

SSC WC Q17 (2023/2024) DALRRD

THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (MSDF) OF HESSEQUA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE, FOR A PERIOD OF TWELVE (12) MONTHS.

CLOSING DATE:

DATE: 21 DECEMBER 2023

TIME: 11:00 AM

VENUE: BID BOX SITUATED AT NUMBER 14 LONG STREET, SECURITY AREA AT GROUND FLOOR. **IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO ENSURE THAT COURIER DELIVERIES MUST BE GIVEN INSTRUCTIONS TO DROP PROPOSALS INSIDE BID BOX AS NO WAYBILLS WILL BE SIGNED BY OFFICIALS.**

TECHNICAL ENQUIRIES : Mr Ashley Hay
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BID RELATED ENQUIRIES : Ms. Melissa Andre
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EMAIL : MelissaAn@dalrrd.gov.za



rural development & land reform

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Provincial Shared Service Centre: **Sub-Directorate:** Demand and Acquisition
Management Services: **Enquiries:** MS. MPHONGA MUDAU: **Tel:** (021) 409 0551

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

BID NUMBER: SSC WC Q17 (2023/2024) DALRRD

CLOSING TIME: 11H00

CLOSING DATE: 21 DECEMBER 2023

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 3.3, SBD4, SBD 6.1 and Terms of Reference.
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. 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

MS RACHEL MASWANENG
ACTING DEPUTY DIRECTOR: SUPPLY CHAIN AND FACILITIES MANAGEMENT
SERVICES
DATE: 07 December 2023

MAP TO BIDDER BOX (B BOX)

SSC WC Q17 (2023/2024) DALRRD CLOSING DATE: 21 DECEMBER 2023 AT 11:00 AM.

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

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

THE SBD FORMS 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)

Demand and Acquisition Management

(BIDS)

GROUND FLOOR (SECURITY AREA)

14 LONG STREET

CAPE TOWN

8000

**THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM
AND RURAL DEVELOPMENT IS OPEN 08 HOURS A DAY, 5 DAYS A WEEK. THE BID BOX
WILL BE CLOSED AT 11H00 AM WHICH IS THE CLOSING TIME OF BIDS.**

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

SUBMIT YOUR BID IN A SEALED ENVELOPE

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

**25. Force
Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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



**agriculture, land reform
& rural development**

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

SBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT.

BID NUMBER:	SSC WC Q17 (2023/2024) DALRRD	CLOSING DATE:	21 DECEMBER 2023	CLOSING TIME:	11:00 AM
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DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (MSDF) OF HESSEQUA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE, FOR A PERIOD OF TWELVE (12) MONTHS.
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

14 LONG STREET

CAPE TOWN

GROUND FLOOR

SECURITY AREA AT GROUND FLOOR

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
--	---

CONTACT PERSON	Ms. Melissa Andre	CONTACT PERSON	Mr Ashley Hay
TELEPHONE NUMBER	021 409 0526	TELEPHONE NUMBER	012 312 8027
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	MelissaAn@dalrrd.gov.za	E-MAIL ADDRESS	AshleyH@dalrrd.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

CELLPHONE NUMBER

FACSIMILE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION NUMBER:	REFERENCE
					MAAA:	

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS



IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ 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 1.3 BELOW.	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



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:

MABEL HOUSE (Pty) Ltd

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

MR A.F JONES

has been duly authorised to sign all documents in connection with

Contract no CRDP 0006, and any contract which may arise there from,

on behalf of Mabel House (Pty) Ltd.

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

IN HIS CAPACITY AS:

Managing Director

DATE:

20 May 2000

SIGNATURE OF SIGNATORY:

(Signature of A.F Jones)

As witnesses:

1.

2.

Signature of person authorised to sign the tender:

Date:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (MSDF) OF HESSEQUA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE, FOR A PERIOD OF TWELVE (12) MONTHS.

PRICING SCHEDULE (Professional Services)

Name of bidder.....

Bid number: SSC WC Q17 (2023/2024) DALRRD

Closing Time 11:00

Closing date: 21 DECEMBER 2023

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate rates based on the total cost to the department for completion of each stage and including Expenses for the project.

2. TOTAL OFFER PRICE (INCLUSIVE OF VAT)

R.....

DELIVERABLES	PAYMENTS	TIMEFRAMES	TOTAL COST
Phase 1: Project Inception and Planning	5%	2 weeks	R.....
Phase 2: Situational Analysis (Status Quo Analysis)	10%	2 Months	R.....
Phase 3: Spatial Development Proposals & Sectoral Analysis)	20%	2 Months	R.....
Phase 4: Draft Spatial Development Framework (Text and Mapping)	30%	3 Months	R.....
Phase 5: Stakeholder Engagement (Public Participation)	10%	2 Months	R.....



Phase 6: Final Comprehensive MSDF (including Implementation Plan)	20%	2 Months	R.....
Phase 7: Close-Out Report and Retention	5%	2 weeks	R.....
TOTAL COST EXCLUDING VAT			R.....
VAT 15%			R.....
TOTAL COST INCLUDING VAT			R.....

NB: Service Provider must include all hidden cost on the bid price, including travelling where applicable.

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

Any enquiries regarding bidding procedures may be directed to the –

AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT
14 LONG STREET
CAPE TOWN
0800

All technical enquiries should be directed to:

Attention: Mr Ashley Hay
Telephone: 012 312 8027
Email: AshleyH@dalrrd.gov.za

Supply Chain Management Enquiries:

Ms. Melissa Andrews
(021) 409 0526
Email: MelissaAn@dalrrd.gov.za



SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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



2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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



3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....

Signature

Date

.....

Position

Name of bidder



SBD 6.1

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

1. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender” for income-generating contracts** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically” Disadvantaged individuals** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation –
- Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date



2. GENERAL CONDITIONS

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

2.2 To be completed by the organ of state

a) the applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

2.4 To be completed by the organ of state: The maximum points for this tender are allocated as follows:

The maximum points for this tender are allocated as follows:

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

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

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.



2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

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

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



The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
- **Percentage ownership equity** $\times 10 \div 100$ = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
- **Percentage ownership equity** $\times 5 \div 100$ = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
- **Percentage ownership equity** $\times 2 \div 100$ = number of points claimed.



- (IV) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:

- **Percentage ownership equity** $\times 3 \div 100$ = number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

4.1.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10



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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5 POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

5.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

5.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership



5.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

6 SUB-CONTRACTING

6.1 Will any portion of the contract be sub contracted? (***Tick applicable box***)

--	--	--	--

6.1.1 If yes, indicate:

6.1.1.1 What percentage of the contract will be subcontracted: %

6.1.1.2 The name of the sub-contractor:
.....

iii) Points claimed for HDI by the sub-contractor:
.....

7 DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm.....

7.2 Company registration number:

7.3 TYPE OF COMPANY/ FIRM

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



[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

.....

DATE:

.....

ADDRESS:

.....

.....

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (MSDF) OF HESSEQUA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE, FOR A PERIOD OF TWELVE (12) MONTHS.



Chief Directorate: Provincial Shared Services Centre: Western Cape

Directorate: Spatial Planning and Land Use Management Services (Western Cape)

14 Long Street, Cape Town, Private Bag X9159, Cape Town, 8000 Tel: 021 409 0300 Web: www.dalrrd.gov.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (MSDF) OF HESSEQUA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE, FOR A PERIOD OF TWELVE (12) MONTHS.

