

DESCRIPTION: APPOINTMENT OF A TEAM OF SERVICE PROVIDERS TO DEVELOP A LOCAL DEVELOPMENT PLAN AND TO UNDERTAKE A PROCESS OF ESTABLISHMENT OF TOWNSHIPS IN CERTAIN PORTIONS OF THE LAND BELONGING TO THE KHOMANI SAN COMMUNAL PROPERTY ASSOCIATION SITUATED AT DAWID KRUIPER LOCAL MUNICIPALITY; NORTHERN CAPE PROVINCE.

THERE WILL BE A NON-COMPULSORY BRIEFING SESSION AS FOLLOWS:

Prospective bidders are required to attend the non-compulsory briefing session.

The session will be conducted via MS Teams.

DATE: 14 October 2021

Time: 11H00

Those that are interested in attending this session, should send an email, requesting the link for the session, to Tshegofatso.Chubane@dalrrd.gov.za. The closing time to obtain a link will be, an hour before the session starts. No late request will be attended to.

CLOSING DATE: 29 OCTOBER 2021

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

TECHNICAL ENQUIRIES :

Ms Segomotsi Seti

TEL : (053) 830 4000

EMAIL : Segomotsi.Seti@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: 29 OCTOBER 2021

DESCRIPTION: APPOINTMENT OF A TEAM OF SERVICE PROVIDERS TO DEVELOP A LOCAL DEVELOPMENT PLAN AND TO UNDERTAKE A PROCESS OF ESTABLISHMENT OF TOWNSHIPS IN CERTAIN PORTIONS OF THE LAND BELONGING TO THE KHOMANI SAN COMMUNAL PROPERTY ASSOCIATION SITUATED AT DAWID KRUIPER LOCAL MUNICIPALITY; NORTHERN CAPE PROVINCE.

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 5, SBD 6.1, SBD 8, SBD 9, GCC and Specification.
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Each bid document must be submitted in a 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 Rural Development and Land Reform, Corner Knight & Stead Street ,6th floor Court Building Kimberley 8301. **Bidders must ensure that bids are delivered timeously to the correct address. (failure to comply will disqualify your proposal)**

Yours faithfully

Signed

BID MANAGEMENT

Date: 04 October 2021

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:	5/2/21 –DALRRD NC 0001(2021/2022)	CLOSING DATE:	29 OCTOBER 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A TEAM OF SERVICE PROVIDERS TO DEVELOP A LOCAL DEVELOPMENT PLAN AND TO UNDERTAKE A PROCESS OF ESTABLISHMENT OF TOWNSHIPS IN CERTAIN PORTIONS OF THE LAND BELONGING TO THE KHOMANI SAN COMMUNAL PROPERTY ASSOCIATION SITUATED AT DAWID KRUIPER LOCAL MUNICIPALITY; NORTHERN CAPE PROVINCE.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF 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	SEGOMOTSI SETI	
CONTACT PERSON	T. CHUBANE		TELEPHONE NUMBER	053 830 4000	
TELEPHONE NUMBER	053 830 4000		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Segomotsi.Seti@dalrrd.gov.za	

E-MAIL ADDRESS	Tshegofatso.chubane@dalrrd.gov.za	
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PART B TERMS AND CONDITIONS FOR BIDDING

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

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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Audit

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

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

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

Signature of representative/agent

CCYY - MM - DD

Date

Name of representative/agent

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

CCYY - MM - DD

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 2021-2022

APPOINTMENT OF A TEAM OF SERVICE PROVIDERS TO DEVELOP A LOCAL DEVELOPMENT PLAN AND TO UNDERTAKE A PROCESS OF ESTABLISHMENT OF TOWNSHIPS IN CERTAIN PORTIONS OF THE LAND BELONGING TO THE KHOMANI SAN COMMUNAL PROPERTY ASSOCIATION SITUATED AT DAWID KRUIPER LOCAL MUNICIPALITY; NORTHERN CAPE PROVINCE.

Name of Bidder:

APPOINTMENT OF A TEAM OF SERVICE PROVIDERS TO DEVELOP A LOCAL DEVELOPMENT PLAN AND TO UNDERTAKE A PROCESS OF ESTABLISHMENT OF TOWNSHIPS IN CERTAIN PORTIONS OF THE LAND BELONGING TO THE KHOMANI SAN COMMUNAL PROPERTY ASSOCIATION SITUATED AT DAWID KRUIPER LOCAL MUNICIPALITY; NORTHERN CAPE PROVINCE. [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	DELIVERABLES	PERCENTAGE	TOTAL
Phase 1: Inception	Methodology, process plan (including timeframes), Expected Outputs, Deliverables and milestones	10%	R.....
Phase 2: LOCAL DEVELOPMENT PLAN	The plan must paint a picture of how social and economic development should take place in the realm of a very fragile but heritage endowed natural environment. A balancing act between tourism, agriculture, human settlement, industrial and commercial development should be stricken.		
Phase 3: PUBLIC PARTICIPATION	As prescribed of SPLUMA; NEMA; COMMUNAL PROPERTY ASSOCIATION ACT; CPA CONSTITUTION and any other guiding legislation.		
Phase 4:	Contour survey of the proposed township area	10%	R.....

