

**NW- TEN 02 (001) 2020/2021**

**APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS (SDFs) WITHIN A PERIOD OF SIX (6) MONTHS FOR KAGISANO-MOLOPO LOCAL MUNICIPALITY AND MAMUSA LOCAL MUNICIPALITY IN THE NORTH WEST PROVINCE**

**THERE WILL NOT BE A BRIEFING SESSION FOR THIS BID.**

**CLOSING DATE: 29 OCTOBER 2020**

**CLOSING TIME: 11H00 A.M**

**ADDRESS: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT  
NORTH WEST PROVINCIAL SHARED SERVICE CENTRE  
CORNER JAMES MOROKA & SEKAME DRIVE  
WEST GALLERY, GROUND FLOOR, MEGACITY  
MMABATHO,2735**

**FOR FURTHER ENQUIRIES:**

**TECHNICAL ENQUIRIES**

Mr. D Goosen

Telephone: 076 834 3677

Email: [Dries.Goosen@drdlr.gov.za](mailto:Dries.Goosen@drdlr.gov.za)

**BID RELATED ENQUIRIES**

Ms. Limakatso Makooa

Telephone: 018 388 7198

E-mail: [Limakatso.Makooa@drdlr.gov.za](mailto:Limakatso.Makooa@drdlr.gov.za)

## LA 1.1



### agriculture, land reform & rural development

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

**PROVINCIAL SHARED SERVICE CENTRE DISTRICT; DIRECTORATE: FINANCE AND SUPPLY  
CHAIN MANAGEMENT, SUB DIRECTORATE: DEMAND & ACQUISITION; Private Bag X74,  
MMABATHO, 2735 Tel: (018) 388 7000**

**YOU ARE HEREBY INVITED TO SUBMIT A BID TO THE DEPARTMENT OF RURAL  
DEVELOPMENT AND LAND REFORM**

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**BID NUMBER: NW-TEN 02 (001) 2020/2021**

**CLOSING TIME: 11H00**

**CLOSING DATE: 29 OCTOBER 2020**

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

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the LA1.1, General Conditions of Contract (GCC), LA 1.6, LA 1.7, SBD1, SBD 3.3, SBD4, SBD6.1, SBD 8, SBD9 and Terms of reference (TOR)
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/ provide the reference number on SBD 1 form of the bid document.
4. After the mandatory requirements compliance check and evaluation of proposals, the service will be evaluated using preference points system as prescribed in the Preferential Procurement Regulation (PPR) 2017. The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for attaining the Broad Based Black Economic Empowerment(B-BBEE) status level of contribution
5. The attached forms must be completed in detail and returned with your bid. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Tender number and tender description, Name and Address of the bidder and closing date of the bid.

Yours faithfully

**SIGNED  
ACQUISITION MANAGEMENT**

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**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.

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## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

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

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

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

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

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

**6. Patent rights**

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

**7. Performance 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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 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)

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

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

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

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

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

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

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

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

**AUTHORITY OF SIGNATORY**

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

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

**MABEL HOUSE (Pty) Ltd**

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

**MR A.F JONES**

has been duly authorised to sign all documents in connection with

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

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

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

**IN HIS CAPACITY AS:** Managing Director

**DATE:** 20 May 2000

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

**As witnesses:**

1. ....

2. ....

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

Date: .....

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RURAL DEVELOPMENT AND LAND REFORM					
BID NUMBER:	NW TEN 02 (001) 2020/2021	CLOSING DATE:	29 OCTOBER 2020	CLOSING TIME:	11H00A.M
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS (SDFs) WITHIN A PERIOD OF SIX (6) MONTHS FOR KAGISANO-MOLOPO LOCAL MUNICIPALITY AND MAMUSA LOCAL MUNICIPALITY IN THE NORTH WEST PROVINCE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Cnr James Moroka and Sekame Drive   West Gallery   Ground Floor   Megacity   Mmabatho   2735					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT				
CONTACT PERSON	LIMAKATSO MAKOOA		CONTACT PERSON	Dries Goosen	
TELEPHONE NUMBER	018 388 7198		TELEPHONE NUMBER	076 834 3677	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Limakatso.Makooa@drdlr.gov.za		E-MAIL ADDRESS	Dries.Goosen@drdlr.gov.za	

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS (SDFs) WITHIN A PERIOD OF SIX (6) MONTHS FOR KAGISANO-MOLOPO LOCAL MUNICIPALITY AND MAMUSA LOCAL MUNICIPALITY IN THE NORTH WEST PROVINCE**

