

## SSC WC 08 (2024/2025) DALRRD

THE APPOINTMENT OF A SERVICE PROVIDER TO COMPILE A PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR THE WESTERN CAPE, FOR A PERIOD OF 24 MONTHS

### **CLOSING DATE:**

DATE: 05 NOVEMBER 2024

TIME: 11:00 AM

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

**TECHNICAL ENQUIRIES** : Mr. Ashley Hay  
TEL : (012) 312 8027  
MOBILE : 082 307 5352  
EMAIL : [AshleyH@dalrrd.gov.za](mailto:AshleyH@dalrrd.gov.za)

**BID RELATED ENQUIRIES** : Ms Mpho Mudau  
TEL : (021) 409 0551  
EMAIL : [Mpho.Mudau@dalrrd.gov.za](mailto:Mpho.Mudau@dalrrd.gov.za)

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**Chief Directorate:** Provincial Shared Service Centre: **Sub-Directorate: Demand** and Acquisition  
Management Services: **Enquiries:** Ms Melissa Andrews: **Tel:** (021) 409 0526

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

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**BID NUMBER:** SSC WC 08 (2024/2025) DALRRD

**CLOSING TIME:** 11H00

**CLOSING DATE:** 05 NOVEMBER 2024

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

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

Yours faithfully

**MS RACHEL MASWANENG**  
**ACTING DEPUTY DIRECTOR: SUPPLY CHAIN AND FACILITIES**  
**MANAGEMENT SERVICES**  
**DATE: 16/10/2024**

**MAP TO BIDDER BOX (B BOX)**

**SSC WC 08 (2024/2025) DALRRD CLOSING DATE: 05 NOVEMBER  
2024 AT 11:00 AM.**

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

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

**THE SBD FORMS MUST BE SIGNED IN THE ORIGINAL**

**AND WITH BLACK INK SUBMIT ALL BIDS ON THE**

**OFFICIAL FORMS – DO NOT**

**RETYPE.**

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

**(Department of Agriculture, Land Reform and Rural Development)**

**Demand and Acquisition Management**

**(BIDS)**

**GROUND FLOOR (SECURITY AREA)**

**14 LONG STREET**

**CAPE TOWN**

**8000**

**THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE,  
LAND REFORM AND RURAL DEVELOPMENT IS OPEN 8 HOURS A DAY, 5  
DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 AM WHICH IS THE  
CLOSING TIME OF BIDS.**

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

**SUBMIT YOUR BID IN A SEALED ENVELOPE**

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT July  
2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## **7. Performance**

7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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

**PART A  
INVITATION TO BID**

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

BID NUMBER:	<b>SSC WC 08 (2024/2025) DALRRD</b>	CLOSING DATE:	<b>05 NOVEMBER 2024</b>	CLOSING TIME:	<b>11:00 AM</b>
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**DESCRIPTION** **THE APPOINTMENT OF A SERVICE PROVIDER TO COMPILE A PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR THE WESTERN CAPE, FOR A PERIOD OF 24 MONTHS**

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**14 LONG STREET**

**CAPE TOWN**

**GROUND FLOOR**

**SECURITY AREA AT GROUND FLOOR**

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	<b>Ms Mpho Mudau</b>	CONTACT PERSON	<b>Mr Ashley Hay</b>
TELEPHONE NUMBER	<b>021 409 0551</b>	TELEPHONE NUMBER	<b>012 312 8027</b>
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:Mpho.Mudau@dalrrd.gov.za">Mpho.Mudau@dalrrd.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:AshleyH@dalrrd.gov.za">AshleyH@dalrrd.gov.za</a>

**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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA

**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
<b>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.</b>	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

**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:



rural development  
& land reform

Department:  
Rural Development and Land Reform  
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SHARED SERVICES CENTRE: WESTERN CAPE, 14 LONG STREET, CAPE TOWN  
Private Bag X9159, Cape Town, 8000 Tel: 021 409 0300 Web: www.DALRRD.gov.za

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

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

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

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

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

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

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

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

## AUTHORITY OF SIGNATORY

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

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

**MABEL HOUSE (Pty) Ltd**

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

**MR A.F JONES**

has been duly authorised to sign all documents in connection with

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

on behalf of *Mabel House (Pty) Ltd*.

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

**IN HIS CAPACITY AS:**

**Managing Director**

**DATE:**

**20 May 2000**

**SIGNATURE OF SIGNATORY:**

**(Signature of A.F Jones)**

**As witnesses:**

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

Signature of person authorised to sign the tender: .....

Date: .....

[SBD 3.3]

**PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO COMPILE A PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR THE WESTERN CAPE, FOR A PERIOD OF 24 MONTHS**

**PRICING SCHEDULE**  
**(Professional Services)**

Name of bidder.....	
Bid number: SSC WC 08 (2024/2025) DALRRD	
Closing Time 11:00	Closing date: 05 NOVEMBER 20242024

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

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

**3.TOTAL OFFER PRICE (INCLUSIVE OF VAT)**

R.....

PHASES (Aligned to SDF GUIDELINES)	DELIVERABLE	TIMEFRAME	% PAYABLE	TOTAL COST
PHASE 1: INCEPTION	WCSDf 2035 Inception Report	End of Month 1	10%	R.....
PHASE 2: POLICY CONTEXT, STATUS QUO, SITUATIONAL ANALYSIS AND DRAFT VISION	Draft WCSDf 2035 Spatial Perspective Report	Month 4	20%	R.....

<b>PHASES (Aligned to SDF GUIDELINES)</b>	<b>DELIVERABLE</b>	<b>TIMEFRAME</b>	<b>% PAYABLE</b>	<b>TOTAL COST</b>
PHASE 3: SPATIAL CHALLENGE, OPPORTUNITIES AND PROPOSALS	Draft WCSDF 2035 Spatial Investment Framework Report	Month 9	20%	R.....
PHASE 4: IMPLEMENTATION FRAMEWORK	Draft WCSDF 2035 Spatial Governance Framework	Month 11	10%	R.....
	1st Draft WCSDF 2035 Document			R.....
PHASE 5: CONSULTATION	2nd Draft WCSDF 2035 Document	Month 12	20%	R.....
	3rd Draft WCSDF 2035 Document	Month 13		R.....
	4th Draft WCSDF 2035 Document	Month 21		R.....
PHASE 6: APPROVAL OF FINAL WCSDF 2035	Final Draft WCSDF 2035 Document	Month 22	10%	R.....
	Final approved WCSDF 2035 Document	Month 24		R.....
	Closeout Report			
RETENTION			10%	R.....
<b>TOTAL COST EXCLUDING VAT</b>				R.....
<b>VAT 15%</b>				R.....
<b>TOTAL COST INCLUDING VAT</b>				R.....

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

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

5. Estimated man-days for completion of project

INITIAL.....

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

.....  
7. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.  
.....

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Any enquiries regarding bidding procedures may be directed to the –

**AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT**

**14 LONG STREET**

**CAPE TOWN**

**0800**

***All technical enquiries should be directed to:***

**Attention: Mr Ashley Hay**

**Telephone: 012 312 8027**

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

**Supply Chain Management Enquiries:**

**Ms. Mpho Mudau**

**(021) 409 0551**

**Email: [Mpho.mudau@dalrrd.gov.za](mailto:Mpho.mudau@dalrrd.gov.za)**

INITIAL.....

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

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

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

INITIAL.....

required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....  
Signature Date

.....  
Position Name of bidder

## SBD 6.1

### 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**

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#### 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.

INITIAL.....

## 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

### 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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.**

2.10.5 Specific goal: **Locality** – Promotion of South African owned enterprises with branch in western cape.

Tenders Must Provide One Of The Below:

- (a) A **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
- (b) A valid lease agreement from the lessor **or**
- (c) A letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality	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** x 8 ÷ 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** x 5 ÷ 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** x 2 ÷ 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** x 2 ÷ 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** x 3 ÷ 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.**

**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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 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.

**SUB-CONTRACTING**

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

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

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: .....

**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

INITIAL.....

- (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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO COMPILE A PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR THE WESTERN CAPE, FOR A PERIOD OF 24 MONTHS**

**1 GLOSSARY OF KEY TERMS**

CBS	Cost Breakdown Structure
CSD	Central Supplier Database
DALRRD	National Department of Agriculture Land Reform and Rural Development
DEA&DP	Western Cape Government, Department of Environmental Affairs and Development Planning
DPSA	National Department of Public Service and Administration
ECSA	Engineering Council of South Africa
EMS	Emergency Medical Services
ESRI	Environmental Systems Research Institute, Inc.
G4J	Western Cape Growth for Jobs Strategy
GDS	Growth and Development Strategy
GDP	Gross Domestic Product
GIS	Geographic Information System
GVA	Gross Value Added
HoD	Head of Department
IDZ	Industrial Development Zone
ISC	Intergovernmental Steering Committee (ISC)
LUPA	Western Cape Land Use Planning Act, 2014 (Act No. 3 of 2014)
M&E	Monitoring and Evaluation
NB	Nota Bene
NQF	National Qualifications Framework
NSAA	The National Spatial Action Areas

NSDF	National Spatial Development Framework
OBS	Organisation Breakdown Structure
PCF	Premier's Coordination Forum
PLTF	Provincial Land Transport Framework
PMT	Project Management Team
Pol	Point of Interest
PSDF	Provincial Spatial Development Framework
PSP	Provincial Strategic Plan
RPG-TWG	Western Cape Regional Planning Governance – Technical Working Group
SACPLAN	South African Council for Planners
SAGC	South African Geomatics Council
SANS	South African National Standards
SAQA	South African Qualifications Authority
SBD	SCM-Bid Document
SCM	Supply Chain Management
SDF	Spatial Development Framework
SEA	Strategic Environmental Assessment
SEZ	Special Economic Zone
SLA	Service Level Agreement
SPLUMA	Spatial Planning and Land Use Management, 2013 (Act No. 16 of 2013)
TCS	Tax Compliance Status
ToR	Terms of Reference
VAT	Value Added Tax
WBS	Work Breakdown Structure
WC	Western Cape
WCG	Western Cape Government
WCSDF	Western Cape Spatial Development Framework

## 2 PURPOSE

- 2.1 The National Department of Agriculture Land Reform and Rural Development (DALRRD), Chief Directorate: Spatial Development Planning (hereafter, the Department), on request of the Western Cape Department of Environmental Affairs and Development Planning (DEA&DP), Chief Directorate: Development Planning, is supporting the compilation of the Western Cape Spatial Development Framework (hereafter, the WCSDF 2035).
- 2.2 In terms of section 15 of the Spatial Planning and Land Use Management Act, No. 16 of 2013 (hereafter referred to as SPLUMA), the (Western Cape) Premier must compile, determine, and publish a Spatial Development Framework for the Province.
- 2.3 Likewise, in terms of section 4 the Western Cape Land Use Planning Act, 2014 (Act No. 3 of 2014) (WC LUPA), the Premier must compile or review a Provincial Spatial Development Framework, which in terms of section 5 of Western Cape LUPA must be by 2026.
- 2.4 The Department hereby invites proposals from a suitable Firm, Business, Joint Venture or a Consortium of suitably qualified professionals with proven relevant experience to undertake the compilation of the WCSDF 2035 over a period not exceeding twenty-four (24) months.
- 2.5 This Terms of Reference (ToR) specifies the scope of services needed to compile the WCSDF 2035 and the terms on which prospective bidders should base their proposals.
- 2.6 The compilation of the WCSDF 2035 will be done in six (6) phases, aligned to the phases as set out in the '2017 SDF Guidelines' for the development of provincial, regional and municipal spatial development frameworks and precinct plans, comprising; (i) Phase 1: Inception (ii) Phase 2: 'Spatial Perspectives' report, that includes policy context and vision directives, (iii) Phase 3: the WCSDF 2035 'Spatial Investment Framework', that includes spatial challenges, opportunities and proposals, (iv) Phase 4: the WCSDF 2035 'Spatial Governance Framework and Spatial Decision Matrix', that includes the implementation framework, (v) Phase 5: Consultation, and (vi) Phase 6: the Final WCSDF 2035 and approval (refer to Table 1 for further details).