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

Name of Bidder:

APPOINTMENT OF A TEAM OF SERVICE PROVIDERS TO DEVELOP A LOCAL DEVELOPMENT PLAN AND TO UNDERTAKE A PROCESS OF ESTABLISHMENT OF TOWNSHIPS IN CERTAIN PORTIONS OF THE LAND BELONGING TO THE KHOMANI SAN COMMUNAL PROPERTY ASSOCIATION SITUATED AT DAWID KRUIPER LOCAL MUNICIPALITY; NORTHERN CAPE PROVINCE. [SBD 3.3]

DELIVERABLES	DELIVERABLES	PERCENTAGE	TOTAL
ESTABLISHMENT OF TOWNSHIPS	Hydrological and Geotechnical investigation	10%	R.....
	Heritage Impact Assessment	10%	
	Investigation and proposals with regard to engineering services	10%	R.....
	Environmental Impact Assessment (EIA)	10%	
	Land Use Planning	10%	
	Preparation of General Plan	10%	
	Conveyancing and the opening of the township register	10%	
Phase 5: CLOSE OUT	Final invoices to be processed after appeal period closed	10%	R.....
SUB TOTAL COST (EXL VAT)			R.....
VAT			R.....
TOTAL COST OF THE PROJECT (Including 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 Tshgofatso Chubane
 Senior Supply Chain Practitioner
 Directorate: Finance & Supply Chain Management

Contact Number: (053) 830 4000

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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
--------------	-----------	--------------

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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
.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



agriculture, land reform & rural development

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

PROVINCIAL SHARED SERVICE CENTRE: Northern Cape, Private Bag X5007, KIMBERLEY, 8300, Tel (053) 830 4000
New Public Building, Cnr Knight & Stead Street, KIMBERLEY, 8301, Fax (053) 831 4095

TERMS OF REFERENCE FOR THE APPOINTMENT OF A TEAM OF SERVICE PROVIDERS TO DEVELOP A LOCAL DEVELOPMENT PLAN AND TO UNDERTAKE A PROCESS OF ESTABLISHMENT OF TOWNSHIPS IN CERTAIN PORTIONS OF THE LAND BELONGING TO THE KHOMANI SAN COMMUNAL PROPERTY ASSOCIATION SITUATED AT DAWID KRUIPER LOCAL MUNICIPALITY; NORTHERN CAPE PROVINCE.

REFERENCE: 12/3/4-NC/3/B/1

1. PURPOSE

The Department of Agriculture Land Reform and Rural Development (DALRRD) requires services of a team of professionals to develop a Local Development Plan and to undertake a township establishment process in certain portions of the land belonging to the Khomani San Communal Property Association situated at Dawid Kruiper Local Municipality in the Northern Cape Province.

2. BACKGROUND

- 2.1. The Khomani San CPA is situated at Andriesvale in the Dawid Kruiper Local Municipality (former Mier Local Municipality), of the Northern Cape Province.
- 2.2. The Khomani San Community have a land restitution claim that was finalised and transferred to the Khomani San Communal Property Association (CPA) in terms of Communal Property Association Act No. 28 of 1996 during a celebration held on the Human Rights Day commemoration event on 21 March 1999.
- 2.3. In line with the Communal Property Associations Amendment Bill, 2016, the Department intends to ensure that before the Khomani San Community are given individual title deeds and that the whole property is registered in terms of the Deeds Registries Act, 1937 (Act No. 47 of 1937), general plan is prepared and approved in terms of the Land Survey Act, 1997 (Act No. 8 of 1997).

The Amendment Bill states that the general plan must outline parts of the property reserved for:

