



agriculture, land reform & rural development

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

Free State Shared Service Centre, Private Bag X 20803, Bloemfontein, 9300
Enquiries: Ms Palesa Nhlapo (051) 4004200 Fax: (086) 460 7556

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

BID NUMBER : SPLUM-PSP-FS-01(2023/2024)
ADVERT DATE : 19- April-2023
BRIEFING SESSION : NONE
CLOSING DATE : 11-May- 2023 **Time: 11:00 am**

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) TO DEVELOP A PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FOR THE FREE STATE PROVINCE.

BID PROPOSAL RECEIVED AFTER CLOSING DATE AND TIME ARE LATE AND WILL NOT BE ACCEPTED FOR CONSIDERATION.

N.B: SUPPLIERS ARE ADVISED TO REGISTER ON CSD- www.csd.gov.za

Kindly furnish us with bid proposal for services shown on the attached documents.

1. Attached please find the SBD 1, SBD 2, SBD 3.1, SBD 4, SBD 6.1, TOR's and the GCC.
2. If you are a sole agent or sole supplier, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your bid price may be gauged, this information will be treated as strictly confidential.
3. All the documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
4. Please make sure that your bid reaches this office before the closing time.
5. When submitting your bid, the following information must appear on the sealed envelope:-
(i) Name and address of bidder. (ii) Bid Number (iii) Closing Date.

This envelope can be placed in the bid/tender box on entrance ground Floor 136 SA Eagle Building, Maitland Street, Bloemfontein 9300.

OR

If posted, place the afore-mentioned envelope in a covering envelope addressed as follows:-

Bid, Rural Development and Land Reform Bloemfontein Office: Private Bag X 20803 Bloemfontein 9300.

Yours faithfully,

SIGNED

Mr. CM MAMPA
DD: SCM
PROVINCIAL FREE STATE SHARED SERVICE CENTRE
DATE: 18/04/2023

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SPLUM-PSP-FS-01(2023/2024)	CLOSING DATE:	11-MAY-2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) TO DEVELOP A PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FOR THE FREE STATE PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
bid/tender box on entrance ground Floor 136 SA Eagle Building, Charlotte Maxeke Street, Bloemfontein 9300.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mrs Palesa Nhlapo/ Mr Calvin Mampa		CONTACT PERSON	Mr Danie Schoeman	
TELEPHONE NUMBER	0514004200/0734336144/0716000627		TELEPHONE NUMBER	051410 5800 and Cell: 0828562741	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	PalesaN@dalrrd.gov.za calvin.mampa@dalrrd.gov.za		E-MAIL ADDRESS	danie.schoeman@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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, 2017, 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:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

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

Empty text box for purpose of application

Particulars of applicant

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

Particulars of representative (Public Officer/Trustee/Partner)

Surname			
First names			
ID/Passport no		Income Tax ref no	
Telephone no		Fax no	
E-mail address			
Physical address			

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
 If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

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

--

Signature of representative/agent Date

Name of representative/agent

Declaration

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

--

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

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

PRICING SCHEDULE – FIRM PRICES

SBD3.1

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) TO DEVELOP A PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FOR THE FREE STATE PROVINCE.

**PRICING SCHEDULE – FIRM PRICES
(PROFESSIONAL SERVICES)**

Name of bidder.....	Bid number: SPLUM-PSP-FS-01(2023/2024)
Closing Time: 11:00	Closing date: 11-MAY-2023

TOTAL BID PRICE (INCLUDING 15% VAT) R.....

PHASES	EXPECTED DELIVERABLES	COST EXCLUDING 15% VAT
PHASE 1: INCEPTION	<ul style="list-style-type: none"> Define Study Area; Establishment of Committees (Project Technical Committee, Project Steering Committee, Technical Working Groups); Workshop Inception Report in Project Steering Committee; Register, develop and continuously update an interactive website for the PSDF Stakeholder Engagement Plan per phase; Approval of the Final Inception Report by the PSC 	R.....
PHASE 2: POLICY CONTEXT, STATUS QUO, SITUATIONAL ANALYSIS AND DRAFT VISION	<ul style="list-style-type: none"> The NSDF, Free State PGDS and other spatial policies must find expression in the Status Quo and Analyses Report, inclusive of the three pillars for sustainable development; The NSDF, with all its structural elements, must serve as the normative guide of the PSDF to determine its methodology, structural elements and development process. Drafting of Policy Context, Status Quo, Situational Analysis Report with relevant Maps and Draft Spatial Vision Statement; 	R.....

PRICING SCHEDULE – FIRM PRICES

SBD3.1

	<ul style="list-style-type: none"> • Professional Service Provider (PSP) to present Policy context, Status Quo, Situational Analysis Report, Maps and Draft Vision Statement to Project Committees; • Finalise Policy Context, Status Quo, Situational Analysis Report with Maps and Draft Spatial Vision Statement; and • Approval of Policy Context; Status Quo, Situational Analysis and Draft Spatial Vision by the PSC 	
<p>PHASE 3: SPATIAL CHALLENGES, OPPORTUNITIES AND PROPOSALS</p>	<ul style="list-style-type: none"> • The NSDF, Free State PGDS and other spatial planning policies must find expression in the Spatial Challenges, Opportunities and Proposals • The NSDF, with all its structural elements, must serve as the normative guide of the PSDF to determine its methodology, structural elements and development process. • Drafting of Spatial Challenges, Opportunities & Proposals and relevant maps; • PSP to present draft Spatial Challenges, Opportunities & Proposals and relevant maps to Project Committees; • Finalise draft Spatial Challenges, Opportunities, Proposals and relevant maps; • Approval of draft Spatial Challenges, Opportunities, Proposals and relevant maps by the PSC 	<p>R.....</p>
<p>PHASE 4: IMPLEMENTATIO N FRAMEWORK</p>	<ul style="list-style-type: none"> • Compilation of Implementation Framework • Completion of Draft PSDF • PSP to present draft PSDF to Project Committees; • Finalise draft PSDF; 	<p>R.....</p>

PRICING SCHEDULE – FIRM PRICES

SBD3.1

	<ul style="list-style-type: none"> • Approval of the draft PSDF the PSC; 	
PHASE 5: CONSULTATION	<ul style="list-style-type: none"> • Notice of the draft PSDF in the Provincial Gazette and the media to invite written representation within 60 days • Public Consultation by the PSP as per Stakeholder Engagement Plan 	R.....
PHASE 6: APPROVAL OF FINAL PSDF	<ul style="list-style-type: none"> • Incorporation of inputs from Stakeholders into the final draft PSDF • PSP to present final draft PSDF to Project Committees; • Finalise PSDF with Implementation Charter and M&E framework; • Approval of PSDF with Implementation Charter and M&E framework by the PSC • Final PSDF to EXCO/Premier for approval • Notice of approval in the Provincial Gazette and the media • Produce Copies of the PSDF, the PSDF Executive Summary, video, banners, posters • Close-Out Report 	R.....
RETENTION		
SUB TOTAL		
15% VAT		
TOTAL BID PRICE		

Bid Name.....
 Bid's Signature.....
 Date.....

