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5/2/2/1 DALRRD NC - 0001(2022/2023)

DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER(S) TO REVIEW THE FRANCES BAARD, JOHN TAOLO GAETSEWE, NAMAKWA, PIXLEY KA SEME AND ZF MGCAWU DISTRICT RURAL DEVELOPMENT SECTOR PLANS LOCATED IN THE NORTHERN CAPE PROVINCE FOR A PERIOD OF NINE (9) MONTHS.

THERE WILL BE NO BRIEFING SESSION

CLOSING DATE: 28 JUNE 2022

TECHNICAL ENQUIRIES (SPLUM NC):

Mr Janco du Plessis
TEL : 072 734 8146
EMAIL : Janco.Duplessis@dalrrd.gov.za

Or

Ms Sandy Mufamadi
TEL: 083 732 2597
EMAIL: Sandy.Mufamadi@dalrrd.gov.za

BID RELATED ENQUIRIES :

Ms Tshegofatso Chubane
TEL : (053) 830 4000
EMAIL : Tshegofatso.Chubane@dalrrd.gov.za





agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
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 T Chubane : **Tel:** (053) 830 4000

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

CLOSING TIME: 11H00

CLOSING DATE: 28 JUNE 2022

DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER(S) TO REVIEW THE FRANCES BAARD, JOHN TAOLO GAETSEWE, NAMAKWA, PIXLEY KA SEME AND ZF MGCAWU DISTRICT RURAL DEVELOPMENT SECTOR PLANS LOCATED IN THE NORTHERN CAPE PROVINCE FOR A PERIOD OF NINE (9) MONTHS.

VALIDITY PERIOD: 90 DAYS

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 3, SBD 4, SBD 6.1, 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 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 Agriculture Land Reform and Rural Development, 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 Agriculture Land Reform and Rural Development, 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

BID MANAGEMENT

Date: 03 JUNE 2022

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

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	5/2/2/1 –DALRRD NC 0001(2022/2023)	CLOSING DATE:	28 JUNE 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER(S) TO REVIEW THE FRANCES BAARD, JOHN TAOLO GAETSEWE, NAMAKWA, PIXLEY KA SEME AND ZF MGCAWU DISTRICT RURAL DEVELOPMENT SECTOR PLANS LOCATED IN THE NORTHERN CAPE PROVINCE FOR A PERIOD OF NINE (9) MONTHS.				
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 AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT					
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 <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <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 [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER 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	DALRRD		CONTACT PERSON	JANCO DU PLESSIS	
CONTACT PERSON	T. CHUBANE		TELEPHONE NUMBER	072 732 2597	
TELEPHONE NUMBER	053 830 4000		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Janco.Duplessis@dalrrd.gov.za	
E-MAIL ADDRESS	Tshegofatso.Chubane@dalrrd.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p> <p>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.</p> <p>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.</p>								
2. TAX COMPLIANCE REQUIREMENTS								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>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.</p>	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
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							

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

CENTRAL SUPPLIER DATABASE (CSD) NUMBER:

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBDs) 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 **CLOSE CORPORATION** submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.

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

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

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

AUTHORITY OF SIGNATORY

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

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

MABEL HOUSE (Pty) Ltd

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

MR A.F JONES

has been duly authorised to sign all documents in connection with

Contract no DRDLR (CRD-10) 2018/19, and any contract which may arise there from,

on behalf of MABEL HOUSE (Pty) Ltd.

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

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of A.F Jones)

As witnesses:

1.

2.

Signature of person authorised to sign the tender:

Date:

SAMPLE

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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



Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders Good standing

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

Two empty text input boxes for stating the purpose of the 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

VAT registration no SDL ref no

Customs code UIF ref no

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

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.

DALRRD 2022-2023

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO REVIEW THE FRANCES BAARD, JOHN TAOLO GAETSEWE, NAMAKWA, PIXLEY KA SEME AND ZF MGCAWU DISTRICT RURAL DEVELOPMENT SECTOR PLANS LOCATED IN THE NORTHERN CAPE PROVINCE FOR A PERIOD OF NINE (9) MONTHS

Name of Bidder:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO REVIEW THE FRANCES BAARD, JOHN TAOLO GAETSEWE, NAMAKWA, PIXLEY KA SEME AND ZF MGCAWU DISTRICT RURAL DEVELOPMENT SECTOR PLANS LOCATED IN THE NORTHERN CAPE PROVINCE FOR A PERIOD OF NINE (9) 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	TOTAL
Phase 0: Inception Phase): Start-up (Laying the foundation for review of District Rural Development Sector Plans – roles & responsibilities, scope & work plan and timeframes.	2 Weeks	R.....
Phase 1: Assessment of Existing Municipal Spacial Development Framework	1 Month	R.....
Phase 1.1: Conduct Brief Assessment of Municipal SDF Multi Sectoral Spacial Analysis (Background Information		
Phase 1.2: Identification of Rural Development Directives from District and Local Municipality SDF;	1 Month	R.....
Phase 2: Rural Development Sector Plan:	2 Months	R.....
Phase 2.1: Obtain and Analyse DALRRD Programmes/Branch Inputs for the Area		

Bid Initials
Bid's Signature.....
Date:.....

Name of Bidder:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO REVIEW THE FRANCES BAARD, JOHN TAOLO GAETSEWE, NAMAKWA, PIXLEY KA SEME AND ZF MGCAWU DISTRICT RURAL DEVELOPMENT SECTOR PLANS LOCATED IN THE NORTHERN CAPE PROVINCE FOR A PERIOD OF NINE (9) MONTHS

[SBD 3.3]

DELIVERABLES	TIME FRAMES	TOTAL
Phase 2.2: Compile Rural Development Framework	2 Months	R.....
Phase 2.3: Compile Rural Development Implementation Plan:	1 Month	R.....
Phase 3: Stakeholder Engagements	1 Month	R.....
CLOSE OUT	2 Weeks	R.....
SUB TOTAL COST (EXL VAT)		R.....
15% VAT		R.....
TOTAL COST OF THE PROJECT (Inclusive of VAT)		R.....

