



agriculture, land reform
& rural development

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

KZN: Provincial Shared Service Centre, P/Bag X 9132, 270 Jabu Ndlovu Street, Pietermaritzburg 3200
Tel (033) 264 9500 Fax (033) 342 3904 / 342 1991

ENQUIRIES: Ms M Reddy / Mr X Ngema

BID NOS: SS-KZN 7/1/7 (6557) 3SP

The Managing Director

Dear Sir / Madam

INVITATION TO SUBMIT A BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE DISTRICT RURAL DEVELOPMENT SECTOR PLANS FOR THE HARRY GWALA AND UGU DISTRICTS, LOCATED IN THE PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF NINE (09) MONTHS

1. COMPULSORY BRIEFING SESSION

Date: 30 June 2022

Time: 10h00

Venue: Boardroom, 1st floor, Provincial Shared Services Centre, 270 Jabu Ndlovu Street, PMB, KZN

2. Closing Date: 13 July 2022 at 11h00 (Telkom time)

3. The attached documents consist of [70] pages.

4. The conditions contained in Supply Chain Management (General Conditions and Procedures) and the attached SBD 1, SBD 2, SBD 3.3, SBD 4, SBD 6.1, SBD 8, SBD 9, Terms of Reference as well as any other conditions accompanying this request are applicable.

5. Any shareholder or joint venture agreements should be included with your proposal. It is of utmost importance that the bidder should attach to the proposal, certified copies of shareholders or joint venture certificates and identity documents.

6. Submit the central supplier database summary report and the Tax compliance status pin or (valid tax clearance certificate).

7. Where a Sworn Affidavit is attached, bidder will be required to include financial statements to support the preference points claim.

8. Use of correctional fluid is strictly prohibited on the document.

9. Please contact Mr Walter Janse Van Rensburg on 033 264 1401 for any technical queries related to the project.

10. All the documents accompanying this bid invitation must please be completed and signed in detail where applicable and returned with your bid. Faxed copies and email will not be accepted.

11. The appointed service provider must sign a contract within 2 days from receipt of the appointment letter at the KwaZulu-Natal Shared Service Centre at 270 Jabu Ndlovu Street, Pietermaritzburg before commencement of project.

12. Please ensure that your bid reaches this office before closing date and time.

13. When submitting your bid the following information must appear on the sealed envelope:

Name and address of the bidder

Bid number

Closing date

14. The envelope must be placed in the bid box on the first floor at 270 Jabu Ndlovu (Loop) Street, Pietermaritzburg

OR If posted, place the afore-mentioned envelope in a covering envelope addressed as follows: Bids, Department of Rural Development & Land Reform, Private Bag X9132, Pietermaritzburg, 3200

Kind regards

P/P

**DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT, KZN: PSSC
FOR DIRECTOR -GENERAL: AGRICULTURE, LAND REFORM AND RURAL
DEVELOPMENT**

DATE: 23/06/2022

PART A INVITATION TO BID

| | | | | | |
|---|---|-----------------------------------|--|---|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | SS-KZN 7/1/7 (6557) 3SP | CLOSING DATE: 13 JULY 2022 | | CLOSING TIME: | 11H00 |
| DESCRIPTION | INVITATION TO SUBMIT A BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE DISTRICT RURAL DEVELOPMENT SECTOR PLANS FOR THE HARRY GWALA AND UGU DISTRICTS, LOCATED IN THE PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF NINE (09) MONTHS | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| 270 JABU NDLOVU STREET, PIETERMARITZBURG, 3201 | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | X NGEMA | | CONTACT PERSON | WALTER JANSE VAN RENSBURG | |
| TELEPHONE NUMBER | 033 264 9500 | | TELEPHONE NUMBER | 033 264 1401 | |
| FACSIMILE NUMBER | 033 342 1991 | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | xolani.ngema@drdlr.gov.za | | E-MAIL ADDRESS | walter.vanrensburg@dalrrd.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA- |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [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 THE QUESTIONNAIRE BELOW] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

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 option Tenders Good standing

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

[Empty text box for purpose of application]

Particulars of applicant

Name/Legal name (Initials & Surname or registered name) [Grid]

Trading name (if applicable) [Grid]

ID/Passport no [Grid] Company/Close Corp. registered no [Grid]

Income Tax ref no [Grid] PAYE ref no 7 [Grid]

VAT registration no 4 [Grid] SDL ref no L [Grid]

Customs code [Grid] UIF ref no U [Grid]

Telephone no [Grid] Fax no [Grid]

E-mail address [Grid]

Physical address [Grid]

Postal address [Grid]

Particulars of representative (Public Officer/Trustee/Partner)

Surname [Grid]

First names [Grid]

ID/Passport no [Grid] Income Tax ref no [Grid]

Telephone no [Grid] Fax no [Grid]

E-mail address [Grid]

Physical address [Grid]

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R:

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

| Date started | Date finalised | Principal | Contact person | Telephone number | Amount |
|--------------|----------------|-----------|----------------|------------------|--------|
| | | | | | |
| | | | | | |

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

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

Signature of representative/agent

-

Date

Name of representative/agent

Declaration

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

Signature of applicant/Public Officer

-

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PRICING SCHEDULE
(Professional Services)

| | |
|---|---|
| NAME OF BIDDER: | BID NO.: SS-KZN 7/1/7 (6557) 3SP |
| CLOSING TIME 11:00 on 13 JULY 2022 | |

OFFER TO BE VALID FOR **30** DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO | DESCRIPTION | BID PRICE IN RSA CURRENCY |
|---------|-------------|---------------------------|
| | | INCLUSIVE OF VAT AT 14% |

INVITATION TO SUBMIT A BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE DISTRICT RURAL DEVELOPMENT SECTOR PLANS FOR THE HARRY GWALA AND UGU DISTRICTS, LOCATED IN THE PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF NINE (09) MONTHS

Service providers are required to submit their full cost breakdown for this project on their company letterhead

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT at 15% for the project – as per current approved rates prescribed by the Act and Title Adjustment Act No 11 of 1993.

R.....

Price summary

- 2.1 Review of the District Rural Development Plans
- 2.2 GIS mapping as specified in the terms of reference
- 2.3 Contingency amount, to be presented as a separate invoice

R.....

R.....

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

R-----

R-----

R-----

R-----

R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

R-----

----- days

R-----

----- days

R-----

----- days

R-----

----- days

Name of Bidder:

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| | | | R..... |
| | | | R..... |
| | | | R..... |
| TOTAL: R..... | | | |

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| | | | R..... |
| | | | R..... |
| | | | R..... |
| | | | R..... |
| TOTAL: R..... | | | |

6. Period required for commencement with project after Acceptance of bid

7. Estimated man-days for completion of project

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

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

10. Adherence to Time Frame as per terms of reference (yes/no)

11 Availability to attend meetings as indicated in the terms of reference (The costs thereof to be included in total bid price)

Any enquiries regarding bidding procedures may be directed to the –

**Department of Agriculture, Land reform and Rural Development
Provincial Shared Service Centre
Acquisition Section**

Ms. M Reddy / Mr. X Ngema
Tel. no: 033 264 9546 / 36

Or for technical information
Mr. Walter Janse Van Rensburg
Tel. no: 033 264 1401

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, 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 and/or take an oath declaring his/her interest, 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, shareholder etc):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:

* "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.

- | | | |
|-----|--|-----------------|
| 2.7 | 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 / shareholder/ member:
Name of state institution to which the person is connected:
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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?

2.9.1 If so, furnish particulars. **YES / NO**
.....
.....
.....

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

2.10.1 If so, furnish particulars. **YES / NO**
.....
.....
.....

2.11 Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

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

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY 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

**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:

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

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 | | |
| Black people who are youth | | |
| Black people who are women | | |

| | | |
|---|--|--|
| 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.

| |
|--|
| <p>WITNESSES</p> <p>1.</p> <p>2.</p> |
|--|

| |
|--|
| <p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p> |
|--|

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

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

SS-KZN 7/1/7 (6557) 3SP

(Bid Number and Description)

INVITATION TO SUBMIT A BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE DISTRICT RURAL DEVELOPMENT SECTOR PLANS FOR THE HARRY GWALA AND UGU DISTRICTS, LOCATED IN THE PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF NINE (09) MONTHS

in response to the invitation for the bid made by:

THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

(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



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE DISTRICT RURAL DEVELOPMENT SECTOR PLANS FOR THE HARRY GWALA AND UGU DISTRICTS, LOCATED IN THE PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF NINE (9) MONTHS.