PRICING SCHEDULE – FIRM PRICES

SBD3.1

Any enquiries regarding bidding procedures may be directed to the –
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
PRIVATE BAG X 20803
BLOEMFONTEIN
9300

Query	Name	Contact Details
Technical	Mr Danie Schoeman	danie.schoeman@dalrrd.gov.za (051) 410 5800
Bid related	Ms Palesa Nhlapo	PalesaN@dalrrd.gov.za (051) 400 4200/0734336144
	Mr Calvin Mampa	Calvin.mampa@dalrrd.gov.za (051)4004200/ 0716000627

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. BIDDERS' 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

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.

2.2 Do you, or any person connected with the bidder, have a relationship 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.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements

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.

SBD4

made by the bidder with any official of the procuring 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.

- 3.7 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**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(a) an invitation for tender for income-generating contracts, that either the 80/20

or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

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

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

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

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



OFFICE OF THE DIRECTOR: SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES, FREE STATE
73 Aliwal Street, Bloemfontein, 9301. Tel: 051 410 5800; E-mail: splumsfreestate@dalrrd.gov.za ; Web: www.dalrrd.gov.za

**Enquiries: Danie Schoeman
Zouna Meades
Reference: 16/6/2/3/1/2**

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) TO DEVELOP A PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FOR THE FREE STATE PROVINCE

1. INTRODUCTION

- 1.1 The Department of Agriculture, Land Reform and Rural Development (DALRRD), Directorate: Spatial Planning and Land Use Management Services (SPLUMS) in Free State Province has been requested by the Director General in the Office of the Premier, Free State, to fund the compilation of the Free State Provincial Spatial Development Framework (hereinafter referred to as the "PSDF").
- 1.2 The Department requests the services of one firm or consortium of multidisciplinary & suitably qualified firms to develop the PSDF for the Free State Province within a period of eighteen (18) months.
- 1.3 This document aims to set out the terms of reference on which professional teams should base their project proposals for preparing a PSDF for Free State province. Project proposals should clearly state the approach to be adopted, the proposed methodology, relevant experience, time frame, program, continuous stakeholder consultation, associated budget and the proposed team members.
- 1.4 Currently, there is no adopted PSDF for the Province. However, an unadopted PSDF document exists that does not address all statutory requirements as set out in the Spatial Planning and Land Use Management Act, No 16 of 2013 (hereinafter

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referred to as the “SPLUMA”), as it was compiled before the proclamation date of the said Act.

1.5 Proposals are therefore requested from suitably qualified and experienced service providers to develop the Free State PSDF in line with the SPLUMA.

1.6 The review of the Free State Growth and Development Strategy (hereinafter referred to as the “Free State PGDS”) has started recently, and the process and deliverables of the latter should be **integrated** with the PSDF project plan. The final PSDF must include all the strategies, policy directives and outcomes of the Free State PGDS.

2. BACKGROUND

2.1 Section 12 (1) of the SPLUMA states that national and provincial spheres of government must prepare spatial development frameworks. SPLUMA Section 9 (1) (a) further determines that The Minister must, within available resources, provide support and assist any province in the performance of its land use management functions and related obligations, as contemplated in section 125(3) of the Constitution.

2.2 The DALRRD Spatial Planning and Land Use Management Services (SPLUMS) Free State unit assisted the Province with the development of the 2013/14 PSDF document mentioned above. This draft needs to be considered. The proposed PSDF must now consider changes that have since taken place within a national and regional policy context. Amongst others, the National Spatial Development Framework (NSDF), Free State Growth and Development Strategy (from now on referred to as the Free State PGDS), the Karoo Regional Spatial Development Framework (Karoo RSDF), the proposed Vaal Regional Spatial Development Framework (Vaal RSDF), as well as other strategic planning policy that might impact on the spatial objectives of the PSDF in question. To be fully compliant with the SPLUMA, the PSDF must be compiled in accordance with the requirements set out in Chapter 4, Part A and Part C of the said Act.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP A PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FOR THE FREE STATE PROVINCE.

- 2.3 The Province requires a PSDF that will guide current and future development within its jurisdiction. The PSDF will have a set of objectives, strategies and policy guidelines that direct development and development options to ensure that the envisaged short-term and long-term urban and rural structure and target deliverables are realised. The specific intention is to prepare a PSDF in terms of Section 15 (1) of the SPLUMA.

3. STUDY AREA

- 3.1 The study area focuses on the Free State Province, the 3rd largest Province of South Africa. It is in the geographical centre of South Africa, bordered by the Northern Cape, Eastern Cape, North West, Mpumalanga, KwaZulu-Natal and Gauteng provinces, and Lesotho. The spatial implications of these bordering entities must be sourced and incorporated to align and integrate where applicable.
- 3.2 Although the Free State is the third-largest Province in South Africa, it has the second-smallest population and the second-lowest population density. It covers an area of 129 825km² and has a population of 2 834 714, which is 5,1% of the national population. Its capital is Bloemfontein, which is South Africa's judicial capital. Other important towns include Welkom, Kroonstad, Sasolburg and Bethlehem.
- 3.3 The economy is dominated by agriculture, mining and manufacturing. Known as the 'bread basket' of South Africa, about 90% of the Province is under cultivation for crop production. It produces approximately 34% of the total maize production of South Africa, 37% of wheat, 53% of sorghum, 33% of potatoes, 18% of red meat, 30% of groundnuts and 15% of wool. The Province is the world's fifth-largest gold producer, with mining as the major employer. It is a chemical industry leader, being home to the giant synthetic-fuels company, Sasol. The Province is also home to the Vredefort Dome, South Africa's seventh World Heritage Site, 10km in diameter, located about 100km southwest of Johannesburg.
- 3.4 The Free State is divided into one metropolitan municipality and four district municipalities, which are further divided into 18 local municipalities.