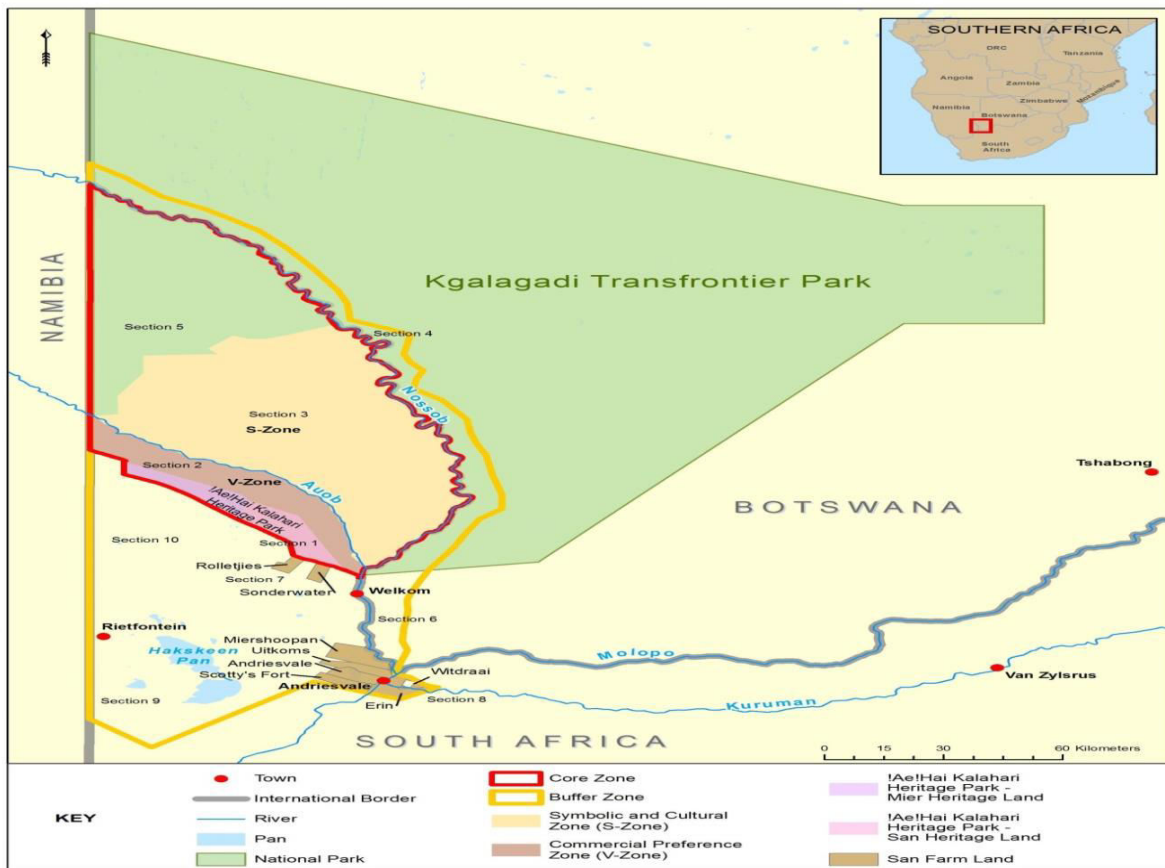
- 2.3.1. development including infrastructure investment for the entire community.
 - 2.3.2. Crop fields, grazing land, water ways, conservation, recreational and any other purpose for the entire community;
 - 2.3.3. Residential, industrial and commercial purposes(sub-divided portions).
- 2.4. In the same breadth, Khomani San Communal Property Association (CPA) and the Department have also reached a Settlement Agreement which was later declared as an order of the Court, following a dispute regarding the level of departmental support to the CPA. The Settlement Agreement stipulates that the Department and government in general should facilitate the pursuit of **developmental objectives** and **provision of basic services** for the members of the CPA. The Settlement Agreement outlines the developmental objectives that government should pursue, as follows:
- 2.4.1. education,
 - 2.4.2. township establishment of settled and prospective settlement areas
 - 2.4.3. provision of housing,
 - 2.4.4. access to water and sanitation and
 - 2.4.5. access to municipal services, and
 - 2.4.6. addressing any other needs
- 2.5. It is against this background that the Department seeks the services of a team of professional service providers to undertake a process of resource appraisal for the whole land belonging to the CPA in order to:
- 2.5.1. Develop a Local Development Plan, and
 - 2.5.2. Undertake a process for establishment of townships in identified areas.

3. THE SITE

The Khomani San have successfully claimed the land they were criminalised from hunting and consequently evicted during establishing the Kalahari Gemsbok National Park, which is now part of the Kgalagadi Trans-frontier Park. Upon settlement, about 25 000 hectares inside the Park was committed to the ownership of the community to be managed as a contractual park in terms of Section 2(B)(1)(b) of the National Parks Act, 1976 (Act No. 57 of 1976).

SANParks would, in terms of the National Parks Act, be responsible for the conservation management of the Khomani San Land.

Over and above the land inside the Park, the Land Claims Commission has also transferred about six (6) farms totalling approximately 37 000 hectares of white owned farms to the custody the Khomani San CPA (Map 1). The white commercial farmers were using the land for either extensive livestock production or game farming of antelope varieties (Farm Africa, Volume: 6, 2007). It must also be noted that some members of the Khomani San CPA household are currently residing in the property.



Map 1: Location of Khomani San Farms (Erin, Witdraai, Miershoopan, Uitkoms, Sonderwater, Rolletjies, Andriesvale, Scotty's Fort)- Source: world heritage site application dossier 2015

Currently the locational variables of the Khomani San CPA land and their social and economic activities on the land is not clearly geographically referenced nor surveyed. That renders any attempt by government to allot title deeds of portions of land to individual members as well as development of various social and economic amenities an administratively impossible exercise.

Therefore the land needs to be resource appraised, surveyed, zoned, subdivided and apportioned in order to clearly define land parcels to improve their predicament of extremely limited access to education, health care, the justice system, shops, food supply, water supply, housing, income generating opportunities and infrastructure.

Khomani San community has identified two possible sites (preferably at Andriesvale) for human settlement planning and development:

- the existing settlement at Andriesvale where approximately 500 (shared between two possible sites) informal and stone dwellings are located
- a new site at Witdraai Farm owned by the Khomani San CPA

The exact and most suitable sites for the human settlement project should be determined based on technical considerations which should be canvassed during the development of the Local Development Plan. Locality of the project should be determined in accordance with approved planning instruments of the authorities within which the jurisdiction of the study area lie, for example, Provincial and Municipal Spatial Development Frameworks (SDFs), Integrated Development Plan (IDP), SANparks Conservation Plans, Multinational Agreement, Provincial Development Strategies, National Development Plan (NDP).