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 –

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

Bid related enquiries

SUPPLY CHAIN ENQUIRIES

Ms Tshegofatso Chubane
Senior Supply Chain Practitioner
Directorate: Finance & Supply Chain Management
Contact Number: (053) 830 4000

Bid Initials
Bid's Signature.....
Date:.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature Date

.....
Position Name of bidder

**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.

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:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
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
.....
.....

Chief Directorate: Integrated Spatial Planning

224 Church Street, Capitol Towers, 0001. Private Bag X833, Pretoria, 0001 –Tel (012) 312 9439

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S)
TO REVIEW THE FRANCES BAARD, JOHN TAOLO GAETSEWE, NAMAKWA,
PIXLEY KA SEME AND ZF MGCWU DISTRICT RURAL DEVELOPMENT SECTOR
PLANS LOCATED IN THE NORTHERN CAPE PROVINCE FOR A PERIOD OF NINE
(9) MONTHS**

1. INTRODUCTION

1.1. The Department of Agriculture Land Reform and Rural Development (DALRRD) requires professional services of one (1) firm or a consortium of suitably qualified professionals to review the Frances Baard, John Taolo Gaetsewe Namakwa and ZF Mgcawu District Rural Development Sector Plan at District level located in the Northern Cape Province.

2. BACKGROUND

2.1 The Department of Agriculture, Land Reform and Rural Development (DALRRD) is a newly established Department which is the result of a merger between the Department of Agriculture and the Department of Rural Development and Land Reform. This provides an opportunity for the implementation of more efficient programmes, policies and result driven approach to ensure greater growth in the Sector. It is mandated to champion the Agriculture, Rural Development and Land Reform Programme in the country. To achieve this, the DALRRD has come up with plans which will drive much needed growth and inclusivity in the Sector and help address the needs of people that live in extreme poverty and subjected to underdevelopment in rural parts of the country.

2.2 In September 2011, the then Department of Rural Development and Land Reform (DRDLR) which is now known as Department of Agriculture, Land Reform and Rural Development (DALRRD) initiated a programme to develop Rural Development Sector Plans (RDSPs) which focused mainly on the people living in the most impoverished districts in South Africa. These Rural Development Plans would enhance the impact of intensified government investments through reviewing of the then developmental realities

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and potential in those areas and come up with interventions that would bring change in the livelihoods of people in rural communities.

- 2.3 These Plans would be a priority planning tool to guide the work of Branches within the Department. This would mean that all the projects should be informed by these District Plans. For the past five years, these plans have been used by Provincial Shared Services Centre (PSSCs) for identification, monitoring, evaluating and implementing initiatives, programmes and projects by the Department in the municipalities. Components of these District plans would also be built into various Municipal Spatial Development Frameworks (SDFs) to ensure that the departmental footprint find its spatial expression as sector within the rural space. This also ensured smooth project implementation.
- 2.4 These Plans must be integrated with existing National, Provincial and Municipal plans, processes and priorities, in terms of both the content of the various plans and the various structures involved in the management and alignment of planning processes e.g. District Development Model, IDPs etc. There is a critical need for alignment between sector departments, parastatals and the municipal development agenda in ensuring integrated and sustainable development.
- 2.5 The Department deems it necessary to develop Rural Development Sector Plans that will assist in identifying opportunities of these rural spaces of South Africa to ensure that they achieve their development potential.

3. PROBLEM STATEMENT

- 3.1. As the Department has gone through a merger, there are new developments such as the Agriculture and Agro-Processing Master Plan (AAMP), Comprehensive Land and Agrarian Strategy (CLAS) and Land Use Master Plan (LUMP) for Land Reform purposes and other developments which include new vision, strategic direction, the Medium Term Strategic Framework (MTSF 2019-24) to mention but a few. With these new developments, it is has become necessary that more comprehensive and inclusive programmes of action be developed.

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- 3.2. Within the Department, there is lack of coordination and integration between the work/businesses of different programmes which makes implementation, monitoring and evaluation a difficult process for those responsible for this aspect of work.
- 3.3. Rural communities are still characterised by poverty, inequality, limited access to basic social infrastructure, underdevelopment, lack of economic opportunities, fragmented spatial patterns and environmental degradation. Previously rural communities relied more on agriculture and subsistence farming for food and income/exchange benefits.
- 3.4. The rural parts of the country are still associated with high levels of poverty, poor spatial planning, lack of economic opportunities and poor access to basic services.
- 3.5. The inequality of the past is more vivid in rural areas since spatial planning had neglected these areas for quite a long time. Land use practices in these areas were in most cases done in a unsustainable manner with no proper plans in place to manage and guide development to maximise improvement of livelihoods of the rural communities, as a result these areas have been left displaced, segregated, underdeveloped and impoverished.
- 3.6. Above all, these plans need to ensure transformation of rural South Africa into socially cohesive and stable communities with viable institutions, sustainable economies and universal access to social amenities

4. THE OBJECTIVE OF THE PROJECT

- 4.1. The main objective of the project is to formulate a comprehensive plan of action towards enhancing rural development for the five Districts. Such comprehensive plan should comprise a clear set of objectives, strategies, projects, and a phased implementation programme related to rural development for the district.
- 4.2. There is a need to ensure that the Rural Development Sector Plans are aligned to other government initiatives including the National Development Plan (NDP), New Growth Path (NGP), and Industrial Policy Action Plan (IPAP) and other relevant plans. Provincially, these plans need to align but not limited to the following: Provincial Growth Development Plan (PGDP), Provincial Spatial Development Framework (PSDF) and Provincial Rural

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Development Strategy (PRDS). Alignment at Local level will be based on plans like Spatial Development Framework (SDF), Precinct Plans, Integrated Development Plans (IDP), and up to local area planning and aligned to municipal local economic development (LED) institutional arrangements.

