

LA 1.2

5/2/2/1- DALRRD 0001 (2024/2025)

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE GREATER KWAZULU-NATAL URBAN SPATIAL TRANSFORMATION AND ECONOMIC TRANSITION REGION WITHIN A PERIOD OF FIFTEEN (15) MONTHS.

CLOSING DATE: 10 JUNE 2024 @ 11:00

NB: THERE WILL BE NO BRIEFING SESSION.

TECHNICAL ENQUIRIES : Mr Ross Hoole
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BID RELATED ENQUIRIES : Mr Clifford Mahlase / Mr Abie Olyn
TEL : (012) 312 8381 / 8387
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NB: BID CLOSING ADDRESS:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
600 LILLIAN NGOYI STREET, PRETORIA, 0001

TECHNICAL PROPOSAL PART 1 OF 2

LA 1.1



agriculture, land reform & rural development

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

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Abie Olyn: **Tel:** (012) 312 8383

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

BID NUMBER: 5/2/2/1- DALRRD 0001(2024/2025)

CLOSING TIME: 11H00

CLOSING DATE: 10 JUNE 2024

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

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

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 16 MAY 2024

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	5/2/2/1- DALRRD 0001(2024/2025)	CLOSING DATE:	10 JUNE 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE GREATER KWAZULU-NATAL URBAN SPATIAL TRANSFORMATION AND ECONOMIC TRANSITION REGION WITHIN A PERIOD OF FIFTEEN (15) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
600 LILLIAN NGOYI STREET,					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Clifford Mahlase / Ms Nokuthula		CONTACT PERSON	Mr Ross Hoole	
TELEPHONE NUMBER			TELEPHONE NUMBER	082 855 6711	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Cliffordm@dalrrd.gov.za , Abie.Olyn@dalrrd.gov.za		E-MAIL ADDRESS	Ross.Hoole@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

SBD4

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

SBD4

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

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

Js475wc

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

BID PROCESS (EQUAL OR BELOW R 50 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:

	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)
<p>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-</p> <p>a) Before 27 April 1994 l. On or before 27 April 1994 and who would be entitled to acquire</p>	8		

citizenship by naturalisation prior to the date.			
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Promotion of enterprises located in a KZN province.	3		

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

(I) A maximum of 8 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** $\times 8 \div 100 =$ 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 2 points may be allocated to tenderers who are youth, on the following basis:

- **Percentage ownership equity** $\times 2 \div 100 =$ number of points claimed.

(V) A maximum of 3 points may be allocated to tenderers for locality, 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 2.12 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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/ documentation stated in the conditions of this tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

- 4.3 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.
- 4.4 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. SUB-CONTRACTING

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

YES		NO	
-----	--	----	--

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted:%
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:

6.2. Company registration number:

6.3. 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]

6.4. 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:



CHIEF DIRECTORATE: SPATIAL DEVELOPMENT PLANNING

Private Bag X 833, PRETORIA, 0001; 600 Lilian Ngoyi Street, Berea Park, Pretoria, 0001 | Private Bag X833, Pretoria, 0001

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE GREATER KWAZULU-NATAL URBAN SPATIAL TRANSFORMATION AND ECONOMIC TRANSITION REGION WITHIN A PERIOD OF FIFTEEN (15) MONTHS

1. INTRODUCTION

- 1.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) requests the services of one (1) firm or consortium of multi-disciplinary and suitably qualified firms to develop a Regional Spatial Development Framework for the Greater KwaZulu-Natal Urban Spatial Transformation and Economic Transition Region within a period of fifteen (15) months.

2. BACKGROUND

- 2.1. The Spatial Planning and Land Use Management Act, Act 16 of 2013 (SPLUMA) was signed into law on 02 August 2013 and formally published in the Gazette on the 05 August 2013. The SPLUMA came into operation on 01 July 2015 and the Regulations to SPLUMA came into operation on 13 November 2015.
- 2.2. The SPLUMA further provides for the preparation of Spatial Development Frameworks (SDFs) by all three spheres of government. In terms of the **SPLUMA the term “region”** is defined, in relation to a regional spatial development framework, as a circumscribed geographical area characterized by distinctive economic, social or natural features which **may or may not correspond to the administrative boundary** of a province or provinces or a municipality or municipalities.
- 2.3. Section 18 of SPLUMA deals with Regional Spatial Development Frameworks (RSDF) and allows the Minister, after consultation with the Premier and Municipal Councils responsible for the geographical area, to publish a notice in the government Gazette and media declaring a geographic area of the Republic to be a region for the purpose of this section of the Act when necessary to give effect to the national land use policies or priorities in any specific geographic area of the Republic in addition to the Spatial Development Frameworks applicable to such area. This is done in a transparent manner, giving the public an opportunity to comment on the proposed region. Section 19 outlines the content of such a RSDF.
- 2.4. In March 2022 Cabinet approved the National Spatial Development Framework in terms of Section 13 of SPLUMA. The NSDF identifies the most urgent short-term, strategic spatial development catalysts to bring about radical spatial transformation at scale, manage and mitigate rising national risks, and move our country at speed towards the long-term Ideal National Spatial Development Pattern. These areas, of which there are five types, are called National Spatial Action Areas (NSAAs). Figures 1: Represent the Ideal National Spatial Pattern as defined.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE GREATER KWAZULU-NATAL URBAN SPATIAL TRANSFORMATION AND ECONOMIC TRANSITION REGION WITHIN A PERIOD OF FIFTEEN (15) MONTHS