1. GLOSSARY OF KEY TERMS

CEF	Capital Expenditure Framework
CSIR	Council for Scientific and Industrial Research
DALRRD	Department of Agriculture, Land Reform and Rural Development
DEA&DP	Department of Environmental Affairs and Development Planning
ECSA	Engineering Council for South Africa
IDP	Integrated Development Plan
LUPA	Land Use Planning Act (Act No. 3 of 2014)
MSA	Municipal Systems Act (Act No. 32 of 2000)
MSDF	Municipal Spatial Development Framework
MTEF	Medium-Term Expenditure Framework
NEMA	National Environmental Management Act (Act No. 107 of 1998)
PSC	Project Steering Committee
SACNASP	South African Council for Natural Science Professions
SACPLAN	South African Council for Planners
SAGC	South African Geomatics Council
SAICE	South African Institution of Civil Engineering

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (MSDF) OF HESSEQUA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE, FOR A PERIOD OF TWELVE (12) MONTHS.

SDF	Spatial Development Framework
SPLUMA	Spatial Planning and Land Use Management Act (Act No. 16 of 2013)
WWTW	Waste Water Treatment Works
LUMS	Land Use Management Systems

-1-

2. PURPOSE

2.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) wishes to appoint a Service Provider (SP) to undertake the compilation of the Hessequa Municipal Spatial Development Framework (MSDF) in terms of the Spatial Planning & Land Use Management Act (SPLUMA, Act No.16 of 2013), Land Use Planning Act (LUPA, Act No. 3 of 2014) and the Municipal Systems Act (MSA, Act No. 32 of 2000).

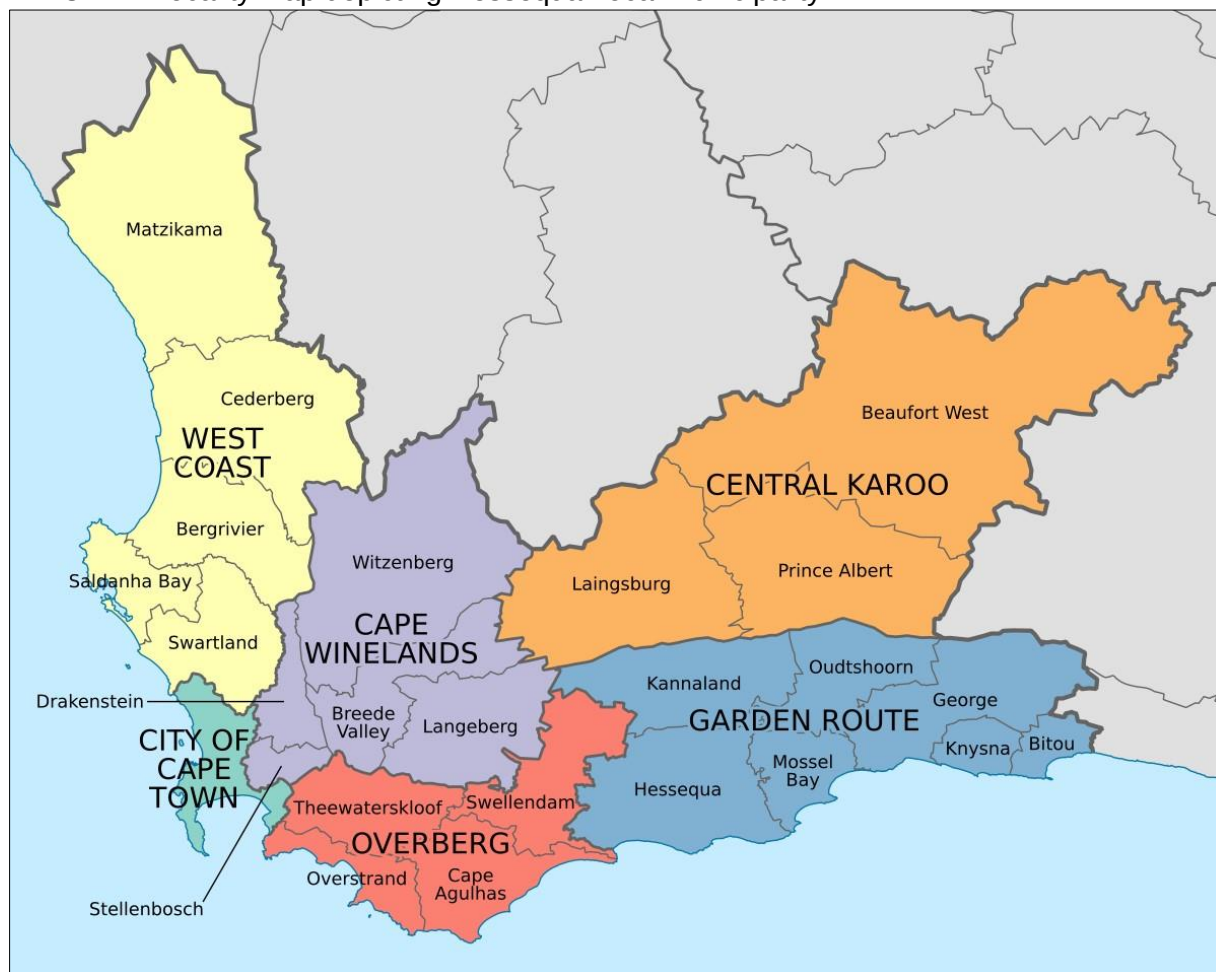
2.2. The purpose of a MSDF is to set out a long-term vision statement and plan for spatial development in the municipality and provide the spatial expression of the municipal Integrated Development Plan (IDP). A MSDF must integrate and represent the tradeoffs of all relevant sector policies and plans in space, guiding planning and development decisions across all sectors and spheres of government in the Hessequa Municipality to contribute to a coherent and planned approach to spatial development. The MSDF must lead the municipality's land use management system, guiding decisions and discretion exercised in spatial planning and land use management. It must also give leadership to spatial budgeting in the municipality's budget or Medium-Term Expenditure Framework (MTEF) to support this process.

3. BACKGROUND AND PROBLEM STATEMENT

3.1. Hessequa Local Municipality is located in the Garden Route District Municipality. The larger towns in this Municipality include Riversdale, Heidelberg, Albertinia and Stilbaai. The other smaller towns include Jongensfontein, Melkhoutfontein, Slangrivier, Vermaaklikheid, Garcia, and Witsand.

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3.1.1. Locality Map depicting Hessequa Local Municipality



3.2. Hessequa Municipality needs to update and amend its 2017 MSDF to align with the 5-year term of the planned IDP 2022-2027. A 2023 Status Quo Report was developed inhouse by Hessequa Municipality with assistance from DEA&DP Spatial Planning.

3.3. The following spatial challenges have to be addressed in the Hessequa Municipal Area: urbanization, population growth, inadequate infrastructure, environmental sustainability and even social inequality.

(a) **Housing:** Due to Hessequa's stabilizing population numbers, and the diminishing allocations to provide top-structures or subsidized housing, the

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municipality is positioned to exploring alternative solutions to solving the housing and land access challenges within the municipality.

