

**NW-TEN02(002) 2022/2023**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP TWO PRECINCT PLANS FOR MAHIKENG LOCAL MUNICIPALITY WITHIN A PERIOD OF SIX (06) MONTHS IN THE NORTH WEST PROVINCE**

**THERE WILL BE NO BRIEFING SESSION**

**CLOSING DATE: 20 OCTOBER 2022 AT 11H00**

**TECHNICAL ENQUIRIES : MR TUKISETSO KOPELA**

**TEL** : Tel. (018) 388 7017  
**EMAIL** : Tukisetso.Kopela@dalrrd.gov.za

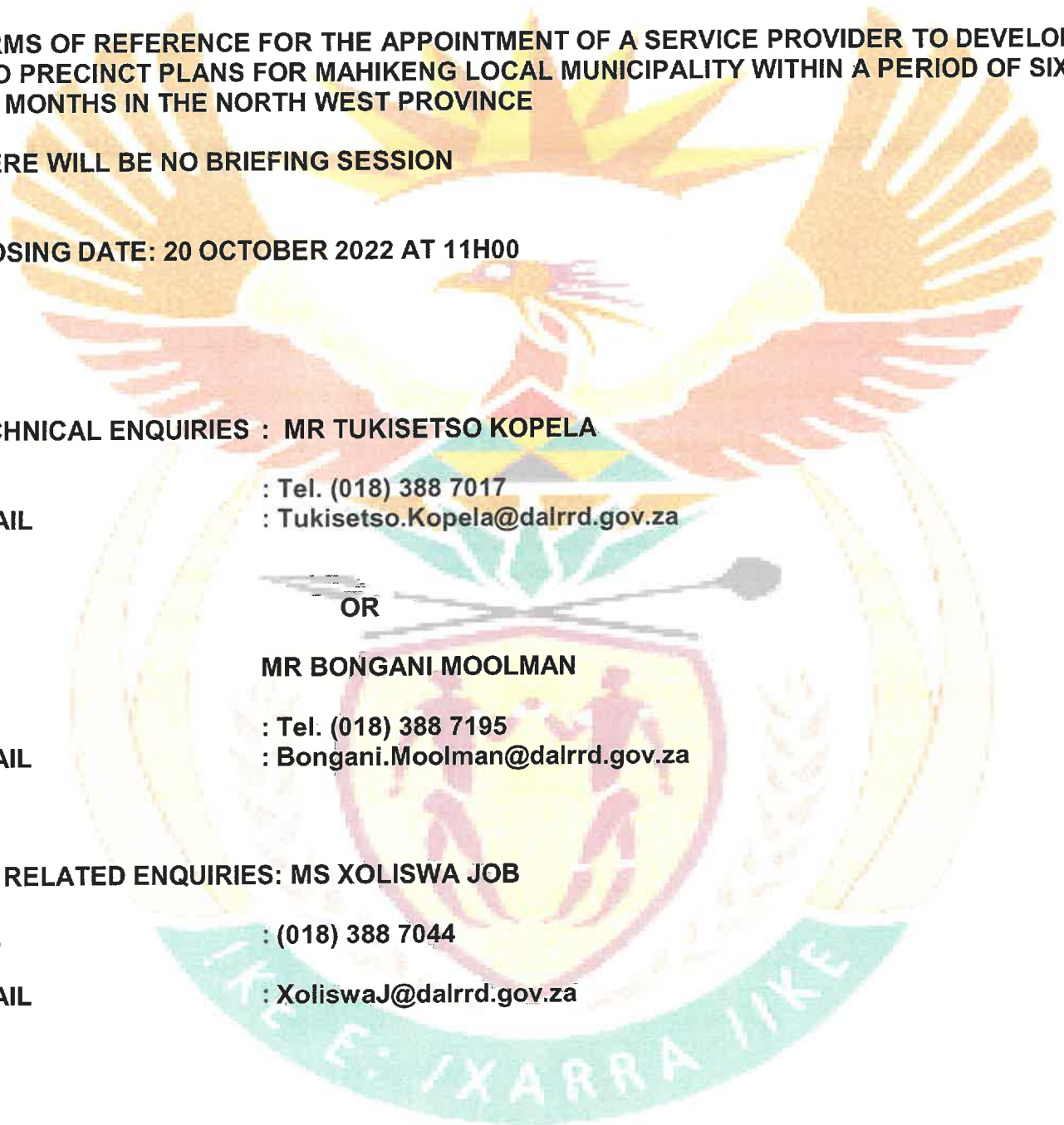
**OR**

**MR BONGANI MOOLMAN**

**TEL** : Tel. (018) 388 7195  
**EMAIL** : Bongani.Moolman@dalrrd.gov.za

**BID RELATED ENQUIRIES: MS XOLISWA JOB**

**TEL** : (018) 388 7044  
**EMAIL** : XoliswaJ@dalrrd.gov.za



## LA 1.1



### agriculture, land reform & rural development

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

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

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

**BID NUMBER:** NW-TEN02(002)22/23

**CLOSING TIME:** 11H00

**CLOSING DATE:** 20 OCTOBER 2022

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 LA1.2 & A 1.1, LA 1.3, General Contract Conditions (GCC), SBD1, SBD2, SBD 3.3, SBD4, SBD6.1, SBD 8, SBD9 and Terms of reference (TOR)
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
- 4.
5. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
6. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

**SIGNED**  
**ACQUISITION MANAGEMENT**  
**DATE: 30 SEPTEMBER 2022**

LA 1.3

**MAP TO BIDDER BOX (B BOX)**

**TENDER NO: NW-TEN02(002) 2022/2023 CLOSING DATE: 20 OCTOBER 2022 AT 11H00**

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM)**

**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 of the

**Department of Agriculture, Land Reform and Rural Development  
Acquisition Management  
(BIDS)  
CORNER JAMES MOROKA & SEKAME DRIVE  
GROUND FLOOR,  
MEGACITY,  
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 BID.**

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

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE**

## 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: .....

## **Annexure A**

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**

### **NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance with 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 markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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



- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 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 (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	NW-TEN02(002)22/23	CLOSING DATE:	20 OCTOBER 2022	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP TWO PRECINCT PLANS FOR MAHIKENG LOCAL MUNICIPALITY WITHIN A PERIOD OF SIX (06) MONTHS IN THE NORTH WEST PROVINCE				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
CORNER JAMES MOROKA & SEKAME DRIVE					
GROUND FLOOR, MEGA CITY WEST GALLERY					
MMABATHO, 2735					