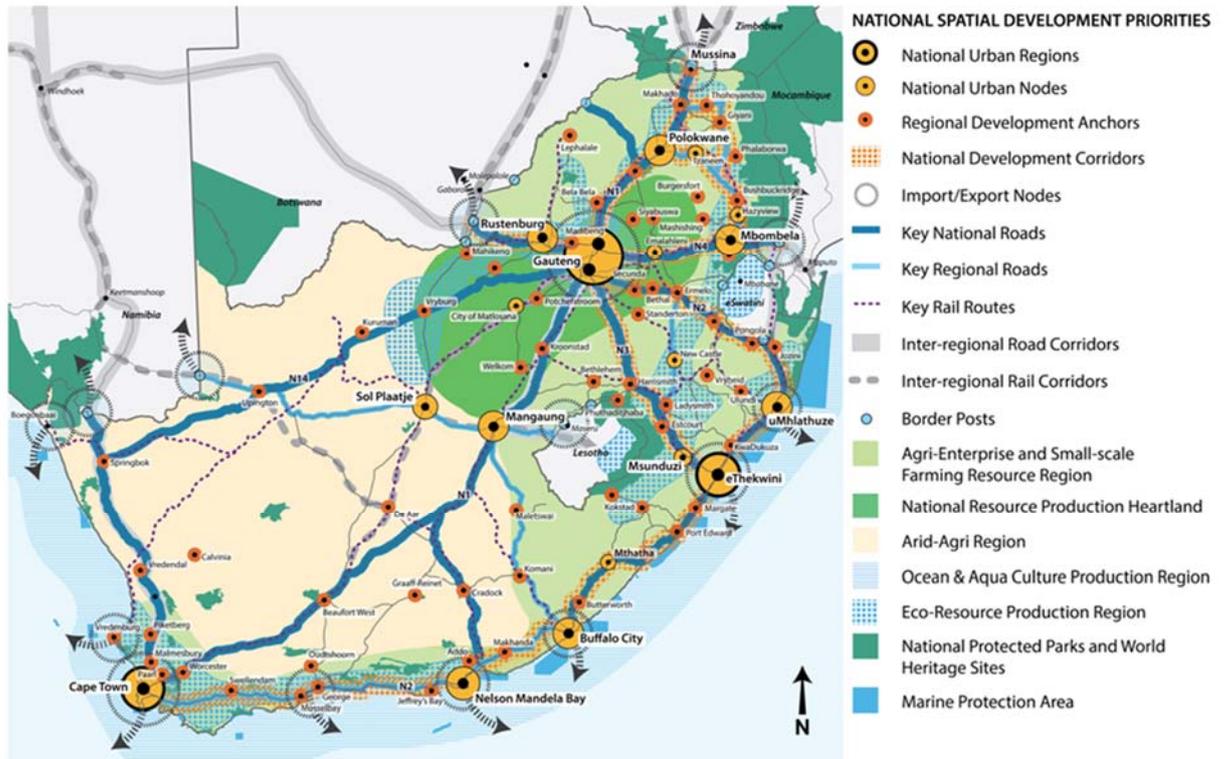
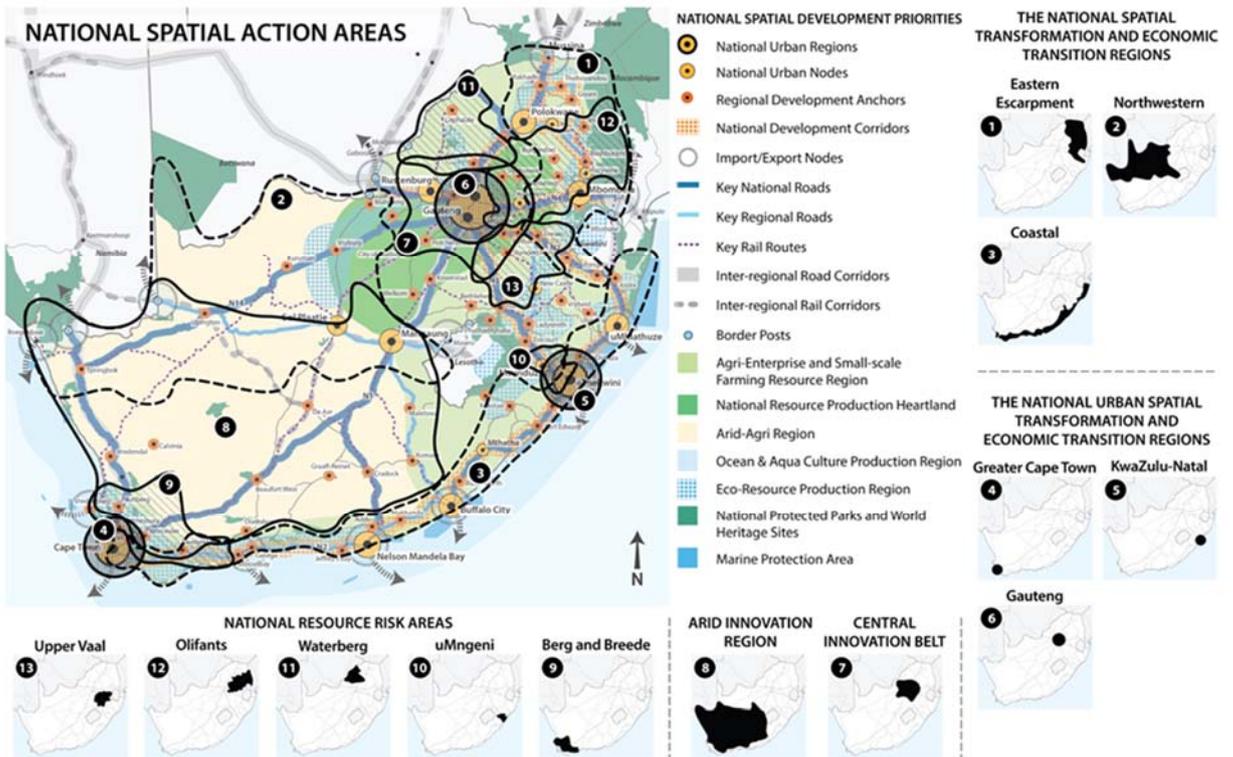


Figure 2. Represent the NSAA as defined in the NSDF.