- (b) **Economic:** Towns like Stilbaai as the tourism and lifestyle settlement of choice by leveraging existing momentum of people moving to this settlement. Determine what services or facilities are needed that would encourage people to settle (such as private medical needs) and seek out providers to locate in Stilbaai as part of the economic, and tourism strategy. Longer term aspirations, such as the Heidelberg Industrial Development, Agro-processing and Green Industry zone need pre-feasibility and feasibility studies and enabling institutional and governance structures to be put in place to realize.
- (c) **Agriculture:** Although the agricultural sector is currently creating the greatest source of jobs, the situation could change due to economic and climatological reasons that will result in large-scale unemployment. For this reason, the tourism industry provides a potential economic lifeline for much of the study area's population. One of the corner stones of achieving integrated sustainable development to address the challenges facing the agricultural and tourism industry is highlighting the economic forces behind these sectors.
- (d) **Water:** Heidelberg, Witsand and Slangrivier have challenges in terms of Water Quality and Storage Capacity
- (e) **Invest in Sustainable Infrastructure Solutions:** There are an array of potential infrastructure solutions that can put the municipality on a better financial sustainability and resilience footing. These include determining the feasibility of water re-use technology upgrades at the Waste Water Treatment Works (WWTW), as well as to implement or attract electricity-diversification initiatives that decrease reliance on Eskom as the sole electricity provider. Longer term aspirations, such as the Heidelberg Industrial Development, Agroprocessing and Green Industry zone need pre-feasibility and feasibility studies and enabling institutional and governance structures to be put in place to realize.

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3.4. The MSDF can provide a strategic approach to guide spatial development, promote sustainable practices, improve infrastructure, enhance quality of life and achieving long-term goals. The preparation of this new MSDF must focus on using the 2023 status quo report to assist update the current town development proposals where required, updating policies, guidance, proposals and setting out an implementation plan that can be monitored and evaluated. The aim will be set the foundations for the be developed Capital Expenditure Framework and Implementation Plan. Particular focus should be paid to taking forward the provisions in 27(1) of SPLUMA to support better implementation of the MSDF through strengthening its relationship with the Municipality's Land Use Management Scheme.

4. OBJECTIVES OF THE PROJECT

4.1. The MSDF must align with the Hessequa Local Municipality Integrated Development Plan 2022 - 2027 as well as the National Spatial Development Framework, the Western Cape Provincial Development Framework, the Garden Route District SDF and neighbouring Municipal SDFs.

4.2. The MSDF must apply the Development principles set out in section 7 of the SPLUMA and meet the minimum content requirements as set out in the following legislation:

- (a) Section 2(4) of the MSA Local Government: Municipal Planning and Performance Regulations (2001);
- (b) Sections 12 and 21 of SPLUMA;
- (c) Section 10 of LUPA making use of the Status Quo Report; and
- (d) The Hessequa Municipality Municipal Planning By-Law as it relates to MSDF development;
- (e) NEMA;
- (f) National DALRRD National Department of Agriculture, Land Reform and Rural Development (DALRRD) published a manual on the preparation of SDFs titled "SDF Guidelines: Guidelines for the Development of Provincial, Regional and Municipal Spatial Development Frameworks and Precinct Plans" in an attempt to guide the development of SPLUMA compliant Spatial Development Frameworks; and

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(g) Western Cape DEA&DP toolkit on SDF's as guiding tools.

4.3. An overview of the legislation, policy, plans and guidance that must inform the preparation of an MSDF can be found in the MSDF Toolkit which can be requested from DEA&DP.

4.4. The MSDF must consist of the following sections:

(a) Introduction: Purpose, background, and process followed to compile the MSDF

(b) Policy Context

(c) A summary/assessment of the 2023 Status Quo Assessment to extract the key Spatial Challenges, Opportunities, Constraints and Risks in addition to any others that are found from other pieces of information.

(d) Spatial Vision, Concept and Strategies

(e) Spatial analysis of the existing and projected population and households per town/functional area, and economic growth trends of the municipality (Demographic and economic data provided on request to DEA&DP Spatial Planning)

(f) Quantify social facilities, land, and infrastructure needs/implications per town/functional area (Data provided on request to DEA&DP Spatial Planning)

(g) Delineate Functional Areas/Towns: Areas within and outside of a settlement that share similar density, urban form, service levels, and service requirements characteristics. These areas share the same engineering and utility service requirements and levels of service (or have similar upgrading needs).

(h) Updates to the Town Development Plans accompanied by a growth management plan that focuses on how the town or community intends to manage and accommodate growth over time. (Public participation findings provided on request to Hessequa Municipality.)

(i) Policies and Guidelines to support the Land Use Management Systems (LUMS) and budgeting.

(j) Spatial Proposals both at the municipal-wide and settlement scales. Assign a spatial investment priority to the functional areas/tons based on the Council for Scientific and Industrial Research (CSIR) settlement hierarchy.

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- (k) Implementation Framework, which should include implementation targets and monitoring and evaluation requirements (in line with section 21(p) of SPLUMA) which will feed into CEF to be developed.
- 4.5. The successful Service Provider is required to ensure that all the necessary requirements for an MSDF to be used as an environmental instrument in terms of the National Environmental Management Act (NEMA, Act No. 107 of 1998) are met. This may include the delineation of urban areas in terms of NEMA.
- 4.6. The process for the preparation of an MSDF, inclusive of public participation in the preparation of the MSDF, is set out in the following legislation:
 - (a) Section 20 of SPLUMA;
 - (b) Sections 11 - 14 of LUPA; and
 - (c) The Hessequa Local Municipality Municipal Planning By-Law as it relates to MSDF development.
- 4.7. The Public Participation Process as part of the Status Quo Report and IDP process was undertaken during the year 2022 and the findings should be used within this process. Similarly, Hessequa LM opted for an Intergovernmental Steering Committee (ISC). The inputs and comments from the ISC as well as the findings from the public participation can be provided by Hessequa Municipality.
- 4.8. As stated above, the emphasis with the compilation of this MSDF should be on making use of the latest MSDF Status Quo (developed in house), ensuring alignment with current plans, and on development of a a growth management plan from the updated town development plans, as well as addressing any gaps that may have been identified in the current MSDF. To achieve this, most of the work should be on the proposals and growth management sections of the MSDF. The existing MSDF and latest Status Quo should be used as the starting point.
- 4.9. A summary of the process requirements can be found in Annexure C of the Practice Note referred to in DEA&DP Circular 21 of 2020 (*website link: https://www.westerncape.gov.za/eadp/sites/eadp.westerncape.gov.za/files/atoms/files/Municipal%20Spatial%20Development%20Frameworks_Practice%20Notes_2020.pdf*).