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4. PURPOSE AND OBJECTIVES OF THE PROJECT

- 4.1 The proposed PSDF must give effect to and demonstrate the development principles as stipulated in Section 7 of the SPLUMA, namely:
- i. Spatial Justice;
 - ii. Spatial Sustainability;
 - iii. Efficiency;
 - iv. Spatial Resilience; and
 - v. Good Administration.
- 4.2 To be fully compliant with the SPLUMA, the PSDF is to be compiled according to the requirements set out in Chapter 4, Part A and Part C of the said Act. The specific intention is to prepare a PSDF in terms of Section 15 (1) of the SPLUMA. The Act recognises that the key to successful spatial planning, land use management and land development is the establishment of an effective link between forward planning (spatial planning) and development control (now interpreted broadly as land use management).
- 4.3 Section 9 (1) (a) of the SLUMA determines that The Minister;
- a) Must, within available resources, provide support and assist any province in the performance of its land use management functions and related obligations as contemplated in section 125(3) of the Constitution.
- 4.4 Section 12 applies to all Spatial Development Frameworks and should be interpreted to include all matters of provincial interest in the PSDF. The PSDF must reflect how each of the subsections was interpreted and applied:

Preparation of spatial development frameworks

12. (1) *The national and provincial spheres of government and each municipality must prepare spatial development frameworks that—interpret and represent the spatial development vision of the responsible sphere of government and competent authority;*
- (a) *are informed by a long-term spatial development vision statement and plan;*

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- (b) *represent the integration and trade-off of all relevant sector policies and plans;*
- (c) *guide planning and development decisions across all sectors of government;*
- (d) *guide a provincial department or municipality in taking any decision or exercising any discretion in terms of this Act or any other law relating to spatial planning and land use management systems;*
- (e) *contribute to a coherent, planned approach to spatial development in the national, provincial and municipal spheres;*
- (f) *provide clear and accessible information to the public and private sector and provide direction for investment purposes;*
- (g) *include previously disadvantaged areas, areas under traditional leadership, rural areas, informal settlements, slums and land holdings of state-owned enterprises and government agencies and address their inclusion and integration into the spatial, economic, social and environmental objectives of the relevant sphere;*
- (h) *address historical spatial imbalances in development;*
- (i) *identify the long-term risks of particular spatial patterns of growth and development and the policies and strategies necessary to mitigate those risks;*
- (j) *provide direction for strategic developments, infrastructure investment, promote efficient, sustainable and planned investments by all sectors and indicate priority areas for investment in land development;*
- (k) *promote a rational and predictable land development environment to create trust and stimulate investment;*
- (l) *take cognisance of any environmental management instrument adopted by the relevant environmental management authority;*
- (m) *give effect to national legislation and policies on mineral resources and sustainable utilisation and protection of agricultural resources; and*
- (n) *consider and, where necessary, incorporate the outcomes of substantial public engagement, including direct participation in the process through public meetings, public exhibitions, public debates and discourses in the media and any other forum or mechanisms that promote such direct involvement.*

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- (2) (a) *The national government, a provincial government and a municipality must participate in the spatial planning and land use management processes that impact on each other to ensure that the plans and programmes are coordinated, consistent and in harmony with each other.*
- (b) *A spatial development framework adopted in terms of this Act must guide and inform the exercise of any discretion or of any decision taken in terms of this Act or any other law relating to land use and development of land by that sphere of government.*
- (3) *The national spatial development framework must contribute to and give spatial expression to national development policy and plans as well as integrate and give spatial expression to policies and plans emanating from the various sectors of national government and may include any regional spatial development framework.*
- (4) *A provincial spatial development framework must contribute to and express provincial development policy as well as integrate and spatially express policies and plans emanating from the various sectors of the provincial and national spheres of government as they apply at the geographic scale of the Province.*
- (5) *A municipal spatial development framework must assist in integrating, coordinating, aligning and expressing development policies and plans emanating from the various sectors of the spheres of government as they apply within the municipal area.*
- (6) *[All] Spatial development frameworks must outline specific arrangements for prioritising, mobilising, sequencing and implementing public and private infrastructural and land development investment in the priority spatial structuring areas identified in spatial development frameworks.*
- 4.5 The main objective of the project is to develop a credible PSDF that meets the required standards set by Section 15 of SPLUMA, namely:

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- 1) *The Premier of each Province must compile, determine and publish a provincial spatial development framework for the Province.*
- 2) *A provincial spatial development framework must be consistent with the national spatial development framework.*
- 3) *Provincial spatial development frameworks must coordinate, integrate and align;*
 - a) *provincial plans and development strategies with policies of national government;*
 - b) *the plans, policies and development strategies of provincial departments; and*
 - c) *the plans, policies and development strategies of municipalities.*
- 4) *An Executive Council must adopt and approve a provincial spatial development framework for the Province within five years from the date of commencement of this Act.*
- 5) *An Executive Council may amend the provincial spatial development framework when necessary and must review it at least once every five years.*
- 6) *Before determining a provincial spatial development framework contemplated in subsection (1) and any proposed amendments to the provincial spatial development framework contemplated in subsection (5), the Premier must;*
 - a) *give notice of the proposed provincial spatial development framework in the Gazette and the media;*
 - b) *invite the public to submit written representations in respect of the proposed provincial spatial development framework to the Premier within 60 days after the publication of the notice referred to in paragraph (a); and*
 - c) *consider all representations received in respect of the proposed provincial spatial development framework.*
- 7) *A provincial spatial development framework and any amendment must be approved by the Executive Council and published in the Provincial Gazette and the media.*

4.6 Accordingly, in terms of Section 16 of SPLUMA, the PSDF is a:

- a) Spatial representation of the land development policies, strategies and objectives of the Province, which must include the Province's growth and development strategy (Free State PGDS).
- b) Policy for ensuring environmental sustainability and for the alignment/integration of land-use activities in accordance with defined sustainability objectives.

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- c) Strategy towards enhancing the well-being of the people and the environment of the Province by:
- Providing for a uniform, effective and comprehensive system of spatial planning and land-use management for the Free State.
 - Providing for development principles, norms and standards.
 - Providing for the sustainable and efficient use of land and other forms of environmental capital.
- 4.7 The purpose of the proposed PSDF, amongst others, will be to guide the preparation of Spatial Development Frameworks (SDF) within the district and local municipalities of the Free State in accordance with statutory requirements identified in Chapter 4, Part A and Part E of the SPLUMA in order to give effect to the requirement of Section 26 (e) of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2002), which indicates that each Municipal Integrated Development Plan (IDP) should have a Spatial Development Framework as a core component and sector plan.
- 4.8 Therefore, in summary, the PSDF must achieve the following:
- Link the spatial agenda with national, provincial and local socio-economic priorities;
 - Provide a common spatial agenda for the Province, its Provincial Departments, its municipalities, SOEs & the private sector;
 - Align and guide Municipal Spatial Planning;
 - Interpret the provincial significance of the application of the SPLUMA principles as set out in Chapter 2, section 7 (a-e).
 - Represent the latest national and/or regional development strategies and guidelines.
 - Promote sectoral involvement by aligning all departmental sector plans within timelines and budget allocations and monitoring tools and processes/approaches.
- 4.9 The proposed PSDF will enable all spheres of government to promote sustainable development effectively and concertedly, as envisaged by the Intergovernmental Relations Framework Act, 200 (Act 13 of 2005).