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**NW-TEN 02 (001) 20/21**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS (SDFs) WITHIN A PERIOD OF SIX (6) MONTHS FOR KAGISANO-MOLOPO LOCAL MUNICIPALITY AND MAMUSA LOCAL MUNICIPALITY IN THE NORTH WEST PROVINCE**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS (SDFs) WITHIN A PERIOD OF SIX (6) MONTHS FOR KAGISANO-MOLOPO LOCAL MUNICIPALITY AND MAMUSA LOCAL MUNICIPALITY IN THE NORTH WEST PROVINCE**

**PRICING SCHEDULE**  
**(PROFESSIONAL SERVICES)**

**NAME OF BIDDER: ..... BID NO: NW-TEN 02 (001) 20/21**

**CLOSING DATE & TIME: 29 OCTOBER 2020 AT 11:00 A.M**

**OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE**

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

**TOTAL OFFER PRICE (VAT Inclusive)**

R.....

**NB: PAYMENT TO BE MADE AT THE COMPLETION OF EAH DELIVERABLES**

<b>Milestone</b>	<b>% Payables</b>	<b>TOTAL</b>
<b>Phase 0: Preparatory</b>	0%	
<b>Phase 1: Policy Context &amp; Vision Directives</b>	10%	R.....
<b>Phase 2: Spatial Challenges and Opportunities</b>	15%	R.....
<b>Phase 3: Spatial Proposals</b>	35%	R.....
<b>Phase 4: Implementation Framework</b>	20%	R.....

**Bidder's Initials.....**  
**Bidder's Signature.....**  
**Date.....**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS (SDFs) WITHIN A PERIOD OF SIX (6) MONTHS FOR KAGISANO-MOLOPO LOCAL MUNICIPALITY AND MAMUSA LOCAL MUNICIPALITY IN THE NORTH WEST PROVINCE**

<b>Phase 5: Final Municipal SDF</b>	<b>10%</b>	<b>R.....</b>
<b>RETENTION</b>	<b>10%</b>	
<b>VAT</b>		<b>R.....</b>
<b>TOTAL BID PRICE</b>		<b>R.....</b>

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

.....

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

.....

Any enquiries regarding bidding procedures may be directed to:

**Ms Limakatso Makooa**  
**ASD: Acquisition**  
**Directorate: Supply Chain Management**  
**Tel: (018) 388 7198**

**Bidder's Initials.....**  
**Bidder's Signature.....**  
**Date.....**

## DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"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.

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: .....

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....



**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

May 2011

**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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the .....80/20..... preference point system shall be applicable;

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
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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 PREFERENCE POINT SYSTEMS

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

**80/20**

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

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 (80/20 system)
1	20
2	18
3	14

4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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 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 last 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		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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.

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

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 DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS (SDFs)  
WITHIN A PERIOD OF SIX (6) MONTHS FOR KAGISANO-MOLOPO LOCAL  
MUNICIPALITY AND MAMUSA LOCAL MUNICIPALITY IN THE NORTH WEST  
PROVINCE**

**1. INTRODUCTION**

- 1.1. The Department of Agriculture, Land Reform and Rural Development Directorate: Spatial Planning and Land Use Management Services in North West Province has been requested to fund the formulation of Spatial Development Frameworks for the Kagisano-Molopo and Mamusa Local Municipalities. The municipalities require a Spatial Development Framework (SDF) that will guide current and future development within their municipal area. The SDF, which has a set of objectives, strategies and policy guidelines, that directs development and development options to ensure that the envisaged short-term and long-term urban and rural structure and target deliverables are realised. The specific intention is to prepare Spatial Development Frameworks in terms of Section 12 (1) of the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) (SPLUMA).
- 1.2. Spatial Development Frameworks are defined as frameworks that seek to influence the overall spatial distribution of current and future land use within a municipality in order to give effect to the vision, goals and objectives of the municipal Integrated Development Plan (IDP). The primary purpose of the SDF is to create a competent municipal spatial structure thus providing, in National Spatial Development Perspective (NSDP) terms, a framework within which to discuss future development of the municipal space economy in the context of the district, provincial and national space economies. The idea is to reflect municipal wards of severe need and deprivation, of resource potential, of infrastructure endowment and of current and potential economic activity by describing key social, economic and natural trends and issues shaping the municipal geography.

# **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS (SDFs) WITHIN A PERIOD OF SIX (6) MONTHS FOR KAGISANO-MOLOPO AND MAMUSA LOCAL MUNICIPALITY IN THE NORTH WEST PROVINCE**

## **2. PURPOSE**

- 2.1. The purpose of this document is to set out the terms of reference on which professional teams should base their project proposals for the preparation of Spatial Development Frameworks for Kagisano-Molopo- and Mamusa Local Municipality. Project proposals should clearly state the approach to be adopted, the proposed methodology, relevant experience, time frame, program and associated budget and the proposed team members.