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- 4.10. It is important to note that the public participation process must take appropriate steps to ensure that reasonable means have been implemented to engage with interested and affected parties in a manner that enables their participation, taking into consideration the needs of women, the youth, people with disabilities and people who may be illiterate.
- 4.11. The inputs and comments from the Intergovernmental Steering Committee (ISC) as well as the findings from the Public Participation Process (PPP) can be provided by Hessequa Municipality. The public participation process was covered in the status quo report and in parallel with the 2022 IDP process. The intention to compile a MSDF was also gazetted. The Service Provider must ensure that any outstanding PPP is fulfilled, such as the 60 day commenting period.
- 4.12. The National DALRRD published a manual on the preparation of SDFs titled “SDF Guidelines: Guidelines for the Development of Provincial, Regional and Municipal Spatial Development Frameworks and Precinct Plans” in an attempt to guide the development of SPLUMA compliant Spatial Development Frameworks (*website link: [http://mfma.treasury.gov.za/Documents/08.%20Planning,%20Budgeting%20and%20Reporting%20Reforms/Document%20Repository/Planning%20Reforms/SDF%20guidelines%2027-06-2017%20\(4\).pdf](http://mfma.treasury.gov.za/Documents/08.%20Planning,%20Budgeting%20and%20Reporting%20Reforms/Document%20Repository/Planning%20Reforms/SDF%20guidelines%2027-06-2017%20(4).pdf)*). Municipalities should consider these guidelines in developing MSDFs in line with the new role expected of an SDF as elaborated in the SPLUMA.
- 4.13. The objective of the appointment is thus to compile a Hessequa MSDF to ensure a credible, legally compliant and sustainable planning document for the Hessequa Municipality and its stakeholders using the manual prepared by DALRRD as well as the Western Cape DEA&DP toolkit on SDF’s as guiding tools.
- 4.14. The Hessequa MSDF should be developed to give effect to Section 21 of SPLUMA and the vision, objectives and strategies of the adopted Municipal IDP and must therefore attend to the following:
- (a) An agreed upon long term spatial development vision, which indicates a desired spatial growth and development pattern for the next 10 to 20 years.

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- (b) Give effect to the development principles and applicable norms and standards as set in Chapter 2 of SPLUMA.
- (c) Identify current and future significant structuring and restructuring elements of the spatial form of Hessequa, including development corridors, activity spines and economic nodes where public policy and private investment will be prioritised.
- (d) Include estimates of economic activity and employment trends and locations in the Municipal area for the next five to ten years.
- (e) Identify, quantify and provide location requirements of engineering infrastructure and services provision for existing and future development needs for the next five years.
- (f) Identify the designated areas where national or provincial inclusionary housing policy may be applicable.
- (g) Identify the designation of areas in whereby shortened land use development procedures may be applicable and land use schemes may be so amended.
- (h) Provide the spatial expression of the coordination, alignment and integration of sectoral policies of all Municipal departments at a Hessequa scale.

4.15. Other than meeting the MSDF content requirements as set out in SPLUMA, LUPA and the MSA, there are issues specific to Hessequa Municipality which the MSDF must address, including:

- (a) Incorporation of the Integrated Human Settlements Projects and earmarking appropriate locales for implementation with the aim to achieve the principles of Spatial Justice.
- (b) Articulation of a densification strategy in the MSDF, including the identification of areas where densification needs to be encouraged; the expression of densification constraints; and the determination of the appropriate densification typologies for the said areas; whilst weighing these factors against infrastructure readiness and/or infrastructure requirements to accommodate the desired densification.
- (c) Hessequa Municipality has an asset register where properties were identified with the intent to determine properties which are potentially suitable for development or repurposing, to meet various arenas of service delivery. The

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service provider shall be required to scrutinize, incorporate, and align the list of the Asset Register into the spatial concept for Hessequa Municipal Area, where appropriate.

- (d) Ensure alignment of the MSDF with the various engineering master plans and long-term financial plans.
- (e) Respond to the emerging issues that have been identified in the 2017 Hessequa MSDF Status Quo Report.
- (f) Take cognisance of the emergence of development trends and provide appropriate responses. Eg: Ensure that the MSDF provides sufficient detail for land use outside of the urban edge, in alignment with the Western Cape Rural Land Use Guidelines.
- (g) Incorporate Heritage Inventory and associated land use proposals in support of the management of the Heritage assets of the Municipality.
- (h) Incorporation of the findings of the Housing Market Studies to be developed for the Greater Hessequa Area.
- (i) If applicable, ensure that the MSDF is ready to guide the implementation of an Inclusionary Housing Policy for the Municipality, in accordance with Section 6.1.3 of the Western Cape Inclusionary Housing Policy Framework.
- (j) Amendment of the urban edge as a result of the above.

5. SCOPE OF WORK

5.1. The planning process will commence with the appointment of the Service Provider who is required to prepare a detailed Project Plan and Programme, in an Inception Report. This may require coordination with the existing IDP time schedule and process plan, where relevant.

5.2. The Inception Report will outline phasing and deliverables linked to delivery dates and invoicing, mutually agreed upon as per the Project Plan.

5.3. The Inception Report should consist of the following:

- (a) A comprehensive Project Plan sanctioned by the Project Steering Committee (PSC) in line with the MSDF guidelines related to phasing and deliverables prepared by the Department of Rural Development and Land Reform. This

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should include meeting the various requirements as set out in SPLUMA, LUPA and this Terms of Reference, bearing in mind the project time frame and the existing IDP time schedule and process plan. The Project Plan should outline the various reports or deliverables to be produced, the delivery dates and all planned meetings and workshops. Comment periods for draft documents should also be specified. The comprehensive Project Plan should be in line with the Bid submitted.

- (b) A schedule of payment indicating tasks and deliverables as per the Project Plan.
- (c) Confirmation of the Service Provider's project team.

6. PROJECT DELIVERABLES

6.1. All project deliverables are to be submitted to the DALRRD in reproducible electronic format/s (to be specified on appointment) as well as in printed format (number of copies to be specified on appointment). The project deliverables, in all prescribed formats, will become and remain the property of the DALRRD.

6.2. The deliverables must be submitted to the DALRRD on completion as per the timeframes outlined in the comprehensive Project Plan. The deliverables should include the following:

- (a) A draft MSDF report to be submitted to Council for adoption.
- (b) A draft MSDF report including the elements outlined in the different sections of the MSDF (see above) for consideration by the PSC and Inter-governmental Steering Committee if relevant.
- (c) A revised draft MSDF report (including the Implementation Plan) for submission to Council for approval to proceed with the public participation process.
- (d) A final Draft MSDF (bringing all of the above together, including the Implementation Plan), which has gone through the prescribed public participation processes and is ready to be approved by Council.
- (e) Schedule of comments received on the draft MSDF and responding statements on how these comments are addressed in the final MSDF document.
- (f) An executive summary of the final Draft MSDF which is suitable for inclusion in the IDP document.

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- 6.3. Further guidance on what should be contained in MSDF can be found in the DALRRD's SDF Guidelines, 2017.
- 6.4. The Service Provider will be required to provide the following services associated with the process of preparing the deliverables:
- (a) A draft notice has already gone out in 2021 to notify the public of commencement of the preparation of the MSDF in terms of Hessequa Planning By Law Chapter 2 Section 3(2), 2015.
 - (b) Attendance of project management meetings.
 - (c) Preparation of monthly progress reports.
 - (d) Scheduling of Project Steering Committee and Inter-Governmental Steering Committee meetings. Two ISC's have been held during the status quo report and comments have been received and inputted into the documents (This information can be provided on request by Hessequa Local Municipality). The draft MSDF will still need to be circulated to the ISC for comments.
 - (e) Attendance and preparation of Project Steering Committee meetings and relevant documentation as Attendance Registers, Agendas and Minutes.
 - (f) Preparing an overview presentation on the draft MSDF for the purposes of briefing Council.
 - (g) Preparation of notices notifying the public of the draft MSDF for comment.
 - (h) Preparation of programmes, presentations, attendance registers and minutes for stakeholder engagements
 - (i) Preparation of public participation process report recording all consultations undertaken. (This has already taken place and can be provided on request to Hessequa Local Municipality).
- 6.5. On completion of the project, the Service Provider must prepare a Project Close-Out Report including:
- (a) An overview of the process followed;
 - (b) A description of the public participation process followed;
 - (c) An outline of the portfolio of deliverables and evidence submitted; and

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- (d) Any areas of concern that were not addressed in the 2017 MSDF and 2023 Status Quo Report.