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- 4.10 The NSDF, with all its structural elements, must serve as the normative guide of the PSDF to determine its methodology, structural elements and development process.
- 4.11 The Free State PGDS and its contribution to the PSDF need to be clearly integrated, concise, as well as aligned.
- 4.12 The department's Rural Development Sector Plans (RDSP), per district and metro, should be considered in the PSDF. A wide range of spatially based provincial planning data layers is available, which should be further considered.
- 4.13 The National Spatial Social Service Provisioning Model (see figure 33 in the NSDF) put forward in section 4.4.4 of the NSDF as a National Spatial Development Lever, works on a hierarchical base, with the highest order services with the largest spatial reach in each category (see Figure 34), being placed in the highest order places. For instance, in the case of health care, regional hospitals would be placed in 'national urban cores' and 'regional development anchors', and mobile clinics in small villages. Likewise, universities would be in 'national urban cores', high schools in 'rural service centres', and small schools and mobile libraries in villages. Service delivery gaps need to be assessed in terms of the guidance given by the NSDF and be reflected within the proposed PSDF.

5. PROJECT OUTCOMES AND SCOPE

- 5.1 The PSDF should cover a wide range of policies dealing with housing, infrastructure, economic development, provision of social facilities and services to ensure that it is placed on a sustainable development pathway. The aim is to identify and influence the future spatial distribution of future land use within the Province. Moreover, the PSDF should identify the current situation on the ground and determine future proposals and investment opportunities within the Province whilst aligning with relevant legislation and Provincial policies.
- 5.2 The PSDF needs to be responsive to the latest policy and legislation documents, such as the NSDF, the Free State PGDS, the Karoo RSDF, and the Vaal RSDF (in the course of preparation). Furthermore, cognisance of development guidelines, such as the SDF guidelines and Open Space guidelines, should be taken.

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- 5.3 The PSDF is a provincial spatial and strategic planning policy that responds to and complies with relevant legislation and policies. In the latter regard, reference is made to the National Development Plan (NDP) Vision 2030, which encourages all spheres of government to prepare spatial development plans and frameworks (such as the PSDF) that promote a developmental state in accordance with the principles of global sustainability as is advocated by, among others, the South African Constitution and enabling legislation.
- 5.4 The project will accomplish a credible SPLUMA-compliant PSDF that seeks to influence the overall spatial distribution of future land use within the Province to guide the vision, goals and objectives of municipal Integrated Development Plans (IDPs).
- 5.5 The primary purpose of the PSDF is to create a credible provincial spatial structure that can serve as a spatial policy document that guides all development for the public and private sectors in the Province. Furthermore, the future development of the provincial space-economy, should receive special reference in the PSDF.
- 5.6 Provincial areas of severe deprivation must be balanced with current growth areas. These areas of interest should be addressed in terms of resource potential, infrastructure capacity, and needs to support the current and potential economic activities, guided by key social, economic and natural trends.
- 5.7 The District Development Model (DDM) is an important initiative/methodology to determine the priority of projects on a district level. The PSDF should provide guidance to these projects to ensure they align with the Provincial strategic spatial intent as well as to be aligned with the NSDF and Free State PGDS. The outcomes should be captured in municipal SDFs to ensure implementation in line with the municipal competency and strategies approved by Provincial EXCO in the PSDF. It also allows municipalities to fast-track aligned development initiatives (through land use and land development applications) when considered for approval.
- 5.8 A consulted proposed Implementation Charter for the PSDF must be submitted.

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5.9 A monitoring and evaluation framework to support the implementation of the PSDF by the Office of the Premier and COGTA must be submitted.

6. CRITICAL MILESTONES

The following critical milestones should be used when developing the Spatial Development Framework:

Phases	List of Activities for the Free State Provincial SDF
1	Inception
1.1	Define Study Area,
1.2	Establishment of Committees (Project Technical Committee, Project Steering Committee, Technical Working Groups),
1.4	Workshop Inception Report in Project Steering Committee,
1.5	Register, develop and continuously update an interactive website for PSDF Stakeholder Engagement Plan per phase,
1.6	Approval of the Final Inception Report by the PSC
2	Policy Context, Status Quo, Situational Analysis and Draft Vision
2.1	The NSDF, Free State PGDS and other spatial policies must find expression in the Status Quo and Analyses Report inclusive of the application of the three pillars for sustainable development,
2.2	The NSDF, with all its structural elements, must serve as the normative guide of the PSDF to determine its methodology, structural elements and development process.
2.3	Drafting of Policy Context, Status Quo, Situational Analysis Report with relevant Maps and Draft Spatial Vision Statement;
2.4	Professional Service Provider (PSP) to present Policy context, Status Quo, Situational Analysis Report, Maps and Draft Spatial Vision Statement to Project Committees;
2.5	Finalise Policy Context, Status Quo, Situational Analysis Report with Maps and Draft Spatial Vision Statement; and
2.6	Approval of Policy Context, Status Quo, Situational Analysis Report with Maps and Draft Spatial Vision by the PSC
3	Spatial Challenges, Opportunities & Proposals
3.1	The NSDF, Free State PGDS and other spatial planning policies must find expression in the Spatial Challenges, Opportunities & Proposals
3.2	The NSDF, with all its structural elements, must serve as the normative guide of the PSDF to determine its methodology, structural elements and development process.
3.3	Drafting of Spatial Challenges, Opportunities & Proposals and relevant maps PSP to present Spatial Challenges, Opportunities & Proposals, and relevant maps to Project Committees;
3.4	Finalise Spatial Challenges, Opportunities & Proposals and relevant maps; and Approval of Spatial Challenges, Opportunities & Proposals Policy Context by the PSC.

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Phases	List of Activities for the Free State Provincial SDF
4	Implementation Framework
4.1	Compilation of Implementation Framework
4.2	Completion of Draft PSDF
4.3	PSP to present draft PSDF to Project Committees;
4.4	Finalise draft PSDF;
4.5	Approval of the draft PSDF the PSC;
5	Consultation
5.1	Notice of the draft PSDF in the Provincial Gazette and the media to invite written representation within 60 days
5.2	Public Consultation by the PSP as per Stakeholder Engagement Plan
6	Approval of Final PSDF
6.1	Incorporation of inputs from Stakeholders into the final draft PSDF
6.2	PSP to present final draft PSDF to Project Committees;
6.3	Finalise PSDF with Implementation Charter and M&E framework;
6.4	Approval of PSDF with Implementation Charter and M&E framework by the PSC
6.5	Final PSDF to EXCO/Premier for approval
6.6	Notice of approval in the Provincial Gazette and the media
6.7	Produce Copies of the PSDF, PSDF Executive Summary, video, banners and posters
6.8	Close-Out Report
	Retention (10 % of the contract Value)

7. PROJECT DELIVERABLES

- 7.1 Details pertaining to the relevant deliverables for each milestone are contained in the SDF guidelines document. Each service provider must consult the guideline document while preparing the proposals and executing the project.
- 7.2 Submissions should be in the form of both hard and electronic versions (PDF and MS Word format).
- 7.3 All spatial information collected should be submitted as an ESRI ArcPro Map Package for use in a GIS. The shapefiles must have clear attribute information that differentiates the PSDF 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

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ISO 19115 & SANS 1878. Ownership of all metadata, data and spatial information generated and collected from this assignment vests in DALRRD. DALRRD will become the custodian of all spatial information collected. A GISc Template for mapping must be agreed upon during the inception of the project between the service provider and the department, to reduce delays later in the project, incorporating the Spatial Planning Categories (SPC) as per Gazetted Municipal Planning Bylaws for Free State local municipalities.

