

NW-TEN 02 (004) 2023/2024

**THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF
MATLOSANA DEVELOPMENT CHARGES, POLICY TOOLS & IMPLEMENTATION
WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE.**

THERE WILL BE NO COMPULSORY BRIEFING SESSION

CLOSING DATE: 21 SEPTEMBER 2023 AT 11:00

TECHNICAL ENQUIRIES

TEL
EMAIL

: Mr Pogiso Golele
: 018 388 7096/7185
: pogiso.golele@dalrrd.gov.za

BID RELATED ENQUIRIES

TEL
EMAIL

: Ms Limakatso Makooa
: (018) 388 7198
: limakatso.makooa@dalrrd.gov.za

BID RELATED ENQUIRIES

TEL

: Ms L. Makooa

: (018) 388 7198



agriculture, land reform & rural development

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

LA 1.1

**PROVINCIAL SHARED SERVICE CENTRE DISTRICT; DIRECTORATE: FINANCE AND SUPPLY CHAIN MANAGEMENT, SUB DIRECTORATE: DEMAND & ACQUISITION; Private Bag X74, MMABATHO, 2735
Tel: (018) 388 7000; Fax: 018 381 1875**

YOU ARE HEREBY INVITED TO SUBMIT RFP TO THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

BID NUMBER: NW-TEN02 (004) 2023/2024
CLOSING TIME: 11H00

CLOSING DATE: 21 SEPTEMBER 2023

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), LA1.1, LA 1.2, LA 1.3, SBD 1, SBD 3.1, SBD4, SBD6.1, SBD9, Terms of reference (TOR).
3. The service will be evaluated using preference points system as prescribed in the Preferential Procurement Regulation (PPR). The lowest acceptable quotation will score 80 points for price and a maximum of 20 points will be awarded for attaining Specific Goals (HDI, Female, Disability, Who is Youth, Locality).
4. The attached forms must be completed in detail and returned with your quotation. Each quotation document must be submitted in a separate sealed envelope stipulating the following information: Name and Address
5. of the bidder, quotation number and closing date of quotation. (failure to comply will disqualify your proposal)

Yours faithfully

Signed
MS Xoliswa Job
Deputy Director: Supply Chain Management
DATE: 01/09/2023

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NW-TEN 02 (004)2023/2024	CLOSING DATE:	21 SEPTEMBER 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGES, POLICY TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (06) MONTHS IN THE NOTH 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)					
DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT					
CORNER JAMES MOROKA & SEKAME DRIVE					
GROUND FLOOR, MEGA CITY WEST GALLERY					
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 [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
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	DALRRD			DALRRD	
CONTACT PERSON	Ms. Limakatso Makooa		CONTACT PERSON	Mr Pogiso Golele	
TELEPHONE NUMBER	018 388 7198		TELEPHONE NUMBER	018 388 7096/7185	
E-MAIL ADDRESS	limakatso.makooa@dalrrd.gov.za		E-MAIL ADDRESS	Pogiso.golele@dalrrd.gov.za	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

CENTRAL SUPPLIER DATABASE (CSD) NUMBER:

MAP TO BIDDER BOX (B BOX)

NW-TEN 02 (004) 2023/2024

CLOSING DATE: 21 SEPTEMBER 2023 AT 11:00

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT)

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

THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”

**Department of Agriculture, Land Reform and Rural Development
Acquisition Management
(BIDS)
CORNER JAMES MOROKA & SEKAME DRIVE
GROUND FLOOR, MEGA CITY WEST GALLERY
MMABATHO
2735**

**THE BID BOX OF THE OFFICE OF THE
DEPARTMENT OF RURAL
DEVELOPMENT & LAND REFORM IS
OPEN 24 HOURS A DAY, 7 DAYS A
WEEK. THE BID BOX WILL BE CLOSED
AT 11H00 WHICH IS THE CLOSING TIME
OF BIDS.**

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT
ADDRESS**

SUBMIT YOUR BID IN A SEALED ENVELOPE

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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)

LA1.7

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 RDLR-0002(2012/2013), 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:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

PRICING SCHEDULE – FIRM PRICES**SBD3.1**

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGES POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

**PRICING SCHEDULE – FIRM PRICES
(PROFESSIONAL SERVICES)**

Name of bidder.....