4.3. The plans need to feed into the District Development Model (One Plan) to ensure the sector (DALRRD) input finds expression into this Multi-Sectoral Institutional Approach which caters for inputs from various sector departments at all three spheres of government and Spatial Approach.

4.4. This multi-sectoral inputs from various provincial and/or national government departments are provided as “Sector Plan Inputs”. Hence, it is recommended that the “Sector Plan Input” of the DALRRD be provided by way of a Rural Development Sector Plan to be compiled for each of the 44 District Municipalities and 8 Metropolitan Municipalities (IGR Impact Zones) in South Africa. These plans also need to be aligned to the Guidelines for Rural Development Planning prepared by DALRRD.

5. CHARACTERISTICS OF DISTRICT RURAL DEVELOPMENT SECTOR PLANS

5.1. There is an envisaged characteristic that the District Rural Development Sector Plan has to follow, and it is envisioned as such:

5.1.1. DALRRD District Rural Development Sector Plan represents the department’s operational plan and programme for the specific geographic area (Inter Governmental Relation Zone);

5.1.2. The Rural Development Sector Plan is based on the mandate of the DALRRD, and is aligned to the vision and mission, as well as Strategic priorities and outcomes for the department as defined in the DALRRD Annual Performance Plan Business Plan, 2019-2024;

5.1.3. The Rural Development Sector Plan will comprise of two main components: Rural Development Framework and an Implementation Plan:

- The Rural Development Framework being a spatial plan intended to depict the Rural Spatial Concept or Rationale for the specific district/metropolitan “IGR Impact Zone”.

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- The existing Municipal Spatial Development Framework to represent the “base map” for the Rural Development Framework from which the Rural Spatial Concept for the area should be derived.
- The Rural Spatial Concept will be supplemented with inputs from the various Programmes/Branches of the DALRRD which will be structured in line with the three key pillars of the departments’ Comprehensive Rural Development Programme namely; Agrarian Transformation, Rural/infrastructure Development and Land Reform.
- From the Rural Spatial Concept/Rationale, a number of Priority Rural Intervention Areas may be demarcated to enhance future spatial targeting in the district, and/or to initiate more detailed future Community Based Planning (Rural Intervention Area/ Precinct Plans) in conjunction with the relevant local municipality.
- The Rural Development Sector Plan to form a basis for integration of rural development issues into the planning tools of municipalities including the municipalities’ IDPs, SDFs and DDMs.

5.2. The Implementation Plan should comprise a list of short-term and medium- to long-term projects to be implemented in the area under the various programmes of the DALRRD.

5.3. These projects must be geo-referenced and spatially plotted on the Rural Development Framework in order to determine whether these are aligned to the underlying Rural Spatial Concept/Rationale for the area.

5.4. Once the District Rural Development Sector Plan for five districts is completed, it is submitted as input to the relevant District Municipal IDP from where it feeds into the District Development Model.

6. SCOPE OF THE PROJECT

6.1. This project entails the review of the five District Rural Development Sector Plans located in the Northern Cape Province. The service provider should identify or confirm Priority Rural Intervention Areas for integration in the DDM.

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6.2. It is imperative that a study/analysis of the space economy is undertaken in terms of Rural Development Framework. It is also important to note that the plan is not to develop another rural SDF especially if the municipalities have an existing SDF but to build and strengthen the rural development component of the existing plan/s within a municipality.

6.3. The district should be looked at in terms of its functional rural space and not be confined to municipal boundaries in order to achieve vertical and horizontal spatial coordination. The successful service provider/s will be required to identify Priority Rural Intervention Areas in the jurisdiction of the five district municipalities.

6.4. The District Rural Development Sector Plan should aim to integrate the work of the different Branches in the department and to avoid working in silos towards one common vision of the department.

6.5. The plan will help integrate different Branches' work within the DALRRD to facilitate inter-governmental coordination and integration towards the development of these rural areas.

7. CRITICAL MILESTONES

7.1. The following three (3) critical milestones/phases with five (5) sub-phases process will be used to review the five District Rural Development Sector Plans:

PHASE	DETAILED PHASE DESCRIPTION
PHASE 1: ASSESSMENT OF EXISTING MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK. IF THERE IS NO SDF IN PLACE, THERE IS A NEED TO IDENTIFY/ DETERMINE RURAL DEVELOPMENT FEATURES TO FILL THE GAP	
Phase 1.1: Conduct Brief Assessment of Municipal SDF Multi-Sectoral Spatial Analysis Background Information)	
Legal and Ownership Status of Land (use of Municipal valuation roll recommended)	<ul style="list-style-type: none"> • Traditional Leadership Areas • Land Ownership • Land Reform
Spatial Structure and Regional Context	<ul style="list-style-type: none"> • Summary of the broad spatial structure and associated functioning of the district including Nodal Points, Towns and Settlement Areas, Movement Network/ Corridors and other significant spatial features of the District and Surrounding Areas (Regional Context).

