

**5/2/1 (018) 2024/2025**

**THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A FRAMEWORK FOR INTERGOVERNMENTAL SUPPORT AND COORDINATION AGAINST CHAPTER 3 OF THE SPLUMA AND OTHER RELEVANT LEGISLATION WITHIN A PERIOD OF 9 MONTHS.**

**CLOSING DATE: 23 July 2024 @ 11:00**

**TECHNICAL ENQUIRIES** : Ms. Sheena Satikge-Sibisi  
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EMAIL: [ssibisi@dalrrd.gov.za](mailto:ssibisi@dalrrd.gov.za)

**BID RELATED ENQUIRIES** : Ms Edith Matjila/ Ms. Sando Nkwana  
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## LA 1.1



### agriculture, land reform & rural development

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

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

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

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**RFQ NO:** 5/2/1 (018) 2024/2025  
**CLOSING TIME:** 11H00

**CLOSING DATE:** 23 July 2024

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

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

Yours faithfully

**SIGNED**  
**QUOTATION MANAGEMENT**  
**DATE: 08 July 2024**

**MAP TO QUOTATION BOX (B BOX)**

**RFQ NO: 5/2/1 (018) 2024/2025 CLOSING DATE: 23 JULY 2024 @ 11:00**

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

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

**SUBMIT ALL QUOTATIONS ON THE OFFICIAL FORMS – DO NOT RETYPE.**

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

**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT  
Acquisition Management  
(QUOTATION)  
600 LILLIAN NGOYI, BEREA PARK  
PRETORIA,  
CENTRAL**

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

**BIDDERS SHOULD ENSURE THAT PROPOSALS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS**

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**SUBMIT YOUR BID IN A SEALED ENVELOPE**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

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

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT)</b>						
BID NUMBER:	5/2/1 (018) 2024/2025		CLOSING DATE:	23 July 2024	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A FRAMEWORK FOR INTERGOVERNMENTAL SUPPORT AND COORDINATION AGAINST CHAPTER 3 OF THE SPLUMA AND OTHER RELEVANT LEGISLATION WITHIN A PERIOD OF 9 MONTHS					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED TO:</b>						
<b>DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT 600 LILLIAN NGOYI, BEREA PARK, PRETORIA CENTRAL</b>						
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Ms. Sando Nkwana / Ms. Edith Matjila		CONTACT PERSON	Ms. Sheena Satikge-Sibisi		
TELEPHONE NUMBER	(012) 312 8396/8363		TELEPHONE NUMBER	071 472 2924		
FACSIMILE NUMBER			FACSIMILE NUMBER			
E-MAIL ADDRESS	<a href="mailto:Edith.Matjila@dalrrd.gov.za">Edith.Matjila@dalrrd.gov.za/</a> <a href="mailto:SandoN@Dalrrd.gov.za">SandoN@Dalrrd.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:ssibisi@dalrrd.gov.za">ssibisi@dalrrd.gov.za</a>		
<b>SUPPLIER INFORMATION</b>						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
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		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>						
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>						

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

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

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

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

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

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

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

.....  
Signature Date

.....  
Position Name of bidder

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

**PRICE QUOTATION PROCESS (UP TO R 1 MILLION)**

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

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

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

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

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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



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

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:

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

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	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A FRAMEWORK FOR INTERGOVERNMENTAL SUPPORT AND COORDINATION AGAINST CHAPTER 3 OF THE SPLUMA AND OTHER RELEVANT LEGISLATION WITHIN A PERIOD OF 9 MONTHS.**

**1. PURPOSE**

- 1.1. The National Department of Agriculture, Land Reform and Rural Development (DALRRD) requires the professional services of a Service Provider(s) to Develop a Framework for Intergovernmental Support and Coordination Against Chapter 3 of the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) (SPLUMA) and Other Relevant Legislation Within a Period of 9 Months.

**2. BACKGROUND**

- 2.1. The Branch: Spatial Planning and Land Use Management is responsible for implementing the SPLUMA, amongst others.
- 2.2. The DALRRD has been tasked with the administrative responsibility towards the implementation of the SPLUMA and to provide support to provincial and municipal planning. In terms of Section 9 of the SPLUMA, the Minister for Agriculture, Land Reform and Rural Development has the responsibility to provide support and assistance in the performance of its spatial planning and land use management functions and related obligations to any province and municipality, as well as monitoring the capacity of provinces and municipalities to implement SPLUMA.
- 2.3. The Local Government Municipal Systems Act, 2000 and Local Government Municipal Structures Act, 1998 read with the Constitution of South Africa, 1996 grant autonomy to local government in the execution of its legislative, executive and administrative powers. The SPLUMA states clearly that municipal planning is the responsibility of local government. The SPLUMA introduced new responsibilities for each sphere of government to execute and to ensure effective, efficient and sustainable spatial planning and land use management.
- 2.4. To ensure institutional coordination and the effective implementation of the Act, DALRRD formed the National SPLUM Forum which comprises of a variety of key stakeholders ranging from national, provincial and local government, representatives from tertiary education institutions, private sector as well as officials from relevant organs of state. This Forum has been in operation since 2013 and has widely been acknowledged for the pivotal role it has played in the implementation of the SPLUMA.

