

5/2/2/1 NC RDLR - 0005 (2018/2019)

DESCRIPTION: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE JOHN TAOLO GAETSEWE DISTRICT AGRI-HUB PRECINCT PLAN WITHIN A PERIOD OF EIGHT (8) MONTHS IN THE NORTHERN CAPE PROVINCE

NO COMPULSORY BRIEFING SESSION FOR THIS BID:

CLOSING DATE: 05 APRIL 2019

**Venue: NEW PUBLIC BUILDING (KNOWN AS COURT BUILDING),
CORNER KNIGHT & STEAD STREET, 6TH FLOOR
KIMBERLY
8301**

TECHNICAL ENQUIRIES:

Mr J Duplessis
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BID RELATED ENQUIRIES:

Ms K Mothibi
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rural development & land reform

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SHARED SERVICE CENTRE: NORTHERN CAPE

Directorate: Financial and Supply Chain Management Services: **Sub-Directorate:** Demand and Acquisition Management Services:
Enquiries: Ms R Mugwari: **Tel:** (053) 830 4000

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

CLOSING TIME: 11H00

CLOSING DATE: 05 April 2019

DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE JOHN TAOLO GAETSEWE DISTRICT AGRI-HUB PRECINCT PLAN WITHIN A PERIOD OF EIGHT (8) MONTHS IN THE NORTHERN CAPE PROVINCE

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the SBD 1, SBD 2, SBD 4, SBD 6.1, SBD 6.2, SBD 8, SBD 9, GCC and Specification.
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. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Name and Address of the bidder, and closing date and time.
5. The bid must be addressed to the Director: Finance and Supply Chain Management, Provincial Shared Service Centre, Department of Rural Development and Land Reform, in order to reach the destination no later than the closing date and time. The bid must be deposited in the bid box situated on the 6th floor reception area of the Department of Rural Development and Land Reform, Corner Knight & Stead Street, 6th floor Court Building Kimberley 8301. **Bidders must ensure that bids are delivered timeously to the correct address. (failure to comply will disqualify your proposal)**

Yours faithfully

Signed

Mr Sibusiso Moloinyane

Deputy Director: Supply Chain Management

Date: 13 March 2019

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.

T2.2.9 FORM I: 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 <i>20 May 2000</i> ,	
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 <i>Mabel House (Pty) Ltd.</i>	
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:	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

origin and which have the potential to harm the local industries in the RSA.

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

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

- (d) for each appropriate unit of the supplied goods; 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	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

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

Js General Conditions of Contract (revised July 2010)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	5/2/2/1 – NC RDLR 0005(2018/2019)	CLOSING DATE:	05 APRIL 2019	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE JOHN TAOLO GAETSEWE DISTRICT AGRI-HUB PRECINCT PLAN WITHIN A PERIOD OF EIGHT (8) MONTHS IN THE NORTHERN CAPE PROVINCE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM					
CNR KNIGHT & STEAD STREET					
KIMBERLEY					
8301					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No
		[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	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.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

CENTRAL SUPPLIER DATABASE (CSD) NUMBER:

Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders ☐ Good standing ☐

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

Particulars of applicant

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

Particulars of representative (Public Officer/Trustee/Partner)

Surname																
First names																
ID/Passport no						Income Tax ref no										
Telephone no						Fax no										
E-mail address																
Physical address																

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

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

--

Signature of representative/agent Date

Name of representative/agent

Declaration

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

--

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

[illegible]

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

of

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we acknowledge that:

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

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

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

DATE:
ADDRESS
.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



rural development & land reform

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

Branch: Spatial Planning and Land Use Management

30 Du Toitspan Road, Flaxley House Building, 3rd Floor, Room 301, **Kimberley** 8300; Tel: (053) 832 4588; Fax: (053) 832 1482

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE JOHN TAOLO GAETSEWE DISTRICT AGRI-HUB PRECINCT PLAN WITHIN A PERIOD OF EIGHT (8) MONTHS IN THE NORTHERN CAPE PROVINCE

1. INTRODUCTION

The Department of Rural Development and Land Reform (DRDLR) requires the services of one (1) or a consortium of suitably qualified firms to develop an Agri-Hub precinct plan for John Taolo Gaetsewe District Agri-Hub located in Kuruman within the Northern Cape Province.