4. SCOPE OF WORK / PROJECT DESCRIPTION

The Department of Agriculture Land Reform and Rural Development (DALRRD) requires services of a team of professionals to develop a Local Development Plan and to undertake a township establishment process in certain portions of the land belonging to the Khomani San Communal Property Association situated at Dawid Kruiper Local Municipality in the Northern Cape Province.

The successful team of professional service providers will be expected to undertake of resource appraisal for the whole land belonging to the CPA in order to develop a **Local Development Plan** as well as to undertake a process for **establishment of townships** in identified areas.

4.1. Local Development Plan

This assignment will be undertaken in part, to ensure the implementation of the court order that granted relief to the Khomani San CPA against the Department of Agriculture Land Reform and Rural Development (DALRRD) however the importance of implementing the Department's own legislation and policy such as the Communal Property Association Amendment Bill cannot be overemphasised. In addition, all programmes, plans, norms and standards, policies and regulations of all relevant authorities should be sufficiently addressed when undertaking this exercise.

Emphasis should be made that the plan should be located within the existing policies, plans and programmes of the Dawid Kruiper Municipality, ZF Mgcawu District Municipality and the Northern Cape Province, notably, the Dawid Kruiper Municipality Integrated Development Plan (IDP) and the Municipal Human Settlement Sector Plan. The two (2) plans are unequivocal in promoting that Andriesvale under which some of the Khomani San reside needs to be formalised.

According to the Dawid Kruiper Municipality IDP and the Municipal Human Settlement Sector Plan, an integrated approach is being followed to bring the marginalised communities into the mainstream municipal infrastructure programme. The Human Settlement Sector Plan commits the municipality to extending its services in future to include communities of Noenieput, Vetrivier, Drieboom, Schepkolk and !Khomani San Community who is currently scattered on the farms Erin, Andriesvale, Scotty's Fort, Witdraai and Uitkoms.

Emphasis is on roads, boreholes schools and clinics. Roads are earmarked as very strategic in unlocking the potential of this tourist attractive area hence the conversion of a gravel road to a permanent surfaced road from Askham to Twee Rivieren and the entrance to the Kgalagadi Transfontier Park. Water is also strategic in unlock the agricultural potential of the area. In terms of energy, the municipality is focusing on the delivery of bulk reticulation on all green field areas by providing solar energy as a means of electricity for household purpose and the extension of infrastructure development e.g. Street lighting and high mass lightening. This solar energy should also be extended to cater for agricultural purposes.

It is therefore expected from the esteemed successful service provider to locate this Local Development Plan within the context and parameters of the above development framework. The plan must paint a picture of how social and economic development should take place in the realm of a very fragile but heritage endowed natural environment. A balancing act between tourism, agriculture, human settlement, industrial and commercial development should be

stricken. This objective is well captured in the management agreement between the then Mier Local Municipality (now known as Dawid Kruiper), South African National Parks and the Khomani San CPA, which states that as a nominated Management Authority, SANParks should uphold “the object of, inter alia, the establishment, preservation, conservation and study in the Kgalagadi Transfrontier Park of wild animal, plant life and objects of geological, archaeological, historical, ethnological, educational and other scientific interests and matters related as incidental thereto and to events in or the history of the Kgalagadi Transfrontier Park, in such a manner that the area which constitutes part of the Kgalagadi Transfrontier Park is, as far as may be and for the benefit and enjoyment of the Khomani San Community, the Mier Community and visitors, retained in its natural state”.

The process of developing this development plan may consist but not limited to the following components.

- 4.1.1. Executive Summary
- 4.1.2. Background and purpose
- 4.1.3. Policy Context and the customized vision statement
- 4.1.4. Situational Analysis (Developmental opportunities and challenges)
- 4.1.5. Developmental Concepts Proposals
- 4.1.6. Proposals for Funding of projects (Spanning Private, NGO and Public Sector funding)
- 4.1.7. Implementation Plan (Short, Medium and Long Term)

NB: The above headings are but a broad skeleton therefore are not cast in stone; proposals may be entertained by project management and governance structures

4.2. Establishment of townships

At this stage, the Local Development Plan would have already conducted land suitability assessment for conservation, industrial, commercial and residential development.

Deeds Registries Act, 1937 (Act No. 47 of 1937) requires that any parcel of land to be registered with the Registrar of Deeds should be located with a general plan prepared and approved by the Surveyor General in terms of the Land Survey Act, 1997 (Act No. 8 of 1997). General plan is a composite product of a process of establishment of a township. The process for establishment of townships should be undertaken using the best practice methodologies and scope.

This process shall include a variety of professionals affiliated to their respective professional bodies; however they shall be constituted into one (1) multi-disciplinary team. The following activities will be undertaken according to rules and regulations governing each and every activity:

4.2.1. Contour survey of the proposed township area

The team should have at least one (1) Professional Land Surveyors registered with the South African Geomatics Council (SAGC, formerly PLATO) to lead this segment.