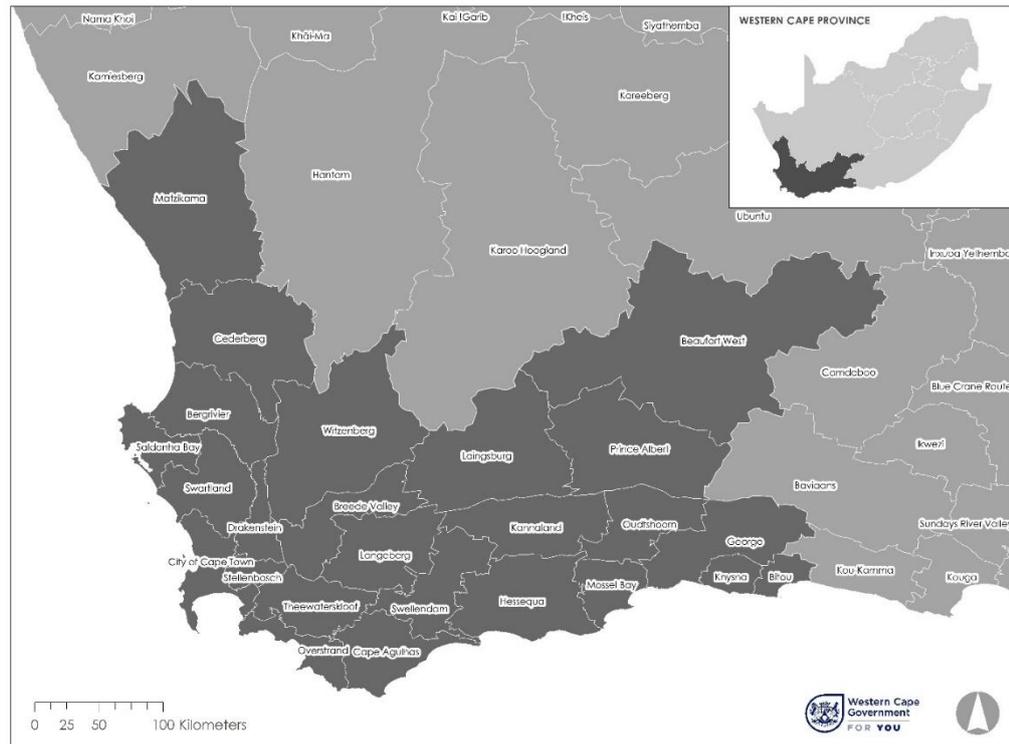


Figure 1: Western Cape Province

### 3 BACKGROUND

- 3.1 The current 2014 Provincial Spatial Development Framework in the Western Cape was approved by the Minister of Local Government Environmental Affairs and Development Planning on 31 May 2014 as a Structure Plan in terms of section 4(6) of the Land Use Planning Ordinance, 1985 (Ord. 15 of 1985), published under Provincial Notice 127/2014 in Provincial Gazette 7263.
- 3.2 Significant strides have been made to institutionalise and implement the Provincial Spatial Development Framework in the Western Cape since 2014. However, challenges remain that call for critical reflection, and lessons have been learnt that must now be taken on board in the compilation of the WCSDF 2035.
- 3.3 The Client has formulated an approach for the new WCSDF, and a summary is provided in section 5 of this ToR. Proposals should demonstrate a comprehension of the approach and methodology for implementing the project, the availability of a suitably qualified professional team, the proposed timeline for the completion of the project, and the associated budget.
- 3.4 **Compiling the WCSDF 2035 within a Transversal Strategic Context:**

- 3.4.1 The Western Cape Government (WCG) has recently published a comprehensive long-term (2035) economic growth strategy known as the Growth for Jobs (G4J) Strategy. The compilation of the WCSDF is essential to the successful implementation of the G4J Strategy, primarily to enhance the spatial coordination of economic growth, infrastructure development, environmental resources management, and settlement development objectives in the Western Cape region.
- 3.4.2 The WCSDF 2035 is equally pivotal to the spatial interpretation and advancement of key transversal policy directives underpinning social development in the Western Cape, such as the Western Cape Safety Plan, the Life Course Approach, and the emerging OneHealth Strategy.
- 3.4.3 These transversal policy and strategy directives underpin the political priorities of Jobs, Safety, and Wellbeing in the Western Cape, and will inform the new Provincial Strategic Plan 2025–2030 (PSP). It is thus expected that the WCSDF 2035 will represent the spatial strategy for advancing the PSP.
- 3.4.4 Critical sectoral informants to the WCSDF 2035 have also been updated, including the Western Cape Ecological Infrastructure Investment Framework, the Western Cape Climate Change Response Strategy (and Implementation Plan), the 15-Year Integrated Drought and Water Response Plan for the Western Cape, the Western Cape Air Quality Management Plan, Integrated Waste Management Plan, Education Sector Analysis, and Provincial Treasury’s Fiscal Futures Model, among others.
- 3.4.5 Several other policy documents and informants are in the process of being developed, such as the updated Western Cape Biodiversity Spatial Plan, the Sustainable Water Management Plan, the Western Cape Infrastructure Framework 2050 (phase 1 concluded), the Provincial Land Transport Framework, the Integrated Energy Resource Plan, the Western Cape State of Environment Outlook Report, and the Western Cape State of Development Planning Report, among others.
- 3.4.6 The WCG has further embarked on several regionally-relevant strategic studies and initiatives that will play a crucial role in shaping the WCSDF 2035. These include: efforts to enhance and enable a competitive export environment, particularly by improving agricultural market access; efforts underway to determine and map high energy users in the Western Cape, providing

insights on future energy demand in the region; the initiative to develop a business case and approach for municipal pooled energy buying; the exploration of the use of gas as fuel for energy generation in the Western Cape; the energy grid, transmission, and distribution infrastructure upgrade planning and mapping initiative; a second phase of housing market studies in seven (7) municipalities for key towns in the Western Cape; Growth Potential Study, among others.

3.4.7 The final National Spatial Development Framework (NSDF), approved on 23 March 2022, identifies National Spatial Action Areas (NSAAs) as crucial sub-national regions that enhance the national system's functioning. These NSAAs serve as priority catalysts for short-term spatial development, leading to intergovernmental projects (pilots) and collaborative learning. Four of the twelve NSAAs significantly impact the Western Cape, specifically: the Greater Cape Town Urban Spatial Transformation and Economic Transition Region, the Berg and Breede River Catchment Area, the Arid-Innovation Region, and the Coastal Spatial Transformation and Economic Transition Region.

3.5 While alignment is anticipated between the contents of the WCSDF 2035 and the minimum content requirements outlined in SPLUMA and WC LUPA, the ambition for the WCSDF transcends mere compliance. The WCSDF 2035 is expected to be an evolution of the groundwork laid by the 2009 and 2014 PSDFs, deepening the institutionalisation of regional governance in the Western Cape, in alignment with the NSDF Implementation Institutional structure, and facilitating a more structured spatial decision-making framework for the province. Currently the Western Cape Government is advancing this ambition through its Regional Planning Governance Technical Working Group (RPG-TWG).

3.6 The ambition is to be bold, exploratory, and groundbreaking, introducing a fresh perspective and practice, including digital and technological solutions, and more purposefully stepping into its role as a strategic instrument for the geographic coordination of regional policy, planning, actioning, and investment efforts in the Western Cape.

#### **4 PROBLEM STATEMENT**

4.1 In addition to the minimum requirements as set out in SPLUMA and LUPA, it is crucial that prospective bidders demonstrate an understanding of the provincial strategic priorities (i.e., Growth for Jobs, Safety, and Wellbeing) that the WCSDF 2035 must respond to, although not

limited to, what is outlined in this section. Notably, these priorities are also emphasised in the new Provincial Strategic Plan 2025-2030 (PSP) that is being compiled.

- 4.2 The Western Cape Government (WCG) faces escalating socioeconomic challenges within a progressively constrained national economic and fiscal landscape, and a rapidly (2nd fastest) growing population, predominantly due to migration. To address these issues, the WCG has adopted a long-term (2035) Growth for Jobs (G4J) Strategy, elevating the importance of rapid economic growth and increased employment as fundamental elements in enhancing the well-being of households across the region. The G4J strategy places significant emphasis on private sector-led job creation and the fostering of a business-friendly environment in the Western Cape with an ambitious target of achieving an annual growth rate between 4-6% and attaining a R1-trillion regional Gross Domestic Product (GDP) by 2035.
- 4.3 The G4J strategy recognises that creating greater geographic synergy, among natural & ecological resources management efforts, infrastructure & settlement development efforts, and efforts to enable the business environment, stimulate markets, and support growth opportunities in the Western Cape, is fundamental to success. The challenge for the WCSDF 2035 is how this will be achieved, considering:
  - 4.3.1 the finite yet critical nature of land as a strategic resource in the Western Cape, possessing different capacities and competing values, with regard to economic productivity;
  - 4.3.2 the need to optimise the use of scarce financial, environmental, and human capital resources etc. and maximise regional socio-economic returns in the Western Cape through spatially coordinated government action;
  - 4.3.3 the imperative to ensure predictability in spatial policy within the Western Cape, to enhance private sector-led growth, reduce uncertainty related to land use and infrastructure development, and minimise transaction costs through the proactive management of conflicts among spatially relevant policies;
  - 4.3.4 the imperative to provide investors with clearer market signals and streamlined investment opportunities in the Western Cape, minimising the time and costs associated with market research and risk analysis;

- 4.3.5 the need to accentuate Western Cape's: spatially differentiated comparative advantages, growth potential, differential urbanisation etc.; economic development incentives; proximity-productivity advantages (e.g., inherent in the greater Cape Town City region) and the benefits of clustering and complementary investments (e.g., in support of Industrial Development and Special Economic Zones); and
- 4.3.6 the necessity of ensuring local and district municipalities in the Western Cape have a regionally coherent spatial economic growth and development strategic frame for guiding local economic development, as well as infrastructure planning and financing efforts, thereby contributing to the consolidation of the region's economic competitiveness.
- 4.4 Furthermore, the Western Cape faces challenges arising from a complex socioeconomic landscape characterised by high levels of vulnerability, deprivation, crime, and violence, necessitating a comprehensive approach to enhancing the social resilience capacity across the region. To address these issues, the Western Cape Safety Plan strives for enhanced coordination and targeted implementation of diverse programmes dedicated to reducing violence and bolstering the social resilience capacity of the Western Cape region.
- 4.5 The challenge for the WCSDF 2035 is how it might contribute to better navigating this complex landscape, and elevating spatial coordination to a central role in enhancing regional social resilience in the Western Cape. This involves spatially daylighting the inherent connections between socio-economic dynamics, crime, and violence, identifying high vulnerability and opportunity areas, and strategically directing resources based on spatial evidence.
- 4.6 The WCSDF 2035 must play a pivotal role in fostering regional social resilience, guiding interventions to promote spatial justice and spatial equality, strengthening the spatial basis for interdepartmental collaboration, strategically coordinating social development planning efforts, and overall, comprehensively embedding spatial considerations within the Western Cape Safety Plan.
- 4.7 Furthermore, the Western Cape faces several critical challenges that impact the quality of life and wellbeing of its residents. These include limited access to quality healthcare, mental health challenges, prevalence of lifestyle-related diseases, the need for improved social cohesion, support for vulnerable populations, improved early childhood development, and ensuring equitable access to education and economic opportunities. The region also contends with health

challenges that underscore the interconnectedness of human, environmental, and animal health, highlighting shared vulnerabilities within the health ecosystem and the need for a comprehensive approach to preventing, detecting, and responding to health threats.

- 4.8 The emerging OneHealth strategy in the Western Cape, specifically Action Track 6, is an attempt by the WCG at decisively grappling with the interdependency between, the wellbeing of citizens and communities, and the health of the environment and animals. The OneHealth approach places emphasis on actions that foster the integration of health considerations into development planning policies, as well as promote a holistic and collaborative approach to address health challenges in the Western Cape. The approach attempts to cast greater light on shared vulnerabilities, while advocating for a framework that addresses these interconnections, prioritising preventive measures, early detection, and coordinated responses to health threats.
  
- 4.9 The challenge for the WCSDF 2035 is how it might enable a more holistic understanding of health dynamics, and evidence-based spatial decision-making, as well as advance ongoing collaboration between health professionals, community development workers, environmental scientists, veterinarians, and spatial planners in the Western Cape to address health challenges comprehensively in the region.
  
- 4.10 By assessing disease spread, hotspots of specific health risks, areas with close human-animal proximity, the accessibility of health infrastructure, critical ecosystem services for disease regulation and environmental well-being, and planning for changing disease patterns and extreme weather events, the WCSDF 2035 can play a key role. It can contribute to comprehensive anticipation and response to health threats, spatial coordination of effort to enhance regional health and wellbeing, and equitable spatial access to healthcare in the Western Cape region.
  
- 4.11 In concluding this project's problem statement, key insights gathered since the 2014 PSDF offer valuable lessons for this version of the WCSDF 2035 that must now be taken on board in respect of how it might more effectively contribute to addressing the challenges outlined above. These lessons include:
  - 4.11.1 the need to interpret and respond to the policy and strategic imperatives of the WCG not just normatively but substantively, including grappling with the intricate and complex spatial dimensions of the PSP 2025-2030;

- 4.11.2 the need to be strategic rather than merely comprehensive, emphasising the need for the WCSDF 2035 to articulate key opportunities, threats, and vulnerabilities, culminating in a framework that when adhered to, results in spatial investment choices and decisions that cumulatively increases the resilience capacity of the Western Cape region;
- 4.11.3 the need to highlight the inherent regional characteristics of the Western Cape, not duplicating municipal spatial planning, emphasising spatial coordination at the scale of the systems that influence regional economic growth & competitiveness, resilience, sustainability, and overall well-being in the Western Cape region;
- 4.11.4 the need to highlight the explicit and implicit frames, logics, and evidence that relevant sectors rely on for making decisions in space, attempting to align and coordinate these, articulating and promoting a shared language for spatial investment;
- 4.11.5 the need to mature the articulation of key institutional mechanisms available for driving the implementation and the monitoring of the regional spatial outcomes of the WCSDF 2035 – notably the land acquisition, disposal and assembly processes; the infrastructure delivery management and housing pipeline processes; the strategic planning and annual performance planning processes; and the budget process;
- 4.11.6 and the need to appreciate the importance of collaborative governance (or meta-governance) in the implementation of the WCSDF 2035, practicing spatial planning not just as a production of plans or frameworks, but as a fluid and strategic process of ongoing interaction among those stakeholders seeking to change what is happening in, over, or under the Western Cape region. This means understanding implementation as a toolkit of knowledge, perspectives, methods, databases, and processes pertaining to the Western Cape region that are captured systematically and aligned. A continuous cycle of regional studies that bring focus to the regional picture, that sees implementation as continuous coordination and flexible adjustment in the face of a changing and evolving context.

## **5 KEY METHODOLOGY GUIDELINES**

- 5.1 Although the 2014 PSDF marked a major step forward in the evolution of provincial spatial planning for the Western Cape, more needs to be done. The preferred approach for the WCSDF 2035 outlined in this section is guided by international strategic spatial planning best practices.