2. PROJECT DEFINITION & OBJECTIVES

- 2.1 Precincts are not necessarily formal administrative areas in terms of current planning legislation or policies. Precinct commonly refers in planning to a geographically smaller area with specific characteristics that requires detailed planning within the broader administrative boundaries of a municipality and the exact size of precincts will thus vary. Similarly, the Agri-Hub precinct is a spatially explicit area within a municipal area that is subject to particular administrative arrangements to protect and promote rural and regional landscape values and supporting activities within the Agri-Hub precinct. The Agri-Hub precinct must be identified and delineated using cadastral maps and boundaries showing those land parcels that fall within and outside the precinct.
- 2.2 The Agri-Hub precinct can be developed to provide a new desired development pattern to a functionally obsolete area, alter existing land use disparities, protect and promote existing predominant or preferred future dominant land uses and associated ancillary or compatible land uses. Example of core attributes a precinct plan should protect and promote includes:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AGRI-HUB PRECINCT PLAN WITHIN A PERIOD OF EIGHT (8) MONTHS IN THE NORTHERN CAPE PROVINCE

- A sense of place;
- Functional built environment to promote:
 - Accessibility-paths and linkages
 - Equity-even distribution of resources
 - Integration- place making
 - Functionality-compatibility of land use activities
- Sustainability-social, economic, institutional enhancement and environmental protection
- Economic activities and opportunities;
- Agriculture;
- Intensive animal production;
- forestry;
- Water resources, availability, use and management;
- Rural or eco-tourism;

2.3 A precinct plan is a planning tool that sets out a vision for the future development of a place. It establishes a planning and management framework to guide development and land-use change and aims to achieve environmental, social and economic objectives. Precinct plans, within the framework of higher-level plans (such as PSDFs, RSDFs, MSDFs), therefore provide more detailed proposals for areas where significant development and change is anticipated, so as to avoid having to prepare very detailed local planning policies and objectives for many specific areas within SDFs. Typically a precinct is a geographically smaller area with specific characteristics (areas that require economic, physical and social renewal, or areas likely to be subject to large scale development within the planning horizon of an SDF).

2.4 A Precinct Plan such as is required by this project should take in to account all of the issues affecting an area, including its buildings and spaces, land uses, activities and transport. An essential aspect of the precinct planning process is feedback from the municipality and community on how the area should evolve. An important phase of the precinct planning process requires consultation with the municipality, community, residents, businesses and the development industry to determine the best outcome for the precinct area.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AGRI-HUB PRECINCT PLAN WITHIN A PERIOD OF EIGHT (8) MONTHS IN THE NORTHERN CAPE PROVINCE

- 2.5 The Agri-Hub precinct plan requires detailed and ongoing consultation with relevant stakeholders and its local community. From the background research, analysis and consultation, the precinct plan determines what is working well in an area and how this can be enhanced, as well as how the area can grow and change in the future. It provides clear strategies and detailed actions for how this can be achieved through the implementation of the precinct plan over time
- 2.6 The precinct plan will inform interventions by both the public and private sectors in order to facilitate economic growth and development through social, spatial and economic development and/or regeneration and appropriate density and land-use interventions in this nodal area(s). The aim is to initiate, stabilize, consolidate and promote economic development in the precinct and to enhance business efficiencies and opportunities as a response to various government initiatives by proposing appropriate land-use interventions or densities within this nodal area.
- 2.7 The proposals in the Agri-Hub precinct plan should inform the overall development of the precinct in terms of medium to long-term strategic interventions needed to promote the development of spatially and economically integrated precincts that are attractive, efficient, convenient, safe and effectively managed. The interventions will also promote restructuring, sustainable communities, economic development, poverty alleviation and environmental sustainability.
- 2.8 The primary aim of a precinct plan is the arrangement of land use and infrastructure associated with the needs of specific communities within administrative regions. It integrates transportation, environment, education, economic development, social, residential development and other developmental requirements. Development needs, opportunities and priorities are identified. It is a process that is community-based and driven.
- 2.9 The required Agri-Hub precinct plan must:-
- 2.9.1 Give effect to the development principles contained in the Spatial Planning and Land Use Management Act No. 16 of 2013 including:-
- (i) Spatial Justice;

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- (ii) Spatial Sustainability;
- (iii) Efficiency;
- (iv) Spatial Resilience; and
- (v) Good Administration

2.9.2 Set out objectives that reflect desired spatial form of the Ga-Segonyana local municipality;

2.9.3 Contain strategies, policies and plans which must-

- (i) Indicate desired patterns of land use within the precinct;
- (ii) Address the spatial reconstruction of the location and nature of development within the identified precinct; and
- (iii) Provide strategic guidance in respect of the nature of development within the precinct.