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PHASE	DETAILED PHASE DESCRIPTION	
Socio- Economic Profile	• Poverty Pockets/ Settlement Trends	
	• Demographic Features of Rural Population	
Environmental Features	• Topography and Hydrology	
	• Nature Reserves and Conservancies	
	• Biodiversity Areas	
	• Geology, Minerals and Soil Types	
	• Soil Potential	
	• Commodity Suitability	
Space Economy	• Agriculture: <ul style="list-style-type: none"> - Commodity distribution - Agricultural Infrastructure and Markets - Value Chains - Agri Parks (Hub, FPSU, etc.) 	
	• Mining <ul style="list-style-type: none"> - Mining Activity (Footprint) - Mining License Areas 	
	• Tourism / Heritage	
	• Business	
	• Industrial	
	• Education	
	• Health	
	• Safety and Security	
• Sports and Recreation		
Community Facilities	• Other	
	• Water	
	• Sanitation	
	• Electricity	
	• Solid Waste	
Engineering Services	• Communication/ ICT	
	• Rural Development Issues Opportunities/ Constraints	
	Synthesis	• Rural Development Issues Opportunities/ Constraints
	Phase 1. 2: Identification of Rural Development Directives from District and Local Municipality SDF	
	District and Local Municipality SDF	• Urban and Rural Nodal Network
		• Regional Movement Network and Development Corridors
• Areas earmarked for Conservation		
• Areas earmarked for Rural Human Settlement		

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PHASE	DETAILED PHASE DESCRIPTION
	<ul style="list-style-type: none"> • Rural Areas earmarked for Mining, Tourism and Industrial/Commercial Uses • Areas earmarked for Agriculture (Commodities/Emerging Farmers / Agrarian Transformation), Agri Processing and/or Markets • Land Reform, Restitution, Tenure Upgrading Focus Areas • Synthesis: Rural Development Concept/Rationale emanating from existing Municipal SDFs (Gaps?)
PHASE 2: RURAL DEVELOPMENT SECTOR PLAN	
Phase 2.1: Obtain and Analyse DALRRD Programmes/Branch Inputs for the Area	
Phase 2.2: Compile Rural Development Framework	
Rural Development Framework	<ul style="list-style-type: none"> • Refine Rural Spatial Concept/Rationale with DALRRD Programme/Branch Inputs <ul style="list-style-type: none"> ○ <u>Rural Development</u> <ul style="list-style-type: none"> - Rural Nodes (Social, Economic Infrastructure) - Movement Network ○ <u>Land Reform</u> <ul style="list-style-type: none"> - Tenure Reform - Restitution - Redistribution ○ <u>Agrarian Transformation</u> <ul style="list-style-type: none"> - High potential agricultural land, commodity suitability - Biosecurity and Disaster Risk Reduction - Farmer Production Support - Agri Industries, Markets <p>Markets</p> <ul style="list-style-type: none"> • Identify Priority Rural Intervention Areas
Phase 2.3: Compile Rural Development Implementation Plan	
Implementation Plan	<ul style="list-style-type: none"> • Priority Activities/ Projects to be implemented (Short-Term) • Medium- to Longer-Term Investment Plan • Project priority matrix (projects, their location, etc.) • Institutional Arrangements for Implementation / Monitoring • Updated Northern Cape District Rural Development Sector Plan GIS Tool

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7.2. It is critical that the process of compiling the draft District Rural Development Sector Plan that participation/consultation (Stakeholder consultation – different sister branches/programmes) is done from the onset. The district rural development sector plan should take cognizance of the institutional arrangement required to ensure alignment among the department (all branches at national and provinces) and other spheres of Government.

7.3. Implementation Plan that has been mentioned in the table above should have a detailed action plan, process plan, estimated cost, time frames and sectoral priority projects. Including a criteria-based priority matrix for future ad hoc projects as and when identified. The action plan should indicate the relevant stakeholders for each process of implementation with timeframes. The process plan should indicate the linkages with other departmental and municipal processes. Identify agents that will be responsible for implementing the District Rural Development Sector Plan.

8. OUTCOMES AND DELIVERABLES

8.1. District Rural Development Sector Plan must guide the business of the Department and relevant stakeholders in an efficient and integrated way and contribute positively towards sustainable livelihoods in rural areas and poverty alleviation.

8.2. The Plan will act as a vehicle to facilitate structured implementation of different programmes and projects and be an effective decision-making instrument. The plan is also intended as a spatial targeting tool of the Department in space to ensure coordinated and integrated planning is realised.

8.3. The departmental programmes from all the branches aimed at creating a viable rural space, should be aligned and inform rural development sector plans. All government sectors should be roped in so that there is no competition amongst the different sectors, but well-coordinated services delivery programmes that will result in the improvement of rural areas livelihoods.

8.4. Recognition of traditional leaders is imperative, since vast majority of the land in rural areas is under their leadership or management and any success of the programme or

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project could be influenced by their involvement. In this regard, the service provider to ensure alignment to existing governance structures in the review of the five District Rural Development Sector Plans.

- 8.5. The Service Provider should meet all the objectives of the project as stipulated in this Terms of Reference document. A document with clear deliverables is expected and should be moulded around what is stipulated under Section 3 (Problem Statement) and 4 (Objectives).
- 8.6. The final documents (Reviewed Frances Baard, John Taolo Gaetsewe, Namakwa, Pixley Ka Seme and ZF Mgcawu District Rural Development Sector Plan) must be delivered in both hard (3 copies of each district) and soft copy (MS Word format & PDF). An Implementation Plan, detailing the plan of actions and priority projects must form part of the final report.
- 8.7. The final documents must be accompanied by all maps in ArcGIS Pro map package format as well as electronic image files (JPEG/PNG/PDF) in full compliance of relevant legislation. All deliverables to be compatible with ArcGIS Pro. All the data (results/outputs) should be made more accessible to existing tools/platforms within the department especially the desktop GIS Systems which runs on ESRI software
- 8.8. Spatial information collected and derived should be submitted in GIS capable file format and must include metadata records captured in line with the South Africa National Standard (SANS -1878). Spatial information captured must be in line with Regulation 5(2) of the Spatial Data Infrastructure Act, 2003. All works relating to spatial information remains the property of the state and shall be disseminated in line with the Policy on pricing of spatial information products and services.
- 8.9. Visual representation (maps and graphics) must form part of the spatial analysis and desired form of the plans.
- 8.10. The Department of Agriculture, Land Reform and Rural Development a (DALRRD) shall reserve the copyright of the final documents.