## 5.2 Adopting a Regional Perspective for WCSDF 2035

- 5.2.1 The WCSDF 2035 must exhibit discipline with regards to its focus on regional phenomena. Here, the notion of a “region” emphasises shared interests rather than specific planning boundaries.
- 5.2.2 The broad relationships guiding the delineation of regional phenomena include, environmental systems, infrastructure systems (including mobility and logistics systems), economic linkages, settlement systems, and demographic dynamics etc.
- 5.2.3 The focus should be on phenomena, systems, issues, opportunities, or goals that: (a) cross municipal jurisdictional boundaries in their manifestation, (b) require interjurisdictional and often cross-sectoral strategies and actions, or (d) are assigned to the Provincial sphere based on the constitutional (exclusive or concurrent) allocation of powers and functions.
- 5.2.4 A comprehensive provincial strategy like the WCSDF 2035 involves multiple overlapping regions and regional phenomena, with a fairly stable center, but fuzzy edges.
- 5.2.5 Referencing Figure 2 below, the following broad Regional Agendas are identified for the WCSDF 2035: (i) Climate Adaptation and Disaster Preparedness, (ii) Sustainable Natural Resource Management, (iii) Population, Social, and Settlement Development, (iv) Infrastructure and Economic Development, and (v) Municipal and Regional Governance.
- 5.2.6 A coherent regional perspective provides a valuable strategic and contextual framework for planning and decision-making for both municipalities and the private sector.

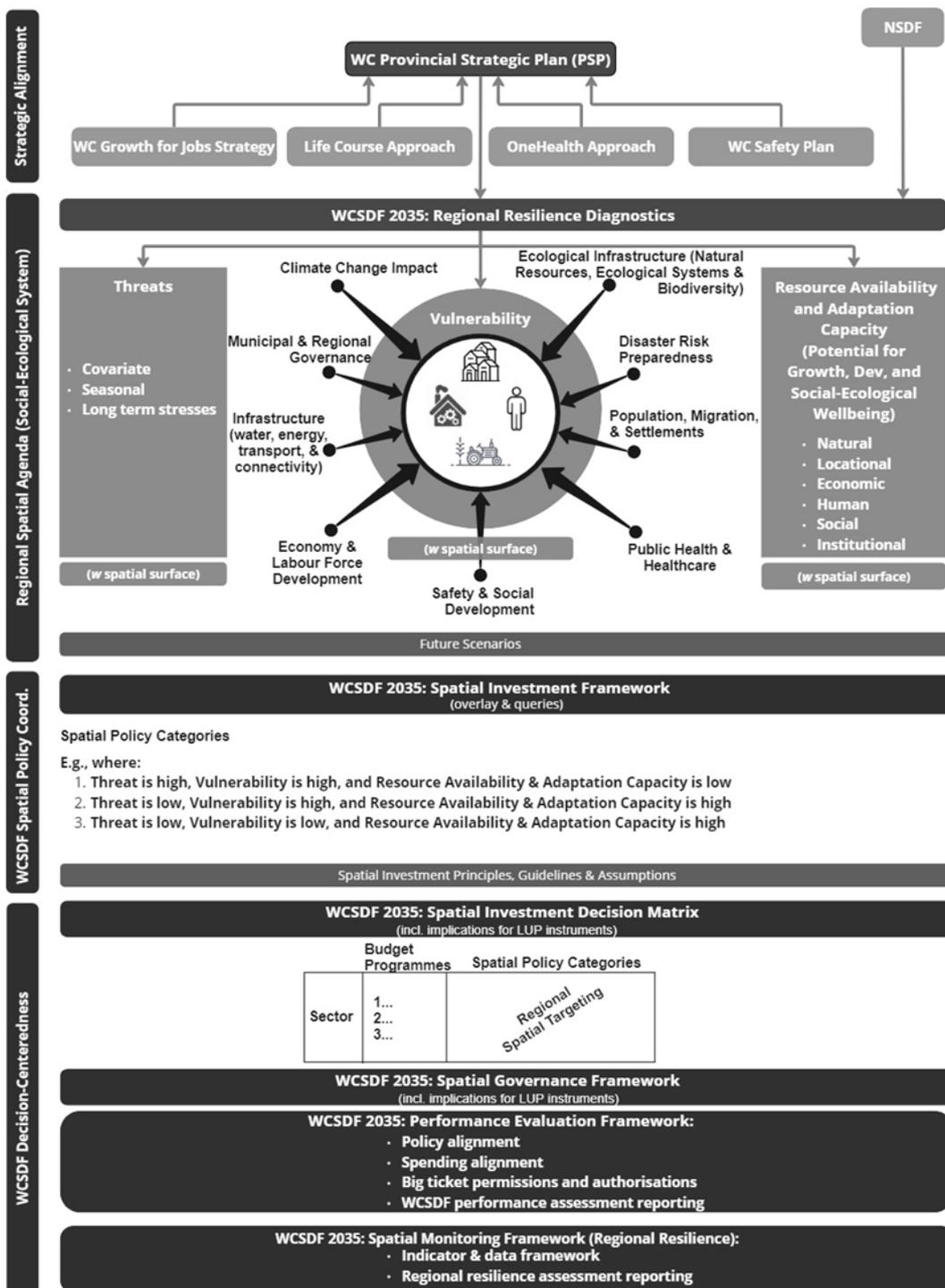


Figure 2: Diagrammatic representation of the proposed WCSDF approach and content

### 5.3 Adopting Regional Resilience as the Organising Framework for WCSDF 2035

5.3.1 Regional resilience is the ‘capacity’ of a region to cope, adapt, or thrive in an increasingly complex, dynamic, and uncertain context and environment.

5.3.2 Planners believe this ‘capacity’ can be cultivated and enhanced.

- 5.3.3 It results from the strategies, decisions, and actions that regional role players adopt to mitigate risks, be adaptive, and sustainably utilise and enhance available resources.
- 5.3.4 It arises from the cumulative decisions and actions (i.e., the complex socio-ecological inputs) over time that lock the region into a predictable path and constrain future flexibility.
- 5.3.5 The ‘resilience’ metaphor offers a pragmatic understanding of sustainability from a human perspective. It acknowledges the trade-offs and incremental actions involved in pursuing sustainability. As such, regional resilience is the ability of a region to ensure its citizens sustainable development on an ongoing basis.
- 5.3.6 It can be viewed as a series of short-run goals, on a long-run sustainability trajectory.
- 5.3.7 Strategies for increasing regional resilience through the WCSDF 2035 must start with a shared understanding of regionally relevant threats, vulnerabilities, resources, and the capacity (institutionally, socially, and culturally) to innovate and adapt.
- 5.3.8 The “resilience” metaphor is more comprehensive and appropriate for organising the complexly linked social-ecological information that is essential for successful regional spatial governance in the Western Cape.
- 5.3.9 Spatial Transformation is linked to resilience as it addresses vulnerabilities from historical structural spatial challenges. Although spatial transformation is a particularly useful concept at a local scale, resilience is regional, and encompasses a broader range of considerations. Integrating local spatial transformation within a regional resilience framework ensures that historically marginalised communities have an even better chance of withstanding the impact of shocks and stressors, as well as thrive.

#### 5.4 **Viewing Spatial ‘Policy’ Coordination as the Main Purpose of WCSDF 2035**

- 5.4.1 Here, ‘policy’ is understood as purposeful courses of action, including strategies, programmes, projects, and other series of decisions that government makes to achieve strategic objectives.
- 5.4.2 The WCSDF 2035 should be seen as a tool for coordinating government actions for achieving objectives and a basis for maximising the impact of spending on growth and development, by interpreting the strategic direction and fitting future decisions into a coherent spatial terms of reference.

- 5.4.3 Policy coordination will be achieved based on the articulation of a shared language and mutual understanding of (i) regional threats, (ii) regional vulnerabilities, (iii) regional opportunities and growth potential (i.e., available regional resources and adaptation capacity) in spatial terms (Figure 2).
- 5.4.4 Ultimately, the WCSDF 2035 should present a Spatial Investment Framework that helps the WCG address three key policy questions: (i) Given the constraints of scarce resources and opportunity costs, how should the WCG prioritise investment and development spending (on what where?) to achieve maximum impact? (ii) How can government ensure complementary spatial decision-making and focused action while avoiding a 'watering-can' approach to investments? (ii) Considering the current inefficient spatial configuration, what spatial arrangement would best support WCG's goals of growing the provincial economy, creating jobs, combating climate change, promoting inclusion, ensuring dignity, and enhancing overall well-being.
- 5.4.5 The diverse spatial contexts in the Western Cape call for a differentiated yet consistent spatial policy approach to enhance regional resilience. Spatial development principles and guidelines aimed at focusing government action in different spatial contexts should be clearly articulated, and the underlying assumptions made explicit.

## **5.5 Adopting a Decision-Centered Approach for WCSDF 2025**

- 5.5.1 Adopting a decision-centered approach is crucial for ensuring the effectiveness of WCSDF 2035 within government spatial development decision-making processes, and for ensuring that a fair and accurate evaluation of its performance occurs at a later stage.
- 5.5.2 This means that the 'object' of the WCSDF 2035 should be understood as the 'decisions' and 'actions' of stakeholders requiring spatial coordination. These 'decisions' and 'actions' are intricately woven into the long-term sectoral policies and strategies of stakeholders, as well as their short to medium-term plans [i.e., their Strategic Plans, Annual Performance Plans, User Asset Management Plans, Infrastructure Programme Management Plans (or Human Settlement Business Plans), Medium Term Expenditure Plans, Integrated Development Plans, Service Delivery and Budget Implementation Plans, Public Private Partnerships, and land use development permissions and authorisations etc.] that together constitute the delivery instruments of the WCSDF 2035.

- 5.5.3 The Spatial Planning function in the WCG is neither responsible nor accountable for the decisions and resources required to fully implement the WCSDF 2035, and this is consistent with the rules of decision-making and accountability in the public sector. Consequently, the WCSDF 2035 should be addressed to human agents (i.e., stakeholders), as a momentary record of agreements reached, a frame of reference in decision-making contexts that are frequently marked by difficult choices, trade-offs, and the imperative to act impactfully, informing them about the spatial implications of different courses of action, and the underlying reasoning.
- 5.5.4 Implementation should be understood primarily to mean whether or not the 'decisions' embedded within the aforementioned delivery instruments align with the aspirations outlined in the WCSDF 2035 for specific places and locations. 'Decisions' may not always conform, and this should be expected given the legislative obligation on many stakeholders to plan, budget, implement, and be accountable.
- 5.5.5 The WCSDF 2035 Performance Evaluation Framework should be primarily set up to track how it performs during year-on-year decision-making, assessing the extent to which the short, medium, and long-term decisions explicitly align with it. It should enable an assessment of stakeholders' perception of its usefulness for their decision-making contexts. For example, whether or not the WCSDF's interpretation of stakeholders' present and future challenges and opportunities is shared, how well or not the WCSDF 2035 has facilitated decision-making, whether or not it helped stakeholders to clarify choices, or structure their future decision contexts etc.
- 5.5.6 For effective Performance Evaluation, the WCSDF 2035 must clearly define the decision situations it addresses and ensure its relevance to these situations as a spatial coordination framework. Analyzing government budget and implementation programs can provide a useful basis for identifying the applicable decisions.
- 5.5.7 A clear conceptual distinction should be maintained between the WCSDF 2035 Performance Evaluation Framework which focuses on the instrument, and the Spatial Monitoring Framework, which focuses on a broader societal outcome (refer to Figure 2). Care should be taken not to conflate both assessments or inadvertently suggest that a positive or negative outcome in the one will directly lead to a corresponding result in the other.

## 5.6 **A Citizen-centric WCSDF 2035**

- 5.6.1 Lastly, the Service Provider will be required to compile the WCSDF 2035 with a strong alignment to the values and the ethos of the WCG. This underscores its dedication to serving the people of the Western Cape with integrity, empathy, and excellence. This includes demonstrating a

deep commitment to inclusivity, gender equality, and human rights in all aspects of the project. The Service Provider must ensure that its conduct, interactions, and deliverables fully reflect and support the WCG's culture journey, contributing meaningfully to the broader societal transformation goals as enshrined in the Constitution of South Africa.

## **6. STATEMENT OF KEY REQUIREMENTS**

- 6.1 This section summarises the essential needs, specifications, and standards that prospective bidders are expected to meet, in compiling the WCSDF 2035.
- 6.2 The Client invites proposals that align with the aspirations of the Western Cape Government for the new WCSDF 2035, which shall be compiled in six (6) phases over a period of 24 months. The WCSDF 2035 should not only introduce a 'fresh' perspective and practice but also purposefully assert its function as a strategic instrument for the spatial coordination of regionally-relevant planning efforts in the Western Cape.
- 6.3 Emphasising this strategic nature, the WCSDF 2035 must effectively grapple with the intricate and complex spatial dimensions of the G4J strategy, the Safety Plan, the Life Course Approach, the emerging OneHealth strategy, and ultimately the Provincial Strategic Plan 2025-2030.
- 6.4 The WCSDF 2035 should go beyond merely being comprehensive, in that it should be strategic in highlighting the inherent regional nature of planning at the provincial scale.
- 6.5 The SDF should illuminate the explicit and implicit frames, logics, and evidence that relevant sectors and stakeholders rely on for making decisions in space.
- 6.6 Spatial policy coordination to maximise the overall impact of government's growth and development spending efforts in space must be at the core of the WCSDF 2035. The WCSDF 2035 should interpret the strategic direction and provide a shared language for fitting government's future decisions into a coherent spatial term of reference, towards achieving a resilient Western Cape region.
- 6.7 Proposals that adopt a regional resilience perspective as the overarching outcome, and a decision-centred approach that is crucial for the WCSDF's effectiveness within WCG decision-making process and ensuring fair and accurate evaluation of its performance at a later stage, are encouraged.

6.8 Finally, a mature articulation of the interfaces with key planning, budgeting, and Monitoring and Evaluation (M&E) mechanisms institutionally, and an emphasis on collaborative governance and the practice of regional spatial planning as a fluid and strategic process, will be indispensable for the WCSDF's Implementation Framework.