- 2.5. In terms of chapter 3 the SPLUMA, the DALRRD, Branch SPLUM is required to provide support and assistance in the performance of its functions to provinces and municipalities. The Branch SPLUM is also required to monitor compliance, progress, quality, cooperative governance and capacity of other spheres on government and the following activities are performed in this regard:
- 2.5.1. Policy Development (Regulations, Provincial legislation, Bylaws and rationalisation of other related planning legislation)
- a) Tools (guidelines and frameworks);
  - b) Systems development (monitoring and knowledge sharing);
  - c) Training and capacity building;
  - d) Prescribe procedures to resolve and prevent conflicts and inconsistencies relating to land use of any other organ of state;
  - e) Establishment of IGR structures to support and strengthen the capacity of provinces and municipalities to implement and effective spatial planning and land use management system.
- 2.6 In order to continue improving the processes of supporting and coordinating stakeholders in the implementation of the SPLUMA, the Branch has made a determination that there is a need for a formalised framework for intergovernmental support and coordination that is unique for the spatial planning and land use management industry. This framework needs to also be cognisant and analytical of other sector departments and spheres of governments existing tools, fora, structures and systems in place to monitor and give effect to the implementation of the SPLUMA.
- 2.7 Historically the branch has performed the support, coordination and monitoring functions through technical Fora at National and Provincial levels and oversight over municipal functions. Through those the branch has attained a high level of success in ensuring the existence of functional technical structures for accelerated implementation of the SPLUMA .
- 2.8 The National SPLUM Forum has managed based on a terms of reference and support structures. The following are the key objectives as defined in the terms of reference:
- a. To streamline activities for spatial planning;
  - b. Coordinate and secure mutually supporting actions amongst all members to fast-track the implementation of the SPLUMA and other delivery on the outputs and activities related to the outcome;
  - c. Equip and capacitate other government Departments with the necessary information and relevant skills to discharge their mandates in accordance with the SPLUMA;
  - d. To ensure, transparency, coordination and sharing of information and ideas pertaining to spatial planning and land use management related programmes and projects taking place within various national, provincial and municipal government departments so as to forge synergy in this regard;
  - e. Ongoing monitoring of, and reporting on, implementation of the SPLUMA and other delivery agreements;
  - f. Identify bottlenecks and lessons and identify the need for review of existing policies or the development of new policies in line with the SPLUMA;

- g. Identify and resolve emerging bottlenecks which impact on the implementation of the SPLUMA and which hamper effective service delivery;
  - h. Where needed, identify special working groups or specialized projects, to address specific bottlenecks (or emerging opportunities) to support the SPLUMA implementation;
  - i. Manage risks related to the SPLUMA function;
  - j. Refer issues of a crosscutting nature including legislation and high-level policy issues to the (relevant) cluster;
  - k. Submit quarterly progress reports to the relevant structures;
  - l. Refer issues requiring resolution to relevant structures;
  - m. Decide on communication more widely with the sector to facilitate the SPLUMA implementation, wider support and buy-in.
- 2.9 Through the National SPLUM Forum, working groups were previously facilitated to manage small chunks of the technical work and this was done to achieve specific objectives. The following working groups were formed and achieved set objectives:
- Working Group 1: Policy / Legal
  - Working Group 2: Guidelines and Tools
  - Working Group 3: Institutional Coordination
  - Working Group 4: Capacity Building
- 2.10 According to the 2017 Comprehensive Assessment of the Implementation of SPLUMA and the Development of a Long Term Implementation Strategy for Spatial Planning And Land Use Management it was highlighted that it remains essential that the National and Provincial Forums continue to operate efficiently and that reinforcement of the Forums is required.
- 2.11 Furthermore, the current project aims to define and to develop additional and improved mechanisms for effective cooperative governance of spatial planning including processes for systematic oversight and strengthening the capacity of provinces and municipalities as required in Chapter 3 of SPLUMA .

### **3. DISCUSSION**

- 3.1. The Branch would like to further institutionalise and revisit the operations of the Forums through a set of tools which will be used as mechanism to facilitate the Forums. It is important to determine a more comprehensive framework for intergovernmental support and coordination which will provide insight into government-wide spatial planning system, identify the key role players and their roles as well as the best mechanisms and tools for coordination of the entire SPLUMA sector.
- 3.2. The Branch has determined that for the last 9 (nine) years that SPLUMA was focused on compliance aspects of the SPLUMA, the focus of the Fora has been gradually changing based on the phase of implementation from initiation & readiness to compliance; and to outcomes and impact. This has necessitated a need to relook at the functioning and focus of the Forums and a need for a broader framework which would provide necessary toolset to ensure meaningful and

outcome-based approach to support and coordination of the SPLUMA related work.

