

1(428)21-22

APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A COMPREHENSIVE BUSINESS AND SERVICE DELIVERY MODEL FOR THE BRANCH SPATIAL PLANNING AND LAND USE MANAGEMENT (SPLUM), WITHIN A PERIOD OF SIX (6) MONTHS

**CLOSING DATE: 12 NOVEMBER 2021 @ 11:00**

**TECHNICAL ENQUIRIES** : Ms Aluwani Matsila/ Ms. Nompumelelo Siyaya  
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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 Pfarelo Makhado: **Tel:** (012) 312 9518

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

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**RFQ NO:** 1(428) 21-22

**CLOSING TIME:** 11H00

**CLOSING DATE:** 12 NOVEMBER 2021 @11:00

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), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 2, SBD 3.3, SBD4, SBD 5, SBD6.1, SBD 8, SBD9 , Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

**SIGNED**  
**QUOTATION MANAGEMENT**  
**DATE: 03 NOVEMBER 2021**

## MAP TO QUOTATION BOX (B BOX)

**RFQ NO: 1(428) 21-22 CLOSING DATE: 12 NOVEMBER 2021 @ 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 RECEIVED AFTER THE CLOSING DATE AND TIME ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.**

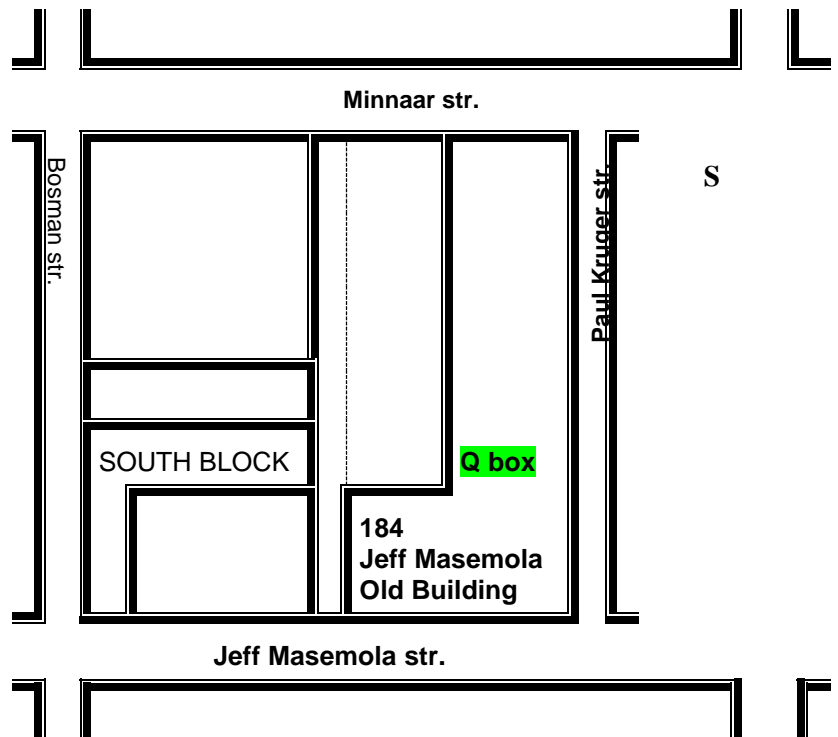
**THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK**

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

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

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

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



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

**SUBMIT YOUR BID IN A SEALED ENVELOPE**

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>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</p> <p>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.</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34. Prohibition of Restrictive practices</b>	<p>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).</p> <p>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.</p>



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

Js General Conditions of Contract (revised July 2010)

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)</b>					
BID NUMBER:	1 (428)21-22	CLOSING DATE:	12 November 2021	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A COMPREHENSIVE BUSINESS AND SERVICE DELIVERY MODEL FOR THE BRANCH SPATIAL PLANNING AND LAND USE MANAGEMENT (SPLUM), WITHIN A PERIOD OF SIX (6) MONTHS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
184 JEFF MASEMOLA STREET					
PRETORIA					
0001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr Kopano Ntsoane/ Ms Queen Mokale		CONTACT PERSON	Ms Aluwani Matsila/ Ms. Nompumelelo Siyaya	
TELEPHONE NUMBER	012 312 9448/9487		TELEPHONE NUMBER	082 827 6203/ 082 418 3127	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:kopano_ntsoane@dalrrd.gov.za">kopano_ntsoane@dalrrd.gov.za</a> <a href="mailto:Queen.Mokale@dalrrd.gov.za">Queen.Mokale@dalrrd.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:AMatsila@dalrrd.gov.za">AMatsila@dalrrd.gov.za</a> <a href="mailto:Nompumelelo.Siyaya@dalrrd.gov.za">Nompumelelo.Siyaya@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>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. 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, 2017, 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. 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: .....

## **AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.**

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

**Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.**

## AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

<b>MABEL HOUSE (Pty) Ltd</b>	
<b>By resolution of the Board of Directors taken on 20 May 2000,</b>	
<b>MR A.F JONES</b>	
has been duly authorised to sign all documents in connection with	
Contract no CRDP 0006, and any contract which may arise there from,	
on behalf of <i>Mabel House (Pty) Ltd.</i>	
<b>SIGNED ON BEHALF OF THE COMPANY:</b>	(Signature of Managing Director)
<b>IN HIS CAPACITY AS:</b>	Managing Director
<b>DATE:</b>	20 May 2000
<b>SIGNATURE OF SIGNATORY:</b>	(Signature of A.F Jones)
<b>As witnesses:</b>	
1. ....	
2. ....	
Signature of person authorised to sign the tender: .....	
Date: .....	