6.6. Detailed specifications for the final draft MSDF deliverable are:

- (a) Electronic copies of the final MSDF reports in Microsoft Word and in Adobe PDF format;
- (b) All spatial data from the maps produced should be handed to the DALRRD with Metadata;
- (c) An electronic copy of all agendas, minutes and attendance registers of all meetings, consultations, engagements etc. held pertaining to the project;
- (d) An electronic copy of all notices issued in terms of the public participation process and communication materials developed to enhance the public participation process;
- (e) All presentations in original and pdf format and/or other material presented during all stages of the MSDF drafting process;
- (f) The reports and other written documents generated and submitted to the municipality for consideration shall be prepared and submitted in MS Word;
- (g) All data shall be provided in open format, but preferably Shapefiles;
- (h) All data to include complete metadata as per SANS 1878;
- (i) The DALRRD will be the owners of the spatial data; (j) The maps in the MSDF shall be provided in:
 - A Common GIS format (shapefile/geodatabase/map package)
 - Jpeg format for photographs, graphic displays and static maps for translation and printing purposes.
- (k) Originals of graphics / photographs must be supplied;
- (l) The final MSDF shall be proofread, and copy edited by the Service Provider; and
- (m) An electronic Portfolio of Evidence consisting of all of the above, as well as all original public and stakeholder comments/ submissions received.

6.7. The GIS data must further meet the following requirements:

- (a) All maps should be in A4 size in the document;
- (b) Maps must be numbered and listed in the page of contents;

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- (c) All the text in the maps and the legends must be legible;
- (d) The same map template/ layout must be used throughout the document;
- (e) All maps should have the basic map elements, namely: a title, north arrow, legend, scale bar;
- (f) All the features on the map must be explained in the legend;
- (g) All mapping must be developed at an appropriate and readable scale;
- (h) All maps must also be available in Power Point Presentation format as well as the corresponding Map Document with all spatial information in shapefile or a geodatabase;
- (i) The final SDF Map should be printed on an A0 size; and (j) All maps must be included in the draft SDF document.

7. PROJECT PHASES DURATION AND COST

7.1. The timeframe envisaged for the duration of the project is approximately 12 months from the date of appointment. Ideally the time schedule for the project needs to coincide with the IDP process in order to ensure Council can adopt the final MSDF concurrently with the new/ amended IDP. It is expected of the Service Provider to ensure that sub-contractors/partners in the project adhere to the time commitments.

The bid proposal must conform to this requirement.

7.2. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled under Table1:

TABLE 1: PAYMENT AND SCHEDULE

PROJECT PHASES	% PAYABLE	TIME FRAMES	DELIVERABLE(S)
Phase 1: Project Inception and Planning	5%	2 weeks	Inception report (including Methodology, Stakeholder Engagement, Skills Transfer)
			Project Plan

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Phase 2: Situational Analysis (Status Quo Analysis)	10%	2 months	Review Situational Analysis and Status Quo Report (including Policy and Legislative Context/ SWOT Analysis/ Spatial Vision)
Phase 3: Spatial Development Proposals & Sectoral Analysis)	20%	2 months	Spatial Development Proposals Report (including current and future development trends/

PROJECT PHASES	% PAYABLE	TIME FRAMES	DELIVERABLE(S)
			alignment with National, Provincial and District Imperatives/ Infrastructure Investment and Expenditure/ Sector Development/ Priority Development Areas/ Nodes, Corridors etc)
Phase 4: Draft Spatial Development Framework (Text and Mapping)	30%	3 months	Draft SDF (Draft Text Document and Draft Maps)

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Phase 5: Stakeholder Engagement (Public Participation)	10%	2 months	Review of existing Stakeholder Engagement/ Public Participation Report (compliance with regulatory framework/ community engagement through the municipality/ engagement on development of the SDF/ incorporation of municipal priority needs for spatial planning and development)
Phase 6: Final Comprehensive MSDF (including Implementation Plan)	20%	2 months	Final Comprehensive Draft SDF document (text and mapping) with components of an Implementation Framework or Plan, Skills transfer program)
PROJECT PHASES	% PAYABLE	TIME FRAMES	DELIVERABLE(S)
Phase 7: CloseOut Report and Retention	5%	2 weeks	Copies of the Final SDF submitted to relevant Municipality (or to Municipal Council for approval)
Total	100%	12 months	

8. BUDGET

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

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9. PROJECT MANAGEMENT WITHIN DALRRD

- 9.1. The DALRRD will establish a Project Steering Committee (PSC), comprising officials, municipal representatives and key stakeholders that will be responsible for managing and overseeing the project.
- 9.2. The Service Provider and all team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties.
- 9.3. The selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the DALRRD.
- 9.4. 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.

10. MANDATORY REQUIREMENTS

Failure to submit the following requirements with the quote will disqualify the bidder's proposal:

10.1. Failure to submit the following requirements with the quote will disqualify the bidder's proposal:

- 10.1.1. The Project Manager **MUST** be a registered Professional Planner with SACPLAN and attach their:
 - Valid certificate downloaded from the SACPLAN website which reflects the details of the Registered Person, the certificate's validity period (dates) at the time of submitting the Bid.

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10.1.2. A fully completed pricing schedule on the prescribed template must be submitted
(SBD 3.3).

NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED.

11. TAX COMPLIANCE REQUIREMENTS

11.1. Bidders must ensure compliance with their tax obligations.

11.2. Bidders are required to submit their unique personal identification number (PIN) issued by sars to enable the organ of state to view the taxpayer's profile and tax status.

11.3. Application for Tax Compliance Status (TCS) or pin may also be made via e-filing.
In order to use this provision, taxpayers will need to register with sars as e-filers through the website www.sars.gov.za.

11.4. Bidders may also submit a printed TCS together with the bid.

11.5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number.

11.6. Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

12. CONSULTATION

12.1. The Service provider will be required to engage in a provincial consultation process (as per phase design), whereby the relevant provincial departments, districts ~ and local municipalities together with key stakeholders will be consulted on the draft document.

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

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13. REPORTING

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

13.2. All electronic and hard copy information captured/utilized to provide the output of the project remains the property of DALRRD. This data should be surrendered to the DALRRD 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.

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

13.3.1. All the end products (refer to list) have been delivered, and

13.3.2. The Chief Director: Planning Facilitation is satisfied that all requirements have been met.

14. REQUIRED INFORMATION ON HUMAN RESOURCES

14.1. The service provider is expected to provide information on available human resource capacity who will be directly involved in the project, including but not limited to: short CV, indicating relevant qualifications and experience as required by these Terms of Reference; full contact details (office, fax and cell phone, and email), as well as the contact details of relevant National, Provincial / District and Local Government officials who will have a role in providing.

15. COMPETENCIES OF THE SERVICE PROVIDER

15.1. A multi-disciplinary professional project team is required.

15.2. The Service Provider project team must have sound knowledge and vast experience in similar type of projects in the following specialist fields: spatial planning, land use

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management, project management, GIS as well as municipal finance and civil engineering.