Bid number: NW-TEN 02 (004)2023/2024

Closing Time: 11:00

Closing date: 21 SEPTEMBER 2023

TOTAL BID PRICE (INCLUDING 15% VAT)**R.....**

PHASES	EXPECTED DELIVERABLES	COST EXCLUDING 15% VAT
PHASE 1: Policy development that covers Project objectives, Overview Scope, Purpose, Alignment with relevant legislation and policies e.g. Development Charges Policy Framework; SPLUMA; Constitution; Municipal Systems Act, etc.	<ul style="list-style-type: none">• Comprehensive Development charges policy and systems	R.....
PHASE 2: Develop a set of principles and costing methodologies to calculate development charges, taking into consideration of methodologies and manuals	<ul style="list-style-type: none">• Principles and costing methodologies to calculate development charges per infrastructure class	R.....

PRICING SCHEDULE – FIRM PRICES

SBD3.1

PHASE 3: Staff training for the City of Matlosana Local Municipality (and all their municipalities) on implementation of the policy and financial model to calculate the development charges	<ul style="list-style-type: none"> Ability to implement the development charges policy and systems 	R.....
PHASE 4: Final Close-out Report	<ul style="list-style-type: none"> Close-out meeting and approval 	R.....
RETENTION		
SUB TOTAL		
15% VAT		
TOTAL BID PRICE		

Bid Name.....
Bid's Signature.....
Date.....

Any enquiries regarding bidding procedures may be directed to the –
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
PRIVATE BAG X74
MAHIKENG
2735

Query	Name	Contact Details
Technical	Mr Tukisetso Kopele	Tukisetso.Kopele@dalrdd.gov.za (018) 388 7016
Bid related	Ms Limakatso Makooa	Limakatso.Makooa@dalrdd.gov.za (018) 388 7198

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 **DECLARATION**

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

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

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

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

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically Disadvantaged individuals”** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
 - Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to invitations to tender:

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

2.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

2.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

(Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality <small>Dr Kenneth Kaunda District Municipality</small>	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
 - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

- 5.1 Will any portion of the contract be sub-contracted?
(***Tick applicable box***)

YES		NO	
-----	--	----	--

- 5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted:%
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:

- 6.2. Company registration number:

- 6.3. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

- 6.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying **quotation**:

(Description)

in response to the **request for quotation** 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 **Service Provider**)

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

6. The **Service Provider** has arrived at the accompanying **RFQ** independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive **RFQ**.
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 **RFQ**;
 - (e) the submission of a **RFQ** which does not meet **the description and quantity of goods required**;
 - (f) **competing** with the intention not to win the **RFQ**
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 **request for quotation** relates.
9. The terms of the accompanying **RFQ** have not been, and will not be, disclosed by the **Service Provider** directly or indirectly, to any competitor, prior to the date and time **when the generated Purchase Order is issued**.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to **RFQs and RFQs** 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 **Service Provider**



CHIEF DIRECTORATE: NORTH WEST PROVINCIAL SHARED SERVICE CENTRE

Cnr James Moroka & Sekame Drive, West Gallery, Megacity, Mmabatho 2735; Private Bag X 74, Mahikeng, 2745. Tel +27 (0) 18 388 7042

Eng: Mr T. Kopela
Tel: 018 388 7016

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGES POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

1. INTRODUCTION

- 1.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) requires the services of a qualified firm or consortium to formulate **City of Matlosana Development Charges Policy, Tools & Implementation** in North West Province.

2. PROJECT DEFINITION & OBJECTIVES

- 2.1. Spatial Planning and Land Use Management Act, Act 16 of 2013 has brought a very progressive approach to spatial planning and land use management in the country. This also has positive significant in the manager in which land use and management has been undertaken by various sphere of government.
- 2.2. Section 49 of the Spatial Planning and Land Use Management Act No. 16 of 2013 puts provision of engineering services on development agenda. The municipal SPLUM By-law also make reference to this in the form of development charges. The sad part is that the approach on provision of engineering services and development charges is not guided by any policy or tools in all NW Municipalities.
- 2.3. The objectives are to provide a sustainable and equitable framework for the financing of infrastructure assets and to ensure that:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGE POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

- a) Municipalities are able to provide infrastructure assets in a timely and sufficient manner to support land development;
- b) Development charges complement other sources of infrastructure finance available to the Municipality and are not utilised as a general revenue source;
- c) Develop a set of principles and costing methodology for various types of infrastructure that is best suitable for iLembe district wide, that will enable municipalities to set appropriate development charges in a predictable, transparent and fair manner.
- d) Development charges are managed in a predictable, fair and transparent manner; and
- e) Litigation in the administration of development charges is minimised.