**7. PROJECT SCOPE, DELIVERABLES, TIMEFRAMES, AND COST**

7.1 Considering the problem statement, methodology guidelines, and statement of key requirements articulated above, the scope of the WCSDF 2035 consists of the following deliverables (see Table 1).

7.2 The target date for deliverables and the percentage of financial compensation for work done are also outlined under Table 1.

**Table 1: Project scope, deliverables, and timeframes**

<b>PHASES (Aligned to SDF GUIDELINES)</b>	<b>DESCRIPTION</b>	<b>DELIVERABLE</b>	<b>TIMEFRAME</b>	<b>% PAYABLE</b>
PHASE 1: INCEPTION	<ul style="list-style-type: none"> <li>• Comprehensive project plan outlining detailed project phases, deliverables for each phase, and their associated delivery dates.</li> <li>• Invoicing schedule outlining invoicing dates and amounts based on deliverables.</li> <li>• Planned meetings, workshops, and comment period for draft documents.</li> <li>• Confirmation of the project team members from the Service Provider.</li> <li>• Ensure the project plan is consistent with the submitted Bid.</li> <li>• Incorporate the National SDF Guideline where it enhances the preferred approach. Document and justify any deviations from the Guideline.</li> <li>• Data and information needs assessment, data governance and management, and data plan.</li> </ul>	WCSDF 2035 Inception Report	End of Month 1	10%

PHASES (Aligned to SDF GUIDELINES)	DESCRIPTION	DELIVERABLE	TIMEFRAME	% PAYABLE
	<ul style="list-style-type: none"> <li>Sign a Service Level Agreement (SLA) (to incl. data &amp; information management agreement).</li> </ul>			
PHASE 2: POLICY CONTEXT, STATUS QUO, SITUATIONAL ANALYSIS AND DRAFT VISION	<ul style="list-style-type: none"> <li>Interpretation and articulation of the policy and strategic context of the Western Cape, from global, national, provincial, and local perspectives.</li> <li>Updates to research work done by the client on pre-identified regional spatial agendas for the purpose of this phase of the WCSDF.</li> <li>A holistic spatial diagnostic and analysis of regionally relevant threats, vulnerabilities, and opportunities in the Western Cape, incorporating the GIS data layers and analytic products into e.g., <b>the ArcGIS platform</b>, for enhanced spatial visualisation.</li> <li>Development of future scenarios.</li> </ul>	Draft WCSDF 2035 Spatial Perspective Report	Month 4	20%
PHASE 3: SPATIAL CHALLENGE, OPPORTUNITIES AND PROPOSALS	<ul style="list-style-type: none"> <li>Informed by phase 2, use spatial statistical techniques to synthesise regionally relevant threats, vulnerabilities, and growth &amp; development potential (weighted surfaces) in the Western Cape.</li> <li>Perform spatial overlays and queries, classifying regionally relevant threats, vulnerabilities, and growth &amp; development potential from low to high, and facilitate the delineation of different types of spaces in the Western Cape, incorporating the analytic products into e.g., <b>the ArcGIS platform</b>, to enhance real-time decision-making support.</li> <li>Articulate spatial development policy principles and underlying assumptions for guiding government actions in different spatial contexts.</li> </ul>	Draft WCSDF 2035 Spatial Investment Framework Report	Month 9	20%

PHASES (Aligned to SDF GUIDELINES)	DESCRIPTION	DELIVERABLE	TIMEFRAME	% PAYABLE
	<ul style="list-style-type: none"> <li>Collaborate with stakeholders, involving: the mutual adjustment of stakeholders' spatial decision frames; and the co-construction of the arguments and rationale underlying the delineation of spaces, their meaning and relevance, and the policy principles for attaining regional resilience in the Western Cape.</li> </ul>			
PHASE 4: IMPLEMENTATION FRAMEWORK	<ul style="list-style-type: none"> <li>Decision support framework that clearly aligns and prioritises the purposes and envisaged outcomes of relevant budget programmes across spheres of government to the Spatial Investment Framework. A list of programmes prioritised for different spatial contexts in the form of a matrix, and clearly stipulating the minimum spatially aligned annual expenditure threshold for enhancing regional resilience.</li> <li>Regional spatial governance framework, articulating the mechanisms for institutionalising the WCSDF 2035 in WCG planning, budgeting, and M&amp;E, and for ensuring ongoing learning and adaptiveness in a rapidly changing environment.</li> </ul>	Draft WCSDF 2035 Spatial Governance Framework	Month 11	10%
	<ul style="list-style-type: none"> <li>Completion of 1st draft iteration of the WCSDF 2035 for subsequent consultations, feedback, and revisions.</li> </ul>	1st Draft WCSDF 2035 Document		
PHASE 5: CONSULTATION	<ul style="list-style-type: none"> <li>Consultation of various institutional structures on 1st draft WCSDF 2035.</li> <li>Completion of 2nd draft WCSDF 2035 for the purpose of briefing Top Management and Cabinet.</li> </ul>	2nd Draft WCSDF 2035 Document	Month 12	20%
	<ul style="list-style-type: none"> <li>Briefing of e.g. provincial Top Management, Cabinet and/or Premier's Coordination Forum (PCF), feedback, and revision.</li> </ul>	3rd Draft WCSDF 2035 Document	Month 13	

<b>PHASES (Aligned to SDF GUIDELINES)</b>	<b>DESCRIPTION</b>	<b>DELIVERABLE</b>	<b>TIMEFRAME</b>	<b>% PAYABLE</b>
	<ul style="list-style-type: none"> <li>• Completion of 3rd draft WCSDF 2035 for purposes of public participation.</li> <li>• Publication of the WCSDF 2035 for public participation for 60-days (commenting period).</li> <li>• Completion of 4th draft WCSDF 2035 based on inputs received from the public, for the purpose of engaging the WCSDF Intergovernmental Steering Committee.</li> <li>• Compilation of a Public Comments and Response Report, and record all consultations undertaken throughout the process.</li> </ul>	4th Draft WCSDF 2035 Document	Month 21	
PHASE 6: APPROVAL OF FINAL WCSDF 2035	<ul style="list-style-type: none"> <li>• Engagement of WCSDF Intergovernmental Steering Committee to endorse final draft WCSDF 2035.</li> <li>• Completion of final draft WCSDF 2035 (incl. Public Comments and Response Report and record of all consultations) for the purpose of seeking e.g., Cabinet and/or Premier's Coordination Forum (PCF) approval.</li> <li>• Final Cabinet and/or Premier's Coordination Forum (PCF) approved WCSDF 2035.</li> <li>• Documentation of learnings, compliance with legislative requirements (content and process), any practical insights and recommendations for improving the SDF guidelines, and work to be undertaken for the future iteration of the WCSDF 2035.</li> <li>• Handover of final WCSDF 2035 ArcGIS platform (the e-version, incl. package of shapefiles, map packages and cartographic models etc.).</li> </ul>	Final Draft WCSDF 2035 Document	Month 22	10%
	<ul style="list-style-type: none"> <li>• Final Cabinet and/or Premier's Coordination Forum (PCF) approved WCSDF 2035.</li> <li>• Documentation of learnings, compliance with legislative requirements (content and process), any practical insights and recommendations for improving the SDF guidelines, and work to be undertaken for the future iteration of the WCSDF 2035.</li> <li>• Handover of final WCSDF 2035 ArcGIS platform (the e-version, incl. package of shapefiles, map packages and cartographic models etc.).</li> </ul>	Final approved WCSDF 2035 Document  Closeout Report	Month 24	

<b>PHASES (Aligned to SDF GUIDELINES)</b>	<b>DESCRIPTION</b>	<b>DELIVERABLE</b>	<b>TIMEFRAME</b>	<b>% PAYABLE</b>
	<ul style="list-style-type: none"> <li>Project close out meeting.</li> </ul>			
RETENTION				10%
TOTAL			24 Months	100%

7.3 Throughout the duration of this project, the Service Provider will be expected to work in parallel within the ArcGIS enterprise architecture (the ArcGIS platform) set up by WCG, ensuring that all spatial data, analyses, and outputs meet set standards, and are fully integrated and compatible with this system. The WCG is committed to an electronic interactive WCSDF 2035 platform. Therefore, the final deliverable must be optimised for use within the ArcGIS Enterprise environment, facilitating advanced visualisation, seamless updates, interactivity, and decision support, for WCG and its stakeholders.

7.4 Responsibility for data sourcing and management will be shared between the Service Provider and the Client as will be set out in the Service Level Agreement (SLA) to be entered into.

7.5 Additionally, the successful Service Provider will provide:

- a) The final WCSDF 2035 report in Microsoft Word as well as in PDF format.
- b) Reports, presentations, tables, and other written documents generated during the project for the Client for consideration, in the WCG approved templates and formats.
- c) All spatial data in open format, preferably ESRI shapefiles, geodatabase, mxd, and map package, conforming to spatial data standards of the WCG.
- d) All spatial policy layers in digital format with attribute information, in shapefile, geodatabase, mxd and map package formats.
- e) All data must meet the spatial data standards, including complete metadata as per SANS 1878 ([Metadata SANS 1878 minimum.pdf](#)).
- f) Photographs, infographics, and static maps etc. for translation and printing purposes must be in high resolution Jpeg formats.
- g) All maps with the basic map elements, namely: a title, north arrow, legend, scale bar in the WCG Map Template format.
- h) An electronic Portfolio of Evidence consisting of all the above, as well as all original public and stakeholder comments/ submissions received.

7.6 All outputs, including reports, studies, materials, graphics, spatial information, models, tools, and software etc., developed by the Service Provider under this contract, shall become the property of the Client upon completion. The Service Provider is required to submit all such

outputs, in both electronic and physical formats (as applicable), to the Client at the end of each phase or, upon conclusion of the project as agreed.

7.7 The Client shall retain full copyright, patent rights, and all associated intellectual property rights for any such outputs during the performance of this contract. These rights are automatically vested in the Client unless a separate, mutually agreed-upon written agreement specifies otherwise.

7.8 Any information or material obtained from the Client by the Service Provider in the course of providing services under this contract are to be used solely for the Client's purposes. These materials and information must not be used, shared, sold, or disclosed to third parties without the prior written consent of the Client.

7.9 All information (physical or digital) provided by the Client to the Service Provider in connection with this project are confidential. The Service Provider agrees to maintain this confidentiality and shall not disclose any information without the prior written consent of the Client. The Client reserves the right to disclose any information provided by any Service Provider with stakeholders as it deems necessary.

7.10 The Service Provider shall not make any presentations or public disclosures of the project's outputs without the prior written consent of the Client. All project-related information is considered confidential unless otherwise authorised in writing by the Client.

## **8. PROJECT ORGANISATIONAL STRUCTURE, ROLES, AND RESPONSIBILITIES**

### **8.1 Project Organisational Structure**

8.1.1 The appointed Service Provider will report to the Client's Project Director and the Project Management Team (PMT) (Figure 3).

8.1.2 A Project Management Team (PMT) will be established comprising the Client, representatives from within ongoing strategic processes in Western Cape Government, the Service Provider, and any other stakeholders that these parties consider relevant.

8.1.3 Members of the PMT will ensure that all relevant available information pertaining to their functions is made available to the PMT within reasonable timeframes.

8.1.4 The PMT will monitor the progress of the project and will actively participate in it. At PMT meetings, project issues will be discussed, proposals debated, and the direction will be determined.

8.1.5 In addition to the PMT, the project’s organisation will comprise the following structures which the successful Service Provider can expect to engage with. Figure 3 below, sets out the relationship between these structures.

- a) **Expert Teams** comprised of key WCG technical officials drawn transversally, that will contribute to and/or quality control key aspects of the WCSDF 2035 related to their areas of expertise and will be available throughout the project phases.
- b) **A WCG Interdepartmental Structure**, i.e., the Regional Planning Governance – Technical Working Group (RPG-TWG), comprised of nominated Western Cape Government Department officials.
- c) **An Intergovernmental Structure**, that will be hosted by the Regional Planning Governance – Technical Working Group (RPG-TWG), and convened as a Special RPG-TWG, comprising of representative of key national departments, adjoining provincial governments (the Northern and Eastern Cape), Western Cape municipalities, and academia. This structure will convene as required throughout the project’s phases.

8.1.6 Project reporting into political structures, i.e., the Growth for Jobs (G4J) Ministers’ Steering Committee, and WC Cabinet, will be via the Project Director, unless otherwise advised.