It is expected that this team will lead the process of developing base maps with contours of at least 1 meter intervals. The map(s) should be in the format acceptable by relevant authorities.

ALSO INCLUDE THE FOOTPRINTS OF ALL EXISTING STRUCTURES, FENCES, AND SERVICES (ABOVE GROUND SERVICES) ON THE SITE

The survey must be undertaken in accordance with the Land Survey Act 8 of 1997, by or supervised by a person registered with the South African Geomatics.

4.2.2. Hydrological and Geotechnical investigation

A professional Geological Engineer registered with the Engineering Council of South Africa (ECSA) or a Geologist/ Geo-hydrologist / Hydro-geologists registered with the South African Council for Natural Scientific Professions (SACNASP) must lead a team that conduct this study.

A geotechnical report should comprise of the following components:

- Assessment of the underlying geology and hydrology (at a desktop level)
- Assessment of the topographical conditions
- Identification of problem soils
- Identification of potential shortcomings based on geotechnical considerations
- Assessment of foundation conditions and consequently recommendations for foundations
- Evaluation of potential construction constraints.
- Compilation of a specialist report.
- Evaluation and assessment of potential impacts.
- Specialist recommendations.

4.2.3. Heritage Impact Assessment

The area is closely linked to the heritage site and undoubtedly rich in archaeological artefacts that need to be discovered and conserved. Services of at least one Archaeologist with minimum of a Degree in Archaeology are required. The role of the team will be to:

- Identify and map all heritage resources in the affected area.
- assess the significance of such resources in terms of heritage assessment criteria set out in regulations;
- assess the impact of development on heritage resources;
- evaluate the impact of the development on heritage resources relative to the sustainable social and economic benefits to be derived from the development
- consult with communities affected by the proposed development and other interested parties regarding the impact of the development on heritage resources
- determine alternatives to be considered for development
- plans for mitigation of any adverse effects during and after completion of the proposed development.

4.2.4. Engineering Services

There is a need to introduce formal civil (water, sewers, roads, storm water) and electricity infrastructure into the new settlement and the property of the Khomani San in general. Civil and Electrical engineers affiliated with the SAEC are required to lead investigation to determine the needs for these engineering services. The civil and electrical engineers will investigate the current and desirable state with regards to engineering services and compile an Engineering Services reports.

The Engineering Services reports will deal with the requirements of the local authority. The reports will include:

- a bulk services investigation (locating existing bulk services and possible connections for the proposed development)
- Determination of what spare capacity to serve the proposed development exists or what possible upgrade of external services may be required.
- Cost estimates for the installation of the services are payable.
- Possible use of boreholes and licence application must be obtained from DWAF.

An electrical engineer in addition, will investigate the electricity requirement of the proposed development and submit an application to the licensed electricity regulator requesting approval

for the required supply. This consultation may be required even if solar electricity may be an option.

The engineers will further prepare preliminary design drawings of a generic model house or building in the proposed townships for submittal, modification, and approval with relevant authorities.

4.2.5. Environmental Impact Assessment (EIA)

The team shall also comprise of an Environmental Assessment Practitioner (EAP) to undertake the environmental impact studies. It means that any sensitive areas to development must be identified and incorporated into the planning. SANParks and/or municipality could have declared certain parts of the site as a conservation area which can either have a detrimental effect on the feasibility of the project in terms of its economical layout therefore alternative site need to be determined.

It is expected that the administration of these EIA applications should be carried out in line with the Environmental Policy of the DALRRD, whereof the competent authority shall be the national Department of Environmental Affairs (DEA) and coordination will be done in line with the Service Level Agreement (SLA) reached between the two (2) departments. The study may include a Social Impact Assessment study as integral to the main EIA exercise. It is required to determine whether the social economic climate is favourable for the proposed development. Various factors must be analysed such as demographics, desirability of rural versus urban development, impact of urban-rural divide, property tendencies, income and expenditure factors, need for social amenities/ services, local and macro-economic factors as well as political factors of this development.

The successful EAP will need to deliver but not limited to the following outputs:

- Application for Environmental Authorisation (EA)
- Basic Assessment or Full Scoping Report inclusive of relevant specialist studies,
- Outcome of the Application for Environmental Authorisation (EA)
- Environmental Management Programme (EMP), and
- Closure plan (if applicable).

4.2.6. Land Use Planning

The project requires services of a professional planner registered with South African Council for Planner (SACPLAN). This professional will operate within the realm of legal requirements for township establishment, rezoning and consent uses set under the Spatial Planning and Land Use Management Act (SPLUMA) No 16 of 2013. The main technical role of this professional planner is to motivate for changes in land use. In motivating the land use change, he or she needs to consult widely with other professionals from other disciplines in the team, and the ability to think holistically and integrate various inputs is essential.

The planner should also possess a rare skill for involving the community in the planning process. He must have a skill to undertake and/or coordinate conflict resolution and negotiation processes.