## **3. STUDY AREA**

- 3.1. The Kagisano-Molopo Local Municipality is a Category B municipality situated within the Dr Ruth Segomotsi Mompati District in the North West Province. It borders on the Kgalagadi District of the Republic of Botswana to the north, Greater Taung to the south, the Northern Cape Province to the south-west, Naledi to the south-east, and Ratlou to the east.

It is the largest of the five municipalities that make up the district, accounting for just over half of its geographical area. It was created during the local government elections of 18 May 2011 by merging the Kagisano and Molopo Municipalities.

- 3.2. The Mamusa Local Municipality is a Category B municipality situated within the Dr Ruth Segomotsi Mompati District Municipality in the North West Province. It is bordered by the Ngaka Modiri Molema District in the north, Greater Taung and Lekwa-Teemane in the south, the Dr Kenneth Kaunda District in the east, and Naledi in the west.

It is the smallest of the five municipalities that make up the district, accounting for 8% of its geographical area. The seat of the municipality is Schweizer-Reneke.

## **4. OBJECTIVES**

The main objective of the project is to develop a reliable SDF that meets the required standards set by the legislation. Other important objectives include:

- 4.1. Compliance with the following provisions of the Municipal Systems Act, 2000 (Act 32 of 2000) and the Municipal Planning and Performance Management Regulations (2001) is mandatory:

## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS (SDFs) WITHIN A PERIOD OF SIX (6) MONTHS FOR KAGISANO-MOLOPO AND MAMUSA LOCAL MUNICIPALITY IN THE NORTH WEST PROVINCE**

- Development of a Spatial vision and objective of the IDP and the whole municipality;
- Development of a conceptual scenario for envisaged spatial form;
- Development of a Micro-spatial Plan for the core areas;
- Setting out of objectives that reflect the desired spatial form of the rural municipality;
- Contain strategies, policies and plans which must-
  - i. Analyse the opportunities and constraints
  - ii. Delineate the agricultural land that has high potential;
  - iii. Indicate desired patterns of land use within the municipality;
  - iv. Identify existing and future land reform projects;
  - v. Address the spatial reconstruction of the location and nature of development within the municipality including desired settlement patterns; and
  - vi. Provide strategic guidance in respect of the location and nature of development within the municipality;
- Set out a basic framework for the development of a land use management system in the municipality;
- Set out a capital investment framework for the municipality's development programs within a prioritisation matrix (Prioritised list of development interventions and spatial locations);
- analysis and clarification of how sector departments will implement the SDF;
- contain a strategic assessment of the environmental impact of the SDF;
- identify programs, interventions and projects for the development of land within the municipality;
- be aligned with the SDFs of neighbouring municipalities; and
- provide a visual representation of the desired spatial form of the municipality, which:
  - i. must indicate where public and private land development and infrastructure investment should take place;
  - ii. must indicate all cross border issues, challenges and alignment of programmes shared with neighbouring municipalities, provinces and countries
  - iii. must indicate desired or undesired utilisation of space in particular area;

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- iv. must delineate the urban edge (in terms of NEMA);
- v. must identify areas where strategic intervention is required; and
- vi. Must indicate areas where priority spending is required.
- vii. Identify existing and proposed nodal areas for the development of infrastructure and social services.

4.2. The main objective of the Spatial Development Frameworks in terms of Section 12 (1) of SPLUMA must be to:

- a) interpret and represent the spatial development vision of the responsible sphere of government and competent authority;
- b) be informed by a long-term spatial development vision statement and plan;
- c) represent the integration and trade-off of all relevant sector policies and plans;
- d) guide planning and development decisions across all sectors of government;
- e) guide a provincial department or municipality in taking any decision or exercising any discretion in terms of this Act or any other law relating to spatial planning and land use management systems;
- f) contribute to a coherent, planned approach to spatial development in the national, provincial and municipal spheres;
- g) provide clear and accessible information to the public and private sector and provide direction for investment purposes;
- h) include previously disadvantaged areas, areas under traditional leadership, rural areas, informal settlements, slums and land holdings of state-owned enterprises and government agencies and address their inclusion and integration into the spatial, economic, social and environmental objectives of the relevant sphere;
- i) address historical spatial imbalances in development;
- j) identify the long-term risks of particular spatial patterns of growth and development and the policies and strategies necessary to mitigate those risks;
- k) Provide direction for strategic developments, infrastructure investment, promote efficient, sustainable and planned investments by all sectors and indicate priority areas for investment in land development.
- l) promote a rational and predictable land development environment to create trust and stimulate investment;
- m) take cognizance of any environmental management instrument adopted by the relevant environmental management authority;

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- n) give effect to national legislation and policies on mineral resources and sustainable utilisation and protection of agricultural resources; and
- o) Consider and, where necessary, incorporate the outcomes of substantial public engagement, including direct participation in the process through public meetings, public exhibitions, public debates and discourses in the media and any other forum or mechanisms that promote such direct involvement.