1. INTRODUCTION

- 1.1. The Department of Agriculture Land Reform and Rural Development (DALRRD) requires professional services of one (1) firm or a consortium of suitably qualified professionals to review the Harry Gwala and Ugu District's, District Rural Development Sector Plans at District level located in the Province of KwaZulu-Natal.

2. BACKGROUND

- 2.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) is a department which is the result of a merger between the Department of Agriculture and the Department of Rural Development and Land Reform. This provides an opportunity for the implementation of more efficient programs, policies and result driven approach to ensure greater growth in the Sector. It is mandated to champion the Agriculture, Rural Development and Land Reform Programme in the country. To achieve this, the DALRRD has come up with plans which will drive much needed growth and inclusivity in the Sector and help address the needs of people that live in extreme poverty and are subjected to underdevelopment in rural parts of the country.
- 2.2. In September 2011, the then Department of Rural Development and Land Reform (DRDLR) which is now known as Department of Agriculture, Land Reform and Rural Development (DALRRD) initiated a programme to develop Rural Development Sector Plans (RDSPs). Similar to sector Plans for Provincial Sector Departments, e.g. housing, disaster management etc, this sector plan is aimed at guiding the longer-term implementation plan of the rural development sector in all of its aspects. This includes economic development of the rural areas as well, and not only land redistribution and restitution.
- 2.3. These plans focused mainly on the people living in the most impoverished districts in South Africa. These Rural Development Sector Plans would enhance the impact of intensified government investments through reviewing of the then developmental realities and potential in those areas and come up with interventions that would bring change in the livelihoods of people in rural communities.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE DISTRICT RURAL DEVELOPMENT SECTOR PLANS FOR THE HARRY GWALA AND UGU DISTRICTS, LOCATED IN THE PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF NINE (9) MONTHS.

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

3. PROBLEM STATEMENT

- 3.1. Since the merger between the two departments, additional plans have been developed to serve as enablers and guidelines to direct the work of the DALRRD. These plans includes the Agriculture and Agro-Processing Master Plan (AAMP), Comprehensive Land and Agrarian Strategy (CLAS) and Land Use Master Plan (LUMP) for Land Reform purposes. With these new directives which addresses only certain sections of the mandate of the department, it is has become necessary that better alignment / integration between these enablers are facilitated and a more comprehensive and inclusive programme of action be developed. The new DRDSPs also needs to address the District Development Model (DDM) and the Eastern Seaboard / N2 South Corridor Smart City concept.
- 3.2. Within the Department, there is lack of coordination and integration between the work/businesses of different programmes which makes implementation, monitoring and evaluation a difficult process for those responsible for this aspect of work.
- 3.3. Rural communities are still characterised by poverty, inequality, limited access to basic social infrastructure, underdevelopment, lack of economic opportunities, fragmented spatial patterns and environmental degradation. Previously rural communities relied more on agriculture and subsistence farming for food and income/exchange benefits.
- 3.4. The rural parts of the country are still associated with high levels of poverty, poor spatial planning, lack of economic opportunities and poor access to basic services.

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- 3.5. The inequality of the past is more vivid in rural areas since spatial planning had neglected these areas for quite a long time. Land use practices in these areas were in most cases done in unsustainable manner with no proper plans in place to manage and guide development to maximise improvement of livelihoods of the rural communities, as a result these areas have been left displaced, segregated, underdeveloped and impoverished.
- 3.6. Above all, these plans need to ensure transformation of rural South Africa into socially cohesive and stable communities with viable institutions, sustainable economies and universal access to social amenities

4. THE OBJECTIVE OF THE PROJECT

- 4.1. The main objective of the project is to formulate a comprehensive plan of action towards enhancing rural development for the Harry Gwala and Ugu Districts. Such comprehensive plan should comprise a clear set of objectives, strategies, projects, and a phased implementation programme related to rural development for the district.
- 4.2. There is a need to ensure that the Rural Development Sector Plans are aligned to other government initiatives including the National Development Plan (NDP), New Growth Path (NGP), and Industrial Policy Action Plan (IPAP) and other relevant plans. Provincially, these plans need to align but not limited to the following: Provincial Growth Development Strategy (PGDS), Provincial Spatial Development Framework (PSDF) and Provincial Rural Development Strategy (PRDS). Alignment at Local level will be based on plans like Spatial Development Framework (SDF), Precinct Plans, Integrated Development Plans (IDP), and up to local area planning and aligned to municipal local economic development (LED) institutional arrangements.
- 4.3. The plans need to feed into the District Development Model (One Plan) to ensure the sector (DALRRD) input finds expression into this Multi-Sectoral Institutional Approach which caters for inputs from various sector departments at all three spheres of government and Spatial Approach.
- 4.4. The plan also needs to take cognisance of the concept of the new "Eastern Seaboard Smart City" initiative in the Eastern Cape, which affects the two subject districts. The Rural Development Sector Plan needs to highlight what the contribution of the department towards this concept will be and not develop the Smart City itself.
- 4.5. There are various definitions of the Smart Cities, but an inclusive interpretation is contained in the SA Smart Cities Framework. This interpretation is depicted below.

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Inclusive interpretations of the terms "smart" and "city"

Smart

The term "smart" is generally associated with a range of technological and digital concepts and interventions, especially ICT. There also seems to be a particular focus on 4IR (Fourth Industrial Revolution) technologies.

However, in addition to this technology-intensive interpretation, smart could also mean "intelligent", or "knowledge-intensive". The understanding of the term "technology" could be expanded to also include innovative approaches, techniques and processes, as well as non-conventional interventions and scientific innovation.