- 7.4 To deliver on the deliverables (as stated above), the PSDF should be in the form of text, maps, graphs, and further applicable imagery.
- 7.5 It is recommended that more visual representation (maps, graphs, and further applicable imagery) form the bulk part of the spatial analysis/current reality. A text box or similar effect may be used to provide an explanation, relevant information or analysis.
- 7.6 Marketing material expressing the spatial vision of the Province, including the Free State PGDS, is required as follows:
- PSDF (with integrated Free State PGDS) hard copy document x 100
 - PSDF (with integrated Free State PGDS) Executive Summary x 100
 - A poster highlighting the key concepts x 30
 - Pull-up Banner highlighting the key concepts x 10
 - Promotional Video (>12 minutes) on USB 3.1, 64 Gb or larger drives, highlighting the key concepts x 40
 - Develop, host and maintain a Website for the next five years
- 7.7 The project requires a team leader with a tertiary qualification in town and regional planning and must be registered in terms of the Planning Profession Act, 2002 (registered with SACPLAN in good standing) as a Professional Planner with a minimum of 10 years experience and with a background in project management will also be required to manage the different specialists and coordinate the work being undertaken.

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7.8 The composition of a technical team to be utilised in the execution of the project should consist of Professional Town and Regional planners with relevant skills as part of the project. A thorough understanding of spatial development frameworks (SDFs), Land Use Schemes (LUSs) as part of municipalities' Land Use Management Systems (LUMS), and Geographic Information System (GIS) are needed.

7.9 Other skills are as per the table below:

Table 1: Skills requirement

No.	Key Skill Set	Minimum Qualification
1.	Town/Urban/City and Regional Planning Professional (minimum of 3 suitably registered planners)	BSc or BTech in Town/Urban/City and Regional Planning (Registration with SACPLAN as a Professional Planner — must provide proof of good standing for the current financial year with SACPLAN – this can be obtained from the SACPLAN website, under the Planners profile. This will also serve as your registration certificate)
2.	Professional Geographic Information Practitioner	Registration with SAGC as Professional GIS Practitioner — proof of registration and in good standing for the current financial year with SAGC (Proof of good standing must be a letter from SAGC in the current financial year. Please contact officials from the Department as indicated under section 27 below for an example of the letter.)
3.	Economist	Bachelor of Commerce (B.Com) with proven experience in financial modelling, and Geography/Regional Science/Urban Economics/Development Economics
4.	Infrastructure / Transport Specialist.	B. Eng./ B. Tech In Civil/ Traffic Engineering with specialisation in Infrastructure Planning and Transport planning. (Registration with ECSA as Pr Eng, Pr Tech Eng)
5.	Environmental Specialist.	Hons. B. Sc or Bachelor's degree or B. Tech Environmental Sciences/ Environmental Management.
6.	Sociologist Demographer.	Postgraduate in Social studies or demography-related field.
7.	Graphic Designer.	Diploma in Graphic design or visual communication (design layout and animation)

Please note that the above is a minimum set of skills required. The firm is welcome to add more skills as deemed necessary to undertake the work.

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7.10 Proven experience and a thorough understanding of the following are also required:

- a) Spatial development policy and legislation;
- b) Urban and rural development and land reform;
- c) Previous experience in the development of a spatial development framework either at municipal or provincial levels;
- d) Experience in dealing with multidisciplinary projects;
- e) Strategic capability and understanding of strategic planning processes;
- f) Understanding of the inter-relationship amongst the following: social, economic, land-use, transport and environmental issues;
- g) Stakeholder and Project Management;
- h) Facilitation and negotiation skills; and
- i) Research, analytical writing and communication skills.

7.11 In the case of companies, a company profile must be provided. In the case of a consortium, a letter of commitment from each company / individual is required and must be submitted.

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8. PROJECT PHASES, DURATION AND COST

8.1 The Free State PSDF capital project should be completed within 18 months from the time of the appointment of the consultant. The target dates for each milestone (as well as the associated deliverable) and the percentage of financial compensation for the work done are scheduled in Table 2 below:

TABLE 2: PAYMENT SCHEDULE AND PROJECT PHASES

PHASES	EXPECTED DELIVERABLES	% PAYABLE	TIME FRAMES	SUBMISSION/ OUTPUT
PHASE 1: INCEPTION	<ul style="list-style-type: none"> Define Study Area; Establishment of Committees (Project Technical Committee, Project Steering Committee, Technical Working Groups); Workshop Inception Report in Project Steering Committee; Register, develop and continuously update an interactive website for the PSDF Stakeholder Engagement Plan per phase; Approval of the Final Inception Report by the PSC 	20%	2 Months	INCEPTION REPORT
PHASE 2: POLICY CONTEXT, STATUS QUO, SITUATIONAL ANALYSIS AND DRAFT VISION	<ul style="list-style-type: none"> The NSDF, Free State PGDS and other spatial policies must find expression in the Status Quo and Analyses Report, inclusive of the three pillars for sustainable development; The NSDF, with all its structural elements, must serve as the normative guide of the PSDF to determine its methodology, structural elements and development process. Drafting of Policy Context, Status Quo, Situational Analysis Report with relevant Maps and Draft Spatial Vision Statement; Professional Service Provider (PSP) to present Policy context, Status Quo, Situational Analysis Report, Maps and Draft Vision Statement to Project Committees; 	15%	4 Months	STATUS QUO AND ANALYSES REPORT

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	<ul style="list-style-type: none"> Finalise Policy Context, Status Quo, Situational Analysis Report with Maps and Draft Spatial Vision Statement; and Approval of Policy Context; Status Quo, Situational Analysis and Draft Spatial Vision by the PSC 			
PHASE 3: SPATIAL CHALLENGES, OPPORTUNITIES AND PROPOSALS	<ul style="list-style-type: none"> The NSDF, Free State PGDS and other spatial planning policies must find expression in the Spatial Challenges, Opportunities and Proposals The NSDF, with all its structural elements, must serve as the normative guide of the PSDF to determine its methodology, structural elements and development process. Drafting of Spatial Challenges, Opportunities & Proposals and relevant maps; PSP to present draft Spatial Challenges, Opportunities & Proposals and relevant maps to Project Committees; Finalise draft Spatial Challenges, Opportunities, Proposals and relevant maps; Approval of draft Spatial Challenges, Opportunities, Proposals and relevant maps by the PSC 	10%	4 months	SPATIAL CHALLENGES, OPPORTUNITIES AND PROPOSALS REPORT (including all deliverables)
PHASE 4: IMPLEMENTATION FRAMEWORK	<ul style="list-style-type: none"> Compilation of Implementation Framework Completion of Draft PSDF PSP to present draft PSDF to Project Committees; Finalise draft PSDF; Approval of the draft PSDF the PSC; 	20%	3 Months	DRAFT PSDF (including all deliverables)
PHASE 5: CONSULTATION	<ul style="list-style-type: none"> Notice of the draft PSDF in the Provincial Gazette and the media to invite written representation within 60 days Public Consultation by the PSP as per Stakeholder Engagement Plan 	15%	3 Months	CONSULTATION REPORT WITH CONSULTATION REGISTERS (including all deliverables)