2.5. The NSAAs represent the most critical sub-national regions/areas for bringing about and/or catalysing national spatial transformation and economic transition at scale; and the most stressed sub-national regions/areas in terms of current, rising and anticipated national risks.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE GREATER KWAZULU-NATAL URBAN SPATIAL TRANSFORMATION AND ECONOMIC TRANSITION REGION WITHIN A PERIOD OF FIFTEEN (15) MONTHS

- 2.6. In terms of the National Urban Spatial Transformation and Economic Transition Regions, these spaces are important in terms of future population concentrations, economic activity and opportunity and are fundamental to the future of the country and the realisation of the desired Ideal National Spatial Development Pattern.
- 2.7. These regions are increasingly struggling to deal with the challenges of service provision, housing, unemployment, crime, environmental degradation, transport and infrastructure maintenance. At the same time, they all still need to decisively deal with the historical legacies of spatial segregation, economic exclusion and inequality, which is showing little sign of disappearing, and has, in many cases, taken on worrying new forms. Yet, despite the many challenges these regions face, they are still areas of hope and opportunity for millions of migrants from within our national borders and further afield.
- 2.8. The NSAA's are key components of our Ideal National Spatial Development Pattern, and as such, they also require planning, budgeting and action/investment, along with the rest of the country, until 2050. Focusing on the next five years is just the beginning, and the first in a series of carefully sequenced five-year NSAA-plans.
- 2.9. To pro-actively establish and support a more compact urban form through government investment in regional scale planning for a desired urban form towards 2050, the following are important drivers; High-density subsidized/social housing; Public transport infrastructure; intergovernmental agreements on the need to curb sprawl and enforcing measures to ensure this; and targeted human capital development to ensure optimization of the youth dividend and ensure gender and social inclusion in urban development.
- 2.10. The NSDF proposes the development of a Regional Spatial Development Framework to address at least the following issues: Residential densification near employment nodes and the urban core of the Greater KwaZulu-Natal Region. Accommodating expected population growth towards 2050; Spatial economic restructuring; Intra-regional connectivity; Urban sprawl mitigation measures; Protection of agricultural land for food security; Focus-areas for investment in education and skills development targeted at youth; and Revisiting and customizing the level of social service provision to accommodate a polycentric nodal system for dense metropolitan regions (i.e. a customized 'Social Services Wheel' from the NSDF).

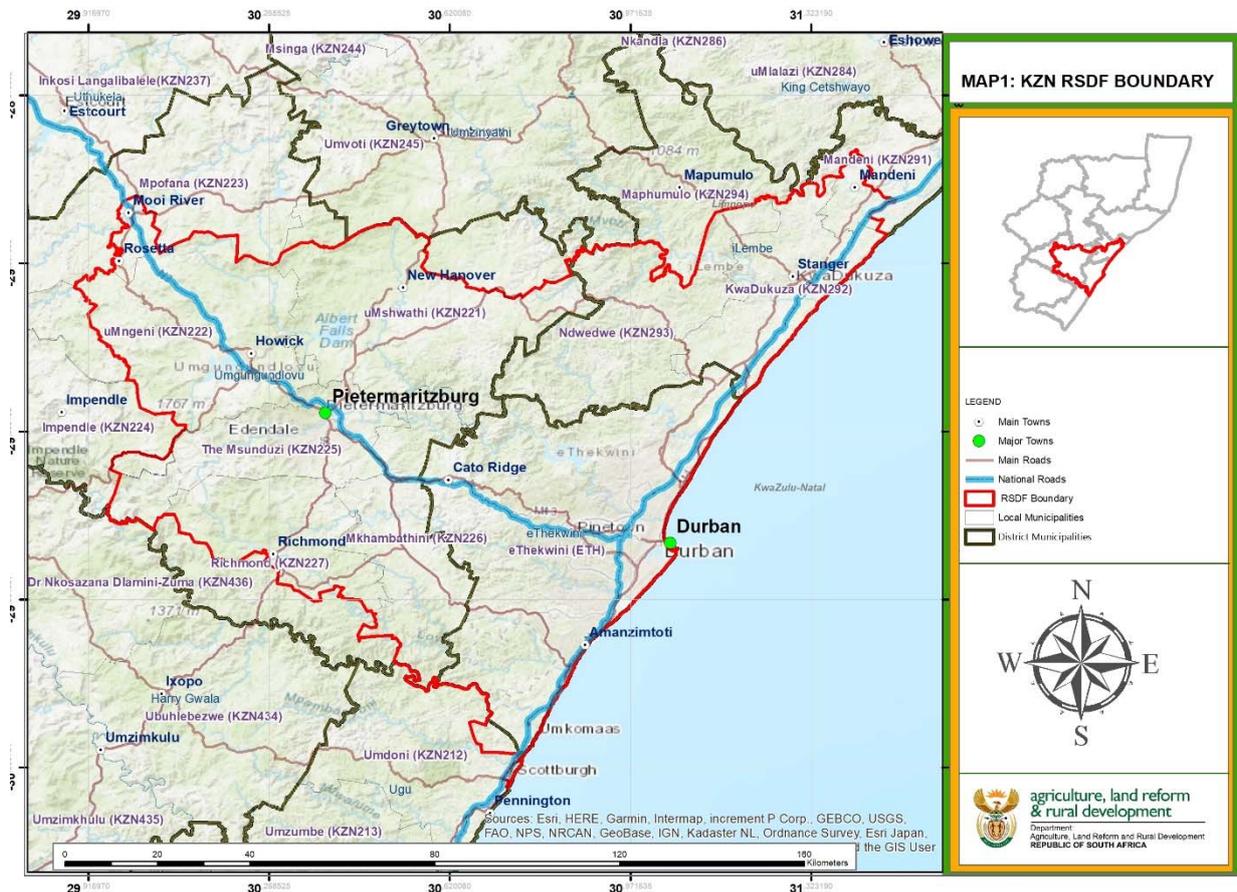
3. OBJECTIVES

- 3.1. The main objective of the project is to develop the Regional Spatial Development Framework that will present a composite spatial development vision for the area and will guide planning and development decisions across all sectors of government in addition to the other planning policy and frameworks that are applicable in the area.