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

# Application for a Tax Clearance Certificate

## Purpose

Select the applicable option .....Tenders ☐ Good standing ☐

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


## Particulars of applicant

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

## Particulars of representative (Public Officer/Trustee/Partner)

Surname																														
First names																														
ID/Passport no											Income Tax ref no																			
Telephone no	C O D E					N U M B E R					Fax no	C O D E					N U M B E R													
E-mail address																														
Physical address																														

Tender number	<input type="text"/>
Estimated Tender amount	R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Expected duration of the tender	<input type="text"/> <input type="text"/> <input type="text"/> year(s)
Particulars of the 3 largest contracts previously awarded	
Date started	Date finalised
Principal	Contact person
Telephone number	Amount

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

YES NO

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

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

Signature of representative/agent

-  -

Date

Name of representative/agent

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

Signature of applicant/Public Officer

Name of applicant/  
Public Officer

——

Date

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



).

## DALRRD ..... 2021-2022

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate rates based on the total Estimated cost for all the activities and including expenses inclusive of VAT for the project.

### 3 TOTAL BID PRICE

R.....

PHASES	TIMEFRAMES	Total
<b>Phase 0:</b> inception report, setting the scene: first meeting with client, Detailed project programme, Project deliverable, timeframes, budgets and consultation plan	2 weeks	R.....
<b>Phase 1:</b> Phase1: Research, review and desktop study analysis	1 month	R.....
<b>Phase 2:</b> Draft service delivery model	1 month	R.....
<b>Phase 3:</b> Consultation	1 month	R.....
<b>Phase 4:</b> Final Document	2 months	R.....
<b>Phase 5:</b> Finalization & Approval	2 weeks	R.....
<b>Total</b>	6 months	
<b>SUB- TOTAL (Excluding Vat</b>		R.....
<b>15% Vat</b>		R.....
<b>TOTAL(Inclusive of VAT</b>		R.....

**SBD 4****DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number:.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....

.....  
.....

2.10 Are you, or any person connected with the bidder, YES/NO  
aware of any relationship (family, friend, other) between  
any other bidder and any person employed by the state  
who may be involved with the evaluation and or adjudication  
of this bid?

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:  
.....  
.....  
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
  - (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number ..... Closing date:.....

Name of bidder.....

Postal address .....  
 .....

Signature..... Name (in print).....

Date.....

Js475wc



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

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

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

## 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....  
 .....  
 .....

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1. ....
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....  
.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

<sup>3</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.

10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



# DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

## SUPPLIER MAINTENANCE:

BAS ☐ PMIS ☐ LOGIS ☐ WCS ☐ CONTRACTOR  
CONSULTANT

OFFICE: .....

### The Director General : I DEPT OF RURAL DEVELOPMENT AND LAND REFORM

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens .

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Head Office Only

Captured By: \_\_\_\_\_  
Date Captured: \_\_\_\_\_  
Authorised By: \_\_\_\_\_  
Date Authorised: \_\_\_\_\_  
Supplier code: \_\_\_\_\_

Enquiries. : \_\_\_\_\_  
Tel. No.: \_\_\_\_\_

### Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

First Name:

Surname:

### Postal and Street Address Detail of the Company / Individual

Postal Address

Street Address

Postal Code

### New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐ Individual  
☐ Company  
☐ CC

☐ Department  
☐ Trust  
☐ Other ( Specify )

☐ Partnership

\_\_\_\_\_

Department Number

\_\_\_\_





**Branch: Spatial Planning and Land Use Management**

Capitol Towers, 224 Helen Joseph Street, Pretoria 0001 | Private Bag X 833, Pretoria 0001 | Tel: 012 312 9659/9371 |

Email: [aluwani.matsila@dalrrd.gov.za](mailto:aluwani.matsila@dalrrd.gov.za) Cell: 071 303 6110/082 827 6203

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A COMPREHENSIVE BUSINESS AND SERVICE DELIVERY MODEL FOR THE BRANCH SPATIAL PLANNING AND LAND USE MANAGEMENT (SPLUM), WITHIN A PERIOD OF SIX (6) 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 prepare a Comprehensive Business and Service Delivery Model for the Branch Spatial Planning and Land Use Management (SPLUM) within a period of six (6) months.

**2. BACKGROUND**

- 2.1. The Branch: SPLUM is responsible for implementing three legislations, namely, - the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) (SPLUMA), the Spatial Data Infrastructure Act, 2003 (Act No. 54 of 2003) and the Planning Profession Act, 2002 (Act No.36 of 2002).
- 2.2. SPLUMA gives the mandate to provide a framework for spatial planning and land use management in the Republic; to specify the relationship between the spatial planning and land use management system and other kinds of planning; to provide for the inclusive development, equitable and efficient spatial planning at the different spheres of Government; to provide a framework of monitoring, coordination and review of the spatial planning and land use management system; to provide a framework for policies, principles, norms and standards for spatial development planning and land use management; to address past spatial and regulatory imbalances; to promote greater consistency and uniformity in the application procedures and decision making by authorities responsible for land use decisions and development applications; to provide for the establishment, functions and operations of Municipal planning tribunals; to provide for the facilitation and enforcement of land use and development measures; and to provide for matters connected therewith.
- 2.3. The Branch: Spatial Planning and Land Use Management provides spatial planning and land use management services to give effect to the Spatial Planning and Land Use Management Act. The Branch supports other spheres of government, including municipalities and provincial government to discharge their spatial planning and land use management responsibilities effectively.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A COMPREHENSIVE BUSINESS AND A SERVICE DELIVERY MODEL FOR THE BRANCH SPATIAL PLANNING AND LAND USE MANAGEMENT, WITHIN A PERIOD OF SIX 6) MONTHS**