2.9.4 Set out basic guidelines for land use management system in the precinct which should be aligned to the Provincial Spatial Development Framework SPCs, Municipal Spatial Development Framework and Municipal Land Use Scheme all currently under review;

2.9.5 Identify programs and projects and restructuring elements for development of land within the precinct;

2.9.6 Provide a visual representation of the desired spatial form of the precinct which representation:

- (i) Must indicate where public and private land development and infrastructure investment should take place;
- (ii) Must indicate desired or undesired utilisation of space in the particular area;
- (iii) May delineate the land use parcels and precincts;
- (iv) Must identify areas where strategic intervention is required; and
- (v) Must provide urban design interventions and guidelines to enhance the aesthetic appeal.

2.10 The Agri-hub precinct plan should demonstrate the relationship and alignment between the Agri-Hub precinct planning intent and other planning initiatives, plans and policies but not be limited to the Provincial Spatial Development Framework (PSDF), Municipal

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Integrated Development Plan (IDP), Municipal Spatial Development Framework (SDF currently under review), District Rural Development Plan (DRDP), Municipal Land Use Scheme (LUS) natural resource management plans and environmental management strategies and should encourage and support rural economic development opportunities.

- 2.11 The Agri-Hub Precinct plan must be aligned to the approved 2017 guidelines for the preparation of Precinct Plans as developed by the department.

3. MATTERS TO BE ADDRESSED IN THE AGRI-HUB PRECINCT PLAN

- 3.1 The Agri-Hub is an agglomeration of agricultural cultivation, packing, processing, storage and marketing of agricultural commodities in a central location, such as an economic hub. It is a combination of a working farm and a municipal park that is located inside the Urban Edge. They are designed for multiple uses that accommodate small farmer operations access to secure land and local markets.

Within the South African context, Agri-Hubs are to be located in central places within a District Municipality, preferably places with sufficient physical and social infrastructure to accommodate storage/warehousing facilities; Agri-processing facilities; packaging facilities; logistics hubs; agricultural technology demonstration parks; accommodation for extension support training; housing; and recreational facilities for laborers. Agri-hubs will receive primary inputs from Farmer Production Support Units (FPSU) for processing, value adding and packaging, which is through-put into the Rural/Urban Market Centres or exported directly to markets. Furthermore, the Agri-hub precinct plan should include proposals to form the basis of a land use scheme or proposed amendments to an existing land use scheme that are required to establish and manage the Agri-hub precinct(s), such as:

- Land use controls to protect and promote regional landscape values and rural industries and economic activities within the Agri-Hub precinct;
- Levels of development assessment for land use changes within the Agri-hub precinct;
- Modified controls to promote opportunities to diversify, innovate and value-add to activities within the Agri-Hub precinct;

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- Options to prevent incompatible land uses within the Agri-Hub precinct;
 - Identifying key areas where the Agri-Hub precinct can sustain rural industry;
 - Preventing inappropriate fragmentation of land; and
 - Development proposals to protect or promote compatible development within the Agri-Hub precinct.
- 3.2 The Agri-Hub precinct plan should detail the type, location, size and configuration of the proposed Agri-Hub precinct. Depending on these factors, some of the matters discussed in section 2 of this ToR may have more or less relevance to the proposed Agri-Hub precinct. The Agri-Hub Precinct Plan should indicate the relevance of each matter and detail how relevant matters have been addressed.
- 3.3 Enhancing infrastructure and investment opportunities for rural activities. The Agri-Hub Precinct Plan should identify opportunities to coordinate and integrate rural and urban planning, especially planning for local and regional infrastructure. This information can be used to assist in prioritizing infrastructure options such as transport networks and water supply systems. The Agri-Hub Precinct Plan should improve the exchange of benefits of regional and local infrastructure between urban areas and rural precincts. These should all be derived from and aligned to but not be limited to the policy directives of the municipality such as the district and municipal SDFs.
- 3.4 Enabling rural industries to diversify, adjust, innovate and value-add. The Agri-Hub Precinct Plan should include strategies and actions that support the diversification of compatible activities, encourage innovative land-use planning and management, assist in implementing adjustment strategies, or add value to activities within the precinct.
- 3.5 Identifying alternative economic uses of rural land. The Agri-Hub Precinct Plan should aid in identifying alternative economic uses of rural land by establishing a vision and identifying economic, social and environmental opportunities and constraints to improve the profitability and sustainability of natural resource use in the Agri-Hub precinct.
- 3.6 Protecting and promoting productive activities with the Agri-Hub precinct and associated regional landscape values within the Agri-Hub precinct. The Agri-Hub Precinct Plan should aid in identifying strategies and actions that protect and promote productive