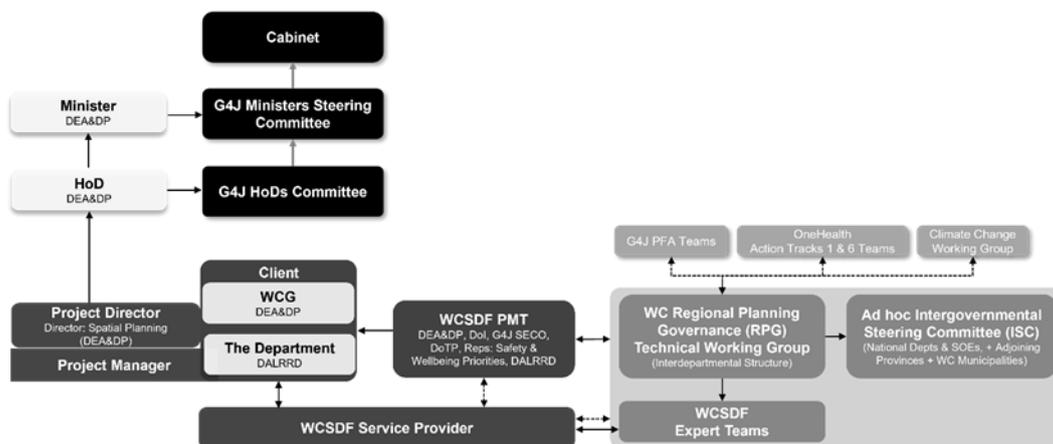


Figure 3: WCSDF Project Organisational Structure

## 8.2 Roles and Responsibilities

8.2.1 **Service Provider:** The following broad roles and responsibilities will apply to the Service Provider for the duration of this project:

- a) Full management of the project deliverables, including any sub-deliverables quoted for by the Service Provider in their bid.
- b) Preparation of overview presentations for all deliverables.
- c) Attendance of all meetings at the minimum frequency listed in Table 2.
- d) Presentation of monthly project progress reports to the PMT.
- e) Participation on the PMT and other structures (where relevant), and leading discussions related to the WCSDF 2035.
- f) Development of appropriate communication materials to support the effectiveness of public and stakeholder participation processes.
- g) Facilitation and secretariat of public meetings, stakeholder engagements, and workshops, as required, to ensure all parties are well informed and contribute to the WCSDF 2035 preparation process.
- h) Presentation of drafts of various WCSDF 2035 deliverables to the project organisational structures, including relevant WCG Top Management structures and Cabinet potentially.
- i) Preparation of the various public and gazette notices, in conjunction with the PMT, as required by SPLUMA and LUPA. **NB: the Service Provider will not be required to bear the costs of the actual advertisements/ publicising these notices.**

8.2.2 **Project Management Team (PMT):** The following broad roles and responsibilities will apply to the WCSDF 2035 PMT for the duration of this project:

- a) Accept, comment on, and vet all draft project deliverables.
- b) Monitor and track project progress against the project schedule, identifying and addressing issues that may impact the project timeline.
- c) Manage changes to the project scope and milestones, ensuring that all changes are properly documented and approved.
- d) Monitor and control project costs to ensure they align with the budget and obtain the necessary approvals for budget changes.
- e) Monitor and evaluate project outputs to ensure they meet specified quality criteria.
- f) Implement quality improvement processes as needed.

- g) Assess and monitor project risks throughout the project's lifecycle.
- h) Implement risk response strategies to mitigate or address identified risks.
- i) Identify and engage project relevant stakeholders throughout the project lifecycle.
- j) Manage stakeholder expectations and communication.
- k) Address concerns and feedback from stakeholders.
- l) Identify and resolve issues that may arise during the project.
- m) Implement corrective actions to keep the project on track.
- n) Ensure that the service provider team has the necessary tools and equipment to perform their tasks throughout the project's lifecycle.
- o) Provide regular feedback and progress report to the project sponsor on all project related matters.
- p) Develop and execute a project closure plan.
- q) Conduct a project process evaluation to assess its success and identify areas for improvement and document lessons learned for future projects.

**8.2.3 PMT Secretariat:** The following broad roles and responsibilities will apply to the PMT Secretariat during the duration of this project:

- a) Organisation of meetings, logistical arrangements, booking of venues and communication of timeslots.
- b) Preparation of meeting invitation and agenda and extension of invitation to participants in consultation with the Service Provider.
- c) Drafting and distribution of minutes of meetings and compiling the attendance registers.
- d) Assisting the Service Provider with distribution of documents as may be necessary prior to, and after meetings and workshops etc.

**8.2.4 Client (DARRLD and WCG):** The following broad roles and responsibilities apply to the Client for the duration of this project. **NB: Further details regarding the division of roles and responsibilities will be outlined in the SLA:**

- a) Providing financial support for the development of the WCSDF 2035, including budget approval and disbursement of funds.

- b) Oversight on financial aspects of the project, including receipt, review, and processing of project progress reports, invoices, and any other relevant documentation from the PMT.
- c) Allocate necessary resources, including funding, personnel, and equipment, ensuring that the PMT has the resources needed to achieve project goals.
- d) Monitor project progress and performance against established goals.
- e) Receive regular updates from the PMT and provide guidance and support in overcoming challenges.
- f) Participate in identifying and assessing project risks and approve risk response strategies and contingency plans.
- g) Make decisions involving major changes to project scope, budget, and milestones etc., and provide overall guidance on the project's strategic direction.
- h) Ensure that any changes to the project scope or objectives align with organisational goals and priorities.
- i) Sign-off and authorise payment for all project deliverables.
- j) Engage with key stakeholders, maintaining effective communication, and addressing concerns and conflicts among the project's stakeholders and role players.
- k) Provide visible and consistent support for the project and advocate for the project within the organisation and institution.
- l) Communicate project status and key updates to the executive and political leadership and other relevant stakeholders.
- m) Seek the executive and political leadership's support and approval for major project decisions.
- n) Approve the project closure plan and ensure that all project objectives are met.
- o) Participate in the evaluation of project success and lessons learned.

## 9. PROJECT COMMUNICATION, REPORTING, AND MEETINGS

- 9.1 The PMT will meet monthly (or as otherwise mutually agreed) to discuss the project's administration, to ensure effective service delivery, and adherence to project schedule and quality.
- 9.2 During the execution of the project, the Service Provider must submit regular monthly progress reports and attend meetings at intervals as determined by the PMT.
- 9.3 Should no PMT meetings take place, the Service Provider will still be expected to submit monthly progress reports to the Project Manager at the end of every month.
- 9.4 All suggestions during Project Management Team (PMT) meetings, once accepted by parties, shall form part of the contract.
- 9.5 The minimum amount of meetings and engagements related to this project are summarised as follows:

**Table 2: Minimum project meetings and engagements**

<b>MEETINGS/ ENGAGEMENTS</b>	<b>ESTIMATED AMOUNT</b>	<b>APPROXIMATE NUMBER OF HOURS</b>
Client	8	16
Project Management Team (PMT)	24	48
WCSDF 2035 Expert Teams	8	16
WC Regional Planning Governance Technical Working Group	12	12
Meetings with public / other representatives	4	8
Presentations to G4J Seco or its equivalent	2	4
Presentations to Cabinet	2	4
<b>TOTAL</b>	<b>62</b>	<b>108</b>

- 9.6 The venue for meetings will be decided upon by the PMT Secretariat. Meetings may be virtual or in-person (in Cape Town), however it is advisable for the Service Provider to plan to be physically present in meetings. It is advised that bidders have a footprint in the Western Cape. If a bidder predominantly has to travel by air to attend Project Meetings thereby potentially increasing their price, this could render their bid uncompetitive.

9.7 The Client will be responsible for any legally required publications / advertisements and associated costs related to the WCSDF 2035.

**10. SERVICE PROVIDER TEAM, SKILLS SET, AND COMPETENCY**

10.1 A multi-disciplinary professional project team is required for this project. However, it is understood that not all team members will be needed throughout the entire duration of the project.

10.2 Bidders are encouraged to allocate and budget time for each team member appropriately, based on the project’s needs.

10.3 The project team should comprise of the following minimum professionals, qualifications, and experience as outlined in Table 3 below.

**Table 3: Minimum Professional Team, Qualifications, and Experience**

<b>NO.</b>	<b>MINIMUM PROFESSIONAL TEAM</b>	<b>MINIMUM QUALIFICATIONS &amp; EXPERIENCE</b>
1.	<b>Team Leader</b>	NQF level 7 (Bachelor’s degree or equivalent) in City/ Urban/ Town and Regional Planning, with a minimum of 15 years’ experience involving spatial development planning – especially in strategic national, provincial, or regional development planning –, and registered with South African Council for Planners (SACPLAN) as a Professional Planner (Pr. Pln.), in good standing.
2.	<b>Infrastructure Specialist</b>	NQF level 7 (Bachelor’s degree or equivalent) in Civil Engineering, Environmental Engineering, Infrastructure Planning, or a related field, with a minimum of 15 years’ experience involving infrastructure analysis and planning, and registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer (Pr. Eng.) OR Professional Engineering Technologist (Pr. Tech. Eng.), in good standing.
3.	<b>Geographic Information Science Professional</b>	NQF level 7 (Bachelor’s degree or equivalent) in Geography, Geographic Information Systems, Geomatics, Environmental Management, or a relevant field, with a minimum of 10-years’ experience involving development planning and policy work, and registration with the South African

		Geomatics Council (SAGC) as Professional GISc. Practitioner, in good standing.
4.	<b>City/Urban/Town and Regional Planners (X2)</b>	NQF level 6 (National Diploma or equivalent) in City/ Urban/ Town and Regional Planning, a minimum of 7 years of proven relevant post-registration experience, and registered with the South African Council for Planners (SACPLAN) as a Professional Planner (Pr. Pln.) OR Technical Planner (Tech. Pln.), in good standing.
5.	<b>Environmental Specialist</b>	NQF level 7 (Bachelor's degree or equivalent) in Environmental Science/ Management/ Economics, Ecology, or a related field, with a minimum of 15 years' experience.
6.	<b>Economist</b>	NQF level 7 (Bachelor's degree or equivalent) in Economics, Industrial Economics, Urban Economics, Economic Geography, or a related field, with a minimum of 15 years' experience involving economic policy and analysis.
7.	<b>Statistician/ Demographer</b>	NQF level 7 (Bachelor's degree or equivalent) in Statistics, Demography, Future Studies, or Actuarial Science, with a minimum of 10 years' experience involving development planning and policy.
8.	<b>Public Governance Specialist</b>	NQF level 7 (Bachelor's degree or equivalent) in Public Policy/ Management/ Administration/ Finance/ Accountability/ Governance/ Law, with a minimum of 10 years' experience, involving public administration/ finance/ compliance.

10.4 The professional team must collectively possess the skill sets and competencies outlined. A single team member may hold multiple skill sets and competencies, making it unnecessary to assign individual professionals to each skill set listed.

10.5 Replacement of any member of the Service Provider team following the submission of the tender will only be accepted upon a written request, and subject to the approval of the Client.

10.6 The Service Provider project team shall remain unchanged for the duration of the project unless prior written consent has been granted by the Client.

10.7 Where the successful Service Provider must employ other professionals for the execution of activities requiring the services of a specialist, the Client will not be bound by any such third-

party agreements, and the Service Provider will be fully responsible for the quality and delivery of such services.

**Table 4 below is provided to guide bidders in assembling a project team based on a thorough analysis of the project’s needs.**

**Table 4: Competencies of the Service Provider Team Relevant to Key Aspects of the Project**

NO.	SERVICE PROVIDER SKILL SETS AND COMPETENCIES
1.	<p><b>Project Management:</b></p> <ul style="list-style-type: none"> <li>• Projects of a similar scope and nature.</li> <li>• Team leadership and coordination.</li> <li>• Project execution</li> <li>• Positive stakeholder relations and engagement.</li> </ul>
2.	<p><b>City/Urban/Town and Regional Planning:</b></p> <ul style="list-style-type: none"> <li>• Issues relevant to the provincial sphere of government, and integrated planning, budgeting, and implementation cycle in provincial government.</li> <li>• Translating strategic objectives into actionable spatial policies, and aligning spatial strategies to broader national, regional, and provincial economic, and social-ecological development goals and objectives.</li> <li>• Network infrastructure, regional economic development planning, and human settlements planning.</li> </ul>
3.	<p><b>Environmental Science, Planning, and Ecology:</b></p> <ul style="list-style-type: none"> <li>• Climate change analysis (incl. temperature and rainfall projections, historical climate data and trends etc.), and interpretation of climate models and simulations.</li> <li>• Assessing regional vulnerability to climate-related events (incl. droughts, floods, wildfires, geological hazards, potential nuclear hazards, and zoonosis etc.), and potential impacts on ecosystems and settlements.</li> <li>• Assessing critical regional ecosystems functions, such as watersheds, pollination networks, climate regulation, flood control, and natural buffer zones.</li> <li>• Analysing threats and stresses to regional ecosystems services (incl. coastlines), from settlement growth, biodiversity loss, pollution, invasive species, and unsustainable resource extraction, as well as vulnerabilities to well-being due to dependency on ecosystems services.</li> <li>• Economy and climate-change intersection (e.g., in agriculture, and tourism etc.), and identifying sustainable job creation, green value-chains and economic growth opportunities.</li> <li>• Strategic environmental assessment.</li> </ul>
4.	<p><b>Infrastructure Planning:</b></p>

NO.	SERVICE PROVIDER SKILL SETS AND COMPETENCIES
	<ul style="list-style-type: none"> <li>• Interpreting and assessing information on the condition, capacity, and service areas of regional and municipal infrastructure.</li> <li>• Assessing regional infrastructure vulnerability to climate change impacts and geological threats.</li> <li>• Spatially appraising the accessibility and sufficiency of social infrastructure, including education and healthcare facilities.</li> <li>• Assessing digital infrastructure services connectivity, accessibility, and affordability.</li> <li>• Providing insights on the resilience of infrastructure systems for regional economic competitiveness.</li> </ul>
6.	<p><b>Disaster Risk Management:</b></p> <ul style="list-style-type: none"> <li>• Assessing regionally relevant threats, including natural events (earthquakes, floods, wildfires), technological (nuclear incidents), biological (zoonosis) etc., and their impact on settlements.</li> <li>• Estimating disaster scenarios.</li> <li>• Developing risk reduction strategies.</li> </ul>
7.	<p><b>Energy Resource Planning and Development:</b></p> <ul style="list-style-type: none"> <li>• Assessing energy security of the regional space-economy considering climate-change factors, spatial variation of economic activity, energy demand projections, energy mix (incl. renewable energy pipeline), economic growth aspirations, and affordability etc.</li> <li>• Appraising markets, identifying opportunities for the growth of the energy sector, especially in the renewable energy value chain.</li> <li>• Appraising municipal institutional readiness with respect to capacity, and adoption of policies etc., to enable an efficient energy market in the regional space-economy.</li> </ul>
8.	<p><b>Economic Geography:</b></p> <ul style="list-style-type: none"> <li>• Use of economic indicators such as Gross Value Added, trade statistics, industry forecasts, labour statistics etc.</li> <li>• Assessing regional variation in economic activity based on GVA, land cover, Point of Interest (PoI) density etc., and identifying sector related industry and economic clusters.</li> <li>• Appraising economic diversification of settlements, settlement-sector dependency, and other vulnerabilities to shocks.</li> <li>• Assessing comparative economic productivity and job-driving advantages in the regional spatial economy relative to the national space-economy.</li> <li>• Localising and articulating the impact of global market trends and dynamics, including import and export dependencies, on the regional spatial economy.</li> </ul>