- 3.3. A demonstrable alignment and integration of spatial plans across of all organs of state is still pending, and this is the work that should be done in addition to the dialogues and interaction between key role players within the SPLUMA sector. There is a concern that spatial planning and land use management remains fragmented institutionally and this is something that needs to be resolved.
- 3.4. The Branch has previously initiated a proposal for the operationalisation of a political MinMEC and MinTECH (Political oversight structures) for the land administration function which will be responsible for political oversight and championing on land administration and spatial integration functions linked to the SPLUMA.
- 3.5. The current project is necessitated by the need to define specific terms and tools for broader spatial planning function of government with a key focus on effective implementation of the SPLUMA as well as the required mechanism for government-wide coordination and support. This will improve the functioning of the SPLUMA Forums and provide clearer institutional arrangements for political championing and oversight.
- 3.6. With the purpose of the project being to Develop a Framework for Intergovernmental Support and Coordination against Chapter 3 of the SPLUMA and other relevant legislation. The objectives of the project are to:
  - (a) Provide support and assistance in the performance of the SPLUMA and other spatial planning and land use management industry related functions to provinces and municipalities. Develop an IGR support strategy towards the implementation of the SPLUMA.
  - (b) As part of the framework, assess existing and develop a coordinated in integrated framework and system to periodically monitor compliance, progress, quality and capacity of spheres of government on the implementation of the SPLUMA.
  - (c) Streamline plans, programmes and activities for spatial planning and land use management coordination of stakeholders on the implementation of the SPLUMA.
  - (d) Provide a SPLUMA implementation industry related framework for intergovernmental support and the function of co-operative governance of the three spheres of government specific to the spatial planning and land use management sector.
  - (e) Strengthen the effectiveness of the National and Provincial Forums a towards monitoring the implementation of the SPLUMA.
  - (f) Assess effectiveness and analysis of all SPLUMA related forums and structures and develop a framework and tools for enhanced intergovernmental support, alignment, and coordination. To streamline activities for spatial planning.

3.7. The following table highlights the key legislative instruments within which the framework must be developed:

**TABLE 1: RELEVANT LEGISLATIVE INSTRUMENTS**

POLICIES / PLANS	PURPOSE
<p><b>The Constitution of RSA, 1996</b></p>	<ul style="list-style-type: none"> <li>• Section 40 (1) Provides for three spheres of government viz. National, provincial and local which are distinct, interrelated and interdependent</li> <li>• Section 41 (h) requires that all three spheres of government cooperates with one another in mutual trust and in good faith by: Assisting and supporting one another; Co-ordinating their actions and legislation with one another and adhering to agreed procedures</li> </ul>
<p><b>Intergovernmental Relations Framework Act, 2005</b></p>	<ul style="list-style-type: none"> <li>• To provide within the principle of co-operative government set out in Chapter 3 of the Constitution a framework for the national government, provincial governments, to facilitate co-ordination in the implementation of policy and legislation</li> <li>• Inter-governmental relations and cooperative governance, inter - governmental practices and IGR forums: Provides for the creation of structures and forums at different levels and sets out mechanisms &amp; procedures to facilitate coordination and integration between spheres and sectors of government</li> </ul>
<p><b>Framework for Managing Joint Programmes</b></p>	<ul style="list-style-type: none"> <li>• The Framework extends the principles of participation and co-ordination between organs of state in the different spheres of government, in terms of the IGR Act, to also include integration, participation and co-ordination of joint programmes within a particular sphere of government. The Framework defines joint programmes as "Those programmes that transcend the conventional organisational boundaries in planning, budgeting and implementation resulting in a number of departments/agencies/ministries responsible for one aspect of the programmed, although none is responsible for it in its entirety".</li> <li>• The Cabinet approved that the Framework be incorporated into the regulations and guidelines that may be issued in terms of Chapter 5 of the IGR Act. The Framework labels joint programmes as having the following characteristics:</li> </ul>

POLICIES / PLANS	PURPOSE
	<ul style="list-style-type: none"> <li>• Programmes that require a cross-departmental involvement in the planning, budgeting and delivery of services.</li> <li>• A number of departments are often responsible for a specific aspect of the programme, but none is responsible for it in its entirety.</li> <li>• Programmes that require integration rather than mere coordination</li> </ul>
<b>Spatial Planning and Land Use Management Act [SPLUMA], 2013</b>	<ul style="list-style-type: none"> <li>• Provide for cooperative government and intergovernmental relations amongst the national, provincial and local spheres of government</li> <li>• S 9(2) The national government must, in accordance with this Act and the Intergovernmental Relations Framework Act, develop mechanisms to support and strengthen the capacity of provinces and municipalities to adopt and implement an effective spatial planning and land use management system.</li> <li>• S 14 (d) enhance spatial coordination of land development and land use management activities at national level in relation to the National Spatial Development Framework.</li> </ul>

#### 4 PROJECT DELIVERABLES

4.1 All project deliverables in complete satisfaction of this Terms of Reference are to be submitted to the Department in reproducible electronic format/s (to be specified on appointment) as well as in printed format (number of copies to be specified on appointment). The project deliverables, in all prescribed formats, will become and remain the property of the Department of Agriculture, Land Reform and Rural Development.

#### 4.2 The appointed service provider must deliver reports on the following:

4.2.1 Project Initiation Report, which will include the project plan, work plan, budgets, deliverables, and a schedule outlining when each part of the work will be completed. This report should include a Consultation and Stakeholder Engagement plan

4.2.2 An analysis report on intergovernmental relations structures and processes. This report will identify all the stakeholders within the SPLUMA sector.