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activities, including the range of landscape values supported by the particular Agri-Hub precinct. In addition, the Agri-Hub Precinct Plan should help identify opportunities and constraints to promote the ecologically sustainable development of the natural resources within the precinct.

- 3.7 Sustaining benefits to the community derived from the natural environment. The Rural Precinct Plan should protect the environmental and natural resource values of the rural area by protecting or promoting activities that employ best practice management, maintain or enhance ecosystem services, and/or implement regional natural resource management plans.
- 3.9 Management and Implementation strategies. This section should identify how other planning and management initiatives contribute to achieving the planning intent of the precinct and the matters listed above.

4. Phases and deliverables

The development of the Precinct Plan in terms of this Project should ideally follow the following phases and steps with the associated deliverables:-

PHASES	% PAYABLE	TIME FRAMES	DELIVERABLES
Phase 1: Inception	5%	2 Weeks	INCEPTION REPORT
Phase 2: Policy Context and Vision Directives	10%	1 Month	REPORT
Phase 3: Context Role and Issues and Priorities	15%	1 Month	REPORT
Phase 4: Draft Agri-Hub Precinct Plan Spatial Proposals	35%	3 Months	DRAFT REPORT
Phase 5: Final Agri-Hub & Precinct Plan with Implementation Plan	20%	2 Months	FINAL DRAFT REPORT AND IMPLEMENTATION PLAN
Phase 6: Approval	10%	2 Weeks	FINAL PRECINCT PLAN

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RETENTION	5%		APPROVED PRECINCT PLAN
	100%		

Phase 1 – Inception (2 weeks)

Laying the foundation for the Agri-Hub Precinct Plan: identification of role players, roles & responsibilities, scope, timelines, budget and work plan.

Phase 2 – Policy Context and Vision Directives (1 month)

Vision and Review and synthesise legislative & policy context).

Phase 3 – Context Role and Issues and Priorities (1 month)

(IDP & sector plans inputs, Spatial Analysis and Synthesis – key focus areas being on the Built Environment, Socio Economic and the Bio – Physical aspects.

Phase 4 – Draft Agri-Hub Precinct Plan Spatial Proposals (3 months)

(Spatial Concept, Final Vision, Spatial Strategies and draft composite Agri-Hub Precinct Plan)

Phase 5 – Final Draft Agri-Hub Precinct Plan with Implementation Plan (2 months)

(Final Agri-hub Precinct plan)

Phase 6 – Approval (2 weeks)

Approved **Agri-Hub Precinct Plan with Implementation Plan**. Submit the final Agri-hub Precinct Plan to the DRDLR for review and approval. Submit final planning scheme amendments to the municipality for approval and incorporation into the existing Land Use Scheme.

Details pertaining to the relevant deliverables for the Agri-hub Precinct Plan for each milestone are contained in the SDF guidelines document. The service provider is expected to consult the guideline document while preparing the proposals and when executing the project.

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The Service provider would be expected to submit final consolidated report which consists of:

- The **Agri-Hub Precinct Plan** with the map at an appropriate scale accompanied by:
- **Precinct Plan Report** that documents the results of technical studies, analyses and community consultation undertaken during the development of the Rural Precinct Plan; and demonstrates the consistency of the proposed precinct with the Spatial Development Framework and the Integrated Development Plan of the applicable municipality.
- Progress reports (per phases/ major components to be developed incrementally) and draft plans as the project progresses in digital format as a Microsoft Word Document. Progress reports to be submitted on a monthly basis.
- **List of implementation actions.** This can include both statutory and non-statutory implementation measures.
- Final report in digital format and a full colour hard copy, must also be supplemented by:
 - A0 poster X 8
 - Roll-up Banner X3
- A Detailed Site Development Plan (with 3D Prototype Depiction) for the Agri-hub and A1 Laminated and electronic format.