2.4. The Department has broadly focused on the following areas to support and monitor the implementation of SPLUMA:

- Policy Development (Regulations, Provincial legislation, Bylaws and rationalisation of other related planning legislation)
- Tools (guidelines and frameworks)
- Systems development (monitoring and knowledge sharing)
- Training and capacity building
- Establishment of IGR structures at National and Provincial level

2.5 In order to continue improving the processes of supporting the implementation of SPLUMA the department conducted the following important strategic sessions:

- In 2015, the former DRDLR developed a Comprehensive Implementation Plan for SPLUMA and Costing Models to establish the Municipal Planning Function in accordance with SPLUMA at Municipal level. As a result of this initiative the following outputs were produced as part of the project: A report detailing the work currently done in preparation for the implementation of SPLUMA by all stakeholders including a gap analysis; A report on the municipal differentiation for the implementation of SPLUMA at Municipal level; A multi-layered implementation plan and monitoring dashboard for SPLUMA ; A risk assessment and related mitigation strategy; A detailed management plan for ensuring the successful implementation of SPLUMA and Financing models for municipalities to assist with the implementation of SPLUMA.

This Comprehensive Plan provided a strategy for the Department to understand the work undertaken prior to implementing the Act. The report provided the status quo of spatial planning and land use management in the country, particularly at municipal level. This included the structural and functional reform required to ensure the transition to the SPLUMA era in the Republic as envisaged in the Constitution and further articulated in the Act. Since the development of this Plan, the Department has embarked on various programmes and projects to ensure the implementation in line with the broad implementation focus areas (both SPLUMA and the SDI).

- In 2018 the department conducted a Comprehensive Assessment of the implementation of Spatial Planning and Land Use Management Act 16 of 2013 (SPLUMA) and to develop a Long-Term Implementation Strategy for Spatial Planning and Land Use Management. The strategy identified further work that the department should initiate that could add value to the long-term implementation process. The outcomes of the assessment were the recommendations that the department should continue to enhance a process

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A COMPREHENSIVE BUSINESS AND A SERVICE DELIVERY MODEL FOR THE BRANCH SPATIAL PLANNING AND LAND USE MANAGEMENT, WITHIN A PERIOD OF SIX 6) MONTHS**

to identify potential changes to SPLUMA based on lessons learnt and informed by realities on the ground that were not thought of during the drafting of the Act and also informed by implementation challenges, to enhance operational capacity a comprehensive schedule of essential posts be developed as required in a phased manner, linked to budgetary provisions. To extend the implementation of SPLUMA the Department was urged to facilitate high-level negotiations between Traditional Authority structures at national and provincial levels with the relevant government departments to achieve acceptance of full SPLUMA implementation in all areas under traditional council administration.

- 2.6 The Spatial Data Infrastructure Act, 2003 (Act No.54 of 2003) was signed into law on the 4th of February 2004 and came into operation in a phased approach with section 1 to 11; 13 and 19 to 22 came into operation in 2006 and the rest of the sections came into operation in 2015. This was to enable the Department to put structures (Committee for Spatial Information) and systems (Regulations) in place so as to avoid legal liabilities. The Act applies to all organs of state.
- 2.7 The SDI Act provides for the establishment of the South African Spatial Data Infrastructure (SASDI) to regulate the capturing, management, maintenance, integration, distribution and use of geospatial information for planning and evidence-based decision making. The Act also establishes the Committee for Spatial Information (CSI) as a statutory body to advise the Minister, the Director-General and an organ of state on any matter the CSI considers necessary for achieving the objectives of the SASDI. Lastly, the SDI Act establishes the Electronic Metadata Catalogue as a technical platform for capturing and publishing of metadata to monitor and avoid duplication in the collection of spatial data by organs of state.
- 2.8 In terms of section 3(3) of the SDI Act, the Director-General of the Department of Agriculture, Land Reform and Rural Development administers the SDI Act and the South African Spatial Data Infrastructure (SASDI). This function now resides within the Branch: SPLUM and includes the following:
- Develop and implement legislation and regulations for SASDI.
  - Develop and implement policies and guidelines.
  - Develop and implement national and international standards for spatial data
  - Monitor compliance to the Act, policies and standards through audits and inspections.
  - Develop and implement technical tools for SASDI.



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A COMPREHENSIVE BUSINESS AND A SERVICE DELIVERY MODEL FOR THE BRANCH SPATIAL PLANNING AND LAND USE MANAGEMENT, WITHIN A PERIOD OF SIX 6) MONTHS**

- Provide Geospatial Information Management support to organs of state.
- Provide secretariat and administrative support to the CSI.
- Contribute to the development of SDIs at regional and global levels.

2.9 Although no formal assessment on the implementation of Spatial Data Infrastructure Act, 2003 (Act No.54 of 2003) was done, the CSI has developed a five-year plan for the implementation of the SASDI. The following are some of the works completed:

- *Amendments to the SDI Act:* The department through the CSI have identified limitations within the current SDI Act that impede full implementation of the Act and have prepared a draft SDI Amendment Bill. The review necessitated by the need to extend the application of the Act to include the private sector, review powers and functions of the CSI, and add penalties.
- *The adoption of the Integrated Geospatial Information Framework* at a global level has necessitated alignment at regional and national levels. The CSI undertook to develop the South African Integrated Geospatial Information Strategy (IGIF) to guide how geospatial information is managed in addressing developmental challenges in the Republic. This includes the development of a Country Action Plan on IGIF.
- *The SDI regulations* make provision for the administration of applications to capture spatial data. With the intention to improve efficiencies, a decision was taken by the CSI to amend regulations and a process is already underway with the legislative unit of the department.