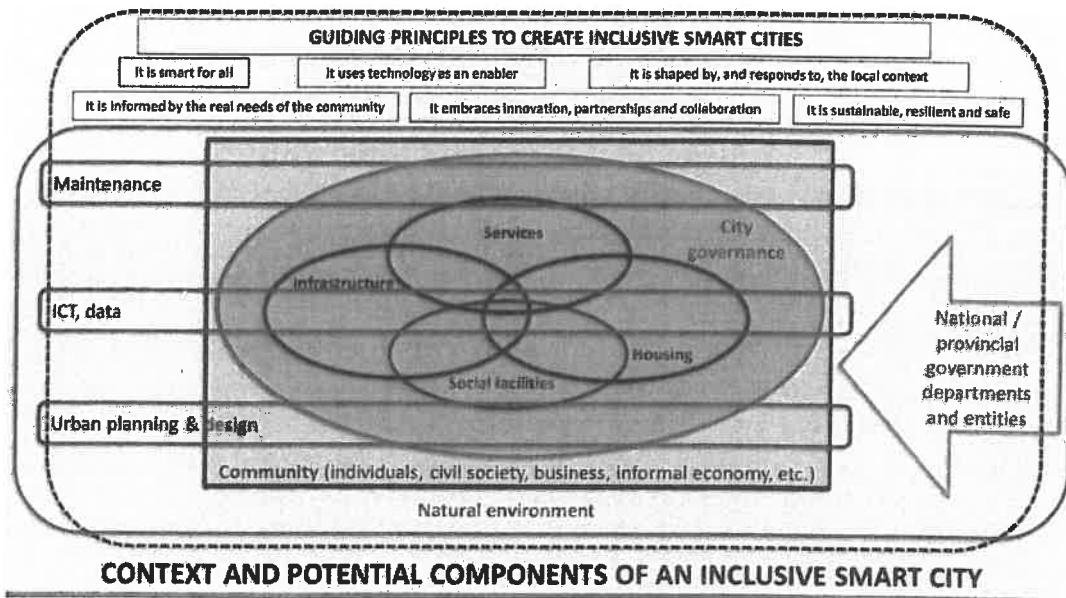
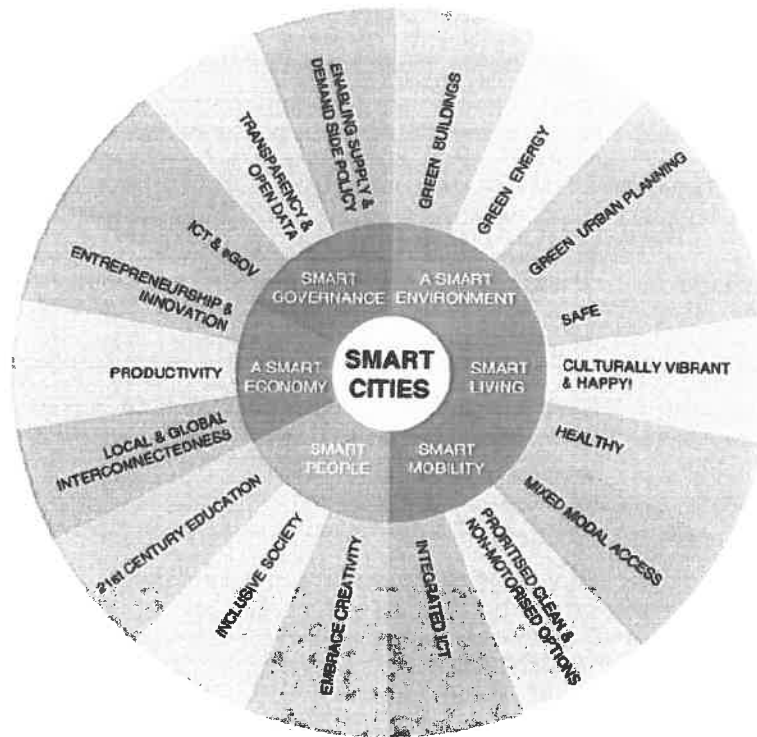
City

The word "city" has multiple meanings in the smart city conversation. It is a catch-all phrase that includes various types of settlements, or parts of settlements. It could refer to any of the following:

- Cities, towns and villages of any size, including those in rural locations.
- Municipalities (metropolitan, district, local).
- A custom-built greenfield development ("city") which may or may not be linked to an existing city.
- Large new precinct developments linked to an existing city (e.g. business parks).
- Upgrading or retrofitting aspects (e.g. transportation or connectivity) or parts (e.g. an educational precinct) of an existing city or town.
- New residential, commercial or mixed-use developments, such as privately developed gated communities.

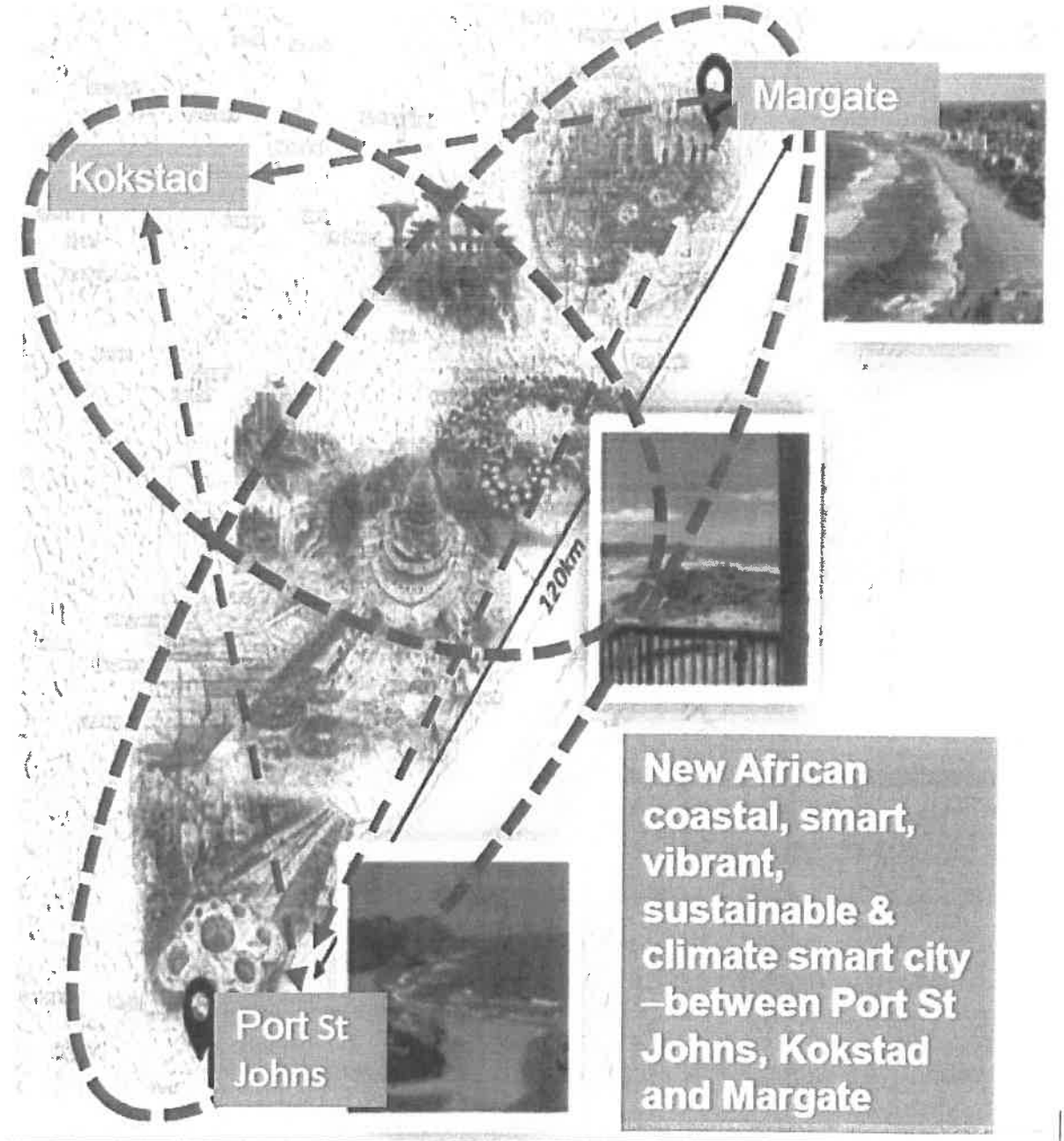
- 4.6. The "Eastern Seaboard Smart City" initiative is in its very early stages but will be based on the "*South African Smart Cities Framework*" of which the concept and approach is shown in the figures below.

TERMS OF REFERENCE FOR THE ASSIGNMENT OF A SERVICE PROVIDER TO REVIEW THE DISTRICT RURAL DEVELOPMENT SECTOR PLANS FOR THE HARRY GWALA AND UGU DISTRICTS, LOCATED IN THE PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF NINE (9) MONTHS.



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- 4.7. The Image below outlines the proposed area of the New Smart City, which stretches from Margate to Port St Johns Along the coast, and inland to Kokstad.



- 4.8. The Rationale in terms of possible economic activities as well as possible interventions/actions are outlined in the table below.