5.2 The **Precinct Plan Report** presents the results of technical analyses of data that address the matters set out in Paragraph 3 of this ToR; and

- Uses the best-available information held by all organs of state, research organisations and other relevant stakeholders;
- Provides adequate analysis and rationale to support the objectives of the rural precinct; and
- Includes a summary of consultation activities, submissions and responses.

5.3 Information that may be relevant for developing the Precinct Plan and to establish and manage precinct includes the identification and/or analysis of:

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- Existing precinct character;
- Land attributes and constraints (SWOT Analysis)
- Geology and geotechnical characteristics (linked to developmental potential of precinct);
- Good quality agricultural land;
- Pastoral production land and non-agricultural land;
- Rural enterprises/economic development opportunities;
- Mining and extractive resources;
- Topography;
- Hydrology;
- Proximity to waterways, dams and other water resource infrastructure and supplies;
- Existing and future noise sources;
- Environmental hazard/risk;
- Nature conservation areas;
- Public utility network;
- Tourism/scenic amenity;
- Transport network including public transport networks;
- Other critical infrastructure;
- Relationship/proximity to towns & villages;
- Population and demographics
- Publicly accessible open space and recreation areas, networks/linkages
- Areas of cultural significance
- Land use (types of rural uses undertaken in precinct); and
- Consultation issues.

5.4 A list of implementation actions proposed to establish and manage a rural precinct should include:

- Proposed planning scheme amendments;
- Other implementation actions, such as collaborations with other organisations, including the linkages with, or dependence on, other actions or stakeholders;
- List of Key Projects;

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- Prioritized list of developmental interventions and spatial location;
- Cost and budget estimates;
- Timelines and phasing of development;
- Possible sources of finance;
- Implementation agent and their roles and responsibilities;
- Recommendations for the revision of existing policies or strategies, where necessary;
- Proposals on how the Precinct Plan can be used for the implementation of projects by Sector Departments;
- Institutional capacity recommendations;
- Proposals for handing over the project;
- Develop monitoring and evaluation tools to ensure that the Precinct Plan is implemented accordingly; and
- Proposals on how the Precinct Plan should be marketed to attract investment and implementation of projects by sector departments.

6. SOLUTION PARAMETERS / INFORMATION GATHERING

- 6.1 The successful Service Provider is expected to make contact with all the relevant and required officials and units within and outside government to obtain relevant information that is required for the project. Existing information on SDFs / Local Plans which are available within DRDLR generally will be made available to the successful service provider. ***However, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.***
- 6.2 In order to deliver on the following deliverables, the Precinct Plan should be in the form of text, maps, graphics and photographs. A tabular format shall be used for the purpose of summarising the information collected.
- 6.3 It is recommended that more visual representation (maps, graphics and photographs) form the bulk part of the spatial analysis/current reality and the conceptual framework section of the Precinct Plan. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.

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- 6.4 Submissions should be in the form of both hard and electronic versions of the Precinct Plan. All spatial information collected should be submitted in a Geo Database and GIS capable file format (ArcGIS MapPackage© in the latest version) for use in a GIS. The shape files must have clear attribute information that differentiates the Precinct Plan construct and its purpose, for example a service node feature class should have an attribute called "description" with the value "service node". The final document must be accompanied by all maps delivered in ArcGIS MapPackage©, in the latest version format, as well as all electronic image files in *.png files in at least 300dpi.
- 6.5 The municipality and DRDLR will comment and send it to the service provider for amendment purposes.