- 4.2.3 Research and Review Report which includes but is not limited to the compilation of the compendium of spatial planning and land use management system and plans performed by various organs of state in the country.
- a) An analysis of the functionality of the National and Provincial SPLUM forums and other Forums which play a role in the implementation of the SPLUMA.
  - b) An analysis of other existing forums in the spatial planning and land use management sector and identify duplication or synergy.
  - c) An analysis of the existing political oversight structures and determine modality for political championing and oversight.
- 4.2.5 Draft Framework for Intergovernmental Support and Coordination which covers and is not limited to provide:
- a) A framework and tools for intergovernmental support, alignment, and coordination between all organs of state and other stakeholders.
  - b) The roles and responsibilities, institutional arrangements, working structures (e.g oversight board and working groups), ToRs and areas of focus (e.g agenda) for the foreseeable future.
  - c) Identification and development of required tools and systems to strengthen support and coordination.
  - d) Scoping of possible partnership (locally, regionally and globally) and public-private arrangements to enhance operational efficiencies, the service delivery within the Branch SPLUM and improve intergovernmental coordination, cooperative governance and support.
- 4.2.6 Consultation Report, stating stakeholder engagements and consultation undertaken and comments received.
- 4.2.7 Final Framework for Intergovernmental Support and Coordination Against Chapter 3 of the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) (SPLUMA) and Other Relevant Legislation

## 5 PROJECT PHASES

5.1 The project will occur in the following phases:

**TABLE 2: Project Phases**

PROJECT PHASE	
<b>Phase 0: Inception Report</b>	<ul style="list-style-type: none"> <li>• Setting the scene: first meeting with the client.</li> <li>• Detailed project programme.</li> <li>• Project deliverables, timeframes and budgets.</li> <li>• Consultation, Communication and Stakeholder plan.</li> </ul>
<b>Phase1:</b> Review and Research report	<ul style="list-style-type: none"> <li>• Relevant policy and legislation must be scanned Environmental scan of spatial planning functions performed by various organs of state. Assess alignment of spatial planning functions across different organs of state.</li> <li>• Review of existing Technical and Political IGR structures.</li> <li>• Assessment of mechanisms and protocols to establish political structures with key focus areas.</li> </ul>
<b>Phase 2:</b> Draft framework for intergovernmental support and coordination	<ul style="list-style-type: none"> <li>• Draft document completed.</li> <li>- Develop a compendium of spatial planning systems and plans across all organs of state.</li> <li>- A review of existing technical and political IGR and cooperative governance structures, tools, systems and their objectives</li> <li>- Mechanism for improved IGR to resolve the fragmentation of the spatial planning function and to strengthen the function nationally and with all spheres of government.</li> </ul>

<b>Phase 3: Consultation</b>	<ul style="list-style-type: none"> <li>Engage in consultation with officials internally (Including SPLUM Provincial Offices) and with relevant organs of state</li> <li>This process will allow for discussion and communication of the needs, concerns and questions from relevant stakeholders;</li> <li>Consultation and Stakeholder Engagement Report.</li> </ul>
<b>Phase 4: Final Document</b>	<ul style="list-style-type: none"> <li>Final document will be submitted with all the comments and amendments effected.</li> </ul>
<b>Phase 5: Finalisation &amp; Approval</b>	<ul style="list-style-type: none"> <li>Approval and sign off the project by the steering committee.</li> </ul>

## 6 PROJECT TIME FRAME AND COST

- 6.1 It is expected that the project be completed in a period of 9 months effective from the date of appointment. The target dates for each milestone (as well as the associated deliverable).
- 6.2 Due to the urgency of the project it is critical that timeframes are strictly adhered to. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

**TABLE 3: PROJECT COST AND TIME FRAMES**

<b>PROJECT PHASE</b>	<b>AMOUNT PAYABLE</b>	<b>SUBMISSION/OUTPUT</b>	<b>TIME FRAMES</b>
<b>Phase 0:</b> Inception report, setting the scene: first meeting with client, Detailed project programme, Project deliverable, timeframes, budgets and consultation plan	5%	INCEPTION REPORT	1 Month
<b>Phase1:</b> Research, review and desktop study analysis	20%	RESEARCH & REVIEW REPORT	1 Month

<b>Phase 2:</b> Draft framework for intergovernmental support, alignment, cooperative governance and coordination	20%	DRAFT REPORT	2 months
<b>Phase 3:</b> Consultation	20%	CONSULTATION REPORT	2 months
<b>Phase 4:</b> Final Document	20%	AMENDED REPORT	2 months
<b>Phase 5:</b> Finalisation & Approval	10%	FINAL REPORT	1 month
Retention	5%		

- 6.3 An amount for the final draft is payable upon ratification by the Department.
- 6.4 5% retention will be paid once final project documentation has been approved by all stakeholders.
- 6.5 Monthly reports (per phase) will be forwarded by the service provider to the designated Project Manager. The service provider will be required to report via a written and electronic report.

## 7 CONTENTS OF THE PROJECT PROPOSAL

- 7.1 A clear and concise project proposal covering the aspect listed below is required:
- a) An executive summary.
  - b) A project plan.
  - c) The proposed methodology should indicate the project milestones that will be used to measure the project progress.
  - d) The approach should be cost saving yet achieve the highest value for money.
  - e) The names and CV's containing detailed information on relevant experiences of all the persons who will be **directly** contributing to the project, and their roles thereof.
  - f) Evidential and documentary proof of professional qualification, registration and affiliation. For instance, if a team member claims to be a Town Planner, a valid copy of the registration with the South African Council for Planners (SACPLAN)
  - g) The following technical information must be submitted with the Bid proposal:

- i. Years of experience of each resource;
- ii. Relevant professional experience during the last five years;
- iii. Organisational, managerial and technical ability;
- iv. Key Personnel and Resources;
- v. Technical backup;
- vi. Full CV's of all members of the Team
- vii. Client References; and
- viii. Associations and Professional Affiliations.