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- 8.11. The indicated district rural development sector plan for each of the five district municipalities must also make provision for the implementation of a GIS e-tool through a topic view, with dashboard functionality with a live access via Web Feature Services (WFS) and the Web Map Services (WMS) as core requirement that will enable the integration with NSPDR (or other systems) which will run on the National Spatial Planning Data Repository (NSPDR) tool to help monitor and achieve success with the implementation of the Northern Cape District Rural Development Sector plans.
- 8.12. The GIS e-tool must cater and provide the following benefits for all the reviewed District Rural Development Sector plans of the Northern Cape:
- Monitoring and evaluation with regards to the implementation of the district rural development sector plans;
 - Rapid decision making mechanism;
 - Spatial verification of projects;
 - Detailed information on land, regarding agricultural potential (grazing potential and crop suitability);
- 8.13. The GIS e-tool should be based on a cost surface calculation methodology to identify the functionality of a land parcel, taking into account a number of critical spatial datasets such as vulnerability data, grazing capacity, water, etc.
- 8.14. Furthermore, the e-tool will vest with the department and the source codes should be handed over to the department on completion of the project. The Service Provider is expected to deploy the Tool in the Department's IT environment;
- 8.15. Where applicable the e-tool must be cognizant of the provisions and regulations of the South African Spatial Data Infrastructure Act (54 of 2003) and the Spatial Planning and Land Use Management Act (16 of 2013);
- 8.16. The draft DRDSPs of all five district municipalities must also make provision for a general step-by-step implementation guideline of the GIS e-tool. The final template guideline must describe the process to follow toward project implementation from start to completion by all branches in the DALRRD as well as how to use the GIS e-tool with a clear explanation

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how the e-tool was designed/developed and how does it work in the background to produce its result (step by step manuals for general users and administrators) must clearly describe the processes to re-engineer and maintain the tool based on level of access:

8.17. The DALRRD developed a rural development plan tool which is a GIS tool, based on a cost surface calculation methodology to identify the functionality of a land parcel, taking into account a number of critical spatial datasets such as vulnerability data, grazing capacity, water, etc. This e-tool is used on a day to day basis. The successful service provider/s must update, review or re-develop such a GIS e-tool which is based on a cost surface calculation methodology by amongst others do the following:

- Re-development of the Northern Cape District Rural Development Sector Plan GIS e-tool to enhance the functionality capability of the Northern Cape DRDSP GIS e-tool;
- Update and review or re-develop the functionality capability of the tool in all five district municipalities of the Northern Cape Province;
- The service provider must be able to retain what has been developed in the existing RDP Tool, but also to enhance the existing tools settings, model design and functionality;
- The functionality in the current Northern Cape Rural Development Sector Plan GIS e-tool must be preserved or improved when the update and review or re-development is undertaken.
- The successful service provider must also ensure the interoperability of the Northern Cape District Rural Development Sector Plan GIS e-tool with other departmental systems such as the National Spatial Planning Data Repository (NSPDR), the Strategically Located Land Decision Support Tool (SLLDS) and the Northern Cape/Free State Flood Hazard Area Model;
- The Northern Cape District Rural Development Plan GIS e-tool must form part, as a module, of the National Spatial Planning Data Repository (NSPDR) of the DALRRD;
- The updated and reviewed or re-developed Northern Cape District Rural Development Sector Plan GIS e-tool must include, as a minimum, new and updated datasets used in the cost surface calculation methodology of the current Northern Cape Rural Development Plan GIS e-tool.

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- The updated and reviewed or re-developed Northern Cape Rural Development Sector Plan GIS e-tool must include the results of the Strategically Located Land Decision Support (SLLDS) tool and the flood hazard model for each land parcel each time when a functionality report is generated
- The successful service provider/s must develop training manuals for users of the e-tool and an end user guide for users of the e-tool that describes how the tool is functioning.
- An administrator guide containing a description of each and every added functionality as well as specifying methodology to update the GIS e-tool with new spatial information
- The successful service provider/s shall provide support for a period of 10 months after completion of the project to provide bug fixing, GUI modifications, add functionality, criteria model changes, etc.
- The appointed service provider/s is expected to submit a report on the implementation of a fully functional Northern Cape District Rural Development Sector Plan GIS e-tool to the Steering Committee of the project;

9. PROJECT DURATION AND COST

9.1. The project for the review of the five District Development Sector Plans should be completed within the period of nine (09) months effective from the date of appointment. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled in the below table:

9.2. Project Cost and Time Frame

9.2.1. Timeframes must be adhered to, failure of which financial implications will be imposed for any delay or non-compliance with time and quality requirements.