4.3. In terms of Section 21 of SPLUMA the content of Municipal SDF must:

- a) give effect to the development principles and applicable norms and standards set out in Chapter 2;
- b) include a written and spatial representation of a five year spatial development plan for the spatial form of the municipality;
- c) include a longer term spatial development vision statement for the municipal area which indicates a desired spatial growth and development pattern for the next 10 to 20 years;
- d) identify current and future significant structuring and restructuring elements of the spatial form of the municipality, including development corridors, activity spines and economic nodes where public and private investment will be prioritized and facilitated;
- e) include population growth estimates for the next five years;
- f) include estimates of the demand for housing units across different socio-economic categories and the planned location and density of future housing developments;
- g) include estimates of economic activity and employment trends and locations in the municipal area for the next five years;
- h) identify, quantify and provide location requirements of engineering infrastructure and services provision for existing and future development needs for the next five years;
- i) identify the designated areas where a national or provincial inclusionary housing policy may be applicable;
- j) include a strategic assessment of the environmental pressures and opportunities within the municipal area, including the spatial location of environmental sensitivities, high potential agricultural land and coastal access strips, where applicable;
- k) identify the designation of areas in the municipality where incremental upgrading approaches to development and regulation will be applicable;
- l) identify the designation of areas in which—
  - more detailed local plans must be developed; and

## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS (SDFs) WITHIN A PERIOD OF SIX (6) MONTHS FOR KAGISANO-MOLOPO AND MAMUSA LOCAL MUNICIPALITY IN THE NORTH WEST PROVINCE**

- shortened land use development procedures may be applicable and land use schemes may be so amended;
- m) provide the spatial expression of the coordination, alignment and integration of sectoral policies of all municipal departments;
- n) determine a capital expenditure framework for the municipality's development programmes, depicted spatially;
- o) determine the purpose, desired impact and structure of the land use management scheme to apply in that municipal area; and
- p) include an implementation plan comprising of—
  - sectoral requirements, including budgets and resources for implementation;
  - necessary amendments to a land use scheme;
  - specification of institutional arrangements necessary for implementation;
  - specification of implementation targets, including dates and monitoring indicators; and
  - Specification, where necessary, of any arrangements for partnerships in the implementation process.

The proposed Spatial Development Frameworks must give effect to the development principles as stipulated in Section 7 of SPLUMA:-

- i. Spatial Justice;
- ii. Spatial Sustainability;
- iii. Efficiency;
- iv. Spatial Resilience; and
- v. Good Administration.

- 4.4. Proposals are requested from suitably qualified and experienced service providers to develop a SDF in line with the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) and the DRDLR's Guidelines for the Development of Provincial, Regional and Municipal Spatial Development Frameworks and Precinct Plans 2017.

### **5. CRITICAL MILESTONES**

- 5.1. The following 6 phases and deliverables as contained in the DRDLR's Guidelines for the Development of Provincial, Regional and Municipal Spatial Development Frameworks and Precinct Plans 2017 shall be achieved in the formulation of the proposed SDFs:

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**Table 1: Phases and Deliverables**

PHASES	DELIVERABLES
<b>Phase 0: Preparatory</b>	Inception Report Service Level Agreement
<b>Phase 1: Policy context and vision directives</b>	Legislative and Policy Synthesis
	Vision Statement
	Stakeholder Engagement:- Identify Interested & affected parties, notice in Gazette and media, setting up PSC, set up focus groups
<b>Phase 2: Spatial Challenges &amp; Opportunities</b>	Summary of Sector Plans
	Documentation and mapping of biophysical, socio-economic and built environment spatial challenges and opportunities
	Stakeholder engagement:- focus groups, public open house, 1 <sup>st</sup> Project Management Team (PMT) meeting, 1 <sup>st</sup> Project Steering Committee (PSC) meeting
	Monitoring and evaluation
<b>Phase 3: Spatial Proposals</b>	Spatial concept diagram and supporting text
	Final vision statement
	Spatial strategies maps and supporting text
	Draft MSDF Report and maps
	Stakeholder engagement:- 2 <sup>nd</sup> PMT meeting, Advertisement of draft SDF
<b>Phase 4: Implementation Framework</b>	Draft set of policies
	Draft set of guidelines
	Draft Capital investment framework
	Draft Implementation Framework
	Stakeholder engagement:- Public open house, 3 <sup>rd</sup> PMT meeting, 2 <sup>nd</sup> PSC meeting
<b>Phase 5: Final SDF</b>	MSDF final report, Executive Summary, brochures, pamphlets or posters
	Sector plan alignment proposals and discussions
	Identified and delineated local plans/ precinct plans
	IDP and SDF alignment proposals and discussions
	Stakeholder Engagement: 3 <sup>rd</sup> PSC Meeting, Council Approval, 3 <sup>rd</sup> PMT meeting, notice of adoption in gazette.