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4. SCOPE OF WORK

4.1. The project entails the development of a Regional Spatial Development Framework for the area as depicted in the map below.



4.2. The proposed RSDF impacts on the following **part or the whole of the** municipalities: eThekweni Metropolitan Municipality, uMgungundlovu District Municipality (Richmond, Msunduzi, uMngeni and Mpofana, uMshwathi, Impendle and Mkhambathini Local Municipalities), iLembe District Municipality, (KwaDukuza, Mandeni, Ndwedwe Local Municipalities), and Ugu District Municipality (uMdoni Local Municipality).

4.3. The RSDF must assist in providing guidance in addressing but not limited to the following issues within the region:

- 4.3.1. Transit and Logistics through its entire value chain (focussing on the role of the N3 and Strategic Infrastructure Projects (SIP) 2 Initiative amongst others).
- 4.3.2. Settlement dynamics and residential densification near employment nodes and the urban core of the Region.
- 4.3.3. Accommodating expected population growth towards 2050.
- 4.3.4. Spatial economic restructuring.
- 4.3.5. Intra-regional connectivity.

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- 4.3.6. Protection of agricultural land for food security.
- 4.3.7. 'Focus-areas' for investment in education and skills development targeted at youth.
- 4.3.8. Revisiting and customizing the level of social service provision to accommodate a polycentric nodal system for dense metropolitan regions (i.e., a customized 'Social Services Wheel' from the NSDF); and,
- 4.3.9. Improving the institutional and cooperative governance in the region.
- 4.3.10. Disaster risk reduction.
- 4.4. The RSDF must rationalise aspects of Municipal, Provincial and National planning and interventions impacting the area.
- 4.5. The successful service provider will also be expected to undertake all necessary steps to achieve all deliverables as stated in this Terms of Reference.

5. DELIVERABLES

The appointed service provider will be required to deliver the following to the Department:

5.1. Project Inception Report

- 5.1.1. The planning process will commence with the appointment of the Service Provider who is required to prepare a detailed Project Plan and Programme, in the Inception Report. The Inception Report will outline phasing and deliverables linked to delivery dates and invoicing, mutually agreed upon as per the Project Plan.
- 5.1.2. A comprehensive Project Plan which should meet various requirements as set out in SPLUMA, SDF Guidelines and this Terms of Reference, bearing in mind the project time frame. 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.
- 5.1.3. The inception report must include a schedule of payment indicating tasks and deliverables as per the Project Plan.
- 5.1.4. The inception report must include a confirmation of the Service Provider's project team.
- 5.1.5. The Inception Report must be submitted to the department seven (7) days from the date of appointment.

5.2. Regional Spatial Development Framework Deliverables

- 5.2.1. A Regional Situational Analysis report/ status quo report to be submitted to the department for consideration and adoption by the project team and Project Steering committee. This status report should include but not be limited to the policy context within which the region would be operating, regional socio-economic profile, regional natural environment analysis and climate change

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implications, regional land development analysis, regional movement and telecommunication analysis and regional engineering service infrastructure analysis as well as a synthesis analysis of the identified spatial challenges, opportunities and risks. This phase of the project must include a comprehensive analysis of the work that has been completed in the region undertaken by the various spheres of government.

- 5.2.2. The bidder must include a comprehensive analysis of existing planning directives (IDPs / SDFs) of the Province of KwaZulu-Natal, and the affected District and Local Municipalities. This phase must further include an analysis of additional work / studies that have been completed that will have an impact on the proposed RSDF. Studies referred to inter alia includes but are not limited to studies completed by KZN COGTA such as the Provincial Spatial Targeting Tool, the Small-Town Revitalisation Strategy (compiled by EDTEA), and the eThekweni Economic Regional Study. The list of relevant documents is quite extensive, and such document will be made available to the preferred service provider once appointed.
- 5.2.3. It is envisaged that this phase will not only be a summary of what exists, but rather a critical analysis undertaken with innovation that will add value to the work already completed in this area.
- 5.2.4. A Spatial Vision for the Region must be formulated which conceptually highlights the future development concept for the Region with specific reference also to the structure, role and function envisaged for each sphere of government. The Regional Vision must be supplemented with a set of Development Principles (multi-sectoral) for the Region.

5.3. Draft Regional Spatial Development Framework Report

The following be delivered to the department:

- 5.3.1. A draft RSDF report must be inclusive of an Implementation Framework for consideration by the project Committee and inter-governmental steering committee if relevant.
- 5.3.2. A revised draft RSDF report (including the Implementation Plan) for submission to Municipal Councils, the Provincial Executive, and the Minister for approval to proceed with the public participation process.
- 5.3.3. A final draft RSDF (bringing all the above together, including the Implementation Plan), which has gone through the prescribed public participation processes and is ready to be approved by Councils, PEC and the Minister and gazetted in terms of SPLUMA.
- 5.3.4. A schedule of comments received on the draft RSDF and responding statements on how these comments have been addressed in the final RSDF document.
- 5.3.5. An executive summary of the final Draft RSDF not more than 30 days.