7. PROJECT TIME FRAME

It is expected that the project will be completed within eight (8) months from the date of appointment. All relevant documentation will be provided to the Service provider

8. CONTENTS OF THE PROJECT PROPOSAL

A clear and concise project proposal covering the aspect listed below is required;

- i. An executive summary.
- ii. A project plan.
- iii. The proposed methodology should indicate a detailed list of data to be gathered and how it will be processed. The methodology should also indicate the project milestones that will be used to measure the project progress.
- iv. The approach should be costs saving yet achieve the highest value for money
- v. The names and CV's containing detailed information on relevant experiences of all the persons who will be directly contributing to the project, and their roles thereof.
- vi. Evidential and documentary proof of professional qualification, registration and affiliation. For instance, if a team member claims to be a Town Planner, a copy of the registration with the South African Council for Planners (SACPLAN) is required, and in the case of a person who claims to be an Urban Designer, a proof of membership of the Urban Design Institute or the qualifications relied upon is required.

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- vii. Any shortcomings in the study specifications, how these ought to be addressed and the cost implications thereof.
- viii. All-inclusive costing model.
- ix. The following technical information must be submitted with the Bid proposal:
 - Years of experience of each resource;
 - Relevant professional experience during the last five years;
 - Organisational, managerial and technical ability;
 - Key Personnel and Resources;
 - Technical backup;
 - Full CV's of all members of the Team
 - Relevant Equipment and Software competence and capability;
 - Client References; and
 - Associations and Professional Affiliations.

9. BUDGET

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

10. PROJECT MANAGEMENT WITHIN DRDLR

This project will be facilitated by a team consisting of officials from the Department of Rural Development and Land Reform (DRDLR), the municipality within which the Precinct is located and any other person/s appointed by DRDLR.

11. MANDATORY REQUIREMENTS

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

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- i. **Compliance with all Tax Clearance requirements:** Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- ii. A resolution authorizing a particular person to sign the bid documents (Full completion and signing of LA 1.6 or resolution on company letter head).
- iii. An EME or QSE which is at least 51% owned by black people,

11.2 Non Mandatory Requirements

- i. Strategic Planning including scenarios and futures planning; and
- ii. Advanced understanding of three-dimensional form and space in cities and settlements, and the relationship of this form to land, context, society and history; and
- iii. Thorough understanding of political environment and Intergovernmental Relations Framework; and
- iv. Research, analytical, report writing, presentation and communication skills;

12. FINANCIAL PENALTIES

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

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

12.2 As indicated in 12.1, penalties in terms of percentages will be deducted from payment as indicated below.

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue

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Phase 1: Inception	5%	10%	25%	50%	75%	100%
Phase 2: Policy Context and Vision Directives	10%	10%	25%	50%	75%	100%
Phase 3: Context Role and Issues and Priorities	15%	20%	40%	60%	80%	100%
Phase 4: Draft Agri-Hub Precinct Plan Spatial Proposals	35%	20%	40%	60%	80%	100%
Phase 5: Final Agri-Hub & Precinct Plan with Implementation Plan	20%	20%	40%	60%	80%	100%
Phase 6: Approval	10%	20%	40%	60%	80%	100%
RETENTION	5%					
Total	100%					

- 12.3 Payments will be made only for work performed to the satisfaction of the DRDLR. Financial penalties will be imposed if the output produced does not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.
- 12.4 Original invoices to substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project and for what purpose those hours were spent, and to what extent the objectives were achieved. No copies or e-mailed invoices will be processed.

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13. HUMAN RESOURCES FOR THE PROJECT

13.1 Below is a summary of requirements:

- Project team leader must be registered with SACPLAN with 10 years post registration experience as a professional Planner in terms of the Planning Profession Act, 2002. (a Copy of valid certificate and proof of payment of fees and good standing is to be attached).

13.2 Skills and abilities required in the team to execute the project include the following:

- Town and Regional Planning;
- Thorough understanding of SPLUMA components SDFs, LUMS and strategic planning process with proven examples of work done (verification contact details of previous work done to be included);
- Knowledge of GIS and software packages (Geography and hands on GIS at least at Practitioner or Technologist level and registered at PLATO);
- Key member must hold appropriate qualification within the built environment , practice experience and professional membership as Urban Designer [minimum of 3 years demonstrable urban design experience]; and
- Key member must hold appropriate qualification, practice experience and professional membership as Heritage Practitioner [minimum of 5 years demonstrable experience]; and
- Understanding of all national legislative objectives;
- In depth knowledge of Land Reform, National and Northern Cape legislative objectives for e.g Northern Cape Provincial Spatial Development Framework and the impacts thereof within the urban environment and other municipal development processes such as Integrated Development Plan (IDP);
- Understanding of Spatial Development Frameworks and its influence in the Land Use Management System.