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<p>PHASE 6: APPROVAL OF FINAL PSDF</p>	<ul style="list-style-type: none"> • Incorporation of inputs from Stakeholders into the final draft PSDF • PSP to present final draft PSDF to Project Committees; • Finalise PSDF with Implementation Charter and M&E framework; • Approval of PSDF with Implementation Charter and M&E framework by the PSC • Final PSDF to EXCO/Premier for approval • Notice of approval in the Provincial Gazette and the media • Produce Copies of the PSDF, the PSDF Executive Summary, video, banners, posters • Close-Out Report 	<p>10%</p>	<p>2 Months</p>	<p>Final Provincial SDF (including all Deliverables)</p>
<p>RETENTION</p>		<p>10%</p>	<p>-</p>	
<p>TOTAL</p>		<p>100%</p>	<p>18 months</p>	

9. MANDATORY REQUIREMENTS

NB: Failure to submit/attach proof of the following requirements with the proposal will disqualify the bidder's proposal/ render the proposal non-responsive.

9.1 Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.

9.2 A resolution authorising a particular person to sign the bid documents: The resolution of the board of directors should be on a company letterhead with all directors signing and the nominated person indicated and appending signature on the resolution. Even if the company owner is the sole owner, the resolution should also be attached and signed.

9.3 The Project Leader must be registered with the South African Council for Planners (SACPLAN) and in good standing in terms of the Planning Profession Act, 2002 as

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a Professional Planner with a minimum of 10 years' experience post registration (a certified copy of a valid certificate indicating a member in good standing for a current financial year must be attached).

- 9.4 The GISc practitioner must be registered with SAGC: attach a certified copy of the certificate and a separate letter of good standing for the current financial year from the SAGC.

10. CONTENTS OF THE PROJECT PROPOSAL

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

- 10.1 DALRRD considers skills development as an integral part of the outsourcing process. The process should ensure that skills development/transfer is achieved within the Province. Proposals should indicate how skills development/transfer would be achieved on the provincial and municipal levels.
- 10.2 A skills development/transfer plan for Town Planning Interns within the department (Spatial Planning and Land Use Management Services [SPLUMS] Unit, Free State) and identified candidates from outside the department must be developed. Interns currently employed, as well as identifying candidates employed externally, who are currently registered with SACPLAN as Candidate Town and Regional Planners require a range of experience, that the department may not be able to provide, for them to register as professionals. The PSP is required to develop a plan identifying how interns will be included in the process of the project and during which phases.
- 10.3 Progress on skills transfers to be part of the monthly progress reports.
- 10.4 A profile of each employee/company to work on the project with clear references to similar and related work undertaken in the past with clear evidence where a person member participated in or managed certain projects in the past which bears relevance to the work at hand. Clear indications of actual roles and responsibilities must be presented with verifiable proof.

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- 10.5 General methodology for undertaking work of this nature. The methodology should also indicate the project milestones that will be used to measure the project's progress.
- 10.6 Certified copies of all certificates, references, professional registration and related certification for all proposed team members must be attached.
- 10.7 Evidential and documentary proof of professional qualification, registration and affiliation. For instance, if a team member claims to be a Professional Planner, a copy of the registration with the South African Council for Planners (SACPLAN) is required.
- 10.8 Any other information relevant to the determination of the suitability of the interested bidder for this project should be listed.
- 10.9 The following technical information **must** be submitted with the bid proposal:
- a) Relevant professional experience of the team leader and core supporting experts;
 - b) Organisational, managerial and technical ability;
 - c) Full CV's of all proposed team members;
 - d) Minimum 3 contactable current and previous client references for 3 different clients;
 - e) Associations and Professional Affiliations of companies and individuals;

11. INFORMATION GATHERING

- 11.1 The selected service provider will be expected to contact all the relevant officials and units within all spheres of government and other stakeholders of government or any entity holding information relevant to the project to obtain relevant information that will be required for the project when a need arises.
- 11.2 Existing information, which is available within the DALRRD Branch: Spatial Planning and Land Use Management (SPLUM), will be made available to the appointed service provider during the execution of the project.

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11.3 In the case where a letter to confirm and motivate for requesting information from the different spheres of government or parastatals is required, the Department will provide the requested letter.

11.4 Notwithstanding anything written in these terms of reference, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.

12. CONSULTATION

12.1 To comply with the requirement of SPLUMA on public participation and consultation as depicted in section 12 (2) (a) of the Act, a consultation plan must address the continuous involvement and participation of different spheres of government (and organs of state) during the compilation of the PSDF, to achieve a provincial spatial strategy that is inclusive, consistent and in harmony with other strategies and plans. Public consultations should also be inclusive of private sector stakeholders.

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

12.3 All costs associated with the venues & catering during the consultation process will be covered by the service provider.

12.4 To ensure that all the spatial requirements/needs of all the affected stakeholders are accommodated, a suitable organisation framework needs to be established.

13. FORMAT OF PROPOSAL

13.1 All proposals are to respond to requirements as per the Terms of Reference.

13.2 All proposals should be **clearly indexed** (using tags) and easy to read.

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14. FINANCIAL PENALTIES

14.1 Financial penalties shall be imposed for agreed-upon milestones, targets, and deadlines not met without providing:

- Timely notification of such delays.
- Valid reasons for the delays.
- Supporting evidence that the delays were outside the service provider's influence.

14.2 As indicated in 14.1, penalties in terms of percentages will be deducted from payment as indicated below:

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
Phase 1: Inception	20%	10%	25%	50%	75%	100%
Phase 2: Policy Context, Status Quo, Situational Analysis And Draft Vision	15%	20%	40%	60%	80%	100%
Phase 3: Spatial Challenges, Opportunities and Proposals	10%	20%	40%	60%	80%	100%
Phase 4: Implementation Framework	20%	20%	40%	60%	80%	100%
Phase 5: Consultation	15%	20%	40%	60%	80%	100%
PHASE 6: Approval of Final Provincial SDF	10%	20%	40%	60%	80%	100%
RETENTION	10%					100%
Total	100%					

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- 14.3 Payments will be made only for work performed to the satisfaction of the Project Steering Committee. The Project Steering Committee will need to take a resolution concerning the work undertaken by the service provider. This resolution will then be reflected in the minutes of the meeting. The minutes will be submitted as part of the documentation required in order to process payment.
- 14.4 Financial penalties will be imposed if the outputs produced do not meet the agreed-upon deliverables criteria as stipulated in the General Conditions of the Contract.
- 14.5 Original copies of invoices to substantiate all costs must be provided. Invoices must clearly indicate the number of hours spent on the project, for what purpose those hours were spent and to what extent the objectives were achieved. No copies, faxes or e-mailed invoices from the service provider will be processed.
- 14.6 A pricing schedule must be submitted on a separate sheet from the technical proposal for ease of evaluation. The pricing schedule should include the following:
- The names of the persons nominated to be used on the project;
 - The number of hours allocated to each nominated person for the duration of the project;
 - The hourly tariff applicable to each nominated person;
 - All monetary amounts must be in South African Rand;
 - Disbursements must be indicated separately and inclusive, and VAT must be included.