## **8 PROJECT MANAGEMENT WITHIN DALRRD**

- 8.1 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.
- 8.2 The Service Provider and all team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties.
- 8.3 The selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the Department of Agriculture, Land Reform and Rural Development.
- 8.4 Staffing requirements identified at the onset of the project shall remain unchanged for the duration of the project unless prior written consent has been granted by the DALRRD.

## **9 RELEVANT SKILLS AND EXPERIENCE**

- 17.1 Project leader must hold a relevant tertiary relevant qualification NQF 7 in Town/City/Urban/Regional Planning and must be registered with SACPLAN as a Professional Planner in terms of the Planning Profession Act, 2002 (a copy of certificate of good standing is required). The project leader must have a minimum of 8 years' experience post registration experience.

- 17.1 Two (2) additional Town Planners that must hold tertiary qualifications NQF 7 relevant qualification in Town/City/Urban/Regional Planning and must be registered with SACPLAN as Professional Planners in terms of the Planning Profession Act, 2002 (a copy of certificate of good standing is required). a minimum of 6 years' experience post registration experience.
- 17.1 Team member must have a (NQF L7) qualification in Public Administration/ Public Relations with 5 years post qualification experience.
- 17.1 Skills and abilities required in the team to execute the project include the following:
- a) Town and Regional / Development Planning;
  - b) Thorough understanding of the Intergovernmental Relations Act and coordination of government programmes.
  - c) Project Management;
  - d) Facilitation; Research, analytical, writing and communication skills;
  - e) Ability to think strategically; and
  - f) Strategic planning.
- 17.1 The following is a list of a selection criterion for the service provider:
- a) Technical competence in the field of town and regional planning
  - b) Technical competence in intergovernmental relations;
  - c) Stakeholder engagement competency and experience;
  - d) Knowledge of planning related legislation
  - e) Availability of technical and material support to undertake this project
  - f) Calibre of company.
  - g) Appropriate portfolios and project team competencies.
  - h) Quality of presentation of the proposal:
    - i. Methodology or approach;
    - ii. Understanding of project purpose
    - iii. Outline of expected outputs;
    - iv. Indicators and means of verifying progress.
  - i) Understanding of relevant agriculture, rural development and reform policy and legislation space.

- 17.1 It is recommended that the Service provider submit a list of people who will directly be involved in the project indicating names, qualifications and their experience-organogram. This should clearly indicate what roles each team member will play in the execution of the scope of work.

## 10 MANDATORY REQUIREMENTS

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

- 10.1 The project leader must be registered with the statutory body (SACPLAN) as a Professional Planner (attach a valid copy of certificate indicating validity period or attach a letter of good standing **certificate must be valid on or before the closing date of the quotation.**
- 10.2 The team leader must have a minimum NQF level 7 formal qualification in Town/City/Urban/Regional Planning. **Attach certified copy of qualification.**
- 10.3 Fully completed pricing schedule (SBD 3.3). A fully completed pricing schedule on the prescribed template must be submitted (i.e. SBD 3 – pricing schedule). **(NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED SBD3.3)**

## 11 FINANCIAL PENALTIES

- 17.1 Financial penalties shall be imposed agreed upon milestones, targets, and deadline not met without providing:
- 17.1
- a) Timely notification of such delays.
  - b) Valid reasons for the delays.
  - c) Supporting evidence that the delays were outside of the influence of the service provider.
- 17.1 Payments will be made only for work performed to the satisfaction of the DALRRD. Financial penalties will be imposed if the output produced does not meet the agreed-upon deliverables criteria as stipulated in the General Conditions of Contract.
- 17.1 Original invoices to substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service

provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project and for what purpose those hours were spent, and to what extent the objectives were achieved. No copies or e-mailed invoices will be processed.

## 12 UNDUE DELAY REMEDIES

**TABLE 4: Undue Delays**

<b>Milestone</b>	<b>% Payable</b>	<b>5 Days Overdue</b>	<b>10 Days Overdue</b>	<b>15 Days Overdue</b>	<b>30 Days Overdue</b>	<b>More than 30 days overdue</b>
<b>Phase 0: Inception</b>	5%	2.5%	10%	20%	30%	100%
<b>Phase 1: Phase1: Research, review and desktop study analysis</b>	20%	10%	25%	50%	75%	100%
<b>Phase 2: Draft Report</b>	20%	20%	40%	60%	80%	100%
<b>Phase 3: Consultation</b>	20%	20%	40%	60%	80%	100%
<b>Phase 4: Final Document</b>	20%	30%	60%	75%	85%	100%
<b>Phase 5: Finalisation &amp; Approval</b>	10%	30%	40%	60%	80%	100%
<b>Retention</b>	5%					
<b>Total</b>	100%					

## 13 RETENTION

- 13.1 The Department of Agriculture, Land Reform and Rural Development shall retain 5% of the total project cost in the case of late delivery of the commissioned work

- 13.2 The service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after milestone due date.
- 13.3 The service provider may apply to the Department for an extension on the delivery date on any milestone – provided that the service provider gives the valid reason(s) to the sole satisfaction of the Department.