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5.5. The Service Provider will be required to provide the following services associated with the process of preparing the deliverables:

- a) Preparation of all draft public notices and gazette in terms of section 18 of SPLUMA.
- b) Attendance of all RSDF meetings as per project plan and as and when required.
- c) Preparing all presentations related to the project for the purposes of briefing all stakeholders affected by the project.
- d) Preparation of programmes, presentations, attendance registers and minutes for public meetings / stakeholder engagements.
- e) Facilitation of public meetings / stakeholder engagements; and,
- f) Preparation of monthly progress reports.

5.6. Any other requirement as may be mutually agreed upon during the cause of the project.

6. Technical Specification for deliverables

6.1. The reports and other written documents generated and submitted to the department for consideration shall be prepared and submitted in Microsoft Word, Microsoft Power Point (where a presentation is required) and Adobe PDF format.

7. Format of GIS Data

- 7.1. All GIS data used and created during the project will be provided in a format which is compatible to the client's systems, but as a minimum be submitted as follow:
- 7.2. A GIS database (MS Access database, Geodatabase and Map file/package); and,
- 7.3. Spatial data in a Geographic WGS84 (Hartebeesthoek 1994) spheroid.
- 7.4. Metadata records must be captured in line with the South Africa National Standard (SANS -1878).
- 7.5. Spatial information captured must be in line with Regulation 5(2) of the Spatial Data Infrastructure Act, 2003.
- 7.6. All work relating to spatial information remains the property of the state and shall be disseminated in line with the policy on pricing of spatial information products and services.

8. SKILLS REQUIREMENTS

8.1. The Service Provider project team must have a sound knowledge and vast experience in similar types of projects in the following specialist fields: spatial planning, land use management, project management, GIS, as well as economic development and civil engineering.

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- 8.2. The project manager must be a Professional Planner (minimum academic B-degree in Town/Urban and Regional Planning) with a minimum of 15 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) in terms of the Planning Profession Act, 36 of 2002 as a Professional Planner. (Certificate of Registration and Letter of Good Standing) **Bids that do not meet these requirements for the project manager will be disqualified.**
- 8.3. The professional planner must have demonstrable experience in Spatial Planning and Land Use Management, environmental, sector planning (transport, human settlements, economic, etc.).
- 8.4. The project team must include a GIS Practitioner registered with the South African Geomatics Council (SAGC) (Previously PLATO) in terms of the Geomatics Profession Act 19 of 2013, as a Professional GISc Practitioner. (Certificate of Registration) **Bids that do not meet these requirements for the GIS Professional will be disqualified.**
- 8.5. Other than the project manager / professional planner and the GIS practitioner, the successful service provider's professional team should at least consist of the following practitioners:
- 8.5.1. A Professional Engineer – Minimum bachelor's or equivalent degree in Civil Engineering, and registration with the Engineering Council of South Africa (ECSA) in terms of the Engineering Profession Act, 46 of 2000, as a Professional Engineer (Certificate of Registration);
 - 8.5.2. An Environmental Specialist – Minimum bachelor's or equivalent degree in Environmental related field;
 - 8.5.3. 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 Department; and,
 - 8.5.4. 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 department will not be bound by separate third-party agreements.
- 8.6. Knowledge, experience and expertise applicable to the drafting of the RSDF is listed below:

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No.	Skillset	Knowledge, experience, and expertise
1.	Spatial Development Planning (Registered Professional Planner)	<ul style="list-style-type: none"> • Minimum of fifteen (15) years post SACPLAN registration experience, including Land Use Management, spatial planning, and precinct planning. • Minimum of fifteen post SACPLAN registration (15) years' experience in development analysis and planning, and socio-economic profiling. • Experience in integrating land use management, environmental, heritage and sector planning (transport, human settlements, economic, etc.) with spatial planning. • Sound understanding of the SPLUMA
2.	Project management	<ul style="list-style-type: none"> • Proven management skills for projects of similar scope and character. • The ability to manage the process and ensure coordination, integration and alignment of plans, policies, and strategies of all spheres of government. • Experience in innovative public participation at a municipal level. • Report writing and facilitation skills. • The ability to produce thorough, readable, and informative reports and other material. • The project manager should be a Professional Planner registered with SACPLAN.
3.	Spatial Planning (Registered Town Planner)	<ul style="list-style-type: none"> • At least 3 registered professional planners with 7 years' post registration experience each and expertise in spatial planning practices of a similar scale and nature
4.	GIS (Registered Professional GISc Practitioner)	<ul style="list-style-type: none"> • Technical skills to develop maps and other spatial information. • Geographical information handling, analysis, and interpretation skills; and, • Understanding of GIS applications and spatial data queries.
5.	Engineering (Registered Professional Engineer)	<ul style="list-style-type: none"> • Minimum of five (5) years' experience in integrated infrastructure demand analysis and planning, capital project investment planning, analysis, prioritization, and budget planning. • Proven experience and knowledge of the full lifecycle of infrastructure planning and design, including project conceptualization, master planning, project preparation and project readiness, infrastructure delivery systems. • Knowledge of municipal powers and functions, service delivery and governance related legislation. • Knowledge and experience in municipal engineering services.

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No.	Skillset	Knowledge, experience, and expertise
6.	Environmental management	<ul style="list-style-type: none"> • Sound knowledge of environmental legislation, institutional structures and environmental assessment and management practice. • Proven competence to analyse the environment in such a way as to identify significant issues, problems and characteristics and distinguish between underlying causes and superficial symptoms. • Proficiency in integrating and coordinating significant components of both the socio-economic and biophysical environments in such a way as to evaluate options and trade-offs and facilitate sound decision making; and, • The ability to offer innovative solutions to address any identified issues in the municipal area.
7.	Economic development	<ul style="list-style-type: none"> • Ability to utilize existing policies pertinent to economic and regional development to supplement the SDF. • Experience in urban development, the economics of development regulations and public private partnerships. • Understanding of local government's role within the regional economy as well as the main cross border relationships with adjacent municipalities. • Demonstrated understanding the relationships between various economic variables and the environmental, social and infrastructure contexts; and, • The ability to offer innovative solutions to address any relevant issues identified in the municipal area.