2.4. The overall objective of this assignment is to develop a standard policy and systems for development charges for implementation by **City of Matlosana Local Municipality** that address the above-mentioned objectives, in compliance with all relevant legislations, thereby creating an enabling environment for local economic development.

3. MATTERS TO BE ADDRESSED IN THE DEVELOPMENT CHARGES POLICY, TOOLS & IMPLEMENTATION

3.1. To produce the above project deliverables, the following activities will be necessary:

3.1.1. Consult with relevant stakeholders within the municipality on planning and development including local economic development on the structure and outputs of the project.

3.1.2. Consult with Municipal Infrastructure working group to establish future infrastructure development within City of Matlosana Local Municipality.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGE POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

- 3.1.3. Develop an Inception Report setting out a detailed project plan in consultation with the PCU.
- 3.1.4. Liaise with National Treasury regarding the current revision of the Development Charges Policy Framework.
- 3.1.5. Consider relevant methodologies and manuals including Committee of Transport Officials (COTO) e.g. TMH 15 (South African Engineering Service Contribution Manual for Municipal Road Infrastructure) and TMH17 (South African Trip Data Manual)
- 3.1.6. Gather a full set of information on how other municipalities manage development charges.
- 3.1.7. Assess status of the manner in which development is managed within municipalities' and how infrastructure is financed.
- 3.1.8. Work with relevant staff in each municipality to develop and produce well informed policy and systems on the following:
 - a) Develop a policy and systems that will enhance revenue streams for financing municipal infrastructure;
 - b) Create uniformity across municipalities on the application of development charges which will eliminate unfair competition/and or treatment of developers;
 - c) Ability to provide infrastructure in a timely and sufficient manner to support land development;
 - d) Clearly define development charges in relations to external and internal bulk infrastructure (Water, Sanitation, Roads and Stormwater, electricity etc);
 - e) Alignment with external bulk services providers such as Eskom and Water Boards (e.g. Midvaal/ Rand Water) amongst others;

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGE POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

- f) Set out principles for calculation of the development charges;
- g) Provide for appropriate flexibility on payment of the development charges;
- h) Provide flexibility for municipalities to provide rebates and exemptions; and
- i) Clarify the reporting and accounting principles of the proceeds from the development charges' contributions.
- j) Develop training approaches and material that can be replicated by the municipalities themselves and be used after the consultants' work is over.

3.1.9. The above list is not exhaustive, bidders are invited to propose alternate and additional activities in order to achieve the desired outputs and outcomes.

4. DEVELOPMENT CAHRGES POLICY, TOOLS & IMPLEMENTATION PLANNING PROCESS

4.1. The formulation of **City of Matlosana Development Charges Policy, Tools and Implementation** in terms of this Project should ideally follow the following phases and steps:-

ACTIVITY	OUTCOME	%	TIME FRAMES	SUBMISSION OUTPUT
Phase 0: Finalisation of Project Plan	Approved Project Plan	10%	1 Month	Inception Report
Phase 1: Policy development that covers Project objectives, Overview Scope, Purpose, Alignment with relevant legislation and policies e.g. Development Charges Policy Framework; SPLUMA; Constitution; Municipal Systems Act, etc.	Comprehensive Development charges policy and systems	30%	2 Month	Final Report
Phase 2: Develop a set of principles and costing methodologies to calculate development charges, taking into consideration of methodologies and manuals	Principles and costing methodologies to calculate development charges per infrastructure class.	20%	1 Month	Final Report

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGE POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

Phase 3: Staff training for the City of Matlosana Local Municipality (and all their municipalities) on implementation of the policy and financial model to calculate the development charges	Ability to implement the development charges policy and systems.	20%	1 Month	Draft & Final Report
Phase 4: Final Close-out Report	Close-out meeting and approval	10%	1 Month	Final Report
		100%	6 months	

5. DELIVERABLES

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

5.1.1. Final Report of **City of Matlosana Development Charges Policy, Tools and Implementation** (per municipality) in digital format and a full colour hard copy, must also be supplemented by:

- a) Roll-up Banner x 4;
- b) Posters x 4; and
- c) Booklets x 50

5.1.2. Electronic documents/ reports per phase as per programme of action must be made available.

5.1.3. All tools (automated excel spread sheets, software and necessary licenses) shall be availed for immediate and future use by the implementing municipalities