#### **14 EXTRA WORK**

- 14.1 Any costs for extra work by the service provider, incurred over and above this bid which, in the sole opinion of the Chief Director: Integrated Spatial Planning are due to reasons attributable to the service provider during any phase of the project shall be borne by the service provider.

#### **15 HUMAN RESOURCES FOR THE PROJECT**

- 15.1 The service provider is expected to provide information on available human resource capacity that will be directly involved per project, including but not limited to: full CV, indicating relevant qualifications and experience as required by this Terms of Reference; full contact details (office, fax and cell-phone, and e-mail)
- 15.2 Where a firm or a person is found suitable to be contracted for the development of more than one planning project and they run concurrently, the Department is entitled to request and require additional guarantees that the firm resources to be deployed to these projects are sufficient in terms of handling the multiple projects.
- 15.3 All team members that will be directly involved in the project may, at the sole discretion of the Chief Director: Integrated Spatial Planning, be expected to attend all progress report meetings as scheduled. Due to the urgency of the project, time is of essence to this process, and all work shall be submitted when due. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

## **16 REPORTING AND ACCOUNTABILITY**

- 16.1 During the execution of the project, the service provider must submit regular monthly progress reports and attend meetings at intervals as determined by the project team managing the service provider.
- 16.2 All electronic and hard copy information captured/utilised to provide the output of the project remains the property of DALRRD. This data should be surrendered to the department at the end of the project, and it cannot be used or shared, whether for profit or otherwise, with any other party, without written permission from DALRRD. DALRRD will retain copyright and all associated intellectual rights relating to the project.
- 16.3 The project will be signed off by the Chief Director: Integrated Spatial Planning when:
  - a) All the end products (refer to list) have been delivered, and
  - b) The Chief Director: Integrated Spatial Planning is satisfied that all requirements have been met.

## **17 EVALUATION CRITERIA**

This bid shall be evaluated in three stages, On the first stage, bids will be evaluated on functionality, the second stage on presentations; and third stage which is Evaluation in terms of Points awarded for specific goals.

### **17.1 FIRST STAGE -EVALUATION OF FUNCTIONALITY**

Functionality will be evaluated by independent Members of the Bid Evaluation Committee in accordance with the functionality criteria and values illustrated below. The applicable values that will be utilized when scoring each criterion ranges from **1 being Poor, 2 being Average, 3 being Good, 4 being Very Good and 5 being Excellent.**

**TABLE 4: Evaluation Criteria**

<b>CRITERIA</b>	<b>GUIDELINES FOR CRITERIA APPLICATION</b>	<b>WEIGHT</b>
<p><b>1. Capability:</b> Team composition and competency</p>	<p>Project team leader must have a minimum of 8 years' post qualification experience in Spatial Planning and Land use management/ Intergovernmental Relation (<b>Attach a detailed CV clearly indicating a detailed profile of previous work experience.</b>)</p> <ul style="list-style-type: none"> <li>- CV attached with less than 7 years' experience in executing similar projects –<b>Poor = 1</b></li> <li>- CV attached with more than 7 but less than 8 years' post qualification experience in executing similar projects – <b>Average = 2</b></li> <li>- CV attached with 8 years' post qualification experience in executing similar projects –<b>Good = 3</b></li> <li>- CV attached with more than 8 years to less than 10 years' post qualification experience in executing similar projects - <b>Very good= 4</b></li> <li>- CV attached with more than 10 years' post qualification experience in executing similar projects – <b>Excellent = 5</b></li> </ul>	<p><b>25</b></p>
	<p>Composition of the technical team to be utilized in the execution of the project consist of the below professions must meet the following minimum requirements:</p> <ul style="list-style-type: none"> <li>- Composition of the technical team to be utilized in the execution of the project consists of a minimum of 2 town planners (<b>in addition to the team leader</b>)</li> <li>- Two town planners (2), with at least NQF L6 qualification in <b>Town/City/Urban/Regional Planning</b></li> <li>- Each Planner must be registered as a professional with SACPLAN/ Letter of good standing</li> <li>- Each Planner must have six (6) years post qualification experience in the rural spatial planning and land use management environment.</li> </ul>	<p><b>10</b></p>