5.2. Details regarding relevant requirements for each phase and the deliverables are found in the DRDLR Guidelines for the Development of Provincial, Regional and

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Municipal Spatial Development Frameworks and Precinct Plans 2017. Service providers are expected to consult the guidelines whilst formulating the SDFs.

- 5.3. In order to deliver on the deliverables (as stated above) the SDF should be in the form of text, maps, graphics and photographs. A tabular format shall be used for the purpose of summarizing the information collected.
- 5.4. It is recommended that more visual representation (maps, graphics and photographs) form the bulk part of the spatial analysis/current reality. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.
- 5.5. Submissions should be in the form of both hard and electronic versions.
- 5.6. Progress reports (per phases/ major components to be developed incrementally) and draft plans as the project progresses in digital format as a Microsoft Word Document.
- 5.7. Final reports in digital format and a full colour hard copy, must also be supplemented by (per municipality):
  - Roll-up Banner X3
    - ±2000mm X 850 (Retractable stand, full colour)
    - One on process followed in formulation
    - Two on Proposals (New/Change/Protect), Composite SDF and Implementation
  - Booklets x 50
    - A4 or A5 (Glossy front and back, full colour, Inset must be 128 gsm and cover should be 250 gsm with perfect binding.)
    - Summary of process followed in formulation
    - Synthesis of analysis, proposals, Composite SDF maps and implementation framework.
  - Posters x 10
    - A0 (Laminated, full colour)
    - 2 x Process followed in formulation
    - 6 x Proposals (New/Change/Protect), Composite SDF maps and implementation framework
    - 2 x How to use the SDF

# **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS (SDFs) WITHIN A PERIOD OF SIX (6) MONTHS FOR KAGISANO-MOLOPO AND MAMUSA LOCAL MUNICIPALITY IN THE NORTH WEST PROVINCE**

- 5.8. Electronic documents/ reports per phase as per programme of action must be made available.
- 5.9. The service provider must submit a detailed breakdown of activities as per phase/ major component with clear timeframe per deliverable.

## **6. OUTCOMES AND DELIVERABLES**

- 6.1. All spatial information collected should be submitted in GIS capable file format (shapefile, geodatabase, layer file, data package, mxd files) for use in a GIS. The shapefiles must have clear attribute information that differentiates the SDF construct and its purpose, for example a service node shapefile should have an attribute called "description" with the value "service node". Metadata for all spatial information should be provided as per the metadata standard ISO 19115 & SANS 1878. Ownership of all metadata, data and spatial information generated and collected from this assignment vests in DALRRD. DALRRD will become the custodian of all spatial information collected. A GISc Template for mapping has to be agreed upon during the inception of the project between the service provider and the department, to reduce delays later in the project.
- 6.2. Over and above, the GIS data must further meet the following requirements:
  - All maps should be in A4 size in the physical document and at least A3 in the soft copies.
  - Maps must be numbered and listed in the page of contents
  - All the text in the maps and the legends must be legible
  - The same map template / layout must be used throughout the document for sake of consistency
  - All maps should have the basic map elements, namely; a title, north arrow, legend, scale bar
  - All the features on the map must be explained in the legend
  - Symbology and colours must adhere to basic cartographic principles, colour coding,
  - All mapping must be developed at an appropriate scale
  - Maps in Microsoft Word must have the corresponding Map Document (MXD) ready to be accessed in ArcGIS.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS (SDFs) WITHIN A PERIOD OF SIX (6) MONTHS FOR KAGISANO-MOLOPO AND MAMUSA LOCAL MUNICIPALITY IN THE NORTH WEST PROVINCE**

6.3. The Service provider would be expected to submit a final consolidated report per municipality which consists of:

- SDF textual document including all maps, tables and figures in both hardcopy (printed) and softcopy (electronic as MS word document) image files as (e.g. JPEG, windows Bitmap, GIF, etc.); A0 Draft SDF Plan, a separate Executive Summary Document and a public participation report and Roll-up Banner X3, Booklet x 50 and Posters X10 to supplement the deliverables.

***NB: All GIS data to be submitted, must meet the requirements as stipulated in paragraph 6.2. at each stage/milestone of the project. The Municipality reserves the right not to approve any stage of the project if requirements relating to GIS data are not met.***

**7. PROJECT DURATION AND COST**

7.1. It is expected that the project be completed in a period of 6 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 under Table 2.