13.3 It is therefore recommended that the service provider ensures that people with relevant skills are part of the project. A list of people containing, among other things, names, qualifications and experience who will be directly involved in the project must be submitted. This should clearly indicate what roles each team member will play. A

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company/team profile containing, among other things, names, qualifications and experience of persons who will be directly involved in the project must be included.

- 13.4 All team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties. The selected team members shall remain the same for the duration of the project and cannot be changed without prior discussions with and approval from the Municipality.

14. EXTRA WORK

Any costs for extra work by the service provider, incurred over and above this bid which, in the sole opinion of the Director: Spatial Planning & Land Use Management Northern Cape are due to reasons attributable to the service provider during any phase of the project shall be borne by the service provider.

15. REPORTING AND ACCOUNTABILITY

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

16. EVALUATION CRITERIA

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- 1.1. 16.1 The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price maximum of 20 points will be awarded for attaining Broad-Based Black Economic Empowerment (B-BBEE) status level contribution.
- 1.2. This bid shall be evaluation in two stages. On first stage bids will be evaluated on functionality, second stage in accordance with 80/20 preference points system as stipulated above.
- 1.3. **First Stage- Evaluation of Functionality** - The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.
- The applicable values that will be utilized when scoring each criteria ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. ABILITY	<ul style="list-style-type: none"> Team leader's qualifications, proof of registration as a professional planner. (CV's clearly indicating skills, knowledge, experience and qualifications required – minimum 10 years, 	15	35
	<ul style="list-style-type: none"> Proposed technical team to be utilized in the execution of the project; (CV's clearly indicating skills, knowledge, experience and qualifications required Urban Designer with three years' experience, Heritage Practitioner with five years' experience) 	10	
	<ul style="list-style-type: none"> Proof of registration with relevant Organizations, Councils and Institutes such as SACPLAN, ECSA , PLATO and other applicable bodies; 	10	

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<p>2. CAPABILITY</p> <ul style="list-style-type: none"> Qualifications Experience Track Record 	<ul style="list-style-type: none"> Recent experience of Company / Consortium with proof attached in the application and development of Precinct Plans (Portfolio of evidence must be submitted CV's, certificates and qualifications) Proof of three Precinct Plans that have been successfully completed with contactable references - List names, addresses, telephone numbers, fax numbers and e-mail addresses of the three, and briefly describing the type of service provided for them. 	<p>20</p> <p>20</p>	<p>40</p>
<p>3. METHODOLOGY & PROJECT MANAGEMENT</p>	<ul style="list-style-type: none"> A broad overview of approaches and methodologies that may be employed to tackle specific assignments and an example of such methodology and project management must be attached thereto. Method and clarity regarding presentation of the final outputs of the project; 	<p>25</p>	<p>25</p>
<p>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</p>			<p>100</p>

The Bids that fail to achieve 70 points for functionality will be disqualified.

- 1.4. Second Stage-Evaluation in terms of 80/20 Preference Points System
 - Only Bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.
- 1.5. Calculation of points for price
 - The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Thus, bidders who provide the lowest management fee will get full 80 points for price.
- 1.6. Calculating of points for B-BBEE status level of contribution
 - Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by accredited Verification Agencies by SANAS or Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids, to substantiate their B-BBEE claims. The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act.
- Bidders who do not submit B-BBEE Status Level Verification Certificate or are non-compliant contributors to be B-BBEE do not qualify for preference points for B-BBEE.

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17. TERMS AND CONDITIONS OF THE BID

17.1 General

17.1.1 The awarding of the bid will be subject to the Service Provider's express acceptance of the DRDLR Supply Chain Management general contract conditions.

17.1.2 The DRDLR and Service Provider will sign a Services Level Agreement upon appointment.

17.1.3 Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department of Rural Development and Land Reform. (Same as 7.7)

17.1.4 No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the DRDLR, except where duly authorised to do so in writing by the DRDLR.

17.1.5 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DRDLR.

17.1.6 The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not discloses such records or information to any third party without the prior written consent of DRDLR.