2.10 The Department is the custodian of the Planning Profession Act, Act No 36 of 2002 (PPA). The objective of the PPA is to provide for the establishment of the South African Council for Planners (SACPLAN) as a juristic person; to provide for different categories of planners and the registration of planners; to authorise the identification of areas of work for planners; to recognise certain voluntary associations; to protect the public from unethical planning practices; to maintain a high standard of professional conduct and integrity; to establish disciplinary mechanisms and an appeal board, and to provide for incidental matters.

2.11 In line with Chapter 3 (4) SPLUMA and Section 11 (3) of the National Environmental Management Act, Act 108 of 1998 (NEMA), the Branch provides an environmental implementation and management plan of the

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A COMPREHENSIVE BUSINESS AND A SERVICE DELIVERY MODEL FOR THE BRANCH SPATIAL PLANNING AND LAND USE MANAGEMENT, WITHIN A PERIOD OF SIX 6) MONTHS**

Department; District Environmental Management Frameworks (EMF); integration of Climate Change Response Plan into various Plans/ or programmes of the Department; and training and/ or capacity on environmental management for various Project Managers within the Department.

- 2.12 The Branch is responsible for implementing programmes in line with the National Environmental Management Act (Act No. 107 of 1998) within the planning and DALRRD mandates to enable DALRRD to consider the environmental opportunities and constraints of its programmes and projects, from both a legal and substantive perspective, during project conceptualisation, planning, and implementation. The Branch has gazetted a Policy for the Integration of Environmental Planning (PGIEP) which translates to a system to guide decisions and achieve rational outcomes regarding environmental performance.
- 2.13 The Branch is mandated to provide spatial planning support to the Department, and one way in which it does this is by facilitating rural development planning that will address the needs of communities living in extreme poverty and being subjected to underdevelopment in rural areas. The Department is mandated to facilitate, coordinate, and align all initiatives to enhance Rural Development in South Africa. To achieve this, the DALRRD needs to facilitate the compilation of comprehensive development plans.
- 2.14 In view of the above, the Department initiated a programme during September 2011 which focused on dedicated interventions in the 24 most impoverished districts in South Africa. This was in line with a Cabinet decision taken in July 2011. Since then, the programme was expanded to include all District Municipalities in South Africa. The main objective of this initiative is to formulate a comprehensive plan of action towards enhancing rural development in each of the District Municipalities in South Africa. Such comprehensive plan should comprise a clear set of objectives, strategies, projects, and a phased implementation programme related to rural development in each of these areas.
- 2.15 The Branch is also responsible for providing GIS support to the Planning and DALRRD Mandates. In this regard the Branch has developed various tools and systems but importantly the Branch has developed a Corporate GIS Strategy that will encompass all the various Branches, Provincial offices and units encapsulated into an enterprise GIS Strategy. Corporate GIS is a business-oriented plan that defines how the department will use GIS to achieve its goals. An effective spatial GIS strategy connects the department's business needs with the right people, processes and technology to help overcome the challenges and improve results.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A COMPREHENSIVE BUSINESS AND A SERVICE DELIVERY MODEL FOR THE BRANCH SPATIAL PLANNING AND LAND USE MANAGEMENT, WITHIN A PERIOD OF SIX 6) MONTHS**

- 2.16 The National Development Plan (NDP) advocates for spatial planning, i.e. an integrated planning approach which ensures harmony between environmental, social and economic factors on a given geographic space. Therefore, the NDP calls for the development of national spatial planning data observatory, to enable sharing of spatial planning information across all spheres of government and the private sector.
- 2.17 DALRRD henceforth initiated the formulation of the NSPDR ecosystem to ensure up to date integration of most of government project data for efficient and effective spatial planning. It will enable the sharing of spatial data throughout the country and across the public and private sectors under the auspices of the Spatial Data Infrastructure Act, 2003 (Act No. 54 of 2003). The NSPDR Ecosystem will assist with the monitoring of all capital and operational expenditure in the public sector through the representation of projects spatially, which is currently not done in a collaborative manner. The level and access to data will have a high level of security protocol to ensure sensitive data is protected where needed. The NSPDR Ecosystem will enable management to monitor contributions and data maintenance by all departments through an extensive dashboard (visual monitoring) system, indicating the status of the contribution, as well as the status of the individual projects themselves, to ensure planning is done on the most recent information.

### **3. DISCUSSION**

- 3.1 The Department of Agriculture, Land Reform and Rural Development is a newly established Department resulting from a merger between the Department of Agriculture and the Department of Rural Development and Land Reform. The Branch SPLUM falls within *Programme 6: Integrated Land Administration* and *Outcome 2: Spatial transformation, effective land administration* of the Department. The purpose of the programme is to provide and maintain an inclusive, effective and comprehensive system of spatial planning, geospatial information and cadastral surveys (showing the extent, value, and ownership of land, especially for taxation); legally secure tenure and conduct land administration that promotes social, economic and environmental sustainability.
- 3.2 Upon the merger and new mandate, the Branch SPLUM undertook two critical processes in the financial year 2020/2021 to re-assess and re-align the Branch functions. The first process that was undertaken was a strategic planning session which was held on 19 and 20 November 2020 which identified key areas of Branch repositioning, internal alignment, and prioritisation. The ongoing underspending on Branch Goods & Services budget, lack of human resources, and the absence of a longer term

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implementation strategy for the branch was identified as some of the key gaps which were affecting Branch effectiveness and efficiency. Through an environmental scan covering the political, economic, social, technology, legal, environmental and geographical analysis, the key focus areas that need attention were identified which will be considered as part of this project.