TERMS OF REFERENCE FOR THE ASSIGNMENT OF A SERVICE PROVIDER TO REVIEW THE DISTRICT RURAL DEVELOPMENT SECTOR PLANS FOR THE HARRY GWALA AND UGU DISTRICTS, LOCATED IN THE PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF NINE (9) MONTHS.

| Potential Economic Anchors | Possible Actions |
|--|---|
| <ul style="list-style-type: none"> • Tourism potential with cultural heritage • Oceans economy and marine industry <ul style="list-style-type: none"> ○ Promotion of fisheries on Eastern Seaboard for job creation & local economic development ○ Revamped port or harbour & Vessel and sea ferry production ○ Aquaculture with sardine run as tourist attraction • Oil & Gas potential • Agriculture incl. full value chain of hemp production • Film and creative sector • Air, Rail and Road transport network complemented by maritime highway. | <ul style="list-style-type: none"> • Establish Special Projects Team with ongoing technical support from our partners e.g. China, Norway and Spain • Ensure land remains affordable, local ownership and management is prioritised • Promote investment incentives (e.g. tax free economic zone) • Ensure reticulation for access to ICT fibre, water & sustainable energy • Establish specialised academic & innovation institutes (ICT, Marine, Film, Agriculture etc) |

4.9. This multi-sectoral inputs from various provincial and/or national government departments are provided as “Sector Plan Inputs”. Hence, it is recommended that the “Sector Plan Input” of the DALRRD be provided by way of a Rural Development Sector Plan.

5. CHARACTERISTICS OF DISTRICT RURAL DEVELOPMENT SECTOR PLANS

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

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

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

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

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

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- 5.1.3.2. The existing Municipal Spatial Development Framework to represent the “base map” for the Rural Development Framework from which the Rural Spatial Concept for the area should be derived.
 - 5.1.3.3. The Rural Spatial Concept will be supplemented with inputs from the various Programmes/Branches of the DALRRD which will be structured in line with the three key pillars of the departments’ Comprehensive Rural Development Programme namely, Agrarian Transformation, Rural/infrastructure Development and Land Reform.
 - 5.1.3.4. From Rural Spatial Concept/Rationale, a number of Priority Rural Intervention Areas may be demarcated to enhance future spatial targeting in the district, and/or to initiate more detailed future Community Based Planning (Rural Intervention Area/ Precinct Plans) in conjunction with the relevant local municipality.
 - 5.1.3.5. The Rural Development Sector Plan to form a basis for integration of rural development issues into the planning tools of municipalities including the municipalities’ IDPs, SDFs and DDMs.
- 5.2. The Implementation Plan should comprise a list of short-term and medium- to long-term projects to be implemented in the area under the various programmes of the DALRRD.
 - 5.3. These projects must be geo-referenced and spatially plotted on the Rural Development Framework in order to determine whether these are aligned to the underlying Rural Spatial Concept/Rationale for the area
 - 5.4. Once the District Rural Development Sector Plan for the two districts are completed, it is submitted as input to the Municipal IDP (District or Metro) from where it feeds into the District Development Model.

6. SCOPE OF THE PROJECT

- 6.1. This project entails the review of the Harry Gwala and Ugu District’s District Rural Development Sector Plans located in the Province of KwaZulu-Natal. The service provider should identify or confirm Priority Rural Intervention Areas for integration in the DDM.
- 6.2. It is imperative that a study/analysis of the space economy is undertaken in terms of Rural Development Framework. It is also important to note that the plan is not to develop another rural SDF especially if the municipalities have an existing SDF but to build and strengthen the rural development component of the existing plan/s within a municipality.

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- 6.3. The district should be looked at in terms of its functional rural space and not be confined to Municipal Boundaries in order to achieve vertical and horizontal spatial coordination. The successful service provider/s will be required to identify Priority Rural Intervention Areas regions in the jurisdiction of the Harry Gwala and Ugu District Municipalities.
- 6.4. The District Rural Development Sector Plan should aim to integrate the work of the different Branches in the Department and to avoid working in silos towards one common vision of the Department.
- 6.5. The plan will help integrate different Branches' work within the DALRRD to facilitate inter-governmental coordination and integration towards the development of these rural areas.

7. CRITICAL MILESTONES

- 7.1. The following two (2) critical milestones/phases (with sub-phases/steps) will be used to review the Harry Gwala and Ugu District Rural Development Sector Plans:
- PHASE 1: ASSESSMENT OF EXISTING MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK.
 - Phase 1.1: Conduct Brief Assessment of Municipal SDF Multi-Sectoral Spatial Analysis Background Information)
 - Phase 1. 2: Identification of Rural Development Directives from District and Local Municipality SDF
 - PHASE 2: RURAL DEVELOPMENT SECTOR PLAN
 - Phase 2.1: Obtain and Analyse DALRRD Programmes/Branch Inputs for the Area
 - Phase 2.2: Compile Rural Development Framework
 - Phase 2.3: Compile Rural Development Implementation Plan

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

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE DISTRICT RURAL DEVELOPMENT SECTOR PLANS FOR THE HARRY GWALA AND UGU DISTRICTS, LOCATED IN THE PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF NINE (9) MONTHS.

| PHASE | DETAILED PHASE DESCRIPTION |
|--|---|
| | <ul style="list-style-type: none"> • Biodiversity Areas • Geology, Minerals and Soil Types • Soil Potential • Commodity Suitability |
| Space Economy | <ul style="list-style-type: none"> • Agriculture: <ul style="list-style-type: none"> - Commodity distribution - Agricultural Infrastructure and Markets - Value Chains - Agri Parks (Hub, FPSU, etc.) • Mining <ul style="list-style-type: none"> - Mining Activity (Footprint) - Mining License Areas • Tourism / Heritage • Business • Industrial |
| Community Facilities | <ul style="list-style-type: none"> • Education • Health • Safety and Security • Sports and Recreation • Other |
| Engineering Services | <ul style="list-style-type: none"> • Water • Sanitation • Electricity • Solid Waste • Communication/ ICT • Rural Development Issues Opportunities/ Constraints |
| Synthesis | <ul style="list-style-type: none"> • Rural Development Issues Opportunities/ Constraints |
| Phase 1. 2: Identification of Rural Development Directives from District and Local Municipality SDF | |
| District and Local Municipality SDF | <ul style="list-style-type: none"> • Urban and Rural Nodal Network • Regional Movement Network and Development Corridors • Areas earmarked for Conservation • Areas earmarked for Rural Human Settlement • Rural Areas earmarked for Mining, Tourism and Industrial/Commercial Uses • Areas earmarked for Agriculture (Commodities/Emerging Farmers / Agrarian Transformation), Agri Processing and/or Markets • Land Reform, Restitution, Tenure Upgrading Focus Areas • Synthesis: Rural Development Concept/Rationale emanating from existing Municipal SDFs (Gaps?) |
| PHASE 2: RURAL DEVELOPMENT SECTOR PLAN | |
| Phase 2.1: Obtain and Analyse DALRRD Programmes/Branch Inputs for the Area | |
| Phase 2.2: Compile Rural Development Framework | |
| Rural Development Framework | <ul style="list-style-type: none"> • Refine Rural Spatial Concept/Rationale with DALRRD Programme / Branch Inputs <ul style="list-style-type: none"> ○ <u>Rural Development</u> <ul style="list-style-type: none"> - Rural Nodes (Social, Economic Infrastructure) - Movement Network ○ <u>Land Reform</u> <ul style="list-style-type: none"> - Tenure Reform - Restitution - Redistribution |

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| PHASE | DETAILED PHASE DESCRIPTION |
|--|---|
| | <ul style="list-style-type: none"> ○ <u>Agrarian Transformation</u> <ul style="list-style-type: none"> - High potential agricultural land, commodity suitability - Biosecurity and Disaster Risk Reduction - Farmer Production Support - Agri Industries, Markets ● Identify Priority Rural Intervention Areas |
| Step 2.3: Compile Rural Development Implementation Plan | |
| Implementation Plan | <ul style="list-style-type: none"> ● Priority Activities/ Projects to be implemented (Short-Term) ● Medium- to Longer-Term Investment Plan ● Project priority matrix (projects, their location, etc.) ● Institutional Arrangements for Implementation / Monitoring ● Updated Northern Cape District Rural Development Sector Plan GIS Tool |

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

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

8. OUTCOMES AND DELIVERABLES

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

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

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

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- 8.4. Recognition of traditional leaders is imperative, since vast majority of the land in rural areas is under their leadership or management and any success of the programme or project could be influenced by their involvement. In this regard, the service provider to ensure alignment to existing governance structures in the review of the Harry Gwala and Ugu District Rural Development Sector Plans.
- 8.5. The Service Provider should meet all the objectives of the project as stipulated in this Terms of Reference document. A document with clear deliverables is expected and should be moulded around what is stipulated under Section 3 (Problem Statement) and 4 (Objectives).
- 8.6. The final document (Reviewed Harry Gwala and Ugu District Rural Development Sector Plans) must be delivered in both hard (3 copies) and soft copy (MS Word format & PDF). An Implementation Plan, detailing the plan of actions and priority projects must form part of the final report.
- 8.7. The final document must be accompanied by all maps in electronic image files (JPEG/GIF) format as well as GIS Format as described in the section below.
- 8.8. Visual representation (maps and graphics) must form part of the spatial analysis and desired form of the plans.
- 8.9. The Department of Agriculture, Land Reform and Rural Development a (DALRRD) shall reserve the copyright of the final document.