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

9. PROJECT DURATION AND PAYMENT MILESTONES

9.1. The project will commence after the letter of appointment has been issued and Service Level Agreement has been signed which will expire in fifteen (15) months thereafter and is subject to addition, extension or early termination, depending on the need and performance assessment of the service provider.

9.2. The DALRRD reserve full rights to implement the above-mentioned clause.

TABLE 3: PROJECT DURATION

PHASES	% PAYABLE	TIME FRAMES	SUBMISSION / OUTPUT
Phase 1: Inception report	5%	2 weeks	Final inception report
			Stakeholder Engagement Plan

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PHASES	% PAYABLE	TIME FRAMES	SUBMISSION / OUTPUT
Phase 2: Regional Situational Analysis and Regional Spatial Vision and Development Principles	20%	3 months	Spatial Analysis and Proposal Report; and Consultation report.
Phase 3: Draft KwaZulu-Natal RSDF	30%	4 months	Draft RSDF Report
Phase 4: Consultation on Draft KwaZulu-Natal RSDF	25%	4 months 2 weeks	Full Consultation Report and Amended Draft RSDF Gazette Notice
Phase 5: Final Comprehensive KwaZulu Natal RSDF	15%	3 months	Final Comprehensive Draft RSDF document Final Implementation Framework RSDF Summary report
Retention	5%		
Total	100%	15 months	

10. CONTENTS OF THE PROJECT PROPOSAL

10.1. A clear and concise project proposal covering the aspects listed below as well as responding to the terms of reference is required.

10.1.1. An executive summary of the key issues covered in the Proposal.

10.1.2. A profile of each employee/company to work on the project with clear references to similar and related work undertaken in the past with clear evidence where a person member participated in or managed certain projects in the past which bears relevance to the work at hand. A clear indication of actual roles and responsibilities must be presented with verifiable proof.

10.1.3. General methodology for undertaking work of this nature. The methodology should also indicate the project milestones that will be used to measure the project progress and a clear approach towards stakeholder engagement.

10.1.4. Certified copies of all certificates, references, professional registration, and related certification for all members of the proposed team must be attached.

10.1.5. Any other information relevant to the determination of the suitability of the interested bidder for this project should be listed.

10.1.6. The following technical information **must** be submitted with the bid proposal:

- a) Relevant professional experience of the team leader and core supporting experts.
- b) Organisational, managerial, and technical ability.
- c) Full CVs of all proposed team members.

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- d) Minimum 3 contactable current and previous client references for 3 different clients.
- e) Associations and Professional Affiliations of companies and individuals.

11. INFORMATION GATHERING

- 11.1. The selected service provider will be expected to contact all the relevant officials and units within all spheres of government and other stakeholders of government or any entity holding information relevant to the project to obtain relevant information that will be required for the project when a need arises.
- 11.2. Existing information, which is available within the DALRRD Branch: Spatial Planning and Land Use Management will be made available to the appointed service provider during the execution of the project.
- 11.3. In the case where a letter to confirm and motivate for requesting information from the different spheres of government or parastatals is required, the Department will provide the requested letter.
- 11.4. Notwithstanding anything written in these terms of reference, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.

12. TECHNICAL MANDATORY REQUIREMENTS

- 12.1. **NB: Failure to submit or adhere to the following requirements will disqualify the bidder's proposal:**
 - 12.1.1. The project leader must be registered with South African Council for Planners (SACPLAN) and in good standing in terms of the Planning Profession Act, 2002 as a Professional Planner (attach a copy of a valid Certificate of Registration indicating validity period).
 - 12.1.2. The GIS Specialist must be registered with South African Geomatics Council (SAGC) (Previously PLATO) in terms of the Geomatics Profession Act 2013, as a Professional GISc Practitioner (attach a copy of Certificate of Registration).
 - 12.1.3. Service providers must have a provincial footprint in KwaZulu-Natal Province. (Proof of physical address in a form of lease agreement or municipal account must be attached).

13. REPORTING AND ACCOUNTABILITY

- 13.1. All team members must be available for the duration of the project and the service provider is not allowed to change the composition without prior consent of the department.
- 13.2. During the execution of the project, the service provider will be required to submit monthly progress reports and attend meetings at intervals as it will be determined by the project team or steering committee managing the project.

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- 13.3. All information captured and or used to generate the outputs of the project remains the property of DALRRD and must be handed over in its totality when the project is closed. DALRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and DALRRD. This agreement must be reached and signed off together with the project plan before the project commences.

14. EVALUATION CRITERIA

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

14.1. First Stage-Evaluation of Functionality

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

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

CAPABILITY: TEAM LEADER EXPERIENCE, TRACK RECORD AND COMPETENCY

WEIGHTING = 30	VALUE	SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE
Qualification and registration Weighting = 10		Team leader must be a registered Town Planner plus a minimum of 15 years' post registration working experience in a spatial planning environment: Attach copy of a valid SACPLAN certificate and a detailed CV.
	score 5	Registration with SACPLAN as a Professional Planner plus 20 or more years post registration experience in Spatial Planning Environment.
	score 4	Registration with SACPLAN as a Professional Planner plus more than 15 but less than 20 years post registration experience in Spatial Planning and Land Use Management Environment.
	score 3	Registration with SACPLAN as a Professional Planner and 15 years post registration experience in Spatial Planning Environment.
	score 2	Registration with SACPLAN as a Professional Planner and more than 10 but less than 15 years post registration experience in Spatial Planning Environment
	score 1	Registration with SACPLAN as a Professional Planner with less than 10 years post registration experience in Spatial Planning Environment.