	<p><b>(Attach copies of certificate and CV's clearly indicating a detailed profile of their previous work experience (a copy of a valid SACPLAN certificate or a letter of good standing must be attached, and certificate must be valid on or before the closing date of bid.)</b></p> <p><b><i>NB: resources must remain the same for the duration of the project, a change of resources must be done in consultation with DALRRD where a replacement of similar or more experience will be approved.</i></b></p> <ol style="list-style-type: none"> <li>1. <i>Team Members with minimum listed qualification and registered with SACPLAN/ Letter of good standing, and less than 4 years' relevant experience - <b>Poor = 1</b></i></li> <li>2. <i>Team Members with minimum listed qualification and registered with SACPLAN/ Letter of good standing, with more than 4 to 5 years' relevant experience – <b>Average = 2</b></i></li> <li>3. <i>Team members with listed qualification and registered with SACPLAN/ Letter of good standing and 6 years' relevant experience - <b>Good = 3</b></i></li> <li>4. <i>Team Members with minimum listed qualification and registered with SACPLAN/ Letter of good standing with more than 6 to 7 years' relevant experience - <b>Very Good = 4</b></i></li> <li>5. <i>Team Members with minimum listed qualification and registered with SACPLAN/ Letter of good standing, with more than 7 years' relevant experience - <b>Excellent = 5</b></i></li> </ol>	
	<p><i>One team member must have a (NQF L7) qualification in Public Administration/ Public Relations with 5 years post qualification experience in intergovernmental and cooperative governance.</i></p> <ol style="list-style-type: none"> <li>1. <i>Team Member with minimum listed qualification, and less than 3 years' relevant experience in intergovernmental and cooperative governance experience - <b>Poor = 1</b></i></li> <li>2. <i>Team Member with minimum listed qualification, more than 3 years but less 5 years' relevant experience in intergovernmental and cooperative governance experience – <b>Average = 2</b></i></li> </ol>	<b>10</b>

	<p>3. Team member with minimum listed qualification, and 5 years' relevant experience in intergovernmental and cooperative governance - <b>Good =3</b></p> <p>4. Team Member with minimum listed qualification, and more than -5 years' but less than 7 years relevant experience in intergovernmental and cooperative governance - <b>Very Good = 4</b></p> <p>5. Team Member with minimum listed qualification, and more than 7 years' relevant experience in intergovernmental and cooperative governance - <b>Excellent = 5</b></p>	
<p><b>COMPANY EXPERIENCE</b></p>	<p>The company must have successfully completed a <b>minimum of three (3)</b> projects in intergovernmental relations and cooperative governance within the spatial planning and land use sector. <b>The bidder must provide at least three (3) reference letters from contactable clients the reference letters must indicate the type of service contracted for and must be on the bidders' Client' official letterheads with contact details and it must be duly signed:</b></p> <ol style="list-style-type: none"> <li>1. (one) Category projects successfully completed: – <b>Poor = 1</b></li> <li>2. (two) Category projects successfully completed– <b>Average = 2</b></li> <li>3. (three) Category projects successfully completed–<b>Good = 3</b></li> <li>4. (four) Category projects successfully completed- <b>Very good= 4</b></li> <li>5. (Five) Category projects and more projects successfully completed-<b>Excellent= 5</b></li> </ol>	<p><b>35</b></p>
<p><b>METHODOLOGY &amp; PROJECT MANAGEMENT</b></p>	<p>A broad overview of approaches and methodologies that may be employed to execute the project as per the scope of work.</p> <p><i>Methodology and the proposed plan <u>does not outline</u> the requirements as specified in the ToR –<b>Poor = 1</b></i></p> <ol style="list-style-type: none"> <li>1. <i>Methodology and proposed plan <u>inadequately and poorly</u> address requirements in the ToR – <b>Average = 2</b></i></li> <li>2. <i>Methodology and proposed plan <u>adequately address most</u> of the requirements in the ToR –<b>Good = 3</b></i></li> </ol>	<p><b>25</b></p>

	<p>3. Methodology and proposed plan <u>adequately specified all requirements in the ToR and is acceptable for implementation</u> - <b>Very good= 4</b></p> <p>4. Methodology and proposed <u>plan exceptionally specifies the manner in which the project will be delivered and indicate additional value adds</u>– <b>Excellent = 5</b></p>	
<b>TOTAL</b>		<b>100</b>

**Bidders who fail to achieve a minimum of 60 points out of 100 points for functionality will not be evaluated further on the second stage of Presentation.**

## 17.2 SECOND STAGE - EVALUATION IN TERMS OF PRESENTATION

Presentation will be evaluated in accordance with values illustrated below. The applicable values that will be utilized when scoring each criterion ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

**TABLE 5: Presentation Evaluation**

<b>PRESENTATION EVALUATION CRITERIA</b>	<b>WEIGHT</b>
<p><b>Presentation on the project proposal approach:</b></p> <p>1. Approach to project proposal does not outline the requirements as specified in the ToR –<b>Poor = 1</b></p> <p>2. Approach to project proposal inadequately and poorly address requirements in the ToR – <b>Average = 2</b></p> <p>3. Approach to project proposal adequately address most of the requirements in the ToR –<b>Good = 3</b></p> <p>4. Approach to project proposal adequately specified all requirements in the ToR and is acceptable for implementation - <b>Very good= 4</b></p> <p>5. Approach to project proposal exceptionally specifies the manner in which the project will be delivered and indicate additional value adds– <b>Excellent = 5</b></p>	<b>60</b>

<p><b>Presentation on Approach to the development of the stakeholder’s engagements Innovation – communication plan/strategy.</b></p> <ol style="list-style-type: none"> <li>1. Approach to the development of stakeholder engagements does not include - Innovation – communication plan/strategy – <b>Poor = 1</b></li> <li>2. Approach to the development of stakeholder engagements inadequately and poorly address innovation and a communication plan/strategy – <b>Average = 2</b></li> <li>3. Approach to the development of stakeholder engagements adequately addresses innovation and a communication plan/strategy – <b>Good = 3</b></li> <li>4. Approach to the development of stakeholder engagements adequately specified innovation and a communication plan/strategy and is acceptable for implementation - <b>Very good= 4</b></li> <li>5. Approach to the development of stakeholder engagements exceptionally specifies the manner in which the project will be delivered and indicate additional value, innovation and a communication plan/strategy – <b>Excellent = 5</b></li> </ol>	<b>40</b>
<b>Total Points</b>	<b>100</b>

Bidders who fail to achieve a minimum of **60** points out of 100 points for presentation will not be evaluated further on the third stage in accordance with the 80/20 preference points system.