<b>SUPPLIER INFORMATION</b>					
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:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 XOLISWA JOB		CONTACT PERSON		MR TUKISETSO KOPELA
TELEPHONE NUMBER	(018) 388 7000		TELEPHONE NUMBER		Tel. (018) 388 7017
E-MAIL ADDRESS	XoliswaJ@dalrrd.gov.za		E-MAIL ADDRESS		Tukisetso.Kopela@dalrrd.gov.za

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	

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

**CENTRAL SUPPLIER DATABASE (CSD) NUMBER:** .....

## 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](http://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](http://www.sars.gov.za).



TAX CLEARANCE

TCC 001

**Application for a Tax Clearance Certificate****Purpose**

Select the applicable option

Tenders

Good standing

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


**Particulars of applicant**Name/Legal name  
(Initials & Surname  
or registered name)Trading name  
(if applicable)

ID/Passport no

Company/Close Corp.  
registered no

Income Tax ref no

PAYE ref no

VAT registration no

SDL ref no

Customs code

UIF ref no

Telephone no

Fax  
no

E-mail address

Physical address

Postal address

**Particulars of representative (Public Officer/Trustee/Partner)**

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax  
no

E-mail address

Physical address



**Particulars of tender** (If applicable)

Tender number

Estimated Tender  
amountExpected duration  
of the tender

year(s)

**Particulars of the 3 largest contracts previously awarded**

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

**Audit**

Are you currently aware of any Audit investigation against you/the company?  
If "YES" provide details

YES

NO

**Appointment of representative/agent (Power of Attorney)**

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

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

Signature of representative/agent

Date

Name of  
representative/  
agent

**Declaration**

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

Signature of applicant/Public Officer

Date

Name of applicant/  
Public Officer

**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

## 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 interest<sup>1</sup> 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

<sup>1</sup> 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 consortium<sup>2</sup> 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

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

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

## Where

**P<sub>s</sub>** = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

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

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

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

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT ..... registration  
number:.....