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

17.1.8 The short-listed service providers may be required to do a presentation in person to the department; at their own cost should it be deemed necessary to do so.

17.2 Travel and Accommodation

17.2.1 Proof of travelling and accommodation expenses should be attached to the invoice (e.g. receipts, log book).

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17.2.2 Travel by air where it is deemed more practical, shall be limited to economy class and may only be undertaken with the prior written approval of the Project Manager.

17.2.3 Actual cost of hiring a car in the A class category between airport of arrival and venue of the meeting, shall be reflected on the invoice.

17.2.4 In using private vehicles, claims are limited to the tariff laid down from time to time by the Department of Transport for 'A' category vehicles. (Distance between Service Provider's office and home is viewed as private kilometres). Need to be specific in terms of the size engine e.g. 2 litres.

17.2.5 Accommodation shall be limited to three-star accommodation or lower.

17.3 Format of Proposal

17.3.1 All proposals are to respond to requirements as per the Terms of Reference.

17.3.2 All proposals should be clearly indexed and easy to read.

18. OUTCLAUSE

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

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

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19. CONTACT PERSON FOR ENQUIRIES

Technical Enquiries:

Mr Janco du Plessis

(053) 832 45 88

Email: janco.duplessis@drdlr.gov.za

Supply Chain Management Enquiries:

Ms Rhina Mugwari

(053) 830 4000/4031

Email: Rhina.Mugwari@drdlr.gov.za

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
DEVELOP AGRI-HUB PRECINCT PLAN WITHIN A PERIOD OF EIGHT (8) MONTHS IN THE
NORTHERN CAPE PROVINCE**

20. SIGNATORIES

These Terms of Reference have been checked and approved as follows:

.....
Mr J. Du Plessis
BSEC: Chairperson
Date:

ENDORSED / NOT ENDORSED

.....
Ms G. Soci
Director: Financial and Supply Chain Services Northern Cape
Date:

RDLR 2018-2019

**TERMS OF REFERENCE FOR
THE APPOINTMENT OF A
SERVICE PROVIDER TO
DEVELOP A LAND USE
MANAGEMENT SYSTEM
(LUMS) FOR THE ENTIRE
KHEIS LOCAL MUNICIPALITY
AREA (WALL-TO-WALL) FOR
A PERIOD OF TEN (10)
MONTHS.**

Name of Bidder:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A LAND USE MANAGEMENT SYSTEM (LUMS) FOR THE ENTIRE KHEIS LOCAL MUNICIPALITY AREA (WALL-TO-WALL) FOR A PERIOD OF TEN (10) MONTHS.. [SBD 3.3]

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:

CLOSING TIME

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.....

NB: PAYMENT TO BE MADE AT THE COMPLETION OF EACH DELIVERABLE

DELIVERABLES	TIME FRAMES	RATES PER HOUR	TOTAL
Phase 1 Legislation, land use policy and guidelines (Inception report format indicating specific actions and date specific timeframes)			R.....
Phase 2: Integrated zoning scheme and regulations			R.....
Phase 3: Zoning maps			R.....
Phase 4: Assessment and approval procedures and application forms / conditions for approvals.			R.....
Phase 5: Zoning register / delegation of decision making / development incentives / enabling legislation.			R.....
Phase 6: Reference manual			R.....
SUB TOTAL COST (EXL VAT)			R.....
VAT			R.....
TOTAL COST OF THE PROJECT (Including VAT)			R.....

Bid Initials

Bid's Signature.....

Date:.....

Name of Bidder:

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP
A LAND USE MANAGEMENT SYSTEM (LUMS) FOR THE ENTIRE KHEIS LOCAL
MUNICIPALITY AREA (WALL-TO-WALL) FOR A PERIOD OF TEN (10) MONTHS.. [SBD 3.3]**

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

.....

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

.....

Any enquiries regarding bidding procedures may be directed to the –

RURAL DEVELOPMENT AND LAND REFORM
PRIVATE BAG X 5007, KIMBERLEY, 8301

Bid related enquiries

SUPPLY CHAIN ENQUIRIES

Ms Katlego Mothibi

Supply Chain Practitioner: Supply Chain and Facilities Management

Directorate: Finance & Supply Chain Management

Contact Number: (053) 830 40000

Bid Initials

Bid's Signature.....

Date:.....