15. RETENTION

- 15.1 The Department of Agriculture, Land Reform and Rural Development shall retain 10% of the total project cost in the case of late or non-delivery of the FS Provincial Executive Council approved PSDF in terms of Section 15 of SLUMA.
- 15.2 The service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after milestone due dates.

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

16. EXTRA WORK

16.1 Any costs for extra work by the service provider, incurred over and above this bid which, in the sole opinion of the Director: Spatial Planning and Land Use Management Services, Free State, are due to reasons attributable to the service provider during any phase of the project, shall be borne by the service provider.

17. REPORTING AND ACCOUNTABILITY

17.1 During the execution of the project, the professional service provider must submit regular (monthly) progress reports and attend meetings at intervals as determined by the Project Technical Committee and Project Steering Committee.

17.2 All information captured and/or used to generate the outputs of the project remains the property of the department. The department will retain the copyright and all associated intellectual rights thereof. This document, together with all agreements to be reached during the project, becomes part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and the department.

17.3 The project will be signed off by the Director: Spatial Planning and Land Use Management Services, Free State, when:

- All the deliverables (refer to list) have been delivered and *approved* by the Project Steering Committee;
- A formal presentation has been made to the Directorate: Spatial Planning and Land Use Management Services and;
- The Director: Spatial Planning and Land Use Management Services is satisfied that all requirements have been met.

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18. INSTITUTIONAL ARRANGEMENTS

18.1 Free State MEC: COGTA, the Office of the Premier, and with the aid of strategic sectoral partners, is responsible for the overarching administration and implementation of the PSDF.

18.2 It is necessary for the institutional arrangements to be outlined for the compilation, review or amendment of the Provincial SDF. The structures and positions are important as they outline the roles and responsibilities of the individuals involved in the compilation process. In terms of the Provincial SDF, the following structures and positions are important for the PSDF compilation process:

- Office of the MEC for COGTA: Spatial Planning Directorate
- Department of the Premier: Provincial Strategic Planning, Policy and Research Directorate
- Department of Agriculture, Land Reform and Rural Development – Free State Spatial Planning and Land Use Management Services Unit.
- Intergovernmental Steering Committee (IGSC)
- Technical Work Groups (TWG)

18.3 Office of the MEC COGTA Roles and Responsibilities:

- Section 3. (2), the MEC: COGTA is designated by the Premier to execute the powers and functions vested in the Premier by SPLUMA.
- Section 6. (1), the MEC: COGTA must appoint an Intergovernmental Steering Committee (ISC) to compile or review a Provincial Spatial Development Framework for approval by the Provincial Executive Council.
- Section 6. (4)(a), The MEC: COGTA may The MEC may prescribe criteria and procedures for the nomination, appointment and terms of appointment of members of the intergovernmental steering committee and the functioning of the committee
- The Director General of the Province has requested nominations from Departments
- Section 6. (4)(c), The MEC: may prescribe criteria and procedures for intergovernmental and public consultation.

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- Section 6. (6), the MEC: COGTA must publish the Provincial Spatial Development Framework or amendment thereof, as approved by the Executive Council, together with the date of commencement within 30 days from approval in the Provincial Gazette and the media.

18.4 Office of The Premier: Roles and Responsibilities (According to SPLUMA, Section 15. (6)) the Premier must:

- Give notice of the proposed provincial SDF in the *Gazette* and the media;
- Invite the public to submit representatives in respect of the proposed PSDF to the Premier within 60 days after the publication of the notice; and
- Consider all representatives received in respect of the proposed PSDF.

Their roles and responsibilities are the following:

- Organising ISC meetings
- Provide secretariat services for ISC meetings; and
- Organise Public Roadshows at District Municipalities.

18.5 DALRRD Roles and Responsibilities (SPLUMA Section 9 (1) (a)):

- Assist with the Supply Chain Management Process (Draft ToR, Business Case, advertise and appoint a service provider, in collaboration with the Free State Department of COGTA and the Free State Office of the Premier).
- Payment to the Service Provider after each phase of the PSDF once payment is approved by the Project Steering Committee.
- Form part of the Project Technical Committee and Project Steering Committee.

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19. EVALUATION PROCEDURE

19.1 **First Stage- Evaluation on Mandatory requirements** - The evaluation of the mandatory requirements (for example, attachment of specific required documentation) will be evaluated individually by Members of Bid Evaluation Committee.

19.2 **Second Stage- Evaluation on Functionality** - The evaluation of 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 utilised when scoring each criterion ranges from **0 no submission, 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

EVALUATION CRITERIA GUIDE

Scoring Criterion	No submission	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Team leader must be a registered Professional Town Planner in good standing with SACPLAN with project management experience and have a minimum of ten (10) years' post registration experience and expertise in managing and coordinating a multi-disciplinary project in spatial planning and land use management	No proof of experience attached	Attached 5 or less year's proof of experience	Attached 6-9 year's proof of experience	Attached 10 year's proof of experience	Attached 11-15 year's proof of experience	Attached 16 and more year's proof of experience
Team Leader must have usefully managed a minimum of 3 Spatial Development Framework and Precinct plans or Similar projects post promulgation of SPLUMA.	No attachment	Team Leader managed 1 project.	Team Leader managed 2 projects.	Team Leader managed 3 projects.	Team Leader managed 4-5 projects.	Team Leader managed a minimum of 6 or more projects.

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Scoring Criterion	No submission	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
A minimum of 3 Town Planners (apart from the team leader) registered as professionals in good standing with SACPLAN with a minimum of 5 years post-registration experience in Spatial Planning and land use management.	No attachment or not a registered Professional Town Planner registered with SACPLAN	Attached 3 Town Planners with 3 or less years of experience each	Attached 3 Town Planners with 4 years of experience each	Attached 3 Town Planners with 5 years of experience each	Attached 3 Town Planners with 6 - 7 years of experience each	Attached 3 Town Planners with more than 07 years of experience each
Professional Geographic Information Scientist Practitioner registered with SAGC and with 5 years post registration experience in mapping and analysis	No attachment or not a registered Professional Geographic Information Scientist Practitioner registered with SAGC	Attached a Professional Geographic Information Scientist Practitioner registered with SAGC and with 3 or less years post registration experience in mapping and analysis	Attached a Professional Geographic Information Scientist Practitioner registered with SAGC and with 4 years post registration experience in mapping and analysis	Attached a Professional Geographic Information Scientist Practitioner registered with SAGC and with 5 years post registration experience in mapping and analysis	Attached a Professional Geographic Information Scientist Practitioner registered with SAGC and with 6-7 years post registration experience in mapping and analysis	Attached a Professional Geographic Information Scientist Practitioner registered with SAGC and with 8 or more years post registration experience in mapping and analysis
Methodology	Panel members will be using their own discretion to allocate points based on the information provided by bidders. The more information provided in line with what is required, the higher the points.					