Above all, according to Section 33 (1) of the Spatial Planning and Land Use Management Act (SPLUMA) No 16 of 2013, all land development applications must be submitted to a municipality. However, the team must always note that planning is not only limited to the municipality, so it is necessary to ensure that the other relevant sector departments are contacted as per the emphasis on Section 33 (2) of SPLUMA that where an application or authorisation is required in terms of any other legislation for a related land use, such application must also be made in terms of that legislation as in other cases development is not only limited to the planning authorisation.

Amongst other things (but not limited to) the planner, in carrying out Land Development Application in terms this Act, he or she must:

4.2.6.1. Submit written application to the municipal planning department .

4.2.6.2. submit layout plans outlining the following:

- contour lines, the values of which shall be based on the datum plane of national geodetic bench marks based on sea-level as datum plane;
- existing buildings in the proposed township;
- streets, squares and open spaces in the proposed township;
- the widths and names of streets;
- adjoining existing and adjoining proposed streets and roads with their names;

- Adjoining erven in existing townships or proposed townships in respect of which applications have been submitted. or notice has been given in terms of any relevant legislation;
- water courses, railways, pipe lines, power lines, existing public roads and all servitudes in or abutting the proposed township;
- by means of a distinctive notation, the sites in the proposed township proposed to be reserved for specific purposes;
- a table indicating the total number of erven in the proposed township, the number of erven for specific purposes and their numbers, the minimum size of the erven (300m²), the ruling size of the erven, the minimum and maximum gradient of the streets, the total length of the streets within the township, the area of streets as a percentage of the total area of the township and the area of parks and open spaces, if any, as a percentage of the total area of the township;
- demarcation of noise zones;
- boundaries of township and;
- a locality plan as an insert on the plan of the township accurately drawn to a scale of not less than 1:50 000 or such other scale which the municipality may approve

4.2.7. surveying of erven and Preparation of General Plan

In a case where the municipality grants an approval for a township development, the team must lodge an application for approval with the Surveyor –General within the legally stipulated time-frame (12 months). The application packages will include a complete cadastral survey of the land by a land surveyor indicating and defining the cadastral boundaries of the new township and erven located there in.

The team must ensure that the Surveyor-General finds the General Plan to be conforming to current standards and also acts as the keeper of the plan to register any changes to the cadastral of the township such as the registration of new servitudes. On approval the team must submit a certified copy of the approved General Plan to the Dawid Kruiper Local Municipality which is forwarded to the Deeds Office.

Each site all pegs must be clearly marked to indicate their positions

Submit records to the Survey General's office for examination

Refer to 4.2.1

4.2.8. Conveyancing and the opening of the township register

It is also expected that this team of professional planners and a Conveyancer should assist the Department and the Dawid Kruiper Local Municipality in ensuring that a record of ownership in respect of the new township, is opened and concluded at the Deeds Office.

It is also expected that each and every property should have a title deeds attached to a name at this stage. The services of an attorney who has been admitted in the High Court of South Africa as capable and entitled to practice as a conveyancer will be required. The Conveyancer must process the transfer of individual ownership of each erf or property as allocated by the CPA and allied organisations. The Branch: Land Tenure Reforms in the Department shall lead the process.

5. PROJECT DELIVERABLES

The successful service provider has to produce and submit:

- 5.1 A proposal should also consist of a proposed **comprehensive project plan**. The project plan should outline the various activities and reports to be produced, the delivery dates, disbursements (associated application fees) applicable to competent authorities (e.g. Dawid Kruiper, etc) and all planned meetings to be held. The comprehensive project plan must meet the specified timeframes.

5.1 The project plan should consist of several phases, where some may run concurrently whilst others need to be sequenced according to their dependency relationship.

PHASE 1	INCEPTION
	Methodology, Process Plan (including timeframes), Expected Outputs, Deliverables and milestones.
PHASE 2	LOCAL DEVELOPMENT PLAN
	The plan must paint a picture of how social and economic development should take place in the realm of a very fragile but heritage endowed natural environment. A balancing act between tourism, agriculture, human settlement, industrial and commercial development should be stricken
PHASE 3	PUBLIC PARTICIPATION
	As prescribed of SPLUMA; NEMA; COMMUNAL PROPERTY ASSOCIATION ACT; CPA CONSTITUTION and any other guiding legislation.
PHASE 4	ESTABLISHMENT OF TOWNSHIPS
	Contour survey of the proposed township area
	Hydrological and Geotechnical investigation
	Heritage Impact Assessment
	Investigation and proposals with regard to engineering services
	Environmental Impact Assessment (EIA)
	Land Use Planning
	Preparation of General Plan
	Conveyancing and the opening of the township register
PHASE 5	CLOSE OUT

	Final invoices to be process after appeal period closed.
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5.2 The successful service provider(s) will need to deliver the following outputs:

- Inception Report;
- Record of Decision letters (Environmental and Heritage, if applicable);
- Land Development Application including Layout Plan (to be pre-approved by SPLUMS Core Team before formal submission to Dawid Kruiper);
- Municipal decision letter;
- Response to objections; and
- Response to appeals (if applicable).

5.3 A schedule of payment indicating tasks and deliverables as per project plan.

5.4 The documents and tasks as set out in the Scope of Work above.

5.5 The drafting, circulation, and corrections of minutes of any meetings held with the Tenure Reform Implementation (TRI) and SPLUMS Core Team within 5 working days of the event.