5.1.4. All spatial information collected should be submitted in GIS capable file format (shapefile, geodatabase, layer file, data package, mxd files, ArcPro project 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

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGE POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

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

5.1.5. The **Development Charges Policy, Tools and Implementation Report** should present the results of technical analyses of data that address the matters set out in **Paragraph 3** of this ToR; and

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

6. SOLUTION PARAMETERS / INFORMATION GATHERING

6.1. The successful Service Provider is expected to make contact with all the relevant and required officials and units within and outside government to obtain relevant information that is required for the project. Existing information on SPLUM By-laws, Tariffs, SDFs/ Local Plans which are available within DALRRD generally will be made available to the successful service provider. ***However, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.***

6.2. In order to deliver on the following deliverables, the **Development Charges Policy, Tools and Implementation** should be in the form of text, maps, graphics and photographs. A tabular format shall be used for the purpose of summarising the information collected.

6.3. It is recommended that more visual representation (maps, graphics and photographs) form the bulk part of the spatial analysis/current reality and the

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGE POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

conceptual framework section of the Development Charges Policy, Tools and Implementation. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.

- 6.4. Submissions should be in the form of both hard and electronic versions of the **Development Charges Policy, Tools and Implementation**. All spatial information collected should be submitted in GIS capable file format (shapefile, geodatabase, layer file, data package, mxd files, ArcPro project files) for use in a GIS. The shapefiles must have clear metadata that differentiates each **Development Charges Policy, Tools and Implementation** construct and its purpose, for example a service node shapefile should have an attribute called "description" with the value "service node".

- 6.5. The municipality and DALRRD will comment and send it to the service provider for amendment purposes.

7. PROJECT TIME FRAME

- 7.1. It is expected that the project will be completed within six (6) months from the date of appointment. All relevant documentation will be provided to the Service provider

8. CONTENTS OF THE PROJECT PROPOSAL

- 8.1. A clear and concise project proposal covering the aspect listed below is required;
- a) An executive summary.
 - b) A project plan.
 - c) The proposed methodology should indicate a detailed list of data to be gathered and how it will be processed. The methodology should also indicate the project milestones that will be used to measure the project progress.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGE POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

- d) The approach should be costs saving yet achieve the highest value for money
- e) The names and CV's containing detailed information on relevant experiences of all the persons who will be directly contributing to the project, and their roles thereof.
- f) Evidential and documentary proof of professional qualification, registration and affiliation. For instance, if a team member claims to be a Town Planner, a copy of the registration with the South African Council for Planners (SACPLAN) is required, and in the case of a person who claims to be a Professional Engineer, a proof of membership with the Engineering Council of South Africa.
- g) Any shortcomings in the study specifications, how these must to be addressed and the cost implications thereof.
- h) All-inclusive costing model.
- i) The following technical information must be submitted with the Bid proposal:
 - i. Years of experience of each resource;
 - ii. Relevant professional experience during the last five years;
 - iii. Organisational, managerial and technical ability;
 - iv. Key Personnel and Resources;
 - v. Technical backup;
 - vi. Full CV's of all members of the Team
 - vii. Relevant Equipment and Software competence and capability;
 - viii. Client References; and
 - ix. Associations and Professional Affiliations.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGE POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

9. BUDGET

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

10. PROJECT MANAGEMENT WITHIN DALRRD

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

11. ELIGIBILITY CRITERIA

11.1. Mandatory Requirements

- a) 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 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 (ECSA) and registered with the Council; Land Surveyors must hold qualification as may be recognised by the South African Geomatics Council (SAGC) and registered with the Council; and
- b) Key member or Team Leader must hold appropriate qualification, practice experience and professional membership as Town & Regional Planner registered with South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002 **as a Professional Planner [minimum 4 years post registration relevant experience];**

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGE POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

- c) **Project Team to consists of at least:** 1 x System Developer (IT) – Diploma or BSc Degree in Computer Science; 1 x Town and Regional Planner (Registered with SACPLAN); 1 x Civil Engineer (Registered with ECSA); 1 x Professional Quantity Surveyor (SACQSP); 1 x GIS (Registration with SAGC as Geomatics Professional); and
- d) 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).
- e) Pricing schedule must be attached and duly signed by the authorised person

12. FINANCIAL PENALTIES

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

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

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

MILESTONE	% PAYMENT	5 DAYS OVERDUE	10 DAYS OVERDUE	15 DAYS OVERDUE	30 DAYS OVERDUE	MORE THAN 30 DAYS OVERDUE
Phase 0: Preparatory and Project Inception	10%	10%	25%	50%	75%	100%
Phase 1: Policy Developed	30%	10%	25%	50%	75%	100%
Phase 2: Develop a Financial Model to Calculate Development Charges	20%	20%	40%	60%	80%	100%

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGE POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

12.3. Payments will be made only for work performed to the satisfaction of the DALRRD. Financial penalties will be imposed if the output produced does not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

12.4. Original invoices to substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project and for what purpose those hours were spent, and to what extent the objectives were achieved. No copies or e-mailed invoices will be processed.