- 3.3 The other initiative which was carried out was an analysis of Branch functions in line with 2.9 version Branch organizational structure, the exercise also focused on capacity requirements for the Branch. This exercise provided an opportunity for review and rethink of the Branch functions and human resource requirements and valuable inputs emanated from this exercise which will be used as a resource for this project.
- 3.4 Furthermore, the Branch made substantive input to the Medium-Term Expenditure Framework (MTEF). In that exercise twenty-seven areas of priority were identified as focus areas for the MTEF. Information emanating from the MTEF exercise will also be used to guide this project.

#### **4. PROBLEM STATEMENT**

- 4.1 In fulfilling the mandate of the Branch, several outputs, activities, and targets were planned year in and year out. Through Goods and Services allocation, a range of consulting work was commissioned to attain the targets set. These projects were commissioned and implemented through different methods across all functions to attain specific objectives internally and externally in support of other sectors and spheres of government as well the South African Council for Planners.
- 4.2 In so doing, a range of challenges have ensued due to continued haphazard identification, scoping and commissioning of works across various functions in the branch. The other major challenge has been an inability to align the strategic planning and target setting process with the budget and supply chain management process. The Branch has continually been on the back foot and not achieving either its spending or predetermined objective targets. Insufficient human resources have contributed to the challenge however there's no clear evidence that lack of human resources have contributed to underspending, this analysis will be carried out during the project.

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4.3 Many of the commissioned projects were successfully completed and implemented. However, the Branch has faced limitations and challenges with regard to identifying and attaining tangible outcomes and impact at a strategic level where the impact is supposed to resound. The issue of continuous underspending on budget and delayed projects is an indication that there is a need for a business model where few project with a strategic objective will be identified and implemented. The other issue is the current fiscally constrained environment and the changing landscape as a result of the ongoing Covid pandemic that requires innovation and reprioritisation in the implementation of government programmes.

4.4 The following problems have arisen in the implementation of projects:

- Misalignment and unclear objectives are resulting in incomplete projects.
- Lack of financial and human resource capacity within the Branch, particularly at the Provincial level.
- Lack of coordination between Chief directorates, Directorates and provincial SPLUM offices resulting in duplication of projects
- The department has several standalone Geographic Information Systems (GIS) across the department (National Office), and located in different Branches, each with its own data, captured to different standards and without metadata.
- Poor access to existing spatial data in the department: This often led to duplication of costs, efforts and uncoordinated spatial information. There is no consolidated inventory of what exists where. Where there is fragmentation and no access to spatial data, it is often challenging to conduct spatial analysis.
- Development of web-based systems that were not implemented in most cases as a result of human resource shortages at the provincial level (e.g. Compliance, Monitoring and Enforcement Framework for SPLUMA, Land Use Suitability Assessment Criteria, NSPDR etc).
- The merger between the Department of Agriculture and the Department of Rural development and Land Reform calls for the review of the functions of Programme 2
- Lack of relevant officials for Environmental Planning Services and coordination of environmental activities within SPLUM Provincial Offices, which culminate into partial implementation and integration of environmental planning within the branch
- The inability to coordinate National and Provincial sector departments with mandates that fall within the ambit of spatial planning and land use management. This results in government policies, programmes

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and project implementation achieving sub-optimal outcomes relative to the resources spent in preparing and implementing them

- Delay in the implementation of the SDI Act, regulations, policies and standards
- Non-compliance to SDI prescripts by organs of state.
- The SASDI is not a funded mandate
- Lack of buy in to the Departmental planning support function and the critical role that it discharges
- Limited capacity building and development strategy for the implementation of Spatial Planning and Land Use within municipalities

4.5 There is a need to guide the actions of the Branch SPLUM for effective spatial transformation and land administration through a programmatic approach with clear roles, responsibilities and budgetary consideration. The persistent challenges within the Branch have led to the need to strengthen the alignment and the need for resources to be prioritized.

4.6 As a result, the Department is seeking to appoint a Service Provider (s) to develop an overall business and service delivery strategy to improve the performance, accountability, coordination and communication within the Branch to better align to the responsibilities and functions conferred to it by the Acts.

## **5 PURPOSE AND OBJECTIVES OF THE PROJECT**

5.1 The purpose of the project is to develop a Comprehensive Business and Service Delivery Model for the Branch: Spatial Planning and Land Use Management (SPLUM) focusing on short to medium-term objectives (3–5-year period).

5.2 The objectives of the project include:

- (a) To develop a business model which incorporates all branch functions, purpose, outcomes and intended impact
- (b) Align all branch functions in a logical framework to define the theory of change, expected impact and outcomes for the branch SPLUM.
- (c) Identify key programmes that the branch will focus on to attain maximum impact and timeous budgetary expenditure
- (d) Define a framework for spatial planning and Land Use support to other Branches in the Department.
- (e) Define inter-branch relationship model between SPLUM (as a support Branch) and the other Branches.

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- (f) Define relational model between SPLUM, statutory bodies, relevant sectors Department and organ of state.
- (g) To propose programmes, sub-programme and project packages to be pursued and actioned within a period of five years in line with MTSF.
- (h) To introduce result-based implementation method in the implementation of Branch programme in the context of the National Development Plan (NDP) and other relevant Government wide policies and programmes
- (i) Develop an accompanying resource plan for implementation of service delivery model
- (j) Propose a clear roadmap and the strategic goals for the Branch SPLUM

## **6 SCOPE OF THE PROJECT**

- 6.1 The Service Provider is expected to identify all internal and external services/functions in support of other departments, provinces and municipalities and develop a Comprehensive Business and Service Delivery Model for the Branch SPLUM.
- 6.2 Noting the importance of data governance and acknowledging that information is the heart of a business, the SPLUM Comprehensive Business and Service Delivery Model must be developed in line with the SDI Act, PAIA the NDP, SPLUMA, PPA, NEMA, POPIA and other relevant legislations. Macro plans and global best practices should be considered in the Business and Service Delivery Model.
- 6.3 The Comprehensive Business and Service Delivery Model should ensure integration in the department's business processes as well as integration with the IGR Act, SDI Act, NEMA, PPA and SPLUMA.
- 6.4 In avoiding working in silos towards one shared vision, the Branch should devise work packages that cut across and shows internal integration between Chief Directorates and Directorates as well as integration across other Branches