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WEIGHTING = 30	VALUE	SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE
Project Management Weighting = 10	Professional Planner as Project Manager with proven management skills and at least 3 to 5 years experience in undertaking and managing SDF-projects or projects of similar scope and character to that envisioned in these terms of reference: Attach a copy of valid SACPLAN registration certificate and a detailed CV.	
	score 5	Professional Planner as Project Manager with proven management skills and experience in undertaking and managing between 8 or more SDF-projects or projects of similar scope and character to that envisioned in these terms of reference
	score 4	Professional Planner as Project Manager with proven management skills and experience in undertaking and managing more than 5 but less than 8 SDF-projects or projects of similar scope and character to that envisioned in these terms of reference
	score 3	Professional Planner as Project Manager with proven management skills and experience in undertaking and managing 3 to 5 SDF-projects or projects of similar scope and character to that envisioned in these terms of reference
	score 2	Professional Planner as Project Manager with proven management skills and experience in undertaking and managing 1 or less than 3 SDF-projects or projects of similar scope and character to that envisioned in these terms of reference.
	score 1	Professional Planner as Project Manager with proven management skills and experience in undertaking and managing less than 1 SDF-projects or projects of similar scope and character to that envisioned in these terms of reference
Service Provider experience Weighting = 10	Service Provider must have successfully managed at least 5 SDF-projects or projects of similar scope and character to that envisioned in these terms of reference: at least a minimum of five completion certificates/letters of previous successful work performed by the company, the certificates/ letters must be on the bidders' Client' official letterheads with contact details and it must be duly signed.	
	score 5	8 or more SDF-projects or projects of similar scope and character to that envisioned in these terms of reference
	score 4	6 to 7 SDF-projects or projects of similar scope and character to that envisioned in these terms of reference
	score 3	5 SDF-projects or projects of similar scope and character to that envisioned in these terms of reference
	score 2	3 to 4 SDF-projects or projects of similar scope and character to that envisioned in these terms of reference
	score 1	1 to 2 SDF-projects or projects of similar scope and character to that envisioned in these terms of reference

COMPOSITION OF TECHNICAL TEAM TO BE UTILIZED

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WEIGHTING = 40	VALUE	SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE
Spatial Planning (Registered Town Planner) Weighting = 10		At least 3 registered Professional planners with 7 years' post registration experience each and experience in spatial planning environment: Attach a copy of valid SACPLAN registration certificate and a detailed CV.
	score 5	6 or more registered Professional planners with 7 years' post registration experience each and experience in spatial planning environment
	score 4	4 to 5 registered Professional planners with 7 years' post registration experience each and experience in spatial planning environment
	score 3	3 registered Professional planners with 7 years' post registration experience each and experience in spatial planning environment
	score 2	1 to 2 registered Professional planners with 7 years' post registration experience each and experience in spatial planning environment
	score 1	No registered professional planner with 7 years' post registration experience each and experience in spatial planning environment
Economic Development Weighting = 10		Team member must at least have 5 years' experience and expertise in economic development of a similar scale and nature: Attach a detailed CV.
	score 5	7 or more years' experience and expertise in economic development of a similar scale and nature.
	score 4	More than 5 years and less than 7 years' experience and expertise in economic development of a similar scale and nature.
	score 3	5 years' experience and expertise in economic development of a similar scale and nature.
	score 2	More than 1 less than 5 years' experience and expertise in economic development of a similar scale and nature
	score 1	1 year or less experience and expertise in economic development management of a similar scale and nature
Infrastructure service delivery / civil engineering Weighting = 5		Team member must at least have 5 years' experience and expertise in infrastructure service delivery/ civil engineering: Attach a detailed CV
	score 5	8 or more years' experience and expertise in infrastructure service delivery / civil engineering.
	score 4	More than 5 years and less than 8 years' experience and expertise in infrastructure service delivery / civil engineering
	score 3	5 years' experience and expertise in infrastructure service delivery/ civil engineering
	score 2	More than 1 year less than 5 years' experience and expertise in infrastructure service delivery/ civil engineering

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WEIGHTING = 40	VALUE	SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE
	score 1	1 year or less experience and expertise in infrastructure service delivery / civil engineering
GIS projects Weighting = 10	Team member with 5 years' experience post registration as a Professional GISc Practitioner (attach a copy of Certificate of Registration) and expertise in GIS projects of a similar scale and nature: Attach a detailed CV and registration certification.	
	score 5	8 or more years' experience post registration as a Professional GISc Practitioner and expertise in GIS projects of a similar scale and nature
	score 4	More than 5 years and less than 8 years' experience post registration as a Professional GISc Practitioner and expertise in GIS projects of a similar scale and nature
	score 3	5 years' experience and expertise in GIS projects of a similar scale and nature
	score 2	More 1 less than 5 years' experience post registration as a Professional GISc Practitioner and expertise in GIS projects of a similar scale and nature
	score 1	1 year or less experience post registration as a Professional GISc Practitioner and expertise in GIS projects of a similar scale and nature
Environmental Specialist Weighting = 5	A team member with at least 5 years' experience and expertise in environment planning of a similar scale and nature: Attach a detailed CV.	
	score 5	8 or more years' experience and expertise in environment planning.
	score 4	More than 5 years and less than 8 years' experience and expertise in environment planning.
	score 3	5 years' experience and experience and expertise in environment planning.
	score 2	More than 1 years and less than 5 years' experience and expertise in environment planning.
	score 1	1 year or less experience and expertise in environment planning.