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1. Capability: Firm's experience, track record and competency	Team Leader must be a registered Professional Town Planner with project management experience and have a minimum of ten (10) years' post registration experience and expertise in managing and coordinating a multi-disciplinary projects in spatial planning and land use management : Attach certified copy of a certificate and attach proof that it's in good standing and CV's clearly indicating a detailed profile of similar previous work experience, contactable references of similar work undertaken- List names, addresses, telephone numbers, fax numbers and e-mail.	20

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
	<p>Team Leader must have usefully managed a minimum of 3 Spatial Development Frameworks and Precinct Plans or Similar projects post promulgation of SPLUMA. Attach a short profile clearly demonstrating the successful Completion of previous projects on spatial development frameworks (e.g. SDFs, Precinct Plans, Area based plans, etc...); contactable References: List names, addresses, telephone numbers, fax numbers and e-mail.</p>	20	40
<p>2. Composition of Technical Team</p>	<p>Composition of the technical team to be utilised in the execution of the project consist of the following professions:</p> <p>Attach certified copies of SACPLAN certificate of registration and good standing, a minimum of 5 years' each of post qualification experience and CV's clearly indicating a detailed profile of their previous work experience, Contactable References of similar work undertaken- List names, addresses, telephone numbers, fax numbers and E-mail numbers, fax numbers and e-mail.</p> <p>SAGC certificate, letter of good standing with SAGC and CV's clearly indicating a detailed profile of their previous work experience, Contactable References of similar work undertaken- List names, addresses, telephone numbers, fax numbers and E-mail numbers, fax numbers and e-mail.</p>		
<p>3. Methodology</p>	<p>Clear approach and methodology of how the project deliverables will be executed (Phases)</p> <p>A project plan demonstrating a coordinated approach of how various project deliverables will be managed against timeframes.</p> <p>Approach to the development of stakeholder engagements, capacity building and skills transfer</p>	<p>15</p> <p>10</p> <p>10</p>	<p>25</p> <p>35</p>

The Bids that fail to achieve 60 points for functionality will be disqualified.

19.3 Third Stage-Evaluation

Preference Points System

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

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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: Who is youth	2		
V. Specific goal: Locality (promotion of enterprises located in a specific province : Free Stae and Nothern Cape)	3		

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Calculating of points for Ownership equity level of contribution (20 points)

20. TERMS AND CONDITIONS OF THE BID

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

20.2 The DALRRD and successful Service Provider(s) will sign a Service Level Agreement upon appointment. Such a Service Level Agreement will include the following:

- a) Period of agreement;
- b) Project objectives and scope;
- c) Staffing;
- d) Project plan and project plan management;
- e) Budget;
- f) Cost and fee payment;
- g) Method of communication;
- h) Reporting relationship;
- i) Deliverables and terms of deliverables;
- j) Form and formats of working papers;
- k) Reviews;
- l) Uncompleted work;
- m) Confidentiality;
- n) Disputes; and
- o) Financial penalties and termination of contract.

20.3 The service provider should submit an acceptance letter and be available to commence the project within five (5) days after receiving the official order and the service level agreement signed.

20.4 During the execution of the project, the service provider is required to give reports on the progress of the project. The service provider's responsibility is to provide a dedicated Project Manager who will organise the progress report meetings and have

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one of their representatives assigned to take minutes and circulate them to the steering committee members.

- 20.5 Project team members must be available for the duration of the project, the service provider is not allowed to change the composition without prior consent of the DALRRD.
- 20.6 Any deviation from the project plan should be put in writing and signed by the project manager of DALRRD.
- 20.7 Once accepted by both parties, any suggestions during the progress meetings shall form part of the contract.
- 20.8 Payments will be on a work-completed basis i.e. on set milestones as per the project plan.
- 20.9 Payment will ONLY be made as per deliverables and upon SATISFACTION of services rendered or good and quality products delivered. Therefore, original invoices submitted for payments must be submitted for payment with relevant supporting documents. No copies or e-mailed invoices will be processed.
- 20.10 Financial penalties will be imposed if the outputs produced do not meet the agreed-upon deliverable criteria as stipulated in the General Conditions of the Contract.
- 20.11 Original invoices to substantiate all costs must be provided. The invoices should include the Department of Rural Development and Land Reform order number that will be provided to the selected service provider upon acceptance of the proposal.
- 20.12 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 is completed and submitted to DALRRD.

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20.13 The department reserves the right not to appoint anyone.

20.14 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 were duly authorised to do so in writing by the DALRRD.

20.15 Copyright in respect of all documents and data prepared or developed for the project by the Service Provider shall be vested in DALRRD.

20.16 The successful Service Provider agrees to keep confidential all records and information related to the project and not disclose such records or information to any third party without the prior written consent of DALRRD.

20.17 The service provider will forward monthly reports (per phase) to the Free State office of the DALRRD – Spatial Planning and Land Use Management Services (SPLUMS) situated in Bloemfontein. The service provider will be required to report via a written and electronic reports.

21. PROJECT MANAGEMENT WITHIN DALRRD

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

22. OUTCLAUSE

22.1 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.

22.2 The department reserves the right to terminate the contract if there is clear evidence of non-performance.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP A PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FOR THE FREE STATE PROVINCE.

23. PUBLICATION

- 23.1 E-tender/National Treasury Portal
- 23.2 DALRRD Website

24. ADVERT TENDER PERIOD

- 21 calendar days

25. BRIEFING SESSION

- No briefing session.

26. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

**OFFICE OF THE DIRECTOR: SPATIAL PLANNING AND LAND USE
MANAGEMENT SERVICES, FREE STATE
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL
DEVELOPMENT
OMNI CENTRUM, GROUND FLOOR,
73 ALI WAL STREET,
BLOEMFONTEIN**

Attention: **Danie Schoeman**

Telephone: 051410 5800, Cell: 0828562741.

Email: danie.schoeman@dalrrd.gov.za

Bid related (Supply Chain) enquiries Enquiries:

Mrs. Palesa Nhlapo/Mr. Calvin Mampa

Tel: 0514004200/ 0716000627/ 0734336144

Email: palesaN@dalrrd.gov.za

Email: calvin.mampa@dalrrd.gov.za

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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 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 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 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.