15.3. The project manager should be a Professional Planner (minimum academic Bdegree in Town and Regional Planning) with a minimum of 10 years proven experience/track record of relevant spatial planning and project management, and professional registration and in good standing with the South African Council for Planners (SACPLAN). **Bids that do not meet these requirements for the project manager will be disqualified**

15.4. The professional planner must have demonstrable experience in integrating land use management, environmental, heritage and sector planning (transport, human settlements, economic, etc.) with spatial planning.

15.5. Other than the Project Manager / Professional Planner, the successful service provider's professional team should at least consist of the following practitioners:

- (a) Professional Planner - Appropriate B-degree or accredited Town Planning qualification or equivalent qualification approved by SACPLAN;
- (b) A GIS Practitioner – Appropriate B-degree accredited GIS qualification or equivalent qualification approved by the South African Geomatics Council (SAGC);
- (c) A Professional Engineer/ Technologist – Minimum B-degree in Civil Engineering, and professional registration with the ECSA/SAICE;
- (d) Environmentalist - Minimum B-degree in Environmental Management and professional registration with the SACNASP.

15.6. If any project team member is to be replaced after the submission of the tender, it will only be acceptable by written agreement of the DALRRD.

15.7. Service providers may have to employ other professionals to execute activities which require specific expertise. However, the successful Service Provider is still responsible for the delivery and quality control of all services and the Municipality will not be bound by separate third-party agreements.

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15.8. Knowledge, experience, and expertise applicable to the rewrite/ drafting of the MSDF is listed below:

15.9. **Declaration of Interest:** Service Providers must declare **ANY FORM of interest** in the project or other projects that may be construed (by the municipality, other applicants or interested and affected parties) as having an impact on the envisaged outcomes of this bid. Failure to declare any such interest could result in the cancellation of the bid by the Municipality. See the attached declaration form.

16. EVALUATION CRITERIA

This bid shall be evaluated on the basis of functionality and in accordance with 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022 as stipulated below.

16.1. First Stage - Evaluation of Functionality

Functionality will be evaluated by independent Members of the Bid Evaluation Committee in accordance with the functionality criteria and values illustrated below. The applicable values that will be utilized when scoring each criteria ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent**

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT/ TOTAL
PROJECT MANAGER	The Project Manager MUST be a registered Professional Planner with SACPLAN with 10 years proven management skills and experience in undertaking and managing SDF (preferably municipal or local SDF) projects. - Valid certificate downloaded from the SACPLAN website which reflects the details of the Registered Person, the certificate's validity period (dates) at the time of submitting the Bid. - Curriculum Vitae (CV) including a detailed profile of all work experience. <u>Project Managing professional town planning work:</u> - Professional Planner with no proven management skills and experience in projects of similar scope and character to that envisioned in these terms of reference – Unacceptable = 0 - Professional Planner as Project Manager with proven management skills and experience in undertaking and managing between 1-2 M/LSDF projects or projects of similar scope and character to that envisioned in these terms of reference - Excellent – Poor = 1 - Professional Planner as Project Manager with proven management skills and experience in undertaking and managing 3-4 M/LSDF-projects or projects of similar scope and character to that envisioned in these terms of reference – Average = 2 - Professional Planner as Project Manager with proven management skills and experience in undertaking and managing 5 M/LSDF-projects or projects of similar scope and character to that envisioned in these terms of reference – Good = 3 - Professional Planner as Project Manager with proven management skills and experience in	10

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT/ TOTAL
	undertaking and managing 6-9 M/LSDF-projects or projects of similar scope and character to that envisioned in these terms of reference – Very Good = 4 vi. Professional Planner as Project Manager with proven management skills and experience in undertaking and managing 10 or more M/LSDFprojects or projects of similar scope and character to that envisioned in these terms of reference – Excellent = 5	
	<u>Professional Town Planning Experience of the Project Manager:</u> NB: Details to be provided in the CV of the Project Manager and/ or list of projects undertaken by the Project Manager, and the number of years of experience particularly related to spatial development frameworks (SDFs). i. 1-2 years' experience in SDF (preferably M/LSDF) development – Poor = 1 ii. 3-4 years' experience in SDF (preferably M/LSDF) development – Average = 2 iii. 5-10 years' experience in SDF (preferably M/LSDF) development – Good = 3 iv. 11-14 years' experience in SDF (preferably M/LSDF) development – Very Good = 4 v. 15 years and more experience in SDF (preferably M/LSDF) development – Excellent = 5	10

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	Composition of the Technical Team to be utilized in the execution of the project consists of: • One (1) Professional Town and Regional Planner (additional to the Project Manager), • One (1) GISc Technologist • One (1) Professional Engineer/ Engineering Technologist • One (1) Environmentalist	
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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT/ TOTAL
	NB: Each team member to have relevant tertiary level qualifications and at least 5 years' experience in their respective fields. Where team members are more than one in a particular profession, only one person may be scored or averaged depending on how the Bidder indicates in the proposal, the project team will be composed. It is the Bidder's responsibility to indicate the main members of the team and to ensure that all qualifications, registrations are attached. (Attach copies of qualifications, registration certificates and CVs for each team member indicating details of all relevant work experience).	

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	Professional Town and Regional Planner (1 person additional to Project Manager) Weight = 5 The Professional Town and Regional Planner must • be a registered Professional Planner with SACPLAN; Valid certificate downloaded from the SACPLAN website which reflects the details of the Registered Person, the certificate's validity period (dates) at the time of submitting the Bid. • Attach appropriate B-degree accredited Town Planning qualification or equivalent qualification approved by the SACPLAN; • have 5 years post qualification experience in spatial planning and land use management (SPLUM); (attach Curriculum Vitae (CV) including a detailed profile of all work experience). i. 1 year (or less) experience in spatial planning and land use management – Poor = 1 ii. 2-4 years' experience in spatial planning and land use management – Average = 2	5
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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT/ TOTAL
	iii. 5 years' experience in spatial planning and land use management – Good = 3 iv. 6-7 years' experience in spatial planning and land use management - Very good= 4 v. 8 or more years' experience in spatial planning and land use management – Excellent = 5	

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	GISc Technologist (1 person) Weight = 5 The GISc Technologist must • be a registered GISc Technologist with the SAGC (attach copy of proof of registration); • Attach appropriate B-degree accredited GIS qualification or equivalent qualification approved by the South African Geomatics Council (SAGC); • have 5 years post qualification experience in support of spatial planning/ urban and regional planning projects, preferably on SDFs (attach Curriculum Vitae (CV) including a detailed profile of all work experience). i. 1-2 years' experience in GIS / support to spatial planning projects (preferably SDFs) – Poor = 1 ii. 3-4 years' experience in GIS / support to spatial planning projects (preferably SDFs) – Average = 2 iii. 5 years' experience in GIS / support to spatial planning projects (preferably SDFs) – Good = 3 iv. 6-7 years' experience in GIS / support to spatial planning projects (preferably SDFs) - Very good= 4 v. 8 or more years' experience in GIS / support to spatial planning projects (preferably SDFs) – Excellent = 5	5
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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT/ TOTAL
	Professional Engineer / Engineering Technologist (1 person) Weight = 5 The Professional Engineer/ Technologist must • be a registered Professional Engineer/Technologist with the ECSA/SAICE (attach copy of proof of registration); • have appropriate B-degree accredited Civil Engineering qualification or equivalent qualification approved by ECSA/SAICE • have 5 years post qualification experience in Engineering/ Infrastructure Planning, preferably at local level (attach Curriculum Vitae (CV) including a detailed profile of all work experience). i. 1-2 years' experience in Engineering / Infrastructure Planning / Capital Expenditure Frameworks (preferably related to SDFs) – Poor = 1 ii. 3-4 years' experience in Engineering / Infrastructure Planning / Capital Expenditure Frameworks (preferably related to SDFs) – Average = 2 iii. 5 years' experience in Engineering / Infrastructure Planning / Capital Expenditure Frameworks (preferably related to SDFs) – Good = 3 iv. 6-7 years' experience in Engineering / Infrastructure Planning / Capital Expenditure Frameworks (preferably related to SDFs) - Very good= 4 v. 8 or more years' experience in Engineering / Infrastructure Planning / Capital Expenditure Frameworks (preferably related to SDFs) – Excellent = 5	5