9. FORMAT OF GIS DATA

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

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10. PROJECT DURATION AND COST

- 10.1. The project for the review of the Harry Gwala and Ugu District Rural Development Sector Plans should be completed within the period of nine (9) months effective from the date of appointment. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled in the below table:
- 10.2. Timeframes must be adhered to, failure of which financial implications will be imposed for any delay or non-compliance with time and quality requirements.
- 10.3. The amount for the final draft is payable upon approval of the document by the Department.

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

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

10.4. The tender amount should be inclusive of all disbursements (Travel and Accommodation / Phone Calls & Communications / Printing & Reproduction) as these will not be paid separately.

11. RELEVANT SKILLS AND EXPERIENCE

- 11.1. The proposed team of experts in different discipline is crucial for this project. Of these professionals, a Town Planner, GIS Specialist, Agronomist and Economist is the most important, although skills in the following fields are also important for a successful product: Rural Development, Environmental Planning / Management, Infrastructure Planning, Socio-Economic, Statistical Analysis, Economics, Economic Geography, Sociology, Development Planning, Project Management
- 11.2. The successful service provider will also be expected to have an understanding of and experience in spatial planning regulations of the country. The service provider should have experience in auditing projects, ability to interact with a variety of stakeholders as well as good research and report writing skills
- 11.3. The Project Team leader must be registered with SACPLAN as a Professional Planner in terms of the Planning Profession Act, 2002 (a Copy of valid certificate and proof of payment of fees and good standing is to be attached).
- 11.4. The successful service provider will be expected to enter into a service level agreement with the Department in respect of the deliverables of the project.

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- 11.5. The following is a list of a selection criterion for service providers / consortium:
- 11.5.1. Proven technical competence in the fields of town and regional planning, geographic information services (GIS) and rural development?
 - 11.5.2. Technical competence in agricultural and rural economies
 - 11.5.3. Expertise in managing and coordinating a multi-disciplinary project (Project management skills).
 - 11.5.4. Appropriate portfolios and project team competencies.
 - 11.5.5. Quality of presentation of the proposal:
 - 11.5.5.1. Methodology or approach;
 - 11.5.5.2. Understanding of project purpose;
 - 11.5.5.3. Outline of expected outputs;
 - 11.5.5.4. Indicators and means of verifying progress.
 - 11.5.5.5. Quality Assurance Processes
 - 11.5.6. Ability to read and understand a variety of spatial information and analysis.
 - 11.5.7. Understanding of relevant rural development policy and legislation.
 - 11.5.8. Expertise in development of rural development plans.
 - 11.5.9. Proven GIS expertise lead by a GIS practitioner registered with the South African Geomatics Council (SAGC).

12. HUMAN RESOURCES FOR THE PROJECT

- 12.1. The service provider is expected to provide information on available human resource capacity that will be directly involved per project, including but not limited to a comprehensive curriculum Vitae (CV) for each of the team members, indicating relevant qualifications and experience as required by this Terms of Reference; full contact details (office, fax and cell phone, and email), and the role to be fulfilled in this project.
- 12.2. The team leader and selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the DALRRD.
- 12.3. It is expected that the team leader will be available for all meetings and engagements where he or she will present in detail the deliverables.
- 12.4. Where a firm or a person is found suitable to be contracted for more than one project and the projects are to run concurrently, the Department is entitled to request and require additional guarantees that the firm resources to be deployed to these projects are sufficient in terms of handling the multiple projects.
- 12.5. All team members that will be directly involved in the project may, at the sole discretion of the Chief Director: Integrated Spatial Planning, be expected to attend all progress report meetings as scheduled. Due to the urgency of the project, time is of essence to this process and all work shall be submitted when due. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

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- 12.6. A key member of the team must be fluent in the official language of the area to enable communication with the community and traditional councils (if applicable).

13. CAPACITY BUILDING AND SKILLS TRANSFER

- 13.1. The DALRRD consider skills development as an integral part of the outsourcing process. The process should ensure that skills development and transfer is achieved with the relevant DALRRD personnel. Proposals should indicate how skills development and transfer would be achieved in DALRRD throughout this project.

14. INFORMATION GATHERING

- 14.1. **NB!! The responsibility for collecting information necessary for the successful execution of the project lies entirely with the service provider.**
- 14.2. The successful Service Provider is expected to make contact with all the relevant GIS, Planning and required officials and units within the local and provincial spheres of government to obtain relevant information that is required for the project. Existing information which are available within the Spatial Planning and Land Use Management office will be made available to the successful service provider.
- 14.3. The report must include the source of information used in the various sections of the report with the date of this information being compiled to ensure credible information is used.
- 14.4. In the light of the event that the service provider needs a letter to confirm the motive for requesting information from the different spheres of government or parastatals, the Department will provide the requested letter.

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15. TERMS AND CONDITIONS OF THE BID

15.1. General

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

15.1.2. The successful service provider will be expected to enter into a service level agreement with the Department in respect of the deliverables of the project and will be signed upon appointment.

15.2. Service providers may tender for as many projects by the Branch: Spatial Planning and Land Use Management (KZN) as they wish to, but service providers must not have the same team for more than three of those projects within the same financial year when submitting proposals, so as to ensure capacity to undertake the volume of work. Different suitably qualified team leaders and key team members must make up the teams.

15.2.1. Service Providers will be informed about the outcome of the bid in writing after the bid has been finalised / adjudicated.

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

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

15.2.4. 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.

15.3. The service provider should commence with the project immediately after receiving the letter of appointment and the service level agreement signed.

15.4. Any deviation from the project plan should be put in writing and approved by the Project Steering Committee and the department prior to any deviation taking place.

15.5. The overall project shall be completed within the time period as stipulated in this document or as otherwise agreed to in writing by the Department.

15.6. When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DALRRD. This condition will apply for a period of two months from the day the project was completed and submitted to DALRRD.

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15.7. Disbursements (Travel and Accommodation / Phone Calls & Communications / Printing & Reproduction) will not be paid separately and must be factored into the total project price.

15.8. Format of Proposal

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

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

15.8.3. The submission must:

- i. Be presented well and of a high quality.
- ii. Depicts a methodological approach.
- iii. Show a clear understanding of project purpose.
- iv. Properly outline of expected outputs.
- v. Contain indicators and means of verifying progress of the project.
- vi. Demonstrate the team's ability to read interprets and understand a variety of spatial information and analysis.
- vii. Demonstrate an understanding of relevant rural development policy and legislation.

16. VALIDITY OF THE BID

16.1. The bid must be valid for a period of 30 days.

17. REPORTING AND ACCOUNTABILITY

17.1. During the execution of the project, the service provider must submit monthly progress reports on agreed upon terms, and attend meetings at intervals as determined within the Inception Report and agreed upon by the Project Team and Steering Committee.

17.2. The monthly progress reports will be submitted to the DALRRD offices in electronic and hard copies, no later than noon on the 2nd day of each month reporting on the previous month.

17.3. The project will be signed off by the Director: Spatial Planning & Land Use Management (KZN) when:

17.3.1. All the end products (refer to list) have been delivered (all deliverables per phase to be provided per phase to be approved by the Project Steering Committee).