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- 6.5 Consider required human resources for the programme packages through a review of available personnel and the capacity constraint thereof
- 6.6 The Business and Service Delivery Model should be supported by practical implementation tools and ready to adopt and use artefacts for ease of implementation.
- 6.7 The Business Model to also include the following:
- a) An assessment of branch functions and how they effectively align with branch mandate and purpose. This process must highlight areas of misalignment and duplication between Branch functions
  - b) A Logical framework for SPLUM
  - c) A theory of change for SPLUM
  - d) A Business and Service Delivery Model with associated resource plan for a 5 year period aligned to the Medium Term Strategic Framework budget
  - e) A Monitoring & review framework at the end of the 5 year period.
- 6.8 The Service Provider is primarily supposed to interact with the branch SPLUM but where necessary they should interact with information and stakeholders at other spheres of government to obtain relevant information required for the project. Existing information would be made available to the successful Service Provider. **However, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the Service provider**

**7 PREPARATION OF A RISK ASSESSMENT AND RELATED MITIGATION STRATEGY**

- 7.1 A detailed risk management plan based on the implementation requirements must be prepared
- This should be in a report format but must be linked to the business and service delivery model
  - A detailed mitigation strategy must be prepared indicating key points when action would be required and by whom

**8 PROJECT DELIVERABLES**

- 8.1 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



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formats, will become and remain the property of the Department of Agriculture, Land Reform and Rural Development.

**8.2 The appointed service provider must deliver reports on the following:**

- 8.2.1 An analysis of branch SPLUM mandate, purpose, responsibilities and functions internally and externally
- 8.2.2 A Service Delivery Model for the Branch SPLUM with specific subprogrammes, projects and strategic goals for the period of three to five (5) years
- 8.2.3 A service delivery model must contain a complete workflow of all internal and external functions for each process of the branch covering national, provincial and local spheres of government including cross - functional processes between other departments with mandates sharing support activities with SPLUM.
- 8.2.4 A service delivery model must show process ownership, responsibilities, sequence of functions with input and outputs.
- 8.2.5 The processes must be unique with sub-processes workflow depicting the breakdown of business processes into integrated process workflow for the branch.
- 8.2.6 A risk assessment and associated mitigation strategy to manage the risks linked to operations of the Branch.
- 8.2.7 A resource plan covering both human and financial resources.
- 8.2.8 A review of possible partnership (locally, regionally and globally) and public-private arrangements to enhance operational efficiencies, the service delivery within the Branch and improve service delivery to the Department and other organs of state.

**9 PROJECT PHASES**

9.1 The project will occur in the following phases:

**Phase 0: Inception Report**

- Setting the scene: first meeting with the client.
- Detailed project programme.
- Project deliverables, timeframes and budgets.
- Consultation plan

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**Phase 1: Review and Research report**

- Relevant policy and legislation must be scanned
- An analysis of branch functions and standard operating procedures.
- High-level SWOT Analysis of the Branch
- Detailed Risk Management Plan for SPLUM
- Review the work of entities and PSSC including PDA of the different Provinces insofar as the relationship between SPLUM and the PSSC is concerned.
- Systematic identification of programmes, sub-programmes and projects for short to medium term implementation with precise functions and roles and responsibilities.
- Assessment of the comprehensive capacity building and development strategy for the implementation of Spatial Planning and Land Use Management
- A comprehensive Business and Service Delivery Model for the Branch, inclusive of the mandate of the Planning Profession Act 2002, Act 36 of 2002, Spatial Data Infrastructure Act, 2003, Act 54 of 2003, Environmental Management, SPLUMA and Development Planning Support and the work of the provincial SPLUM;

**Phase 2: Draft Business and Implementation Model document**

- Draft document completed.

**Phase 3: Consultation process**

- Engage in consultation with officials internally and relevant sister Branches within the Department (Including SPLUM Provincial Offices) and the Department's Provincial Shared Services Centres on the draft document to get buy-in and inputs;
- This process will allow for discussion and communication of the needs, concerns and questions from relevant stakeholders;

**Phase 4: Final document**

- Final document will be submitted with all the comments and amendments effected.

**Phase 5: Finalisation and approval**

- Approval and sign off the project by the steering committee.

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**10 PROJECT TIME FRAME AND COST**

- 10.1 It is expected that the project be completed in a period of 6 months effective from the date of appointment. The target dates for each milestone (as well as the associated deliverable).
- 10.2 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 1: PROJECT COST AND TIME FRAMES**

PROJECT PHASE	AMOUNT PAYABLE	SUBMISSION/OUTPUT	TIME FRAMES
<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	2 weeks
Phase1: Research, review and desktop study analysis	20%	RESEARCH & REVIEW REPORT	1 month
Phase 2: Draft service delivery model	20%	DRAFT REPORT	1 month
Phase 3: Consultation	20%	CONSULTATION REPORT	1 month
Phase 4: Final Document	20%	AMENDED REPORT	2 months
Phase 5: Finalisation & Approval	10%	FINAL REPORT	2 weeks
Retention	5%		

- 10.3 An amount for the final draft is payable upon ratification by the Department.
- 10.4 5% retention will be paid once final project documentation has been approved by all stakeholders.
- 10.5 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.