9.2.2. The amount for the final draft is payable upon approval of the document by the Department.

Project Cost and Time Frame

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PHASES	% PAYABLE	TIMEFRAMES	SUBMISSION/ OUTPUT
Phase 0: inception phase): Start – up (Laying the foundation for review of District Rural Development Sector Plans – roles & responsibilities, scope & work plan and timeframes.	5%	2 Weeks	Project Plan, Inception Report. Signed Service Level Agreement
PHASE 1: Assessment of Existing Municipal Spatial Development Framework	20%	1 Month	Municipal SDF Multi-Sectoral Assessment and Spatial Analysis Report.
PHASE 1.1: Conduct Brief Assessment of Municipal SDF Multi-Sectoral Spatial Analysis (Background Information			
PHASE 1.2: Identification of Rural Development Directives from District and Local Municipality SDF;	10%	1 Months	Synthesis Report on District Rural Development Sector Plans and Consultation
PHASE 2: Rural Development Sector Plan:	10%	2 Months	1 st Draft Rural Development Framework
PHASE 2.1: Obtain and Analyse DALRRD Programmes/Branch Inputs for the Area			
PHASE 2.2: Compile Rural Development Framework	20%	2 Months	2 nd Draft Rural Development Framework Implementation of a Northern Cape District

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PHASES	% PAYABLE	TIMEFRAMES	SUBMISSION/ OUTPUT
			Rural Development Sector Plan GIS e-tool
Phase 2.3: Compile Rural Development Implementation Plan:	20%	1 Month	District Rural Development Sector Plan Inclusive of Implementation Plan Northern Cape District Rural Development Sector Plan GIS e-tool
Phase 3: Stakeholder Engagements	10%	1 Month	Stakeholder Engagement Report
Close Out	5%	2 weeks	Close Out Report
	100%	09 Months	

9.3. Monthly reports to be forwarded by the service provider to the project manager on agreed upon terms. The service provider will be required to report via a hard copy and electronic.

9.4. The tender amount should be inclusive of all disbursements, such as consultation processes and traveling.

9.5. Payment will be made on the basis of approved work in progress with a ceiling of 95% of the project cost. The balance (5%) of the project cost will only be paid on the approved final report.

10. RELEVANT SKILLS AND EXPERIENCE

10.1. The proposed team of experts in different discipline is crucial for this project ranging from Town Planning, rural development, environmental planning and management, infrastructure planning, socio-economic, statistical, economic, economic geography, agronomy, sociology, development planning, Geographic Information Science and

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project management who are experienced in the field of spatial planning frameworks and in town planning theory and practice.

- 10.2. The successful service provider will also be expected to have an understanding of and experience in spatial planning regulations and also of the spatial data regulations in terms of the Spatial Data Infrastructure Act (Act 54 of 2003) of the Country. The service provider should have experience in auditing projects, ability to interact with a variety of stakeholders as well as good research and report writing skills
- 10.3. The Project Team leader must be registered with SACPLAN as a Professional Planner in terms of the Planning Profession Act, 2002 (a copy of valid certificate to be attached).
- 10.4. The successful service provider will be expected to enter into a service level agreement with the Department in respect of the deliverables of the project.
- 10.5. The following is a list of a selection criterion for service providers/consortium:
- 10.5.1. Proven technical competence in the fields of town and regional planning, geographic information science (GIS) and rural development.
 - 10.5.2. Technical competence in agricultural and rural economies
 - 10.5.3. Expertise in managing and coordinating a multi-disciplinary project (Project management skills).
 - 10.5.4. Appropriate portfolios and project team competencies.
 - 10.5.5. Quality of presentation of the proposal:
 - Methodology or approach;
 - Understanding of project purpose
 - Outline of expected outputs;
 - Indicators and means of verifying progress.
 - 10.5.6. Ability to read and understand a variety of spatial information and analysis.
 - 10.5.7. Understanding of relevant rural development policy and legislation.
 - 10.5.8. Expertise in development of rural development plans.
 - 10.5.9. Proven GIS expertise lead by a GIS practitioner registered with the South African Geomatics Council (SAGC). A copy of a valid certificate to be attached.

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10.6. The service provider must submit a list of people who will be directly involved in the project containing, among other things, names, qualifications and their experience. This should clearly indicate what roles each team member will play and which team member will be responsible for which district.

10.7. The team leader and selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the DALRRD. It is expected that the team leader will be available for all meetings and engagements

11. CAPACITY BUILDING AND SKILLS TRANSFER

11.1. The DALRRD consider skills development as an integral part of the outsourcing process. The process should ensure that skills development and transfer is achieved within the relevant DALRRD personnel. Proposals should indicate **how** skills development and transfer would be achieved in DALRRD through this project.

12. INFORMATION GATHERING

12.1. The responsibility for collecting information necessary for the successful execution of the project lies entirely with the service provider appointed for the project.

13. TERMS AND CONDITIONS OF THE BID

13.1. General

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

13.1.2. The DALRRD and Service Provider will sign a Services Level Agreement upon appointment.

13.1.3. 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

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has been granted by the Department of Agriculture, Land Reform and Rural Development.

- 13.1.4. 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 DALRRD, except where duly authorized to do so in writing by the DALRRD.
- 13.1.5. 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 DALRRD.
- 13.1.6. 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 DALRRD.
- 13.1.7. 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.
- 13.1.8. 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.

13.2. Format of Proposal

- 13.2.1. All proposals are to respond to requirements as per the Terms of Reference.
- 13.2.2. All proposals should be clearly indexed and easy to read.

14. FINANCIAL PENALTIES

- 14.1. Financial penalties shall be imposed for agreed upon milestones, targets, and deadline not met without providing:
 - 14.1.1. Timely notification of such delays.
 - 14.1.2. Valid reasons for the delays.
 - 14.1.3. Supporting evidence that the delays were outside of the influence of the service provider.
- 14.2. Payments will be made only for work performed to the satisfaction of the Department of Agriculture, Land Reform and Rural Development (DALRRD). The Project Steering Committee will need to take a resolution concerning the work undertaken by the service

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provider. This resolution will then be reflected in the minutes of the meeting. The minutes will be submitted as part of the documentation required in order to process payment.