17.3.2. The Director: Spatial Planning & Land Use Management (KZN) is satisfied that all requirements have been met.

18. OUT CLAUSE

18.1. The Department of Agriculture Land Reform and Rural Development (DALRRD) reserves the right not to appoint a service provider if suitable candidates are not found, at the complete discretion of the Department.

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- 18.2. The Department of Agriculture Land Reform and Rural Development (DALRRD) reserves the right to terminate the contract in the event that there is clear evidence of non-performance, at the complete discretion of the Department.
- 18.3. The Department will undertake a risk assessment, looking at the finances, team composition and capacity, if a service provider is successful in being the preferred bidder for more than one project, such as SDFs, LUSs, Precinct Plan projects being put out to tender by the Branch: Spatial Planning and Land Use Management (KZN) within the same financial year, so as to ensure capacity to undertake the volume of work.

19. OWNERSHIP OF INFORMATION

- 19.1. The Department of Agriculture Land Reform and Rural Development (DALRRD) will assume ownership of all data and information, in both electronic and hard copy format, obtained, captured and/or created to generate the outputs of this project.
- 19.2. DALRRD will retain copyright of the final document, annexures, derivatives, value-added data and datasets and all associated intellectual rights of the project outputs. All materials are and remain the property of the Department at all times and no document may be reproduced, copied, or distributed without prior written consent of the Department.
- 19.3. The report and digital information will be supplied to the Department at the completion of the project in a format which can feed into the GIS systems of both the National and KwaZulu-Natal governments.
- 19.4. This document together with all agreements to be or reached during the course of the project become part of the contract.

20. CONTENTS OF THE PROJECT PROPOSAL

- 20.1. A clear and concise project proposal covering the aspect listed below is required.
- i. An executive summary.
 - ii. A project plan.
 - iii. The proposed methodology should indicate a detailed list of data to be gathered and how it will be processed. The methodology should also indicate the project milestones that will be used to measure the project progress.
 - iv. The approach should be cost saving yet achieve the highest value for money.
 - v. The names and CV's containing detailed information on relevant experiences of all the persons who will be directly contributing to the project, and their roles thereof.
 - vi. Evidential and documentary proof of professional qualifications, registration and affiliation. For instance, if a team member claims to be a Town Planner, a copy of the registration with the South African Council for Planners (SACPLAN) is required.
 - vii. Any shortcomings in the study specifications, how this ought to be addressed and the cost implications thereof.
 - viii. All-inclusive costing model.

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- ix. The following technical information must be submitted with the Bid proposal:
- o Years of experience of each resource;
 - o Relevant professional experience during the last five years;
 - o Organisational, managerial and technical ability;
 - o Key Personnel and Resources;
 - o Technical backup;
 - o Full CV's of all members of the Team;
 - o Relevant Equipment and Software competence and capability;
 - o Client References; and,
 - o Associations and Professional Affiliations.

21. FINANCIAL PENALTIES

- 21.1. Financial penalties shall be imposed for agreed upon milestones, targets, and deadline not met without providing:
- 21.1.1. Timely notification of such delays.
- 21.1.2. Valid reasons for the delays.
- 21.1.3. Supporting evidence that the delays were outside of the influence of the service provider.
- 21.2. Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

22. UNDUE DELAY REMEDIES

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

| Milestone | % Payment | 5 days overdue | 10 days overdue | 15 days overdue | 30 days overdue | More than 30 days overdue |
|---|-----------|----------------|-----------------|-----------------|-----------------|---------------------------|
| PHASE 0: Inception phase, Issues and vision | 5% | 20% | 25% | 50% | 75% | 100% |
| Phase 1: Assessment of Existing Municipal Spatial Development Framework | | | | | | |
| PHASE 1.1: Conduct Brief Assessment of Municipal SDF Multi-Sectoral Spatial Analysis (Background Information) | 20% | 10% | 25% | 50% | 75% | 100% |
| PHASE 1.2 Identification of Rural Development Directives from District and Local Municipality SDF; | 10% | 20% | 40% | 60% | 80% | 100% |

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| Milestone | % Payment | 5 days overdue | 10 days overdue | 15 days overdue | 30 days overdue | More than 30 days overdue |
|---|-------------|----------------|-----------------|-----------------|-----------------|---------------------------|
| PHASE 2: Rural Development Sector Plan: | | | | | | |
| PHASE 2.1: Obtain and Analyse DALRRD Programmes/Branch Inputs for the Area | 10% | 20% | 40% | 60% | 80% | 100% |
| PHASE 2.2: Compile Rural Development Framework | 20% | 10% | 25% | 50% | 75% | 100% |
| Phase 2.3: Compile Development Implementation Plan: | 20% | 10% | 25% | 50% | 75% | 100% |
| Phase 3: Stakeholder Engagements | 10% | 10% | 25% | 50% | 75% | 100% |
| Close Out Report | 5% | | | | | |
| Total | 100% | | | | | |

23. PAYMENTS AND SUBMISSION OF INVOICES

- 23.1. Payments will be made on a work completed basis, i.e., on set milestones as per the project plan, and must be to the satisfaction of the Department of Agriculture Land Reform and rural Development (DALRRD). The Project Steering Committee will need to take a resolution concerning the work undertaken by the service provider. This resolution will then be reflected in the minutes of the meeting. The minutes will be submitted as part of the documentation required in order to process payment.
- 23.2. Original copies of invoices to substantiate costs must be provided. The service provider's invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid.
- 23.3. Payment will be made on the basis of approved work in progress with a ceiling of 95% of the project cost. The balance (5% retention) of the project cost will only be paid on the approved final report.

24. BUDGET

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

25. RETENTION

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

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

26. EXTRA WORK

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

27. PROJECT MANAGEMENT

27.1. This project will be managed by the Department of Agriculture Land Reform and Rural Development, with the following representations but not limited to who may form part of the Project steering committee:

- 27.1.1. National Departments with a Provincial Footprint.
- 27.1.2. Department of Agriculture Land Reform and Rural Development (SPLUM).
- 27.1.3. Representative from KZN COGTA (Spatial Planning).
- 27.1.4. Department of Agriculture and Rural Development (Rural Development Section)
- 27.1.5. Representatives from other Provincial Departments.
- 27.1.6. District Municipality.
- 27.1.7. Local Municipality.
- 27.1.8. Parastatals (Eskom etc.)

28. MANDATORY REQUIREMENT FOR SUPPLY CHAIN MANAGEMENT

| |
|--|
| Form of Offer and Acceptance |
| Valid Compliance Tax Status Pin / Central Supplier Database Report |
| Non-use of correctional fluid in the document |
| Compliance with specification (SBD 3.3) |
| Accreditation with the relevant Professional Board <ul style="list-style-type: none"> • Project Leader – South African Council for Planners (SACPLAN) • GIS Practitioner – South African Geo-Science Council (SAGC, previously PLATO) • Engineer – Engineering Council of South Africa (ECSA) |
| Company Resolution and / or Letter of Authority to sign on behalf of the firm |
| Permanent Office in KZN – Rental Agreement / Municipal Account |
| Compulsory Briefing Session Attended |

29. SKILLS REQUIREMENTS FOR PROJECT TEAM

29.1. The successful service provider will be expected to have an understanding of and experience in spatial planning legislation of the country. The service provider should have experience in auditing projects, ability to interact with a variety of stakeholders as well as good research and report writing skills.

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- 29.2. The team leader must have knowledge and experience of Spatial Planning; Land Use Management; Land Development; Laws related to the previous mentioned.
- 29.3. The team leader must have expertise in managing and coordinating a multi-disciplinary project team (Project management skills).
- 29.4. The team must be experienced in Strategic Planning including scenarios and futures planning.
- 29.5. The team must have a thorough understanding of political environment and Intergovernmental Relations Framework.