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT/ TOTAL
	Environmentalist (1 person) Weight = 5 The Environmentalist must: • be registered with the SACNASP (attach copy of proof of registration); • Attach appropriate B-degree accredited Environmental Management qualification or equivalent qualification approved by SACNASP; • have 5 years post qualification experience in support of Environment Planning (attach Curriculum Vitae (CV) including a detailed profile of all work experience). i. 1-2 years' experience in Environmental Management/ Environmental Planning/ Environmental Frameworks (preferably related to SDFs) – Poor = 1 ii. 3-4 years' experience in Environmental Management/ Environmental Planning/ Environmental Frameworks (preferably related to SDFs) – Average = 2 iii. 5 years' experience in Environmental Management/ Environmental Planning/ Environmental Frameworks (preferably related to SDFs) – Good = 3 iv. 6-7 years' experience in Environmental Management/ Environmental Planning/ Environmental Frameworks (preferably related to SDFs) – Very good= 4 v. 8 or more years' experience in Environmental Management/ Environmental Planning/ Environmental Frameworks (preferably related to SDFs) – Excellent = 5	5

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT/ TOTAL
COMPANY REFERENCES	Company reference letters indicating specific experience on spatial development frameworks (SDFs): The company is required to have undertaken a minimum of five projects (preferably in the last 5 years), specifically on Spatial Development Frameworks (SDFs), provincial SDFs, District SDFs and Local Municipality SDFs. Experience on SDFs could also be identified as an outcome of other related projects undertaken as part of work within the Spatial Planning and Land Use Management fields e.g. Land Use Schemes, Spatial Development Framework, Provincial Growth and Development Strategy (PGDS), National/Provincial Master Plans. It is the responsibility of the Bidder to ensure that the Reference Letters indicate the specific SDF title/ work/ outcome, and clarity provided should the subject heading of the Reference Letter, not be specifically on SDFs. NB: (<u>Attach a Portfolio of evidence:</u> at least a minimum of five reference letters/ completion certificates/ letters of previous successful work performed by the company. The certificates/ letters must be on the bidders' Client' official letterheads with traceable contact details of the referees and these must be duly signed). As far as possible, the content of the reference letters/ testimonials must indicate the type of services rendered, period and value of the project. Contracts, Service Level Agreements and Purchase Orders will not be considered as proof of experience. i. 1-2 duly signed reference letters/ completion certificates/ letter of previous successful work performed by the company demonstrating work completed specifically on SDFs. – Poor (1)	10

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	ii. 3-4 duly signed reference letters/ completion certificates/ letters of previous successful work performed by the company demonstrating work completed specifically on SDFs – Average (2)	
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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT/ TOTAL
	iii. 5 duly signed reference letters/ completion certificates/ letters of previous successful work performed by the company demonstrating work completed specifically on SDFs. – Good (3) iv. 6-7 duly signed reference letters/ completion certificates/ letters of previous successful work performed by the company demonstrating work completed specifically on SDFs. - Very good (4) v. 8 and above duly signed reference letters/ completion certificates/ letters of previous successful work performed by the company demonstrating work completed specifically on SDFs.- Excellent (5)	

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COMPANY PROFILE EXPERIENCE	The Service Provider/ Company must have a company profile and indicate a list of work projects undertaken on spatial planning and land use management, where at least spatial development frameworks (SDFs) formed a key component, and such profile and list indicates five (5) years of capable experience. NB: A company profile must be attached indicative of the capability to undertake the project and, contain a list of work projects with the following details:- • Project Name • Client • Project Duration (Start and End dates) • Budget Amount • Contactable Persons (Client Department/ Municipality) i. Company Profile and List of Projects indicate proficiency and experience in spatial planning and land use management, particularly SDF development capabilities of between 1-2 years - Poor (1) ii. Company Profile and List of Projects indicate proficiency and experience in spatial planning	10
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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT/ TOTAL
	and land use management, particularly SDF development capabilities of between 3-4 years – Average (2) iii. Company Profile and List of Projects indicate proficiency and experience in spatial planning and land use management, particularly SDF development capabilities of 5 years – Good (3) iv. Company Profile and List of Projects indicate proficiency and experience in spatial planning and land use management, particularly SDF development capabilities of between 6-9 years - Very good (4) v. Company Profile and List of Projects indicate proficiency and experience in spatial planning and land use management, particularly SDF development capabilities of 10 years and more - Excellent (5)	

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PROJECT METHODOLOGY	The project proposal must contain a detailed methodology on how the project will unfold, the approach to execute the project as per the scope of work, an indication of best practices, risks and challenges and, skills transfer and capacity building. • The degree to which the methodology proposed is sound, professional, realistic and logical; • Method and clarity regarding the outputs/ deliverables of the project; • Indicators and means of verifying progress; • Quality assurance steps indicated; • Clear reporting mechanisms. i. The methodology does not outline the requirements as specified in the ToR – Poor = 1 ii. The methodology inadequately and poorly addresses requirements in the ToR – Average = 2 iii. The methodology adequately addresses the requirements in the ToR and is acceptable – Good = 3 iv. The methodology adequately addresses the specified requirements in the ToR and illustrates	30
CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT/ TOTAL
	innovative aspects for implementation - Very good= 4 v. The methodology addresses all specified requirements in the ToR, illustrates innovation in project delivery and, contains additional valueadded phases and activities towards skills transfer and capacity building – Excellent = 5	

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PROJECT PLAN	The Project Plan, which should form part of the project proposal, must contain a description or explanation of the key phases and activities, timelines, allocation of team members/ personnel to the activities, and summarized in Gantt Chart (Gantt Chart to illustrate the phases, activities, deliverables, resources, timelines and budget as minimum). i. The Project Plan does not contain the key requirements and cannot be implemented – Poor = 1 ii. The Project Plan and Gantt Chart contains basic information and limited for implementation – Average = 2 iii. The Project Plan and Gantt Chart contains the minimum requirements and is acceptable for implementation – Good = 3 iv. The Project Plan and Gantt Chart contains the minimum requirements, and demonstrates innovation towards implementation - Very good= 4 v. The Project Plan and Gantt Chart contains exceeds the minimum requirements, contains innovation towards implementation and, demonstrates skills transfer and capacity building as part of the project phasing – Excellent = 5	10
TOTAL		100

NB: 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 (Price).

16.2. Second Stage – Evaluation in terms of 80/20 Preference Points System as prescribed in the Preferential Procurement Regulations, 2022

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

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$$Ps = 80 (1 - Pt - P_{min} / P_{min})$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price value of offer tender consideration

Pmin = Price value of lowest acceptable tender

(b) A maximum of 20 points may be awarded to a tenderer for being an HDI and/or subcontracting with as HDI and/or achieving any of the specified goals stipulated in Regulation 4.