NO.	SERVICE PROVIDER SKILL SETS AND COMPETENCIES
	<ul style="list-style-type: none"> <li>• Appraising the capacity for commercial and industrial expansion in the regional space-economy, given available and planned economic infrastructure.</li> <li>• Identifying the potential consequences of key government policies (national, provincial, or local) on economic development in the regional space-economy.</li> <li>• Identifying growth and development potential, and formulating growth-enabling spatial policies and strategies.</li> </ul>
9.	<p><b>Spatial Analytics:</b></p> <ul style="list-style-type: none"> <li>• GIS and remote sensing tools, as well as various spatial, statistical, and imagery analysis techniques.</li> <li>• Integrating and analysing information and data from diverse sources, and, of diverse formats and types, to generate insights.</li> <li>• Mapping and visualising complex phenomena such as value chains, forward and backward linkages, inter-locational connectivity, market connectivity, functional economic regions etc., and communicating complex spatial information to non-specialists.</li> <li>• Multidisciplinarity and collaboration with experts from diverse domains, including climate science, public health, economics, governance, and infrastructure.</li> </ul>
10.	<p><b>Environmental and Public Health:</b></p> <ul style="list-style-type: none"> <li>• Interdisciplinary approaches to addressing health challenges, including the impact of climate change, environment, and social factors, on health.</li> <li>• Assessing public health risks from climate-induced events (especially floods, heatwaves, and ecosystem changes), environmental pollution and loss of ecosystem services, as well as zoonosis etc.</li> <li>• Water and sanitation risk assessments, including Cumulative Risk Ratings (CRR).</li> <li>• Waste management regulations and compliance.</li> <li>• Assessing the social determinants of health and well-being considering factors such as income, education, and social support etc., identifying vulnerable groups, and addressing health disparities.</li> <li>• Assessing zoonotic risks involving transmission of diseases between animals and humans.</li> </ul>
11.	<p><b>Demography:</b></p> <ul style="list-style-type: none"> <li>• Assessing population growth and decline, migration patterns, age structure, gender distribution, dependency ratios etc.</li> <li>• Projecting population growth and decline in relation to infrastructure demand, including housing, public transport, education, and healthcare facilities etc.</li> </ul>

NO.	SERVICE PROVIDER SKILL SETS AND COMPETENCIES
	<ul style="list-style-type: none"> <li>• Assessing and interpreting regional socio-economic and social cohesion dynamics, including the Gini index, NEET rate (Not in Education, Employment, or Training), violent crime, social conflicts, and protests.</li> <li>• Assessing and interpreting disease surveillance data and identifying health trends, patterns of disease burden considering settlement patterns.</li> </ul>
12.	<p><b>Futures Analysis (scenario planning &amp; systems thinking):</b></p> <ul style="list-style-type: none"> <li>• Scenario planning methodologies and creative exploration of alternative futures.</li> <li>• Scenario planning for strategic decision-making in spatial development planning, articulating the strategic regional actions called for by different scenarios.</li> <li>• Articulating innovation and technology adoption opportunities that align with future trends.</li> <li>• Communication with a diverse stakeholder group to foster a shared understanding of potential futures.</li> </ul>
13.	<p><b>Municipal and Regional Governance:</b></p> <ul style="list-style-type: none"> <li>• Local government (and management authorities) structures, functions, and processes.</li> <li>• Municipal integrated service delivery compliance, in particular relating to water, sanitation, waste management and environment.</li> <li>• Municipal budgets, to ensure overall efficiency of financial management, including being cash-backed, debt servicing, and the implications of debt on development potential.</li> <li>• Local government audits and other performance indicators.</li> <li>• Assessing municipal infrastructure delivery capacity, including availability of consolidated infrastructure portfolios, prioritisation mechanisms, stage-gate processes, financial viability, and maintenance strategies.</li> <li>• Appraising the socio-economic impact of a trend of budget cuts, under-funding, and difficult trade-offs, for key provincial and local government programmes, in geographic terms.</li> <li>• Assessing provincial and national fiscal futures and implications for development spending at the provincial level.</li> <li>• Appraising local government human resources management, in particular the alignment of organograms to service delivery models as well as municipal strategic goals and objectives.</li> <li>• Appraising the complex relationship between good governance, political stability, social cohesion, and business confidence.</li> </ul>
14.	<p><b>Graphic Communication and Design:</b></p> <ul style="list-style-type: none"> <li>• Graphic design tools and software to produce high-quality reports, infographics, visuals, interactive presentations, and visual illustration of</li> </ul>

NO.	SERVICE PROVIDER SKILL SETS AND COMPETENCIES
	<p>complex spatial data that facilitates understanding for non-specialist audience.</p> <ul style="list-style-type: none"> <li>• Maintaining a coherent and professional brand image for the project, in terms of visual elements such as colours, fonts, and images etc.</li> <li>• Crafting materials tailored to different audience groups, ensuring accessibility and inclusivity.</li> <li>• Designing interactive dashboards.</li> </ul>

## 11. EVALUATION FOR MANDATORY CRITERIA

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

- 11.1 Attach a resolution letter authorizing a particular person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bid.
- 11.2 Only duly authorized signatories must sign the original and all copies of the bid offer where required:
  - 11.2.1 In the case of a **ONE-PERSON CONCERN** submitting a bid, this shall be clearly stated on the company letterhead.
  - 11.2.2 In the case of a **COMPANY** submitting a bid, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.
  - 11.2.3 In the case of a **CLOSED CORPORATION** submitting a bid, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.
  - 11.2.4 In the case of a **PARTNERSHIP** submitting a bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such an authorization shall be included in the Tender.
  - 11.2.5 In the case of a **JOINT VENTURE** submitting a tender, must include a resolution of each company of the Joint Venture to sign the documents on behalf of the Joint Venture
- 11.3 The pricing schedule, **SBD 3.1**, must be completed in full. No replication of this document will be accepted. No pricing schedule other than the SBD 3.1 will be accepted. Therefore, failure to complete that attached **SBD 3.1** (pricing schedule) on its original form will lead to disqualification. **NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED.**
- 11.4 The bidder must be registered on the National Treasury Central Supplier database and attach a report as proof or provide registration number (**MAAA**) in the space provided on the SBD1 form.
- 11.5 If the bidder sub-contracts, the sub-contractor(s) must be registered on the National Treasury Central Supplier Database and the sub-contracts bidder must provide a separate Tax Pin and a CSD report as proof thereof and also indicate on **SBD 6.1**.
- 11.6 In bids where **Consortia / Joint Ventures** are involved, each party must submit a separate proof of TCS / PIN / CSD number.
  - 11.6.1 Where the bidder forms a consortium or joint venture, written proof of the contract between all parties must be attached.

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11.7 **Tax Compliance Requirements:**

11.7.1 Bidders must ensure compliance with their tax obligations.

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

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

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

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

**NB: BIDS RECEIVED FROM BIDDERS WITH A NON-COMPLIANT TAX STATUS MAY BE DISQUALIFIED WITH FAILURE TO UPDATE THE TAX STATUS WITHIN 7 DAYS.**

11.8 Copies of qualifications and professional registration/ accreditation required under Table 3 and Table 5 must be certified as a true copy of the original. Other professional qualifications may be considered where relevant and should also be certified as true copies. International qualifications must be accompanied by a South African Qualifications Authority (SAQA) translation, and certified as true copies.

11.9 **Declaration of Interest:** Bidders must declare **ANY FORM of interest** in the project that may be construed by the Client, other bidders, or interested and affected parties, as having an impact on the outcomes of this bid. Failure to declare any such interest could result in the cancellation of the bid (see the attached declaration form).

11.10 Bidders must have an established **presence in the Western Cape** area and must be able to demonstrate this. Acceptable evidence may include: documentation of local office ownership or lease agreements, utility bills or other official correspondence addressed to the local office, proof of employment contracts for staff based in the region, detailed records of previous projects completed in the area, including client references, evidence of local partnerships or collaborations with local organisations or businesses, and local business registration document. Evidence must be included with the submitted bid documentation.

***Note: Any tenderer not complying with the above-mentioned stipulations will be regarded as non-responsive and will therefore not be considered for further evaluation***

## 12. EVALUATION CRITERIA

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

### 12.2 First Stage - Evaluation of Functionality

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

12.2.1 In this phase, bidders' demonstration of competence to execute the project will be assessed against the set functionality criteria outlined in Table 5.

12.2.2 Bidders must ensure that all information requested is provided in detail. Failure on the bidder's part to provide the evidence required to award points will result in no points being awarded for a given criteria.

12.2.3 Points will be allocated in terms of the evidence (attachments) provided by the bidder.

12.2.4 Unclear or incomplete information provided will result in no points being allocated.

**Table 5: Evaluation Criteria: Functionality**

CATEGORY AND CRITERIA	SCORING IN TERMS OF THE CRITERIA	SCORE TOTAL	WEIGHT (Per Category)
<b>1. TEAM LEADER</b>		<b>20</b>	<b>15 %</b>
<p><b>(a) Minimum Qualification and Professional Registration:</b> Must hold NQF levels 7 or 8 (Bachelor's or Honour's degree, or equivalent) in City/ Urban/ Town and Regional Planning, AND registered with South African Council for Planners (SACPLAN) as a Professional Planner, in good standing.</p>	<ul style="list-style-type: none"> <li>Does not hold an NQF levels 7 or 8 (Bachelor's or Honour's degree, or equivalent), and NOT professionally registered. = <b>1 point (poor)</b></li> <li>NQF levels 7 or 8 (Bachelor's or Honour's degree, or equivalent), and NOT professionally registered. = <b>2 points (average)</b></li> <li>NQF level 7 or 8 (Bachelor's or Honour's degree, or equivalent) qualification, AND</li> </ul>	10	

<p><u>Attachment:</u></p> <ul style="list-style-type: none"> <li>• Certified copy of qualifications.</li> <li>• Certified copy of SACPLAN registration certificate (with valid dates).</li> </ul>	<p>professionally registered. = <b>3 points (good)</b></p> <ul style="list-style-type: none"> <li>• NQF level 9 (Master's degree or equivalent), AND professionally registered. = <b>4 points (very good)</b></li> <li>• NQF level 10 (Doctorate or Post-Doctorate), AND professionally registered. = <b>5 points (excellent)</b></li> </ul>		
<p><b>(b) Minimum Experience:</b></p> <p>Must have a <b>minimum of 15-17 years of post-registration</b> experience in strategic spatial development planning.</p> <p><u>Attachments:</u></p> <ul style="list-style-type: none"> <li>• Copy of comprehensive CV, detailing: <ul style="list-style-type: none"> <li>○ Years of relevant post-registration experience in spatial development planning.</li> </ul> </li> </ul>	<p><u>Years of Team Leader's post-registration experience:</u></p> <ul style="list-style-type: none"> <li>• Less than 12 years. = <b>1 point (poor)</b></li> <li>• 12-14 years. = <b>2 points (average)</b></li> <li>• 15-17 years. = <b>3 points (good)</b></li> <li>• 18-20 years. = <b>4 points (very good)</b></li> <li>• 20+ years. = <b>5 points (excellent)</b></li> </ul>	10	
<p><b>2. TEAM COMPOSITION</b></p>		40	20%
<p><b>(a) Infrastructure Specialist</b></p> <p><b>i) Minimum Qualification &amp; Registration:</b></p> <p>Must hold <b>at least an NQF level 7</b> (Bachelor's degree or equivalent) in Civil Engineering, Environmental Engineering, Infrastructure Planning, or a related field, <b>AND registered</b> with the Engineering Council of South Africa (ECSA) as a Professional Engineer (Pr. Eng.) OR Professional Engineering Technologist (Pr. Tech. Eng.), <b>in good standing.</b></p> <p><u>Attachment:</u></p> <ul style="list-style-type: none"> <li>• Certified copy of qualifications.</li> <li>• Certified copy of ECSA registration certificate.</li> </ul>	<ul style="list-style-type: none"> <li>• Does not hold an NQF level 7 (Bachelor's degree or equivalent), and NOT professionally registered. = <b>1 point (poor)</b></li> <li>• NQF level 7 (Bachelor's degree or equivalent), and NOT professionally registered. = <b>2 points (average)</b></li> <li>• NQF level 7 (Bachelor's degree or equivalent), AND professionally registered. = <b>3 points (good)</b></li> <li>• NQF level 8 (Honour's degree or equivalent), AND professionally registered. = <b>4 points (very good)</b></li> <li>• NQF level 9, or higher (Master's, or Doctorate), AND professionally registered. = <b>5 points (excellent)</b></li> </ul>	5	
<p><b>(b) Geographic Information Science Professional</b></p> <p><b>i) Minimum Qualification &amp; Registration:</b></p> <p>Must hold <b>at least an NQF level 7</b> (Bachelor's degree or equivalent) in Geography, GIS, Geomatics, Environmental Management, or a relevant field, <b>AND registered</b> with the South African Geomatics Council (SAGC) as Professional</p>	<ul style="list-style-type: none"> <li>• Does not hold an NQF level 7 (Bachelor's degree or equivalent), and NOT professionally registered. = <b>1 point (poor)</b></li> <li>• NQF level 7 (Bachelor's degree or equivalent), and NOT professionally registered. = <b>2 points (average)</b></li> <li>• NQF level 7 (Bachelor's degree or equivalent), AND professionally registered. = <b>3 points (good)</b></li> </ul>	5	