30. EVALUATION PROCEDURE

- 30.1. The proposal documents will be evaluated in two phases, based on the 80/20 principle in terms of the Preferential Procurement Policy Framework Act.
- 30.2. In the first phase, the bid documents will be evaluated individually on separate score sheets for functionality, by a representative evaluation panel according to the evaluation criteria indicated in these Terms of Reference, being the evaluation criteria indicated below. All service providers who score less than seventy (70) out of the one hundred (100) points (70%) for functionality will not be considered further.
- 30.3. The following criteria will be used in particular as the criteria for appointment of the service provider based on functionality:

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

| CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | WEIGHT | Score |
|---------------------|---|-----------|-------|
| 1. RESOURCES | <p><u>Team Leader:</u></p> <ul style="list-style-type: none"> -The Team Leader must be a registered Professional Town & Regional planner with the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002, and be in good standing with SACPLAN (Proof to be attached). -The Team Leader/Planner must have knowledge and experience of Spatial Planning; Statutory Planning; Spatial Development Frameworks, Land Use Schemes, and Laws related to the previous mentioned. -Preferable 10 years' experience or more -Proven Project Management Experience <ul style="list-style-type: none"> • 0 Points = 1-3 Years' Experience • 1 Points = 4-6 Years' Experience • 2 Points = 7-8 Years' Experience • 3 Points = 9 Years' Experience • 4 Points = 10 Years' Experience • 5 Points = 11 or more Years' Experience | 12 | |

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| | | | |
|--|--|----------|--|
| | <p><u>GIS:</u> –Key member of the team must have proven experience in Spatial Information Systems/Design (e.g. GIS); and accredited with the South African Geomatics Council (SAGC - Previously PLATO).</p> <ul style="list-style-type: none"> • 0 Points = 0-1'Years' Experience • 1 Points = 2-4 Years' Experience • 2 Points = 5-6 Years' Experience • 3 Points = 7-8 Years' Experience • 4 Points = 9-10 Years' Experience • 5 Points = 11 or more Years' Experience | 8 | |
| | <p><u>Economist:</u> –Key member of the team must have proven experience in Economic analysis with preferably at least ten years' experience.</p> <ul style="list-style-type: none"> • 0 Points = 0-1'Years' Experience • 1 Points = 2-4 Years' Experience • 2 Points = 5-6 Years' Experience • 3 Points = 7-8 Years' Experience • 4 Points = 9-10 Years' Experience • 5 Points = 11 or more Years' Experience | 9 | |
| | <p><u>Agriculture Economist:</u> –Key member of the team must have proven experience in Agronomy with preferably at least ten years' experience.</p> <ul style="list-style-type: none"> • 0 Points = 0-1'Years' Experience • 1 Points = 2-4 Years' Experience • 2 Points = 5-6 Years' Experience • 3 Points = 7-8 Years' Experience • 4 Points = 9-10 Years' Experience • 5 Points = 11 or more Years' Experience | 9 | |
| | <p><u>Environmental Management:</u> –Key member of the team must have proven experience in Environmental Planning with preferably at least ten years' experience.</p> <ul style="list-style-type: none"> • 0 Points = 0-1'Years' Experience • 1 Points = 2-4 Years' Experience • 2 Points = 5-6 Years' Experience • 3 Points = 7-8 Years' Experience • 4 Points = 9-10 Years' Experience • 5 Points = 11 or more Years' Experience | 6 | |

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE DISTRICT RURAL DEVELOPMENT SECTOR PLANS FOR THE HARRY GWALA AND UGU DISTRICTS, LOCATED IN THE PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF NINE (9) MONTHS.

| | | | |
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| | <p>Civil Engineer:</p> <p>–Key member of the team must have proven experience as an Engineer (Registered with ECSA) with preferably at least ten years' experience:</p> <ul style="list-style-type: none"> • 0 Points = 0-1'Years' Experience • 1 Points = 2-4 Years' Experience • 2 Points = 5-6 Years' Experience • 3 Points = 7-8 Years' Experience • 4 Points = 9-10 Years' Experience • 5 Points = 11 or more Years' Experience | 6 | |
| <p>2. BENEFICIAL EXPERIENCE</p> | <p><u>The following experience is beneficial to the team and needs to be illustrated via submission of project examples.</u></p> <ul style="list-style-type: none"> • Provision of additional skills / resources with at least 5 years' experience in their respective fields, to augment the expertise of the professional team can be included in the team and will be scored based on the skills in addition to the skills above. • Skills of a person who have skills listed in the previous sections can also be listed and must be clearly spelled out in the proposal. • Additional Skills includes: <ul style="list-style-type: none"> ○ Rural Development ○ Infrastructure Planning ○ Socio-economic analysis ○ Agricultural Economics ○ Economic Geography ○ LED Specialist ○ Agronomy ○ Sociology ○ Development Planning ○ Spatial Econometrics ○ Project Management: ○ Advanced understanding of three-dimensional form and space in cities and settlements, and the relationship of this form to land, context, society and history (Similar Urban Design / Local Area Plans / Precinct Plans to inform this) • 0 Points = 0 Additional Skill • 1 Points = 1 or 2 Additional Skills • 2 Points = 2 or 3 Additional Skills • 3 Points = 3 or 4 Additional Skills • 4 Points = 5 or 6 Additional Skills • 5 Points = 7 or 8 Additional Skills • 6 Points = 9 or 10 Additional Skills | 8 | |

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE DISTRICT RURAL DEVELOPMENT SECTOR PLANS FOR THE HARRY GWALA AND UGU DISTRICTS, LOCATED IN THE PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF NINE (9) MONTHS.

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| <p>3. MANNER OF SUBMISSION</p> | <p>Research, analytical, report writing, presentation and communication skills; (the way the tender document is compiled/written and other reports included in the tender documents will be taken into consideration):</p> <ul style="list-style-type: none"> • 0 = Do not comply with requirements • 1 = Poor quality submission • 3 = Adequate quality submission • 5 = Excellent quality submission | <p>5</p> | |
| <p>4. TEAM EXPERIENCE: REQUIRE A WELL-ROUNDED TEAM WHICH COVERS ALL ASPECTS OF THE PROJECT, AND WITH PROVEN EXPERIENCE OF PROJECTS ON SIMILAR SCALE.</p> | <p><u>Proof of similar work (Spatial Development frameworks, Spatial Plans):</u></p> <p>Contactable references must be provided (Names, addresses, telephone numbers, e-mail) to verify previous experience. Similar work includes a combination of the below mentioned:</p> <ul style="list-style-type: none"> • Agriculture, and Rural Development Planning (Experience in developing Spatial Development Frameworks and the application of GIS in rural development) • Understanding of and research in spatial planning policy and legislation • Applied economics, socio-economic analysis economic geography (Economic specialist to address Economic Development in the Region) and (experience in analysis of the rural areas including agriculture and economies and drafting implementation plans based on analyses). • Geographic Information Science (spatial modelling, spatial analysis, advanced cartography and advanced data analytics. • Local Economic Development Strategies / Policies • Integrated Development Plans • Project Management and Monitoring and Evaluation Frameworks <ul style="list-style-type: none"> • 0 Points = 1st Project • 1 Points = 2 - 3 Projects • 2 Points = 3 - 5 Projects • 3 Points = 5 - 7 Projects • 4 Points = 8 - 10 Projects • 5 Points = 11 or more projects | <p>10</p> | |

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE DISTRICT RURAL DEVELOPMENT SECTOR PLANS FOR THE HARRY GWALA AND UGU DISTRICTS, LOCATED IN THE PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF NINE (9) MONTHS.