(c) The points scored by tenderer in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.

(d) Only the tender with the highest number of points scored may be selected

16.3. Stipulation of preference point system to be used.

The department hereby stipulate the preference point system which will be applied in the adjudication of price quotations:

Historically disadvantaged individuals:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
I. A person historically disadvantaged by unfair discrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation-	10
a) Before 27 April 1994	
b) On or before 27 April 1994 and who would be entitled to acquire citizenship by naturalisation prior to the date	
II. Who is female	5
III. Who is disabled	2
IV. Specific goal: Youth	3

Total point of price and HDIs must not exceed

100

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16.3.1. When calculating prices:

- a) Unconditional discounts must be taken into account for evaluation purposes; and
- b) Conditional discounts must not be taken into account for evaluation purposes but should be implemented when payment is affected.
- c) The formulae to be utilized in calculating points scored for price are as follows:
80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

achieve the minimum qualifying score for functionality of 60 points out of 100 points will be evaluated further in accordance with the price.

17. TERMS AND CONDITIONS OF THE BID

17.1. Awarding of the bid will be subject to the service provider's express acceptance of the DALRRD Supply Chain Management's general contract conditions.

17.2. The DALRRD and Service Provider will sign a Services Level Agreement upon appointment and a Memorandum of Agreement.

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

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 organize the progress report meetings and have one of their representatives assigned to taking minutes and circulating them to the PSC members.

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- 17.4. Any deviation from the project plan should be put in writing and signed by the project manager.
- 17.5. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 17.6. Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 17.7. When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at **no** charge to DALRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DALRRD.
- 17.8. Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department of Agriculture, Land Reform and Rural Development.
- 17.9. No material or information derived from the provision of the services under the contract may be used for any other purposed except for those of the DALRRD, except where duly authorized to do so in writing by the DALRRD.
- 17.10. Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DALRRD.
- 17.11. The successful Service Provider agrees to keep confidential all records and information of, or related to the project and not disclose such records or information to any third party without the prior written consent of DALRRD
- 17.12. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.
- 17.13. Duration of the project e.g. respective financial year/s where obtainable from SACPLAN, that indicates 'good standing' of the Registered Person.

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18. OPT-OUT CLAUSE

18.1. The Department reserve the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.

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

19. FINANCIAL PENALTIES

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

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

19.2. Failure to meet all the final deliverables by the delivery date will result in a deduction of a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime rate for each day of delay.

19.3. Payments will be made only for work performed to the satisfaction of the Municipality. Original invoices to substantiate all costs must be provided. The invoices should include the Municipality's order number that will be provided 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.

20. PAYMENTS

20.1. Payments will be made only for work performed to the satisfaction of the PSC in recommendation to the DALRRD. The service provider will only be paid according to

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deliverable successfully achieved (per phase), as per approved program of action, to the satisfaction of the PSC together with the Memorandum of Agreement.

20.2. Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

20.3. 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, for what purpose those hours spent and to what extent the objectives were achieved. No copies or e-mailed invoices will be processed.

20.4. Official telephone and fax calls, including cell phone calls (an itemized billing will be required as proof of official or work-related calls).

21. UNDUE DELAY REMEDIES

21.1. Should it be found that the delay of the project in terms of the agreed time period is unreasonable then for every 5 (five) days or other stipulated time frame there shall be a penalty in terms of percentages which will be deducted from the payment as indicated below:

Table 3: Remedies

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
Phase 1:	5%	10%	25%	50%	75%	100%
Phase 2:	10%	10%	40%	60%	80%	100%
Phase 3:	20%	20%	25%	50%	75%	100%
Phase 4:	30%	30%	40%	50%	85%	100%

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Phase 5:	10%	20%	40%	75%	85%	100%
Phase 6:	20%	40%	60%	75%	85%	100%
Phase 7:	5%	10%	25%	50%	75%	100%
TOTAL	100%					

22. RETENTION

22.1. 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.

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

23. EXTRA WORK

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

24. REPORTING AND ACCOUNTABILITY

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

24.2. All information captured and or used to generate the outputs of the project remains the property of the municipality and the DALRRD and must be handed over in its totality when the project is closed. The municipality and DALRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (MSDF) OF HESSEQUA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE, FOR A PERIOD OF TWELVE (12) MONTHS.

or reached during the course of the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing).

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

- a) All the end products have been delivered and (all deliverables per phase to be approved by the PSC),
- b) A formal presentation has been made to the Chief Directorate: Planning Facilitation, and
- c) The Chief Director: Planning Facilitation is satisfied that all requirements have been met.

24.4. A pricing schedule submitted on a separate sheet from the technical proposal for ease of evaluation. The pricing schedule should include the following: a) All monetary amounts must be in South African Rand;

b) Disbursements must be indicated separately and inclusive; and vat must be included.

24.5. Copyright, patent rights and other similar rights in any works, products or digital/spatial information created as a result of the performance of this tender and its assignments shall vest in and are hereby transferred to the Municipality, unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties.

24.6. All information documents, digital/spatial information, records, and books provided by the Municipality to any Service Provider in connection with the proposal or otherwise are strictly private and confidential. The Municipality reserves the right to disclose any information provided by any Service Provider to any of the employees of the Municipality.

24.7. General arrangements applicable to the abovementioned meetings are as follows:

- (a) The venue for PSC Meetings will be decided upon by the Municipality. These meetings could be virtual or in-person;
- (b) The Service Provider will be responsible for preparing the draft Invitation and Agenda for all meetings and the Municipal Manager: Spatial and Economic Development will assist in extending the invitations to participants to attend the relevant meetings and the distribution of the minutes;

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- (c) The Service Provider shall be responsible for the taking, drafting and distributing of minutes of all meetings.

24.8. The DALRRD will be responsible for any publications / advertisements and associated costs related to the MSDF. Publications/ advertising are to be compliant with the prescripts of SPLUMA, LUPA and the Municipal By-Law.

25. DECLARATION OF CONFIDENTIALITY

25.1. The Service Provider shall regard all information in, or in support of the project, as confidential and may not use any information for personal or 3rd party gain.

25.2. All communication with the media regarding this project (if any) will be conducted through the communication component of the Municipality.

26. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

• Chief Directorate: Planning Facilitation

14 Long Street, Cape Town, 8000

Department of Agriculture, Land Reform and Rural Development Private Bag X833
Cape Town 8000

Attention: Mr. Ashley Hay

Telephone: 012 312 8027

Email: AshleyH@dalrrd.gov.za

25.2. All supply chain management enquiries related to this bid call must be forwarded to:

• Supply Chain Management Enquiries:

Ms. Melissa Andrews Telephone: (021) 409 0526

Email: MelissaAn@dalrrd.gov.za

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27. PUBLICATIONS AND OBTAINABILITY OF BID DOCUMENT

Departmental website and e-tender portal

- Period – 14 Days
- Bid document will be available and published on the E-tender portal ; www.dalrrd.gov.za & <https://admin.etenders.gov>

28. SUBMISSION OF PRPOSAL

The prospective service provider must submit the proposal before or on the closing date: **21 December 2023** at the following addresses:

Physical Address: 14 Long Street, Cape Town, 8000

GROUND FLOOR (SECURITY AREA)