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**11 CONTENTS OF THE PROJECT PROPOSAL**

11.1 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) **Business process manager/Business analyst** with 5 years post qualification experience
- g) Evidential and documentary proof of professional qualification, registration and affiliation. For instance, if a team member claims to be a Town Planner/GISc Professional , a copy of the registration with the South African Council for Planners (SACPLAN)/ South African Geomatics Council (SAGC) is required.
- h) A possible costing approach to the deployment of the project.
- i) The following technical information must be submitted with the Bid proposal:
  - Years of experience of each resource;
  - Relevant professional experience during the last five years;
  - Organisational, managerial and technical ability;
  - Key Personnel and Resources;
  - Technical backup;
  - Full CV's of all members of the Team
  - Relevant Equipment and Software competence and capability;
  - Client References; and
  - Associations and Professional Affiliations.

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**12 BUDGET**

- 12.1 A pricing schedule submitted on a separate sheet from the technical proposal for ease of evaluation. The pricing schedule should include a costs breakdown per phase.

**13 PROJECT MANAGEMENT WITHIN DALRRD**

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.

**14 RELEVANT SKILLS AND EXPERIENCE**

- 14.1 The Project Leader must hold a relevant a NQF 6 tertiary qualification in business management with 5 years post qualification experience and a minimum of 3 years experience in business and system analysis. Strong knowledge of business re-engineering, process management and design process tools. Knowledge and understanding of six sigma methodology together with experience in documenting and implementing complex projects/initiatives in line with government department vision and strategies. A required team to undertake the project should have a team composed of personnel with qualifications in Spatial planning, GISc professionals and environmental management professionals. More details on the team composition will be provided in the selection criterium.
- 14.2 The successful service provider will also be expected to have an understanding of and experience in spatial planning and spatial data infrastructure legislation, regulations of the country and the global data management framework. The service provider should have experience in strategy/policy development projects, ability to interact with a variety of

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stakeholders as well as good research and report writing skills. The successful service provider will be expected to enter into a service level agreement with the Department in respect of the deliverables of the project.

14.3 The following is a list of a selection criterion for the service provider:

- Technical competence in the field of town and regional planning
- Technical competence in spatial data infrastructure and GIS implementation.
- Knowledge of the environmental planning legislation
- Availability of technical and material support to undertake this project
- Caliber of company.
- Appropriate portfolios and project team competencies.
- Quality of presentation of the proposal:
  - Methodology or approach;
  - Understanding of project purpose
  - Outline of expected outputs;
  - Indicators and means of verifying progress.
- Ability to read and understand a variety of maps.
- Understanding of relevant agriculture, rural development and reform policy and legislation space.

14.4 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. This should clearly indicate what roles each team member will play in the execution of the scope of work.

## **15 MANDATORY REQUIREMENTS**

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

- Team leader must have a NQF 6 formal qualification in business management with a minimum of 5 years post qualification experience
- A company resolution letter authorizing a particular person to sign the bid documents.

## **16 FINANCIAL PENALTIES**

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

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

16.2 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.

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

**17 UNDUE DELAY REMEDIES**

<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>Inception</b>	5%	2.5%	10%	20%	30%	100%
<b>Phase 1:</b> Phase1: Research, review and desktop study analysis	20%	10%	25%	50%	75%	100%
<b>Phase 2:</b> Draft Report	20%	20%	40%	60%	80%	100%
<b>Phase 3:</b> Consultation	20%	20%	40%	60%	80%	100%
<b>Phase 4:</b> Final Document	20%	30%	60%	75%	85%	100%
<b>Phase 5:</b> Finalisation & Approval	10%	30%	40%	60%	80%	100%
<b>Retention</b>	5%					
<b>Total</b>	100%					

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**18 RETENTION**

- 18.1 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
- 18.2 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.
- 18.3 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.

**19 EXTRA WORK**

- 19.1 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.

**20 HUMAN RESOURCES FOR THE PROJECT**

- 20.1 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)
- 20.2 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.
- 20.3 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.



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## **21 REPORTING AND ACCOUNTABILITY**

- 21.1 During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the project team managing the service provider.
- 21.2 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.
- 21.3 The project will be signed off by the Chief Director: Integrated Spatial Planning when:
- all the end products (refer to list) have been delivered, and
  - The Chief Director: Integrated Spatial Planning is satisfied that all requirements have been met.

## **22 EVALUATION CRITERIA**

- 22.1 This bid shall be evaluated on the basis of functionality and in accordance with the 80/20 preference points system as stipulated below.

### **22.2 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 criteria ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent**

<b>CRITERIA</b>	<b>GUIDELINES FOR CRITERIA APPLICATION</b>	<b>WEIGHT</b>	<b>TOTAL</b>
<b>RESOURCES</b>	The team leader must hold a NQF 6 formal qualification in business management with a minimum of 5 years post qualification experience and proof of a	25	<b>25</b>

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	<p>minimum of 3 years in business and system analysis and re-engineering experience. (<b>Attach copies of qualifications and a CV clearly indicating a detailed profile of previous work experience.</b>)</p> <p>1) <i>CV attached with less than 3 years' experience and less than 1 years in executing similar projects –<b>Poor = 1</b></i></p> <p>2) <i>CV attached with 3 to 5years' experience and 1 - 3 years in executing similar projects – <b>Average = 2</b></i></p> <p>3) <i>CV attached with 5 years' experience and 3 years in executing similar projects –<b>Good = 3</b></i></p> <p>4) <i>CV attached with more than 5 to 7 years' experience and more than 3 years in executing similar projects - <b>Very good= 4</b></i></p> <p>5) <i>CV attached with more than 8 years' experience and 5 or more years in executing similar projects – <b>Excellent = 5</b></i></p>		
	<ul style="list-style-type: none"> <li>The Service Provider should have team of four (4), which would be constituted by the below listed individual professionals with at least NQF 6 qualification, 5 years' experience in the below field (attach copies of qualifications and CV's clearly indicating a detailed profile of the previous experience). (References of similar work undertaken- List names, addresses, telephone numbers, fax numbers and e-mail addresses of the three, and briefly describing the type of service provided for them.</li> </ul> <p><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></p>		<b>20</b>
	Town Planner with 5 years post qualification experience and registered with SACPLAN	5	
	GIS Professional with 5 years post qualification experience and registered with SAGC	5	