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| <p>5. METHODOLOGY AND PROJECT MANAGEMENT</p> | <p>A well-structured and detailed methodology and implementation plan (linked to dates, timeframes & outputs) which spells out the detailed aspects of the way the project is to be undertaken and reflected on a Gantt Chart, that addresses the below requirements.</p> <ul style="list-style-type: none"> - Appropriateness of proposed approach and methodology - The degree to which the methodology proposed is sound, professional, realistic and logical. - Method and clarity regarding presentation of the final outputs of the project. - Programme with clear timelines and output - Indicators and means of verifying progress. - Quality assurance steps indicated - Clear reporting mechanism <ul style="list-style-type: none"> • 0 = No Methodology • 1 = Poor Methodology • 3 = Adequate Methodology • 5 = Excellent (detailed submission with value add indicated) | <p>10</p> | |
| <p>6. RISK MANAGEMENT</p> | <ul style="list-style-type: none"> - Identifying possible problems that might hinder project delivery and indicate how they will overcome such problems. <ul style="list-style-type: none"> • 0 = No Risk Assessment • 1 = Poor Assessment • 3 = Adequate Assessment • 5 = Excellent Assessment (detailed submission with value add indicated) | <p>5</p> | |
| <p>7. COMMUNICATIONS PLAN</p> | <ul style="list-style-type: none"> - A Comprehensive Communication plan with relevant role-players and stakeholders to ensure successful implementation of the sector plan. - role-players and stakeholders inter alia include (but are not limited to) the following, Internal DALRRD Branches, Port Shepstone Regional Shared Service Centre (RSSC) Staff, Sector Departments, Traditional Councils and Ward Councillors, Ward Committees and Residents, Commodity Organisations etc. - Key member to be fluent (Oral & Written) in the official language of the area and must be able to prepare presentations, and present to the relevant stakeholders and communities as required for the duration of the project. | <p>8</p> | |

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE DISTRICT RURAL DEVELOPMENT SECTOR PLANS FOR THE HARRY GWALA AND UGU DISTRICTS, LOCATED IN THE PROVINCE OF KWAZULU-NATAL FOR A PERIOD OF NINE (9) MONTHS.

| | | | |
|--|--|------------|--|
| | <ul style="list-style-type: none"> • 0 Points = No Communication Plan • 1 Point = Poor Communication Plan • 2 Point = Poor Communication Plan & have IsiZulu speaking person on team. • 3 Point = Adequate Communications Plan & have IsiZulu speaking person on team. • 5 Point = Detailed Communications Plan & have IsiZulu speaking person on team. | | |
| 8. SKILLS TRANSFER | <p>– Level of commitment to skills transfer & process to facilitate skills transfer depicted:</p> <ul style="list-style-type: none"> • 0 = Not Addressed • 1 = Poorly Addressed • 3 = Adequately Addressed • 5 = Excellently Addressed | 4 | |
| TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100 | | 100 | |

31. EVALUATION PROCEDURE

31.1. The Bids that fail to achieve a minimum of 70 points for functionality will be disqualified.

31.2. During phase 2, bidders will be further evaluated based on 80 points for price and 20 points for B-BBEE Status Level of Contribution (as indicated below).

31.3. Calculation of points for price:

31.3.1. The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Thus, bidders who provide the lowest management fee will get full 80 points for price. Please refer to Form SBD 6.1 for more details.

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

31.3.2.1. The names of the persons nominated to be used on the project.

31.3.2.2. The number of hours allocated to each nominated person for the duration of the project.

31.3.2.3. The hourly tariff applicable to each nominated person.

31.3.2.4. All monetary amounts must be in South African Rand.

31.3.2.5. VAT must be included.

31.4. Calculating of points for B-BBEE status level of contribution in terms of Regulation 5(2) and 6(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:

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

- 31.4.1. Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by accredited Verification Agencies by SANAS together with their bids, to substantiate their B-BBEE claims. The Exempted Micro Enterprise/QSE must submit a BBEE sworn affidavit
- 31.4.2. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 31.4.3. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 31.4.4. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 31.4.5. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 31.4.6. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 31.4.7. NB: Bidders who do not submit B-BBEE Status Level Verification Certificate or are non-compliant contributors to be B-BBEE do not qualify for preference points for B-BBEE.

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32. CONTACT PERSONS

Technical Enquiries:

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

Directorate: Spatial Planning & Land Use Management
Department of Agriculture Land Reform and Rural Development
Private Bag X9000
Pietermaritzburg
3200

Attention: **Mr Walter Janse van Rensburg**
Tel: **033-264 1401**
Fax: **033-264 1413**
Email: **walter.vanrensburg@dalrrd.gov.za**

Supply Chain Management:

All supply chain management enquiries related to this bid call must be forwarded to:

Department of Agriculture Land Reform and Rural Development – KZN Shared Service
Centre
1st Floor,
270 Jabu Ndlovu (Loop) Street
Pietermaritzburg,
KwaZulu-Natal
3201

Attention: **Mr Bongani Magudulela**
Tel: **033-264 9500**
Email: **bongani.magudulela@dalrrd.gov.za**

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KWAZULU-NATAL FOR A PERIOD OF NINE (9) MONTHS.


APPROVAL

Recommendation 1:

It is recommended that the Terms of Reference be approved

Recommendation 1: Approved / ~~Not Approved~~

Comment:



Mr I Mahlangu (BSEC Chair)

Director: Strategic Land acquisition

Date: 20/06/2022

Recommendation 1: Endorsed / ~~Not Endorsed~~

Comment:

Sam Del 15



Ms P Muller

Deputy Director: Supply Chain Management

Date: 2022-06-21

BAS

LOGIS

| System User Only | |
|------------------------------|-----------------------------|
| Captured By: | ----- |
| Captured Date: | ----- |
| Authorised By: | ----- |
| Date Authorised: | ----- |
| Safety Web Verification | |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO |

Office

The Director General: Department of Agriculture, Land Reform and Rural Development

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post. Please ensure information is valid as per required bank screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibly for any delayed payments, as a result of incorrect information supplied.

| Company / Personal Details | |
|----------------------------|--|
| Registered Name | |
| Trading Name | |
| Tax number | |
| Vat Number | |
| Title | |
| Initials | |
| First Name | |
| Surname | |

| Address Detail | |
|-------------------------|--|
| Postal Address Line 1 | |
| Postal Address Line 2 | |
| Physical Address Line 1 | |
| Physical Address Line 2 | |
| Postal Code | |

| New Detail | |
|---|--|
| <input type="checkbox"/> New Supplier Information | <input type="checkbox"/> Update Supplier Information |
| Supplier Type | <input type="checkbox"/> Individual <input type="checkbox"/> Department Department Number <input style="width: 100px;" type="text"/> <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other Other Specify <input style="width: 200px;" type="text"/> <input type="checkbox"/> Partnership |

Supplier Account Details

(This field is compulsory and should be completed by a bank official from the relevant bank).

| | | | |
|---|---|--|--|
| Account Name | | | |
| Account Number | | | |
| Branch Name | | | |
| Branch Number | | | |
| Account Type | <input type="checkbox"/> Cheque Account <input type="checkbox"/> Savings Account <input type="checkbox"/> Transmission Account <input type="checkbox"/> Bond Account <input type="checkbox"/> Other (Please Specify) | | |
| ID Number | | | |
| Passport Number | | | |
| Company Registration Number | | | |
| *CC Registration | | | |
| * Please include CC/CK where applicable | | | |
| Practise Number | | | |
| When the bank stamps this entity maintenance form or provides an electronic bank stamp/letter attached to the entity maintenance form they confirm that all the information completed by the entity is correct. | Bank stamp | | |
| | It is hereby confirmed that this details have been verified against the following screens ABSA -CIF screen FNB -Hogans system on the CIS4 STD Bank-Look-up-screen Nedbank - Banking Platform under the Client Details Tab | | |

Contact Details

| | | | |
|----------------|------------------|-------------------------|------------------|
| | <i>Area Code</i> | <i>Telephone Number</i> | <i>Extension</i> |
| Business | | | |
| | <i>Area Code</i> | <i>Telephone Number</i> | <i>Extension</i> |
| Home | | | |
| | <i>Area Code</i> | <i>Telephone Number</i> | |
| Fax | | | |
| | | | |
| Cell | | | |
| | <i>Cell Code</i> | <i>Cell Number</i> | |
| E-mail Address | | | |

| Contact Person | Supplier details | Departmental sender details | Address of Agriculture, Land Reform and Rural Development Office where form is submitted from: |
|-------------------|------------------|-----------------------------|--|
| Signature | | | |
| Print Name | | | |
| Rank | | | |
| Date (dd/mm/yyyy) | | | |

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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.

TABLE OF CLAUSES

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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 for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)