13. HUMAN RESOURCES FOR THE PROJECT

13.1. The service provider is expected to provide information on available human resource capacity that will be **directly** involved **per project**, including but not limited to: full CV, indicating relevant qualifications and experience as required by this Terms of Reference; full contact details (office, fax and cell-phone, and email).

13.2. Staffing requirements identified on the onset of the project shall remain unchanged for the duration of the project, unless prior written consent has been granted by the DALRRD.

13.3. Where a firm or a person is found suitable to be contracted for the development of more than one Precinct Plan and the projects are to run concurrently, the Department is entitled to request and require additional guarantees that the firm resources to be deployed to these projects are sufficient in terms of handling the multiple projects.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGE POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

- 13.4. All team members that will be directly involved in the project may, at the sole discretion of the Chief Director: Planning Facilitation, be expected to attend all progress report meetings as scheduled. Due to the urgency of the project, time is of essence to this process and all work shall be submitted **as and when due**. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.
- 13.5. Strategic Planning including scenarios and futures planning; and
- 13.6. Advanced understanding of three-dimensional form and space in cities and settlements, and the relationship of this form to land, context, society and history; and
- 13.7. Thorough understanding of political environment and Intergovernmental Relations Framework; and
- 13.8. Research, analytical, report writing, presentation and communication skills.

14. EXTRA WORK

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

15. REPORTING AND ACCOUNTABILITY

- 15.1. During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the project team managing the service provider.
- 15.2. All electronic and hard copy information captured/utilised to provide the output of the project remains the property of DALRRD. This data should be surrendered to the department at the end of the project, and it cannot be used or shared, whether for profit or otherwise with any other party, without written permission

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGE POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

from DALRRD. DALRRD will retain copyright and all associated intellectual rights relating to the project.

15.3. The project will be signed off by the Director: Spatial Planning and Land Use Management when:

- All the end products (refer to list) have been delivered and
- The Chief Director: NW PSSC is satisfied that all requirements have been met.

16. EVALUATION CRITERIA

16.1. The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price maximum of 20 points will be awarded for attaining Broad-Based Black Economic Empowerment (B-BBEE) status level contribution.

16.2. 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.

16.3. **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.

All service providers who scored less than 70 out of 100 points for functionality will not be considered further.

The applicable values that will be utilized when scoring each criterion ranges from: 1 being poor, 2 being average, 3 being good and 4 being excellent.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGE POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
RESOURCES	<p>The project leader must be a Town & Regional Planner registered with South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002 as a Professional Planner with minimum 4 years post registration relevant experience in managing and coordinating a multi-disciplinary project (Project Management skills). Proof of valid registration in good standing with SACPLAN;</p> <p>- Attach CV with a detailed profile of previous work done:</p> <ul style="list-style-type: none"> ❖ CV attached with 15 or more years' experience: score 4 ❖ CV attached with 7-14 years' experience: score 3 ❖ CV attached with 5 – 6 years' experience: score 2 ❖ CV attached with 4 years' experience: score 1 	30
	<p>Composition of technical team to be utilised in the execution of the project; (CV's clearly indicating relevant skills, knowledge, qualifications and professional registration must be attached) in town planning; rural development, infrastructure planning, socio-economic analysis, economics, development planning, geographic information science, information technology, spatial econometrics and project management:</p> <ul style="list-style-type: none"> • 1 x Town and Regional Planner (SACPLAN Registered Professional) • 1 x GISc Practitioner (SAGC Registered Geomatics Professional), • 1 x Agricultural Specialist (Registered with SACNASP and specialization in Crop/ Animal field), • 1 x Economist (Degree in Economics, Agricultural Economics), • 1 x Environmentalist (Registered with Professional Body i.e. SACNASP/ EAPASA) <ul style="list-style-type: none"> ❖ Provision of 5 different professional staff from the above categories with 10 years and more of relevant experience and qualifications: score 4 ❖ Provision of 5 different professional staff from above categories with 6-9 years of relevant experience and qualifications: score 3 ❖ Provision of 5 different professional staff from any of the above categories with 3-5 years of relevant experience and qualifications: score 2 ❖ Provision of 5 different professional staff from any of the above categories with 0-2 years of relevant experience and qualifications: 	20