The service provider(s) must submit the required amount of hard copies of the applications to the relevant competent authority (e.g. Dawid Kruiper, DEADP & NC: DOA). Electronic copies (one in Microsoft Word and one in Adobe PDF) of all the final documents must be provided to the Department as well as GIS data (in ArcGIS; planet GIS) and shape files, related to the application.

5.6 The successful service provider should prepare all documentation in a format which is compatible with MS Office; Planet GIS and ArcGIS for Windows Operating Systems.

5.7 The project must be completed within twelve (12) months (subject to the timelines of the relevant competent authorities to allow for possible project extension).

5.8 Written monthly reports on progress needs to be provided.

6 REPORTING AND MEETINGS

6.1 Monthly meetings will need to be held with the TSI and RID Core Team on site or Upington; or Kimberley.

6.2 All meetings or consultations (including the reports to be presented) with the community must be held in AFRIKAANS

6.3 The successful service provider will be responsible for undertaking all administrative work with respect to the project. This will include preparations for any meetings, preparing agenda's, minute taking, and other related logistical arrangements. The successful service provider will also be expected to distribute all monthly progress reports to representatives of the TRI and RID/ SPLUMS Core Team.

7 RESPONSIBILITIES OF THE DEPARTMENT

7.1 DALRRD will cover the agreed upon fee of the service providers as outline in project plan requirements in 5.1.

7.2 DALRRD will provide strategic guidance and available documentation and information.

7.3 DALRRD TSI/RID/SPLUM to determine the resources and capacities available internally to contribute to the development of a Management Plan, which aims to promote the sustainability of the proposed residential development

7.4 The staff of the DALRRD will make themselves available for the various agreed meetings and will review and make comments on all draft documents as per the agreed schedules. A minimum of 5 (five) working days should be provided for professional review by the Core Team for review of the complete application.

8 PROJECT OR CONTRACT PERIOD

8.1 The project period shall begin on date of appointment for the duration of 12 months as stipulated in 5.8.

9 PROJECT EXPENSES

9.1 Total costs for services rendered and other necessary activities for completion of the project must be inclusive in the Quotation and Invoice.

9.2 All the total must be VAT inclusive.

10 MANDATORY REQUIREMENTS

- i) Bidders **must supply a valid tax clearance certificate (PIN)**, which was issued by the South African Revenue Services (SARS), with their bid submission. Each party to a trust, consortium, joint venture or sub-contractor must submit a valid and original tax clearance certificate.
- ii) Resolution authorising the person who will be signing the bid documents

10.1 Additional responsiveness criteria applicable to this bid:

- i) Service provider(s) must provide a track record of relevant expertise and experience with regards to the project. Service provider(s) must preferably have relevant work experience within the town planning field specifically dealing with layout planning and submissions of development applications in the Northern Cape Province.
- ii) The successful service provider team **must** consist of the following practitioners.
 - Registered Town Planner (Team Leader) - minimum B-degree in Town & Regional Planning and professional registration with SACPLAN (South African Council for Planners);
 - Engineer – minimum B-degree in engineering (civil and transport) and professional registration with ECSA (Engineering Council of South Africa);
 - Environmental Assessment Practitioner (as per NEMA EIA Regulations, 2014) - minimum B-degree in Environmental Management (or equivalent qualification in Natural/Physical/Environmental Science);
 - Heritage Practitioner - minimum Heritage related qualification (Archaeologist); and heritage council requirements

- Land Surveyor - minimum B-degree in Surveying and professional registration with PLATO (South African Council for Professional and Technical Surveyors); Geo – matics Council.
- GIS Practitioner – appropriate accredited GISc qualification or equivalent qualification approved by the South African Council for Professional and Technical Surveyors;

iii) Should the team not have all the above required practitioners, their bid will not be considered.

iv) CVs of team (as per point 9.2 (ii) above) to be allocated to the project and track record of relevant expertise and experience (A minimum of 5 years' experience).

v) Detailed breakdown of budgets and cash flows.

vi) Schedule of personnel allocated to the project, their positions and designations.

vii) Outline of suggested approach and methodology.

viii) Project Plan detailing roll out of the project including an organizational chart and work breakdown structure for the specialist studies. The latter should include tasks, subtasks, calendar time allocation, major activities and milestones relative to cash flow expectations.

11 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

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

12 EVALUATION CRITERIA

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

12.2 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

12.3 First Stage – Evaluation of Functionality

The evaluation of the functionality will be evaluated individually by members of the Bid Evaluation Committee in accordance with the below functionality criteria and values. The applicable values that will be utilized when scoring each criteria ranges from **1= very poor, 2 = poor, 3 = good, 4 = very good and 5 = excellent.**

12.3.1 The functionality criteria and weighting to be used are spelt out in the table below.

Functionality Criteria	Weighting Factors:	Scoring
Qualifications	20	
Land Development Application (Motivation Report)	4	
<ul style="list-style-type: none"> Qualification (Team must consist of a Town Planner & GIS practitioner). 		
Services Reports (civil and transport)	4	
<ul style="list-style-type: none"> Qualifications (Team must consist of a Professional Engineering practitioner & GIS practitioner). 		
Environmental Assessment	4	
<ul style="list-style-type: none"> Qualifications (Team must consist of an Environment Assessment Practitioner & GIS practitioner). 		
Heritage Assessment	4	
<ul style="list-style-type: none"> Qualifications (Team must consist of an Heritage Practitioner & GIS practitioner). 		