7.2. Timeframes for the proposed SDF must strictly be adhered to. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

**Table 2: Project Cost and Timeframe**

<b>PHASES</b>	<b>% PAYABLE</b>	<b>TIME FRAMES</b>	<b>SUBMISSION OUTPUT</b>
<b>Phase 0: Preparatory</b>	0%	1 Week	INCEPTION REPORT
<b>Phase 1: Policy Context &amp; Vision Directives</b>	10%	5 Weeks	FINAL REPORT
<b>Phase 2: Spatial Challenges and Opportunities</b>	15%	5 Weeks	FINAL REPORT
<b>Phase 3: Spatial Proposals</b>	35%	5 Weeks	DRAFT & FINAL REPORT
<b>Phase 4: Implementation Framework</b>	20%	4 Weeks	DRAFT & FINAL REPORT
<b>Phase 5: Final Municipal SDF</b>	10%	4 Weeks	FINAL REPORT

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<b>RETENTION</b>	<b>10%</b>		APPROVED SDF
	<b>100%</b>		

7.3. An amount for the final draft is payable upon ratification by the Department as well as by the mayoral committee /Executive committee of the affected municipality.

7.4. 10% retention will be paid once proof of approval of the SDFs as part of the IDP by the Municipal Council is provided. Service provider may apply to the department for the retention fee payment in the event that the municipality’s council is not functional in that council meetings are not taking place. A formal letter from the municipality that confirms this situation will have to be presented to the department by the service provider.

7.5. Monthly reports (per phase) will be forwarded by the service provider to the DALRRD Directorate Spatial Planning and Land Use Management Services in North West and the nominated official within the relevant municipality. The service provider will be required to report via a written and electronic report.

**8. MANDATORY REQUIREMENTS**

8.1. Below is a summary of **Mandatory requirements**:

- No compulsory briefing session will be held due to COVID-19.
- **Compliance with all Tax Clearance requirements:** Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- A resolution authorizing a particular person to sign the bid documents (Full completion and signing of LA 1.6 or resolution on company letter head).

**9. RELEVANT SKILLS AND EXPERIENCE**

9.1. **Technical requirements** include team leader must hold a degree or diploma or such qualification as may be recognised by SAQA (South African Qualification Authority) in one of the disciplines within the built environment. The team leader must be

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registered with a professional body/ Council. Town Planners must hold qualification as may be recognised by the South African Council of Planners and registered with the Council; Engineers must hold qualification as may be recognised by the Engineering Council of South Africa and registered with the Council; Land Surveyors must hold qualification as may be recognised by the South African Geomatics Council and registered with the Council

- 9.2. Project team member must be a Geographic Information Scientist (at least at Technician level) registered with PLATO.
- 9.3. Skills, abilities and experience required in the team to execute the project include the following:
- Town and Regional / Development Planning;
  - Thorough understanding of SDF, strategic planning process and urban design
  - Proven Land use schemes, SDF, Precinct / Nodal Plan compilation experience;
  - Understanding of the interrelationship amongst the following: social, economic, land use, transport and environmental issues;
  - Geography and GIS (at least at Technician Level);
  - Project Management;
  - Facilitation; Research, analytical, writing and communication skills;
  - Ability to think strategically; and
  - Strategic planning.
- 9.4. It is therefore recommended that the service provider ensures that people with relevant skills are part of the project. A list of people containing, among other things, names, qualifications and experience who will be directly involved in the project must be submitted. This should clearly indicate what roles each team member will play. A company / team profile containing, among other things, names, qualifications and experience of persons who will be directly involved per project must be included.
- 9.5. All team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties. The selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the relevant

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Municipality. (It should be the town planner and GIS person led by the project team leader who will be attending the steering committee meetings).

- 9.6. The successful service provider will also be expected to have an understanding of and experience in spatial planning and land use management 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, GIS and report writing skills. The successful service provider will be expected to enter into a Service Level Agreement (SLA) with the relevant Municipality in respect of the deliverables of the project.

## **10. PROJECT TEAM**

- 10.1. The project team will consist of appointed service provider/ team plus a dedicated project team as assigned by the National Department of Agriculture, Land Reform and Rural Development (DALRRD).
- 10.2. The project team of the appointed service provider must stay the same throughout the duration of the project and cannot be changed without prior discussions with and approval from the National Department of Agriculture, Land Reform and Rural Development (DALRRD).

## **11. CAPACITY BUILDING AND SKILLS TRANSFER**

- 11.1. The municipality considers skills development as an integral part of the out sourcing process. The process should ensure that skills development and transfer is achieved within the municipality. Proposals should indicate how skills development and transfer would be achieved in the municipality

## **12. INFORMATION GATHERING**

- 12.1. 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. All information not available that will have a substantial negative impact on the project will need to be sourced/ created by the service provider.