<p>GISc. Practitioner, <b>in good standing</b>.</p> <p><u>Attachment:</u></p> <ul style="list-style-type: none"> <li>• Certified copy of qualifications.</li> <li>• Certified copy of SAGC registration certificate.</li> </ul>	<ul style="list-style-type: none"> <li>• NQF level 8 (Honour's degree or equivalent), AND professionally registered. = <b>4 points (very good)</b></li> <li>• NQF level 9 or higher (Master's, or Doctorate), AND professionally registered. = <b>5 points (excellent)</b></li> </ul>		
<p><b>(c) City/Urban/Town and Regional Planner 1</b></p> <p><b>i) Minimum Qualification &amp; Registration:</b></p> <p>Must hold <b>at least an NQF level 7</b> (Bachelor's degree or equivalent) in City/ Urban/ Town and Regional Planning, <b>AND registered</b> with the South African Council for Planners (SACPLAN) as a Professional Planner (Pr. Pln.), <b>in good standing</b>.</p> <p><u>Attachment:</u></p> <ul style="list-style-type: none"> <li>• Certified copy of qualifications.</li> <li>• Certified copy of SACPLAN registration certificate (with valid dates).</li> </ul>	<ul style="list-style-type: none"> <li>• Does not hold an NQF level 7 (Bachelor's degree or equivalent), and NOT professionally registered. = <b>1 point (poor)</b></li> <li>• NQF level 7 (Bachelor's degree or equivalent), and NOT professionally registered. = <b>2 points (average)</b></li> <li>• NQF level 7 (Bachelor's degree or equivalent), AND professionally registered. = <b>3 points (good)</b></li> <li>• NQF level 8 (Honour's degree or equivalent), AND professionally registered. = <b>4 points (very good)</b></li> <li>• NQF level 9, or higher (Master's, or Doctorate), AND professionally registered. = <b>5 points (excellent)</b></li> </ul>	5	
<p><b>(d) City/Urban/Town and Regional Planner 2</b></p> <p><b>ii) Minimum Qualification &amp; Registration:</b></p> <p>Must hold <b>at least an NQF level 6</b> (National Diploma or equivalent) in City/ Urban/ Town and Regional Planning <b>AND registered</b> with the South African Council for Planners (SACPLAN) as a Professional Planner (Pr. Pln.) OR Technical Planner (Tech. Pln.), <b>in good standing</b>.</p> <p><u>Attachment:</u></p> <ul style="list-style-type: none"> <li>• Certified copy of qualifications.</li> <li>• Certified copy of SACPLAN registration certificate (with valid dates).</li> </ul>	<ul style="list-style-type: none"> <li>• Does not hold an NQF levels 6 (National Diploma or equivalent), and NOT registered accordingly. = <b>1 point (poor)</b></li> <li>• Two City/Urban/Town and Regional Planners with NQF levels 6 (National Diploma or equivalent), and NOT registered accordingly. = <b>2 points (average)</b></li> <li>• Two City/Urban/Town and Regional Planners both with NQF levels 6 (National Diploma or equivalent), AND both registered accordingly. = <b>3 points (good)</b></li> <li>• NQF level 7 or 8 (Bachelor's or Honour's degree, or equivalent) qualification, AND registered accordingly. = <b>4 points (very good)</b></li> <li>• NQF level 9 or higher (Master's, or Doctorate), AND registered accordingly. = <b>5 points (excellent)</b></li> </ul>	5	
<p><b>(e) Environmental Specialist</b></p> <p><b>i) Minimum Qualification:</b></p> <p>Must hold <b>at least an NQF level 7</b> (Bachelor's degree or equivalent) in Environmental Science/</p>	<ul style="list-style-type: none"> <li>• NQF level 5 (Higher Certificate) or lower. = <b>1 point (poor)</b></li> <li>• NQF level 6 (or National Diploma). = <b>2 points (average)</b></li> <li>• NQF level 7 (Bachelor's degree or equivalent). = <b>3 points (good)</b></li> </ul>	5	

<p>Management/ Economics, Ecology, or a related field.</p> <p><u>Attachment:</u></p> <ul style="list-style-type: none"> <li>• Certified copy of qualifications.</li> </ul>	<ul style="list-style-type: none"> <li>• NQF level 8 (Honour's degree or equivalent). = <b>4 points (very good)</b></li> <li>• NQF level 9 or higher (Master's, or Doctorate). = <b>5 points (excellent)</b></li> </ul>		
<p><b>(f) Economist</b></p> <p><b>i) Minimum Qualification:</b></p> <p>Must hold <b>at least an NQF level 7</b> (Bachelor's degree or equivalent) in Economics, Industrial Economics, Urban Economics, Economic Geography, or a related field.</p> <p><u>Attachment:</u></p> <ul style="list-style-type: none"> <li>• Certified copy of qualifications</li> </ul>	<ul style="list-style-type: none"> <li>• NQF level 5 (Higher Certificate) or lower. = <b>1 point (poor)</b></li> <li>• NQF level 6 (or National Diploma). = <b>2 points (average)</b></li> <li>• NQF level 7 (Bachelor's degree or equivalent). = <b>3 points (good)</b></li> <li>• NQF level 8 (Honour's degree or equivalent). = <b>4 points (very good)</b></li> <li>• NQF level 9 or higher (Master's, or Doctorate). = <b>5 points (excellent)</b></li> </ul>	5	
<p><b>(g) Statistician/ Demographer</b></p> <p><b>i) Minimum Qualification:</b></p> <p>Must hold <b>at least an NQF level 7</b> (Bachelor's degree or equivalent) in Statistics, Demography, Future Studies, or Actuarial Science.</p> <p><u>Attachment:</u></p> <ul style="list-style-type: none"> <li>• Certified copy of qualifications.</li> </ul>	<ul style="list-style-type: none"> <li>• NQF level 5 (Higher Certificate) or lower. = <b>1 point (poor)</b></li> <li>• NQF level 6 (or National Diploma). = <b>2 points (average)</b></li> <li>• NQF level 7 (Bachelor's degree or equivalent). = <b>3 points (good)</b></li> <li>• NQF level 8 (Honour's degree or equivalent). = <b>4 points (very good)</b></li> <li>• NQF level 9 or higher (Master's, or Doctorate). = <b>5 points (excellent)</b></li> </ul>	5	
<p><b>(h) Public Governance Specialist</b></p> <p><b>i) Minimum Qualification:</b></p> <p>Must hold <b>at least an NQF level 7</b> (Bachelor's degree or equivalent) in Public Policy, Public Management, Public Administration, Public Finance, Public Accountability, Public Governance, Public Law, or a related field.</p> <p><u>Attachment:</u></p> <ul style="list-style-type: none"> <li>• Certified copy of qualifications.</li> </ul>	<ul style="list-style-type: none"> <li>• NQF level 5 (Higher Certificate) or lower. = <b>1 point (poor)</b></li> <li>• NQF level 6 (or National Diploma). = <b>2 points (average)</b></li> <li>• NQF level 7 (Bachelor's degree or equivalent). = <b>3 points (good)</b></li> <li>• NQF level 8 (Honour's degree or equivalent). = <b>4 points (very good)</b></li> <li>• NQF level 9 or higher (Master's, or Doctorate). = <b>5 points (excellent)</b></li> </ul>	5	
<b>3. MINIMUM EXPERIENCE FOR THE TEAM COMPOSITION</b>		<b>15</b>	<b>10%</b>
<p><b>Minimum Experience:</b></p> <p>Must have a minimum of <b>10-12</b> years of proven experience.</p> <p><u>Attachment:</u></p> <ul style="list-style-type: none"> <li>• Copy of comprehensive CV, detailing relevant experience and total number of years.</li> </ul>	<ul style="list-style-type: none"> <li>• Less than 7 years. = <b>1 point (poor)</b></li> <li>• 7-9 years. = <b>2 points (average)</b></li> <li>• 10-12 years. = <b>3 points (good)</b></li> <li>• 13-15 years. = <b>4 points (very good)</b></li> <li>• More than 15 years. = <b>5 points (excellent)</b></li> </ul>	<b>15</b>	
<b>4. REFERENCE LETTERS</b>		<b>10</b>	<b>15%</b>

<p><b>(a) Team Leader</b></p> <p><b>i) Minimum Requirement:</b>        Must have <b>LED</b> a minimum of 3 strategic national, provincial, or regional spatial development planning projects previously, proven by a <b>minimum of 3 reference letters indicating that the clients' expectations were met.</b></p> <p>These projects should include, but not limited to: (i) National, Provincial, or Regional Spatial Development Frameworks (SDFs); (ii) Provincial and Regional Economic Growth and Development Strategies (GDSs); (iii) Regional Industrial Development Plans (e.g., establishing and operationalising SEZs and IDZs); (iv) Sector-specific Strategies/Plans/Frameworks (e.g., addressing issues like energy, water, agriculture, or environment); (v) National, Provincial, or Regional Transport and Mobility Plans (e.g., PLTFs); (vi) Infrastructure Development Strategies/Plans (vii) Rural Development Strategies/Plans; (viii) Strategic Environmental Assessments (SEAs); (ix) Disaster Management Plans etc.,.</p> <p><u>Attachments:</u></p> <ul style="list-style-type: none"> <li>• Reference letters <b>relevant</b> to project leadership in strategic national, provincial, or regional spatial development planning, and containing the following information:           <ul style="list-style-type: none"> <li>○ client name/ letterhead/ logo (as applicable)</li> <li>○ project name</li> <li>○ scope of work (brief description)</li> <li>○ project value</li> <li>○ project start-end dates</li> <li>○ name of project lead</li> <li>○ overall quality of work and client's satisfaction with project outcome</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>1 reference letter</b> that is relevant to strategic national, provincial, or regional spatial development planning. = <b>1 point (poor)</b></li> <li>• <b>2 reference letters</b> that are relevant to strategic national, provincial, or regional spatial development planning. = <b>2 points (average)</b></li> <li>• <b>3 reference letters</b> that are relevant to strategic national, provincial, or regional spatial development planning, and they contain <b>basic information</b> that indicate that the <b>clients' expectations were met</b> with <b>satisfactory project leadership = 3 points (good)</b></li> <li>• <b>4 reference letters</b> that are relevant to strategic national, provincial, or regional spatial development planning, and at least <b>3 letters contain some detailed information</b> that indicate that the client's expectations were met and above satisfactory in terms of project outcomes, strong project leadership experience and overall success = <b>4 points (very good)</b></li> <li>• <b>5 reference letters</b> that are relevant to strategic national, provincial, or regional spatial development planning, and at least <b>4 letters contain comprehensive details/ information</b> that indicate that the client's expectations were met to an exceptional level in terms of project outcomes, successful delivery of the projects therefore demonstrating excellent and impactful project leadership = <b>5 points (excellent)</b></li> </ul>	5	
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<ul style="list-style-type: none"> <li>o signature of client and contact details for verification purposes</li> </ul>			
<p><b>(b) Professional Team</b></p> <p><b>ii) Minimum Requirement:</b>  <b>At least 1 Reference Letter</b> per core professionals (excluding the Team Leader) must be provided, demonstrating prior experience in strategic national, provincial, regional, or municipal spatial development planning projects.</p> <p>The <b>core professional team members</b> required for this project are:</p> <ol style="list-style-type: none"> <li>1. Infrastructure Specialist</li> <li>2. Geographic Information Science Professional</li> <li>3. City/Urban/Town and Regional Planning (X2 persons)</li> <li>4. Environmental Specialist, and</li> <li>5. Economist</li> </ol> <p>The <b>extended professional team members</b> required for this project are:</p> <ol style="list-style-type: none"> <li>6. Statistician/ Geographer</li> <li>7. Public Governance Specialist</li> </ol> <p>Reference letters should be issued by the Client (to whom the company was contracted on a particular project).</p> <p>The reference letters should indicate the professional team member's role in the project. However, where Client's reference letter is issued in the name of a firm/ company, that same firm/ company must attach a supplementary letter signed by the owner/ director/ chief executive, confirming the team member's participation and providing details of his/her role and responsibilities in that particular project.</p> <p><u>Attachment:</u></p> <ul style="list-style-type: none"> <li>• Client-issued Reference letters with the following information:</li> </ul>	<ul style="list-style-type: none"> <li>• <b>1-2 Reference letters</b> (1 per core professional), and where such letters are not relative to strategic spatial planning projects at national, provincial, regional, or municipal level = <b>1 point (poor)</b></li> <li>• <b>3-4 Reference letters</b> (1 per core professional), and where such letters may not be totally relative to strategic spatial planning projects at national, provincial, regional, or municipal level = <b>2 points (average)</b></li> <li>• <b>5 Reference letters</b> (1 per core professional) and where such letters are relative to strategic spatial planning projects at national, provincial, regional, or municipal level = <b>3 points (good)</b></li> <li>• <b>6 Reference Letters: 5 Reference letters</b> (1 per core professional) <b>PLUS 1 additional reference letter</b> for any 1 of the <u>extended team professionals</u>, and where such letters are relative to strategic spatial planning projects at national, provincial, regional, or municipal level = <b>4 points (very good)</b></li> <li>• <b>7 or more Reference Letters: 5 Reference letters</b> (1 per core professional) <b>PLUS 2 or more additional reference letters</b> for the <u>extended team professionals</u>, and where such letters are relative to strategic spatial planning projects at national, provincial, regional, or municipal level = <b>5 points (excellent)</b></li> </ul>	5	