Contours Survey <ul style="list-style-type: none">• Qualifications (Team must consist of a Land Professional Surveyor & GIS practitioner).	4	
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Experience of Service Providers		40
<ul style="list-style-type: none"> • Appropriate experience in Land Development Applications, pertaining to the securing of development rights (5 years experience). 	10	
<ul style="list-style-type: none"> • Appropriate experience in compiling Services Reports (Civil & Transport) (5 years experience). 	10	
<ul style="list-style-type: none"> • Appropriate experience in Environmental Assessments (5 years experience). 	10	
<ul style="list-style-type: none"> • Appropriate experience in Heritage Assessments (5 years experience). 	5	
<ul style="list-style-type: none"> • Appropriate experience in surveying of Contours (5 years experience). 	5	
Interpretation of the terms of reference and quality of the methodology presented		40
<ul style="list-style-type: none"> • Responsiveness of methodology to the terms of reference in terms of the land development application (Inclusive of a detailed work breakdown structure indicating tasks, resources allocated and timeframes applicable and associated detailed cost breakdown) 	10	
<ul style="list-style-type: none"> • Responsiveness of methodology to the terms of reference in terms of the Services Report (Inclusive of a detailed work breakdown structure indicating tasks, resources allocated and timeframes applicable and associated detailed cost breakdown) 	5	
<ul style="list-style-type: none"> • Responsiveness of methodology to the terms of reference in terms of the Environmental Authorization (Inclusive of a detailed work breakdown structure indicating tasks, resources allocated and timeframes applicable and associated detailed cost breakdown) 	10	
<ul style="list-style-type: none"> • Responsiveness of methodology to the terms of reference in terms of the Heritage Authorization (Inclusive of a detailed work breakdown structure indicating tasks, resources allocated and timeframes applicable and associated detailed cost breakdown) 	10	
<ul style="list-style-type: none"> • Responsiveness of methodology to the terms of reference in surveying of Contours (Inclusive of a detailed work breakdown structure indicating tasks, resources allocated and timeframes applicable and associated detailed cost breakdown) 	5	
Total score:	100	

* The team can provide the same person/s in the case of the GIS practitioner.

Note: Bidders will be required to score a minimum of sixty (60) points or more out of (100) Points for functionality in order for their bid to be evaluated further on second stage (Preference Point System).

12.4 Second Stage - Evaluation in terms of 80/20 Preference Points System

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.

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.

B-BBEE Status Level of Contribution

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

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

13 TERMS AND CONDITIONS

- 13.1 Awarding of the bid will be subject to the Service Provider's expressed acceptance of the DALRRD Supply Chain Management general contract conditions.
- 13.2 The DALRRD and Service Provider will sign a Service Level Agreement upon appointment
- 13.3 Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department of Agriculture Land reform and Rural Development.
- 13.4 No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the DALRRD, except where duly authorized to do so in writing by the DALRRD.
- 13.5 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
- 13.6 The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not to disclose such records or information to any third party without the prior written consent of DALRRD
- 13.7 The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance and non-compliance with the contract
- 13.8 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

14 INTELLECTUAL PROPERTY

- 14.1 The prospective service provider must note that all drafts, including the final draft of the document and any digital information derived in undertaking the project will be the sole property of the Department of Agriculture Land Reform and Rural Development (DALRRD). The copyright of all documentation and ownership of reports etc. will vest with the DALRRD.
- 14.2 Any reports or other material, graphic, software or otherwise, prepared by the service provider(s) for this project under this contract shall be used or distributed only with the permission of the DALRRD.

15 DECLARATION OF CONFIDENTIALITY

- 15.1 The service provider/s shall regard all information in, or in support of the project, as confidential and may not use any information for personal or 3rd party gain. All communication with the media regarding this project (if any) will be conducted through the communication component of the DALRRD.

16 PENALTIES

- 16.1 Failure to meet all the final deliverables by the delivery date (including any extension where applicable) will result in a deduction of a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime rate for each day of delay

17 CONTACT PERSON FOR ENQUIRIES

Technical Enquiries

Ms Segomotsi Seti / Jeremy Du Plessis

Telephone: 053 830 4000

Email: segomotsi.seti@drdlr.gov.za / jeremy.duplessis@dkm.gov.za

Supply Chain Management Enquiries

Ms Tshegofatso Chubane

Telephone: 053 830 4000

Email: tshegofatso.chubanei@drdlr.gov.za

18. RECOMMENDATIONS

- 18.1 It is recommended that service of a team of professionals to develop a Local Development Plan and to undertake a township establishment process in certain portions of the land belonging to the Khomani San Communal Property Association situated at Dawid Kruiper Local Municipality in the Northern Cape Province.