### 17.3 Third Stage - Evaluation in terms of Points awarded for specific goals.

#### **Second Stage: Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022**

- (a) The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a quotation with a Rand value equal to or below R50 million, inclusive of all applicable taxes.

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

#### **80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

(b) Points awarded for specific goals

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.

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— 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

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

The specific goals allocated points in terms of this quotation	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the service provider)	Number of points claimed (80/20 system) (To be completed by the service provider)
Historically Disadvantaged Individuals:  A person historically disadvantages by unfair distrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent; who become citizen of the Republic	10		

of South Africa by Naturalisation- Before 27 April 1994 On or before 27 April 1994 and who would be entitled to acquire citizenship by naturalisation prior to the date			
Who is female	5		
Who has a disability	2		
Specific goal: Who is youth	3		

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

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

- a) Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management's general contract conditions. The DALRRD and Service Provider will sign a Services Level Agreement upon appointment.
- b) The service provider should commence with the project within five (5) days after receiving the letter of appointment and the service level agreement signed.
- c) During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to organise the progress report meetings and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.
- d) Any deviation from the project plan should be put in writing and signed by the project manager.
- e) Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- f) Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- g) When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at

no charge to DALRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DALRRD

**19. OUTCLAUSE**

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

**20. PUBLICATIONS**

- a) CSD or E-Portal website.
- b) Advert Period 14 days

**21. CONTACT PERSONS**

**Technical Enquiries**

Ms. Sheena Satikge-Sibisi

Chief Town and Regional Planner: Spatial Coordination

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

Cell No: 0714722924

**Supply Chain Management Enquiries**

Ms Edith Matjila

Directorate: Supply Chain Management

Contact Number: 012 312 8363

E-mail: [Edith.Matjila@dalrrd.gov.za](mailto:Edith.Matjila@dalrrd.gov.za)

## 22. APPROVAL

These Terms of Reference have been approved as follows:

<b>MR. DAVID MOFFET: MEMBER</b> <b>DIRECTOR: MPUMALANGA SPLUM OFFICE</b> <b>DATE:</b>	Supported / Not Supported  _____ Date:
<b>MS. SHEENA SATIKGE: MEMBER</b> <b>CHIEF TOWN AND REGIONAL PLANNER: SPATIAL COORDINATION</b> <b>DATE:</b>	Supported / Not Supported  _____ Date:
<b>MS. NKHENSANI KHOSA: DEPUTY CHAIRPERSON</b> <b>DIRECTOR: DEVELOPMENT PLANNING SUPPORT</b> <b>DATE:</b>	Supported / Not Supported  _____ Date:
<b>MR. SIFISO HLATSHWAYO: MEMBER</b> <b>CHIEF TOWN AND REGIONAL PLANNER: SPATIAL COORDINATION</b> <b>DATE:</b>	Supported / Not Supported  _____ Date:
<b>MS. ALUWANI MATSILA: CHAIRPERSON</b> <b>CHIEF DIRECTOR: INTERGRATED SPATIAL PLANNING</b> <b>DATE:</b>	Approved / Not approved.  _____ Date:

**RFQ NO ..... 2024-2025**

**PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A FRAMEWORK FOR INTERGOVERNMENTAL SUPPORT AND COORDINATION AGAINST CHAPTER 3 OF THE SPLUMA AND OTHER RELEVANT LEGISLATION WITHIN A PERIOD OF 9 MONTHS .**

NAME OF SERVICE PROVIDER:.....RFQ NO:...
CLOSING TIME

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

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

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

DELIVERABLE	COST PER PHASE	TIMEFRAME	COST PRICE (EXCLUDING VAT)	TOTAL COST EXCLUDING VAT)
<b>Phase 0:</b> Inception report	5%	1 Month	R.....	R.....
<b>Phase 1:</b> Research, Review and Desktop Study Analysis	20%	1 Month	R.....	R.....
<b>Phase 2:</b> Draft Report	20%	2 Months	R.....	R.....
<b>Phase 3:</b> Consultation	20%	2 Months	R.....	R.....
<b>Phase 4:</b> Final Document	20%	2 Months	R.....	R.....
<b>Phase 5:</b> Finalisation & Approval	10%	1 Month	R.....	R.....
<b>Retention</b>	5%			R.....
<b>SUB TOTAL COST (EXL VAT)</b>				R.....
<b>VAT @ 15%</b>				R.....
<b>TOTAL COST FOR THE PROJECT (INC VAT)</b>				R.....

**NB: prices must be fixed for the duration of the contract.**

5. Period required for commencement with project after acceptance of bid  
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6. Estimated man-days for completion of project  
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7. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

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Any enquiries regarding bidding procedures may be directed to the –

**Attention: Sheena Satikge**  
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**Email: [ssibisi@dalrrd.gov.za](mailto:ssibisi@dalrrd.gov.za)**

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