Level Agreement upon appointment.

16.2. The service provider should commence with the project within five (5) days after receiving the letter of appointment and the service level agreement signed.

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- 16.3. During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to organise the progress report meetings and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.
- 16.4. Any deviation from the project plan should be put in writing and signed by the project manager.
- 16.5. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 16.6. Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 16.7. When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DALRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DALRRD.

17. OPT-OUT CLAUSE

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

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18. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

Chief Directorate: Planning Facilitation

Department of Agriculture Land Reform and Rural Development

Private Bag X833

Pretoria

0001

Attention: Ms. Abena Kwayisi

Telephone: 012 312 9583

Email: Abena.Kwayisi@dalrrd.gov.za

18.2. Supply Chain Management Enquiries:

Mr. Kopano Ntsoane

ASD: Quotation Section

(012) 312 6282

Email: Kopano.Ntsoane@dalrrd.gov.za

19. PUBLICATION

- 14 days advertisement.
- CSD
- No Briefing

Bid No.:

Name of Bidder:

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DALRRD 2022-2023

PRICING SCHEDULE FOR STANDARD OPERATING PROCEDURE (SOP) FOR ESTABLISHMENT OF JOINT AND DISTRICT MPTS IN TERMS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT NO. 16 OF 2013 (SPLUMA) AND THE SPLUMA REGULATIONS 2015

NAME OF BIDDER: BID NO.: DALRRD -00

CLOSING TIME

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

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

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

Bid No.:

Name of Bidder:

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

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

PHASES	TIME FRAMES	% PAYABLE	TOTAL COST
Phase 1: Inception Report	1 month	10%	R.....
Phase 2: Research Report and Analysis Report	1 months	30%	R.....
Phase 3: Detailed SOPs and consultation Report	1 months	30%	R.....
Phase 4: Consultation Report	1 weeks	10%	R.....
Phase 5: Final SOP	2 weeks	10%	R.....
Retention: Close-out Report	1 week	10%	R.....
TOTAL COST EXCLUDING VAT			R.....
VAT 15%			R.....
TOTAL COST INCLUDING VAT			R.....

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

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

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

Bid Initials

Bid's Signature.....

Date:.....

Bid No.:

Name of Bidder:

**PRICING SCHEDULE FOR STANDARD OPERATING PROCEDURE (SOP) FOR ESTABLISHMENT OF JOINT AND DISTRICT
MPTS IN TERMS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT NO. 16 OF 2013 (SPLUMA) AND THE
SPLUMA REGULATIONS 2015**

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

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Any enquiries regarding bidding procedures may be directed to the –

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

TECHNICAL ENQUIRIES

Attention: Ms. Abena Kwayisi
Telephone: 012 312 9583
Email: Abena.Kwayisi@dalrrd.gov.za

Supply Chain Management Enquiries:

Mr. Kopano Ntsoane
ASD: Quotation Section
(012) 312 6282
Email: Kopano.Ntsoane@dalrrd.gov.za

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