<ul style="list-style-type: none"> <li>○ client name/ letterhead/ logo (as applicable)</li> <li>○ project name</li> <li>○ project start-end dates</li> <li>○ scope of work (brief description)</li> <li>○ name of the professional and their contribution to the project (preferably)</li> <li>○ client's satisfaction with the professional's contribution to the project</li> <li>○ signature of client and contact details for verification purposes</li> </ul> <p><b>AND WHERE THE REFERENCE LETTERS DO NOT CONTAIN THE NAME/S OF THE PROFESSIONAL TEAM MEMBER/S INVOLVED IN THE PROJECT, THEN ALSO ATTACH</b></p> <ul style="list-style-type: none"> <li>• Supplementary Reference letters from the Firm/ Company that provide details of any team member's role on a project as referenced in a Client's Reference Letter (i.e. where the Client's Reference Letter does not specify the professional team members).</li> <li>• Any Supplementary Reference Letter/s from the company owner/ director/ chief executive must:- <ul style="list-style-type: none"> <li>○ Be on the Company Letterhead, indicate the Name of the company/ logo (as applicable)</li> <li>○ Indicate Project name (as referenced in the Client's Reference Letter)</li> <li>○ The name/s of the professional team member/s and their role/ responsibilities on that particular project</li> <li>○ The signature of the company's owner/ director/ chief executive and contact details</li> </ul> </li> </ul>			
<b>5. INTERPRETATION OF THE TOR AND RESPONSIVENESS</b>		<b>10</b>	<b>30%</b>

<p><b>i) Minimum criteria:</b> The proposal must demonstrate <b>adequate understanding</b> of:</p> <ul style="list-style-type: none"> <li>• The <b>provincial strategic priorities</b>, with a reasonable explanation of <b>how the WCSDF 2035 can advance these</b>.</li> <li>• <b>Regional resilience as an organising framework</b> for spatial policy coordination.</li> <li>• The <b>main aspects of the scope of work</b> (i.e., from strategic priorities, to; regional resilience analysis and future scenarios; spatial investment framework; guidelines, principles, and assumptions; spatial decision matrix, WCSDF 2035 performance evaluation framework; and regional resilience spatial monitoring) <b>and their interconnectedness</b>.</li> </ul> <p><b>ii) More than adequate understanding of the minimum criteria will involve:</b></p> <ul style="list-style-type: none"> <li>• A more comprehensive and insightful understanding of the provincial strategic priorities, with a compelling articulation of how the WCSDF 2035 can advance them.</li> <li>• A more developed understanding of regional resilience with a strong emphasis on techniques for linking it to spatial policy coordination.</li> <li>• Detailed and practical understanding of the main aspects of the scope of work (i.e., from strategic priorities, to; regional resilience analysis and future scenarios; spatial investment framework; guidelines, principles, and assumptions; spatial decision matrix, WCSDF 2035 performance evaluation framework; and regional resilience spatial monitoring) and their interconnectedness, offering innovative approaches/ methods/ techniques, and</li> </ul>	<ul style="list-style-type: none"> <li>• The proposal demonstrates <b>adequate understanding on at least of the minimum criteria. = 1 point (poor)</b></li> <li>• The proposal demonstrates <b>adequate understanding on at least 2 of the minimum criteria. = 2 points (average)</b></li> <li>• The proposal demonstrates <b>adequate understanding on all 3 of the specified minimum criteria. = 3 points (good)</b></li> <li>• The proposal demonstrates <b>more than adequate understanding on all 3 of the minimum criteria.</b></li> <li>• The proposal demonstrates <b>more than adequate understanding of all 3 of the minimum criteria</b> and exemplify exceptional commitment to a citizen-centric approach, with innovative strategies for ensuring the incorporation of inclusivity, gender equality, and human rights considerations throughout the project. <b>= 5 points (excellent)</b></li> </ul>	<p>10</p>	
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<p>demonstrating clear understanding and application.</p> <p><u>Attachment:</u></p> <ul style="list-style-type: none"> <li>• A comprehensive proposal responding to the project requirements as articulated in the ToR, included in the bid documentation as separate and attached, or forming part of the proposal.</li> </ul>			
<p><b>6. PROJECT PLAN</b></p>		<p><b>5</b></p>	<p><b>10%</b></p>
<p><b>i) Minimum criteria:</b></p> <p>The following aspects must be identifiable in the project plan:</p> <ul style="list-style-type: none"> <li>• Project phases and activities</li> <li>• Allocation of human resource (i.e., responsibility for each activity)</li> <li>• Allocation of budget (i.e., how costs are allocated across activities and phases)</li> <li>• Project schedule (i.e., timelines, dependencies, and critical paths)</li> <li>• Project milestones and deliverables</li> </ul> <p><b>Quantitative assessment:</b> The scoring will assess the inclusion of the minimum criteria in the project plan.</p> <p><b>Qualitative assessment:</b> The scoring will assess the content of the project plan, including the level of detail, alignment with project scope, clarity, feasibility of timelines, proactive risk management (e.g., anticipated delays) etc.</p> <p><u>Attachment:</u></p> <ul style="list-style-type: none"> <li>• Comprehensive project plan showing Work Breakdown Structure (WBS) and Gantt Chart, to be included in the bid documentation as part of the proposal.</li> </ul>	<ul style="list-style-type: none"> <li>• The project plan includes <b>at least 1 of the specified minimum criteria</b>. The information provided is insufficient for effective project execution. = <b>1 point (poor)</b></li> <li>• The project plan includes <b>2-3 of the specified minimum criteria</b>. The information provided is inadequate for satisfactory project execution. = <b>2 points (average)</b></li> <li>• The project plan includes <b>all 5 of the specified minimum criteria</b>. The detail and comprehension of the information is satisfactory for project execution. = <b>3 points (good)</b></li> <li>• The project plan includes <b>all 5 of the specified minimum criteria</b>. The detail and comprehension of the information is very good for project execution. = <b>4 points (very good)</b></li> <li>• The project plan includes <b>all 5 of the specified minimum criteria</b>. The detail and comprehension of the information is superior for project execution. = <b>5 points (excellent)</b></li> </ul>	<p>5</p>	
<p><b>TOTAL</b></p>		<p><b>100</b></p>	<p><b>100%</b></p>

**NB: BIDDERS WHO FAIL TO ACHIEVE A MINIMUM OF 60 POINTS OUT OF 100 POINTS FOR FUNCTIONALITY WILL BE DISQUALIFIED. THIS MEANS THAT SUCH BIDS WILL NOT PROCEED TO EVALUATION ON PRICE.**

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price value of offer tender consideration

Pmin = Price value of lowest acceptable tender

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

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

12.3.4 Only the tender with the highest number of points scored may be selected.

Stipulation of preference point system to be used: the Department hereby stipulates the preference point system which will be applied in the adjudication of price quotations:

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

The maximum points for this tender are allocated as follows:

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

12.4.1 The tender must make sure that they complete the **SBD 6.1** attached so that they can claim the Specific Goals (20) points.

12.4.2 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.

12.4.3 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.

12.4.4 Bidders who wish to claim points in terms of table 4.2 on **SBD 6.1** need to provide proof for each point claimed as guided below:

- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who has a disability – **attach doctor’s letter confirming the disability**
- Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Specific goal: **Locality** – Promotion of South African owned enterprises with branch in western cape.

**Tenders Must Provide One Of The Below:**

- I. A **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
- II. A valid lease agreement from the lessor **or**
- III. A letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.

**Table 6: Evaluation Criteria: Historically Disadvantaged Individuals**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
II. Who is female	5		

III. Who has a disability	2		
IV. Specific goal: Youth	2		
V. Specific goal: Promotion of South African owned enterprises	3		

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

13.1 Awarding of the bid will be subject to the Service Provider’s express acceptance of the Department’s Supply Chain Management’s general contract conditions.

13.2 The Client and Service Provider will enter into a Services Level Agreement (SLA) upon appointment. Such SLA will include, but not be limited to details, regarding the following:

- a) Period of agreement;
- b) Project objectives and scope;
- c) Project team;
- d) Project plan and project plan management;
- e) Budget;
- f) Cost and fee payment;
- g) Method of communication;
- h) Reporting relationship;
- i) Deliverables and terms of deliverables;
- j) Reviews;
- k) Deliverables and project sign-off
- l) Data sourcing and management
- m) WCSDf 2035 e-Platform
- n) Uncompleted work;
- o) Confidentiality;
- p) Disputes; and
- q) Financial penalties and termination of contract.

13.3 The service provider should submit an acceptance letter to the Client and be available to commence the project within five (5) days after receiving the official order and the Service Level Agreement signed.

13.4 This document together with all agreements reached during the course of the project become part of the contract.

13.5 Upon the Client's acceptance of the final product, the appointed service provider will be responsible for correcting any errors or addressing any gaps discovered in the data or project, at no additional cost to the Client. This obligation will remain in effect for one month from the date the project is completed and submitted to the Client.

#### **14. PAYMENTS**

14.1 Payments will be on work-completed basis, i.e. on set milestones as per the approved project plan to the satisfaction of the Client, and subject to the phased submission of relevant project data agreed to. If for any reason the service provider is unable to hand over all data ownership and copyright to the Client, this must be clearly stated in the bid, and reasons provided.

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

14.3 For telephone, cell phone, and fax calls, an itemised billing will be required as proof of official or work-related calls.

14.4 Invoicing will be based on deliverables and subject to the acquisition of the project's data where relevant. If for whatever reason the service provider is unable to hand over all data ownership and copyright to the WCG, this must be clearly stated in the proposal, and reasons provided.

#### **15. FINANCIAL PENALTIES**

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

a) Timely notification of such delays,

b) Valid reasons for the delays, and

c) Supporting evidence that the delays were outside of the influence of the service provider.

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

#### **16. UNDUE DELAY REMEDIES**

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

16.2

**Table 7: Remedies**

<b>Milestone</b>	<b>% Payment</b>	<b>5 days overdue</b>	<b>10 days overdue</b>	<b>15 days overdue</b>	<b>30 days overdue</b>	<b>More than 30 days overdue</b>
<b>Phase 1:</b>	5%	10%	25%	50%	75%	100%
<b>Phase 2:</b>	15%	20%	30%	60%	80%	100%
<b>Phase 3:</b>	20%	20%	25%	50%	75%	100%
<b>Phase 4:</b>	30%	30%	40%	50%	85%	100%
<b>Phase 5:</b>	10%	20%	40%	75%	85%	100%
<b>Phase 6:</b>	20%	40%	60%	75%	85%	100%
<b>TOTAL</b>	<b>100%</b>					

**17. RETENTION**

- 17.1 The Department shall retain 10% of the total project cost in the case of late or non-delivery of the Cabinet approved WCSDF, in terms of section 15 of SPLUMA.
- 17.2 The Service Provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after milestone due date.
- 17.3 The Service Provider may apply to the Client for an extension on the delivery date on any milestone – provided that the service provider gives valid reason(s) to the satisfaction of the Client.

**18. EXTRA WORK**

- 18.1 Any costs for extra work by the service provider, incurred over and above this bid which, in the sole opinion of the Client are due to reasons attributable to the Service Provider during any phase of the project shall be borne by the Service Provider.

**19. SIGN OFF**

- 19.1 The project will be signed off by the Client when:
  - a) All end products have been delivered and deliverables per phase have been recommended for approval by the PMT.

- b) A formal presentation has been made to the Client and to the Client's satisfaction (noting that certain approvals through Cabinet Structures in the Western Cape Province will apply).

**20. DECLARATION OF CONFIDENTIALITY**

- 20.1 The Service Provider shall regard all information in, or in support of the project, as confidential and may not use any information for personal, financial, Intellectual Property or third-party gain.
- 20.2 All communication with the media regarding this project (if any) will be managed by the Client and conducted through the communication component of the Client.
- 20.3 The successful Service Provider agrees to maintain the confidentiality of all records and information related to the project and will not disclose any such records or information to third parties without the prior written consent of both the Client.

**21 OPT-OUT CLAUSE**

- 21.1 The Department reserves the discretion to withhold an appointment if no suitable candidate is found.
- 21.2 The Department reserves the right to terminate the contract if there is clear evidence of non-performance.

**22 DECLARATION OF CONFIDENTIALITY**

- 22.1 The Service Provider shall regard all information in, or in support of the project, as confidential and may not use any information for personal or 3<sup>rd</sup> party gain.
- 22.2 All communication with the media regarding this project (if any) will be conducted through the communication component of the Garden Route District Municipality.

**23 CONTACT PERSON FOR TECHNICAL ENQUIRIES**

23.1 All technical enquiries must be forwarded to:

Directorate: Spatial Planning and Land Use Management Services (Western Cape)  
 Provincial Shared Services Centre: Western Cape, 14 Long Street, Cape Town  
 Department of Agriculture, Land Reform and Rural Development  
 Private Bag X9159  
 Cape Town  
 8000

Attention: Mr. Ashley Hay  
 Telephone: 082 307 5352

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

23.2 All Supply Chain Management (SCM) enquiries must be forwarded to:

Ms. Mpho Mudau

Supply Chain Practitioner

Tel: (021) 409 0551

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

**24 PUBLICATION OF BID DOCUMENT**

**ADVERT PERIOD:** 21 days

**PUBLICATION DATE:** 16 October 2024

**CLOSING DATE:** 05 NOVEMBER 2024

**IT IS THE PROSPECTIVE BIDDER’S RESPONSIBILITY TO ENSURE THAT  
 COURIER DELIVERIES MUST BE GIVEN INSTRUCTIONS TO DROP  
 PROPOSALS INSIDE THE BID BOX AS NO WAYBILLS WILL BE SIGNED  
 BY OFFICIALS OF THE DALRRD.**

**25      OBTAINABILITY OF BID DOCUMENT**

The bid document will be available on the departmental website or the National Treasury e-tender portal site (current tenders).