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

14.4. Original copies of invoices to substantiate all costs must be provided. The service provider’s invoices should include the Department’s order number that will be provided to the selected service provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project, for what purpose those hours spent and to what extent the objectives were achieved.

14.5. A pricing schedule **submitted on a separate sheet from the technical proposal for ease of evaluation**. The pricing schedule should include the following:

- 14.5.1. The names of the persons nominated to be used on the project;
- 14.5.2. The number of hours allocated to each nominated person for the duration of the project;
- 14.5.3. The hourly tariff applicable to each nominated person;
- 14.5.4. All monetary amounts must be in South African Rand;
- 14.5.5. Disbursements must be indicated separately and inclusive; and
- 14.5.6. VAT must be included.

15. UNDUE DELAY REMEDIES

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

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
PHASE 0: Inception phase, Issues and vision	5%	20%	25%	50%	75%	100%

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Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
Phase 1: Assessment of Existing Municipal Spatial Development Framework						
PHASE 1.1: Conduct Brief Assessment of Municipal SDF Multi-Sectoral Spatial Analysis (Background Information)	20%	10%	25%	50%	75%	100%
PHASE 1.2 Identification of Rural Development Directives from District and Local Municipality SDF;	10%	20%	40%	60%	80%	100%
PHASE 2: Rural Development Sector Plan:						
PHASE 2.1: Obtain and Analyse DALRRD Programmes/Branch Inputs for the Area	10%	20%	40%	60%	80%	100%
PHASE 2.2: Compile Rural Development Framework	20%	10%	25%	50%	75%	100%
Phase 2.3: Compile Development Implementation Plan:	20%	10%	25%	50%	75%	100%
Phase 3: Stakeholder Engagements	10%	10%	25%	50%	75%	100%
Close Out Report	5%					
Total	100%					

16. RETENTION

16.1. The service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after milestone due date.

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

17. EXTRA WORK

17.1. Any costs for extra work by the service provider, incurred over and above this bid which, in the sole opinion of the Chief Director: PSSC Northern Cape are due to

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reasons attributable to the service provider during any phase of the project shall be borne by the service provider.

18. REPORTING AND ACCOUNTABILITY

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

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

18.3. The project will be signed off by the Chief Director: PSSC Northern Cape when:

18.3.1. all the end products (refer to list) have been delivered and **(all deliverables per phase to be approved by the Project Steering Committee)**,

18.3.2. a formal presentation has been made to the Chief Directorate: PSSC Northern Cape, and

18.3.3. The Chief Director: PSSC Northern Cape is satisfied that all requirements have been met.

18.4. Mandatory Requirements

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

- Original Valid Tax Clearance Certificate issued by the South African Revenue Services (SARS), where consortium/joint ventures/ sub-contractor are involved, **each party to the association must submit a separate valid original Tax Clearance Certificate.**

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- Resolution authorizing the person who will be signing the bid documents.

19. PRE- QUALIFICATION CRITERIA FOR THE PREFERENTIAL PROCUREMENT

AS PER PPR 2017.

NB: failure to submit the following requirements with the proposal will disqualify the bidders

- 19.1 An EME or QSE which is at least 51% owned by black people, 51% black owned people who are women or people who are youth or people with disability.

20. EVALUATION CRITERIA

- 20.1. This bid shall be evaluated in two stages. On first stage bids will be evaluated on functionality, second stage evaluation will be in accordance with 80/20 preference point system as stipulated below.

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 and maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution

20.1.1. First Stage -Evaluation of Functionality

- The evaluation of the functionality will be done individually by Members of Bid Evaluation Committee in accordance with the following functionality criteria and values.
- All service providers who scored less than 70 out of 100 points for functionality will not be considered further.
- The Bids that fail to achieve a minimum of **70** points for functionality will be disqualified.

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The applicable values that will be utilized when scoring each criterion ranges from:

1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
RESOURCES	<ul style="list-style-type: none"> • The project leader must be a town and regional planner registered with South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002 as a Professional Planner with minimum 10 years' relevant experience in managing and coordinating a multi-disciplinary project (Project Management skills). Proof of registration with SACPLAN; • Attach CV with a detailed profile of previous work done: <ul style="list-style-type: none"> – CV attached with 15 years or more years' experience: score 5 – CV attached with 12-14 years' experience: score 4 – CV attached with 10-11 years' experience: score 3 – CV attached with 7-9 years: score 2 – CV attached with less than 7 years' experience: score 1 	20
	<ul style="list-style-type: none"> • Composition of technical team to be utilised in the execution of the project; (CV's clearly indicating relevant skills, knowledge, a minimum of ten (10) years post qualification experience, qualifications and registration must be attached) in town planning; rural development, environmental planning and management, infrastructure planning, socio-economic analysis, agricultural economics, economic geography, agronomy, sociology, development planning, geographic information science, spatial econometrics and project management: <ul style="list-style-type: none"> – 5 x Professional Town and Regional Planner over and above the project manager, – 2 x GIS – 2 x Economist – 2 x Agriculture specialist – 2 x Environmentalist 	25