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12.2. 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 Municipality will provide the requested letter. However, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.

### **13. CONSULTATION**

13.1. The service provider will be required to engage in a consultation process (as per phase design), whereby the relevant provinces, departments, metropolitan/district/local municipalities together with key stakeholders will be consulted on the draft document.

13.2. All costs associated with the venues & catering during consultation process will be covered by the service provider.

13.3. To ensure that all the spatial requirements / needs of all the affected stakeholders are accommodated, a suitable organization framework needs to be established.

### **14. FORMAT OF PROPOSAL**

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

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

14.3. Proposals should have a section to indicate how COVID-19 will affect the project and how they will deal with this.

### **15. FINANCIAL PENALTIES**

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

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

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15.2. As indicated in 14.1, penalties in terms of percentages will be deducted from payment as indicated below.

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
Phase 0: Preparatory	0%	10%	25%	50%	75%	100%
Phase 1: Policy Context & Vision Directives	10%	10%	25%	50%	75%	100%
Phase 2: Spatial Challenges and Opportunities	15%	20%	40%	60%	80%	100%
Phase 3: Spatial Proposals	35%	20%	40%	60%	80%	100%
Phase 4: Implementation Framework	20%	20%	40%	60%	80%	100%
Phase 5: Final Municipal SDF	10%	20%	40%	60%	80%	100%
<b>RETENTION</b>	<b>10%</b>					
Total	100%					

15.3. Payments will be made only for work performed to the satisfaction of the Project Steering Committee. 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.

15.4. 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.

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- 15.5. Original copies of invoices to substantiate all costs must be provided. Invoices must clearly indicate the number of hours spent on the project, for what purpose those hours was spent and to what extent the objectives were achieved. No copies, faxes or e-mailed invoices from the service provider will be processed.
- 15.6. A pricing schedule must be submitted on a separate sheet from the technical proposal for ease of evaluation. The pricing schedule should include the following:
- The names of the persons nominated to be used on the project;
  - The number of hours allocated to each nominated person for the duration of the project;
  - The hourly tariff applicable to each nominated person;
  - All monetary amounts must be in South African Rand;
  - Disbursements must be indicated separately and inclusive; and VAT must be included.

**16. RETENTION**

- 16.1. The Department of Agriculture, Land Reform and Rural Development shall retain 10% of the total project cost in the case of late or non-delivery of the council approved SDF in terms of Section 20 (1) of Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013).
- 16.2. The service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after milestone due date.
- 16.3. The service provider may apply to the Department for an extension on the delivery date on any milestone – provided that the service provider gives valid reason(s) to the sole satisfaction of the Department

**17. EXTRA WORK**

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

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## 18. REPORTING AND ACCOUNTABILITY

- 18.1. During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the project team or steering committee managing the service provider.
- 18.2. All information captured and or used to generate the outputs of the project remains the property of the municipality and must be handed over in its totality when the project is closed. The municipality will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the course of the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and the Municipality. This agreement must be reached and signed off together with the project plan before the project commences.
- 18.3. The project will be signed off by the Director: Spatial Planning and Land Use Management Services when:
  - All the end products (refer to list) have been delivered and (*all deliverables per phase to be approved by the Project Steering Committee*)
  - A formal presentation has been made to the Directorate: Spatial Planning and Land Use Management Services and;
  - The Director: Spatial Planning and Land Use Management Services is satisfied that all requirements have been met.

## 19. EVALUATION PROCEDURE

- 19.1. The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price maximum of 20 points will be awarded for attaining Broad-Based Black Economic Empowerment (B-BBEE) status level contribution.
- 19.2. This bid shall be evaluation in two stages. On first stage bids will be evaluated on functionality, second stage in accordance with 80/20 preference points system as stipulated above.

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**19.3. First Stage- Evaluation of Functionality** - The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

- The applicable values that will be utilised when scoring each criteria ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
<b>1. RESOURCES</b>	<p>The Project Team Leader must be registered with a professional body in the built environment</p> <ul style="list-style-type: none"> <li>• 0 up to 1 year experience-No CV, No Professional Body Registration Certificate attached = 1 Score</li> <li>• &gt;1 up to 3 years' experience- attached CV and Professional Body Registration Certificate =2 Scores</li> <li>• &gt;3 up to 5 years' experience- attached CV and Professional Body Registration = 3 Scores</li> <li>• &gt;5 years' experience- attached CV and Professional Body Registration Certificate= 5 Scores</li> </ul>	<b>15</b>
	<p>The GIS Team Member must be registered with a professional body i.e. PLATO/SAGC (at least at Technician level).</p> <ul style="list-style-type: none"> <li>▪ 0 up to 1 year experience-No CV, No Professional Body Registration Certificate attached = 1 Score</li> <li>▪ &gt;1 up to 3 years' experience- attached CV and Professional Body Registration Certificate =2 Scores</li> <li>▪ &gt;3 up to 5 years' experience- attached CV and Professional Body Registration = 3 Scores</li> <li>▪ &gt;5 years' experience- attached CV and Professional Body Registration Certificate= 5 Scores</li> </ul>	<b>10</b>
	<p>Proposed technical team to be utilized in the execution of the project; <b>(CV's clearly indicating relevant skills, knowledge, experience and qualifications must be attached)</b></p> <p>Minimum of two additional team members (excluding Team Leader or GIS Team member) with:</p>	<b>15</b>