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	Environmental management professional with 5 years post qualification experience registered with relevant council	5	
	Team members must be Financial Accountant with 5 years post qualification experience registered with relevant council	5	
	<ul style="list-style-type: none"> <li>❖ <i>Team Member with minimum listed qualification, and less than 3 years' relevant experience - Poor (1)</i></li> <li>❖ <i>Team Member with minimum listed qualification, and 3-4 years' relevant experience - Average (2)</i></li> <li>❖ <i>Team member with minimum listed qualification, and 5 years' relevant experience - Good (3)</i></li> <li>❖ <i>Team Member with minimum listed qualification, and 6-7 years' relevant experience - Very Good (4)</i></li> <li>❖ <i>Team Member with minimum listed qualification, and more than 7 years' relevant experience - Excellent (5)</i></li> </ul>		
<b>CAPABILITY</b>  Experience and Track Record of Team Members  Competency of the Company	<p>Demonstrate company capability thorough knowledge and expertise in the area of spatial planning and land use management and also proven knowledge in relation to;</p> <ul style="list-style-type: none"> <li>• Documenting and implementing complex and/or multiple projects/initiatives</li> <li>• Spatial planning and land use legislation and policy</li> <li>• Spatial data infrastructure legislation and policy</li> <li>• GIS implementation</li> <li>• Research and analysis</li> <li>• Business re-engineering and process management</li> <li>• Human Resources/Organisational Development/ financial resource management</li> <li>• Project management.</li> </ul> <p>The company must have successfully completed a <b>minimum of 3 similar</b> projects that demonstrate knowledge and expertise in areas mentioned above.  <b>The bidder must provide at least three (3) reference</b></p>	30	<b>30</b>

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP A COMPREHENSIVE BUSINESS AND A SERVICE DELIVERY MODEL FOR THE BRANCH SPATIAL PLANNING AND LAND USE MANAGEMENT, WITHIN A PERIOD OF SIX 6) MONTHS**

	<p>letters from contactable clients the certificates/letters must be on the bidders' Client' official letterheads with contact details and it must be duly signed:</p> <p>1) 1(one) Category projects successfully completed: – <b>Poor = 1</b></p> <p>2) 2 (two) Category projects successfully completed– <b>Average = 2</b></p> <p>3) 3 (three) Category projects successfully completed– <b>Good = 3</b></p> <p>4) 4 (four) Category projects successfully completed– <b>Very good= 4</b></p> <p>5) 5 (Five) Category projects and more projects successfully completed–<b>Excellent= 5</b></p>		
<b>METHODOLOGY &amp; PROJECT MANAGEMENT</b>	<p>A broad overview of approaches and methodologies that may be employed to execute the project as per the scope of work.</p> <ul style="list-style-type: none"> <li>• Appropriateness of proposed approach and methodology</li> <li>• The degree to which the methodology proposed is sound, professional, realistic and logical.</li> <li>• Method and clarity regarding the presentation of the final outputs of the project;</li> <li>• Programme with clear timelines and output</li> <li>• Indicators and means of verifying progress.</li> <li>• Quality assurance steps indicated</li> <li>• Clear reporting mechanism.</li> </ul> <p>1) <i>Methodology and the proposed plan <u>does not outline</u> the requirements as specified in the ToR –<b>Poor = 1</b></i></p> <p>2) <i>Methodology and proposed plan <u>inadequately and poorly</u> address requirements in the ToR – <b>Average = 2</b></i></p> <p>3) <i>Methodology and proposed plan <u>adequately address most</u> of the requirements in the ToR –<b>Good = 3</b></i></p>	25	<b>25</b>

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

Bidders who fail to achieve a minimum of **60** points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on the second stage (Preference Points System).

**Second Stage - Evaluation in terms of 80/20 Preference Points System**

Bids that achieve the minimum qualifying score for functionality of **60** points out of 100 points will be evaluated further in accordance with the 80/20 preference points system.

**Calculation of points for price**

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

**Calculating of points for B-BBEE status level of contribution**

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points (80/20 system)</b>
<b>1</b>	<b>20</b>
<b>2</b>	<b>18</b>

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<b>3</b>	<b>14</b>
<b>4</b>	<b>12</b>
<b>5</b>	<b>8</b>
<b>6</b>	<b>6</b>
<b>7</b>	<b>4</b>
<b>8</b>	<b>2</b>
<b>Non-compliant contributor</b>	<b>0</b>

22.4 Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by accredited Verification Agencies by SANAS or registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids, to substantiate their B-BBEE claims. The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act.

22.5 Bidders who do not submit B-BBEE Status Level verification or are non-compliant contributors to the B-BBEE do not qualify for preference points for B-BBEE.

## **23 TERMS AND CONDITIONS OF THE BID**

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

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

23.3 During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to organise the progress report meetings and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.

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- 23.4 Any deviation from the project plan should be put in writing and signed by the project manager.
- 23.5 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 23.6 Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 23.7 When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DALRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DALRRD.

**24 OUTCLAUSE**

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

**25 PUBLICATION**

- Quotation process
- Departmental website
- Advert period: 7 working days.

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**CONTACT PERSONS**

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