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGE POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

	<p>score 1</p> <ul style="list-style-type: none"> ❖ Provision of less than 5 different professional staff from any of the above categories: score 1 	
<p>CAPABILITY (Proof of company experience must be clearly and distinctly indicated)</p>	<p>Recent experience - must attach signed Completion Certificate/ Letter (on client's letterhead) from previous clients confirming project conclusion (in the case of sub-contracting, a completion certificate of main client must be attached), in:</p> <p>Development Charges Policy, Tool and Implementation</p> <ul style="list-style-type: none"> ❖ 4 Project: score 4 ❖ 3 Project: score 3 ❖ 2 Project: score 2 ❖ 0 – 1 SDF/ Precinct Plan: score 1 	40
<p>METHODOLOGY AND PROJECT MANAGEMENT</p>	<p>A detailed of approach and methodology that may be employed to tackle and execute specific assignments as per the project scope of work.</p> <ul style="list-style-type: none"> • Appropriateness of proposed approach and methodology • The degree to which the methodology proposed is sound, professional, realistic and logical. • Method and clarity regarding presentation of the final outputs of the project; • Programme with clear timelines and output • Indicators and means of verifying progress. • Quality assurance steps indicated • Clear reporting mechanism <ul style="list-style-type: none"> ❖ Methodology and propose plan <u>exceptionally</u> specify the manner in which the project will be delivered and indicate additional value adds: score 4 ❖ Methodology and propose plan <u>adequately specified all</u> requirements in the ToR and is acceptable for implementation: score 3 ❖ Methodology and propose plan adequately address <u>most</u> of the requirements in the ToR: score 2 ❖ Methodology and propose plan <u>inadequately and poorly</u> address requirements in the ToR: score 1 	10
<p>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</p>		100

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

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGE POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

16.4. 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.

16.5. 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.
- Apply the 80/20 Preference Point system where a maximum of Eighty (80) tender adjudication points be awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2022

POINTS AWARDED FOR PRICE

A maximum of 80 points is allocated for price on the following basis: **80/20**

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table below. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP CITY OF MATLOSANA DEVELOPMENT CHARGE POLICY, TOOLS & IMPLEMENTATION WITHIN A PERIOD OF SIX (6) MONTHS IN THE NORTH WEST PROVINCE

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Youth	3		
V. Specific goal: Locality (Dr Kenneth Kaunda District Municipality)	3		

Only proposals with the highest number of points scored in respect of the goals contemplated above and points scored for price may be selected.

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The Department of Agriculture, Land Reform and Rural Development reserves the right not to award the bid to any service provider, or to various Service Providers.

17. TERMS AND CONDITIONS OF THE BID

- 17.1. Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management's general contract conditions. The DALRRD and Service Provider will sign a Services Level Agreement upon appointment.
- 17.2. The service provider should commence with the project within five (5) days after receiving the letter of appointment and the service level agreement signed.
- 17.3. During the execution of the project, the service provider is required to give reports on the progress of the project. 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.
- 17.4. Any deviation from the project plan should be put in writing and signed by the project manager.
- 17.5. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 17.6. Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 17.7. When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at

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no charge to DALRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DALRRD.

18. OUTCLAUSE

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

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

19. PROJECT LOCATION

19.1. One Service provider or a consortium may tender according to their capacity, skills, and competence, respectively. Map extents of all project sites must be sourced from Directorate: Spatial Planning and Land Use Management - North West PSSC Office.

20. PUBLICATION

- e-Tender
- DALRRD Website

21. ADVERT TENDER PERIOD

- 21 calendar days

22. BRIEFING SESSION

- No Briefing Session will be conducted

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23. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

Attention: Hope Malema
Telephone: 018 388 7185
Email: HopeMa@dalrrd.gov.za

Attention: Pogiso Golele
Telephone: 018 388 7096
Email: Pogiso.Golele@dalrrd.gov.za

Supply Chain Management Enquiries

Attention: Ms Limakatso Makooa
Telephone: 018 388 7198
Email: Limakatso.Makooa@dalrrd.gov.za