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
	<ul style="list-style-type: none"> • Scoring will be done in accordance to: <ul style="list-style-type: none"> – Provision of 13 different professional staff from the above categories with 10 years’ and more of relevant experience and qualifications: score 5 – Provision of 13 different professional staff from above categories with 7-9 years’ of relevant experience and qualifications: score 4 – Provision of 13 different professional staff from any of the above categories with 4-6 years’ of relevant experience and qualifications: score 3 – Provision of 13 different professional staff from the above categories with 2-4 years’ of relevant experience and qualifications: score 2 – Provision of 13 professional staff with less than 2 years’: score 1 – Provision of less than 13 professional staff: score 0 	
CAPABILITY (Proof of company experience must be clearly and distinctly indicated)	Recent experience, with proof attached , in:	35
	<ul style="list-style-type: none"> • Spatial development planning (Thorough knowledge and expertise of Integrated Development Planning and Spatial Planning; Proven Integrated Development Plan (IDP) and Spatial Development Framework (SDF) knowledge and experience) • Scoring will be done in accordance to: <ul style="list-style-type: none"> – Exceptional knowledge, expertise and experience - score 5 – Thorough knowledge, expertise and experience - score 4 – Adequate knowledge, expertise and experience - score 3 – Fair knowledge, expertise and experience - score 2 – No knowledge, expertise and experience - score 1 	10

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
	<ul style="list-style-type: none"> • Agriculture, and Rural Development Planning (Experience in developing Spatial Development Frameworks and the application of GIS; and rural development) • Understanding of and research in spatial planning policy and legislation; spatial planning environment • Scoring will be done in accordance to: <ul style="list-style-type: none"> – Exceptional knowledge, expertise and experience - score 5 – Thorough knowledge, expertise and experience - score 4 – Adequate knowledge, expertise and experience - score 3 – Fair knowledge, expertise and experience - score 2 – No knowledge, expertise and experience - score 1 	5
	<ul style="list-style-type: none"> • Applied economics, socio-economic analysis economic geography (Economic specialist to address Economic Development in the Region) and (experience in analysis of the rural areas including agriculture and economies and drafting implementation plans based on analyses). • Scoring will be done in accordance to: <ul style="list-style-type: none"> – Exceptional knowledge, expertise and experience - score 5 – Thorough knowledge, expertise and experience - score 4 – Adequate, expertise and experience - score 3 – Fair knowledge, expertise and experience - score 2 – No knowledge, expertise and experience- score 1 	5
	<ul style="list-style-type: none"> • Geographic Information Science (spatial modelling, spatial analysis, advanced cartography, and advanced data analytics with performing some customized application development. 	10

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
	<ul style="list-style-type: none"> • Scoring will be done in accordance to: <ul style="list-style-type: none"> – More Than 9 years’ experience: score 5 – 7 - 6 years’ experience: score 4 – 5 - 6 years’ experience: score 3 – 3 - 4 years’ experience: score 2 – 0 – 2 years’ experience: score 1 <hr/> <ul style="list-style-type: none"> • Monitoring and evaluation and project management (Proof of a minimum of three (3) similar projects (SDF, IDP, LED) that have been successfully completed with contactable references – (List names, addresses, telephone numbers, fax numbers and e-mail of contactable references) (Stakeholders analytical skills; Proven ability to communicate effectively with all stakeholders at all levels of society)- <ul style="list-style-type: none"> • Scoring will be done in accordance to: <ul style="list-style-type: none"> – 5 similar projects and a 1 DRDP successfully completed: score 5 – 4 similar projects with 1 DRDP successfully completed: score 4 – 3 similar projects with 1 DRDP successfully completed: score 3 – 2 similar projects with 0 DRDP successfully completed: score 2 – 1 similar project with 0 DRDP completed successfully completed: score 1 	<p style="text-align: center;">5</p>
<p>METHODOLOGY AND PROJECT MANAGEMENT</p>	<ul style="list-style-type: none"> • A detailed of approach and methodology that may be employed to tackle and execute specific assignments as per the project scope of work. <ul style="list-style-type: none"> - Appropriateness of proposed approach and methodology - The degree to which the methodology proposed is sound, 	<p style="text-align: center;">20</p>

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
	<p>professional, realistic and logical.</p> <ul style="list-style-type: none"> - Method and clarity regarding presentation of the final outputs of the project; - Programme with clear timelines and output - Indicators and means of verifying progress. - Quality assurance steps indicated - Clear reporting mechanism <ul style="list-style-type: none"> • Scoring will be done in accordance to: <ul style="list-style-type: none"> - Methodology and propose plan exceptionally specifies the manner in which the project will be delivered and indicate additional value adds- score 5 - Methodology and propose plan adequately address all requirements in the ToR and is acceptable for implementation - score 4 - Methodology and propose plan adequately address most of the requirements in the ToR - score 3 - Methodology and propose plan inadequately and poorly address requirements in the ToR - score 2 - Methodology and propose plan does not outline the requirements as specified in the ToR - score 1 	
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		

20.1.2. Only bids that achieve the minimum qualifying score of 70 for functionality will be evaluated further in accordance with the 80/20 Preference Point System only.

20.1.3. Second stage – Evaluation in terms of 80/20 Preference Point System

20.1.4. The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid.

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The lowest acceptable bid will score 80 points for price and maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution

Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with 80/20 preference points system

Calculation of points for price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Thus, bidders who provide the lowest management fee will get full 80 points for price.

B-BBEE Status Level of Contribution

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

B-BBEE STATUS LEVEL OF SUPPLIER	NUMBER OF POINTS
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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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 Auditors (IRBA), together with their bids to substantiate their B-BBEE claims. The Exempted Micro Enterprise must submit a letter from Accounting Officer who is appointed in terms of Close Corporation Act.

NB: Bidder 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

21. CONTACT PERSONS

21.1. TECHNICAL ENQUIRIES (SPLUM NC)

Mr Janco du Plessis

072 734 8146

Email: janco.duplessis@dalrrd.gov.za

Ms. Sandy Mufamadi

083 732 2597

Email: sandy.mufamadi@dalrrd.gov.za

21.2. SUPPLY CHAIN MANAGEMENT ENQUIRIES

Ms Tshegofatso Chubane

(053) 830 4000

Tshegofatso.Chubane@dalrrd.gov.za

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