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METHODOLOGY

TOTAL WEIGHTING = 30	MAX Value	INTERPRETATION OF THE TERMS OF REFERENCE AND QUALITY OF THE METHODOLOGY AND PROJECT PLAN PRESENTED
Understanding of scope of work Weighting =10	Understanding of scope of work	
	score 5	An excellent indication given of deliverables required aligned to this Terms of Reference.
	score 4	A very good indication given of deliverables required aligned to this Terms of Reference.
	score 3	A good indication given of deliverables required aligned to this Terms of Reference.
	score 2	Average indication given of deliverables required aligned to this Terms of Reference.
	score 1	Poor indication given of deliverables required aligned to this Terms of Reference.
A clear indication of deliverables Weighting = 10	A clear indication of deliverables	
	score 5	An excellent indication given of deliverables required aligned to this Terms of Reference.
	score 4	A very good indication given of deliverables required aligned to this Terms of Reference.
	score 3	A good indication given of deliverables required aligned to this Terms of Reference.
	score 2	An Average indication given of deliverables required aligned to this Terms of Reference.
work breakdown structure Weighting = 5	Work breakdown structure	
	score 5	An excellent and detailed work breakdown structure provided indicating tasks, resources allocated and timeframes applicable
	score 4	A very good work breakdown structure is provided but does not indicate all tasks, resources allocated and timeframes applicable
	score 3	A good work breakdown structure is provided and does not indicate all tasks, resources allocated and timeframes applicable
	score 2	An average work breakdown structure is provided and does not indicate all tasks, resources allocated and timeframes applicable
Schedule of team members weighting= 5	Schedule of team members	
	score 5	Excellent detailed schedule of all team members provided
	score 4	A very good and acceptable schedule of team members is provided but does not provide enough detail
	score 3	breakdown structure is provided
score 2	Average detailed schedule of all team members provided	

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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE GREATER KWAZULU-NATAL URBAN SPATIAL TRANSFORMATION AND ECONOMIC TRANSITION REGION WITHIN A PERIOD OF FIFTEEN (15) MONTHS

TOTAL WEIGHTING = 30	MAX Value	INTERPRETATION OF THE TERMS OF REFERENCE AND QUALITY OF THE METHODOLOGY AND PROJECT PLAN PRESENTED
	score 1	No schedule of team members is provided.

The Bids that fail to achieve a minimum of 60 points for functionality will be disqualified and will not be invited for the second stage of evaluations in accordance with 80/20 preference points system as stipulated above.

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

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

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

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

4.2.2.2. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (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)
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-	8		

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE GREATER KWAZULU-NATAL URBAN SPATIAL TRANSFORMATION AND ECONOMIC TRANSITION REGION WITHIN A PERIOD OF FIFTEEN (15) MONTHS

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.			
I. Who is female	5		
II. Who has a disability	2		
III. Specific goal: Youth	2		
IV. Specific goal: Locality Promotion of enterprises located in a KZN province.	3		

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

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

5. PROJECT MANAGEMENT WITHIN DALRRD

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

6. OUTCLAUSE

6.1. The Department of Agriculture, Land Reform and Rural Development reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.

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

7. PUBLICATION

7.1. 21 days advertisement.

7.2. Tender Bulletin

7.3. Departmental Website

7.4. National Treasury E-portal

7.5. No briefing session

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8. TECHNICAL ENQUIRIES

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

**CHIEF DIRECTORATE: SPATIAL DEVELOPMENT PLANNING
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
PRIVATE BAG X833
PRETORIA
0001**

Attention: Ross Hoole

Telephone: 0828556711

Email: Ross.Hoole@dalrrd.gov.za

9. Supply Chain Management Enquiries

All Supply Chain Management enquiries related to this bid must be forwarded to:

Mr. Abe Olyn

BIDS Unit

(012) 312 8387

Email: Abie.Olyn@dalrrd.gov.za

LA 1.2

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APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A REGIONAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE GREATER KWAZULU-NATAL URBAN SPATIAL TRANSFORMATION AND ECONOMIC TRANSITION REGION WITHIN A PERIOD OF FIFTEEN (15) MONTHS.

CLOSING DATE: 10 JUNE 2024 @ 11:00

NB: THERE WILL BE NO COMPULSORY BRIEFING SESSION.

TECHNICAL ENQUIRIES : Mr Ross Hoole
TEL : 0828556711
EMAIL : Ross.Hoole@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr Clifford Mahlase / Mr Abie Olyn
TEL : (012) 312 8381/ 8387
EMAIL : cliffordM@dalrrd.gov.za ; abie.olyn@dalrrd.gov.za

NB: BID CLOSING ADDRESS:
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
600 LILLIAN NGOYI STREET, PRETORIA, 0001

PART 2 OF 2
FINANCIAL PROPOSAL

Name of Bidder:

NB: REFER TO THE PARAGRAPH 9 OF THE TERMS OF REFERENCE

PHASES	TIME FRAMES	% PAYABLE	TOTAL COST
Phase 1: Inception report	2 weeks	5%	R.....
Phase 2: Regional Situational Analysis and Regional Spatial Vision and Development Principles	3 months	20%	R.....
Phase 3: Draft KwaZulu Natal RSDF	4 months	30%	R.....
Phase 4: Consultation on Draft KwaZulu Natal RSDF	4 months 2 weeks	25%	R.....
Phase 5: Final Comprehensive KwaZulu Natal RSDF	3 months	15%	R.....
Retention	1 month later	5%	R.....
TOTAL COST EXCLUDING VAT			R.....
VAT 15%			R.....
TOTAL COST INCLUDING VAT			R.....

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

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

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

8. If not firm for the full period, provide details of the basis on which

Bid Initials
 Bid's Signature Page 54 of 55
 Date:.....

Name of Bidder:

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
PRIVATE BAG X 833
PRETORIA
0001

TECHNICAL ENQUIRIES

Attention: Ross Hoole
Telephone: 0828556711
Email: Ross.Hoole@dalrrd.gov.za

Supply Chain Management Enquiries

Supply Chain Related Enquiries: Mr Abie Olyn
Telephone number: (012) 312-8387
E-mail: Abie.olin@dalrrd.gov.za