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	<ul style="list-style-type: none"> <li>▪ 0 up to 1 year experience-No CV, No Professional Body Registration Certificate attached = 1 Score</li> <li>▪ &gt;1 up to 3 years' experience- attached CV and Professional Body Registration Certificate =2 Scores</li> <li>▪ &gt;3 up to 5 years' experience- attached CV and Professional Body Registration = 3 Scores</li> <li>▪ &gt;5 years' experience- attached CV and Professional Body Registration Certificate= 5 Scores</li> </ul>	
<p><b>2. CAPABILITY</b></p> <ul style="list-style-type: none"> <li>• Track Record</li> </ul>	<p>Verifiable proof of experience and area of expertise in managing &amp; coordinating relevant projects with similar skills set requirements as in section 9 respectively. <b>Portfolio of evidence accompanied by relevant project completion certificates/letters (confirmation of successfully concluded related projects) including contactable referees must be submitted to support capability.</b></p> <ul style="list-style-type: none"> <li>• 0 up to 1 relevant project = 1 Score</li> <li>• &gt;1 up to 3 relevant projects = 2 Scores</li> <li>• &gt;3 up to 5 relevant projects = 3 Scores</li> <li>• &gt;5 relevant projects = 5 Scores</li> </ul>	<b>35</b>
<p><b>3. METHODOLOGY AND PROJECT MANAGEMENT</b></p>	<ul style="list-style-type: none"> <li>• Proposed Methodology and the implementation plan; <b>including how COVID-19 will affect the project and how it will be managed.</b></li> <li>• Appropriateness of proposed approach and methodology for the <b>study area</b>;</li> <li>• Proposed skills transfer;</li> <li>• Proposed Project Management linked to the milestone and timeframe;</li> <li>• 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;</li> <li>• Programme with clear timelines and output;</li> <li>• Quality assurance steps indicated;</li> <li>• Clear reporting mechanism;</li> <li>• Indicators and means of verifying progress.</li> </ul> <p><i>(Methodology and project management should not just be copied from existing documentation, but should be interpreted, detailed and applied for the study area)</i></p>	<b>25</b>
<p><b>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</b></p>		

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*The Bids that fail to achieve 60 points for functionality will be disqualified.*

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

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

- 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.
- 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.

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

20.1. General

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

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- The DALRRD and Service Provider will sign a Services Level Agreement upon appointment
- Staffing requirement will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department of Agriculture, Land Reform and Rural Development.
- The service provider should commence with the project within five (5) days after receiving the letter of appointment and the service level agreement signed.
- During the execution of the project, the service provider is required to give reports on the progress of the project (Time frames – monthly or what). It is the responsibility of the service provider to organise the progress report meetings, and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.
- Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall vest with DALRRD.
- The successful Service Provider agrees to keep confidential all records and information of, or related to the projects and not disclose such records or information to any third party without the prior written consent of DALRRD.
- Any deviation from the project plan should be put in writing and signed by the project manager.
- The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance and non-compliance with the contract.
- Short-listed Service Providers may be required to do a presentation at their own cost in person to the Department, should it deem necessary to do so.

### **21. OUTCLAUSE**

- 21.1. The Department of Agriculture, Land Reform and Rural Development reserves the right not to appoint if suitable candidates are not found at the discretion of the Department.
- 21.2. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

### **22. PUBLICATION**

- Tender Bulletin
- DALRRD Website

### **23. ADVERT TENDER PERIOD**

- 14 days working days\*

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**24. BRIEFING SESSION**

- No compulsory briefing session will be held due to COVID-19.

**25. CONTACT PERSON FOR TECHNICAL ENQUIRIES**

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

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

Private Bag X833

Pretoria

0001

Attention: Dries Goosen

Telephone: 076 834 3677

Email: [Dries.Goosen@drdlr.gov.za](mailto:Dries.Goosen@drdlr.gov.za)

**Supply Chain Management Enquiries**

Attention: Ms Limakatso Makooa

Telephone: 018 388 7198

Email: [Limakatso.Makooa@drdlr.gov.za](mailto:Limakatso.Makooa@drdlr.gov.za)