8.3 Company ..... registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;  
 ii) The preference points claimed are in accordance with the General Conditions as  
indicated in paragraph 1 of this form;



- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES	
1.	.....
2.	.....

SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS	.....
	.....
	.....

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		



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

SBD 8

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

Js365bW

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

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

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



## agriculture, land reform & rural development

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

CHIEF DIRECTORATE: NORTH WEST PROVINCIAL SHARED SERVICE CENTRE  
CNR JAMES MOROKA & SEKAME DRIVE, WEST GALERRY, MEGACITY, MMABATHO 2735  
PRIVATE BAG X 74, MAHIKENG, 2745. TEL +27 (0) 18 388 7042

Enq: Mr T. Kopela  
Tel: 018 388 7016

### **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP TWO PRECINCT PLANS FOR MAHIKENG LOCAL MUNICIPALITY WITHIN A PERIOD OF SIX (06) MONTHS IN THE NORTH WEST PROVINCE**

#### **1. INTRODUCTION**

The Department of Agriculture, Land Reform and Rural Development and Land Reform (DALRRD) requires the services of one (1) or a consortium of suitably qualified firms to develop Precinct Plans for Mahikeng Local Municipality in North West Province. The two precinct plans are; Mooifontein Farmer Production Support Unit & Ramatlabama Border Post.

#### **2. PROJECT DEFINITION & OBJECTIVES**

- 2.1. Precincts are not necessarily formal administrative areas in terms of current planning legislation or policies. Precinct commonly refers in planning to a geographically smaller area with specific characteristics that requires detailed planning within the broader administrative boundaries of a municipality and the exact size of precincts will thus vary. Similarly, the precinct is a spatially explicit area within a municipal area that is subject to particular administrative arrangements to protect and promote rural and regional landscape values and supporting activities within the precinct. The precinct must be identified and delineated using cadastral maps and boundaries showing those land parcels that fall within and outside the precinct.
- 2.2. The precinct can be developed to provide a new desired development pattern to a functionally obsolete area, alter existing land use disparities, protect and promote existing predominant or preferred future dominant land uses and associated ancillary or compatible land uses. Example of core attributes a precinct plan should protect and promote includes:

- A sense of place;

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP PRECINCT PLANS IN MAHIKENG LOCAL MUNICIPALITY WITHIN SIX (06) MONTHS IN THE NORTH WEST PROVINCE**

- Functional built environment to promote:
    - Accessibility-paths and linkages
    - Equity-even distribution of resources
    - Integration- place making
    - Functionality-compatibility of land use activities
  - Sustainability-social, economic, institutional enhancement and environmental protection
  - Economic activities and opportunities;
  - Agriculture;
  - Intensive animal production;
  - forestry;
  - Water resources, availability, use and management;
  - Rural or eco-tourism;
- 2.3. A precinct plan is a planning tool that sets out a vision for the future development of a place. It establishes a planning and management framework to guide development and land-use change and aims to achieve environmental, social and economic objectives.
- 2.4. A Precinct Plan such as is required by this project should take in to account all of the issues affecting an area, including its buildings and spaces, land uses, activities and transport. An essential aspect of the precinct planning process is feedback from the community on how the area should evolve. An important phase of the precinct planning process requires consultation with the community, residents, businesses and the development industry to determine the best outcome for the precinct area.
- 2.5. Each precinct plan requires detailed and ongoing consultation with relevant stakeholders and its local community. From the background research, analysis and consultation, the precinct plan determines what is working well in an area and how this can be enhanced, as well as how the area can grow and change in the future. It provides clear strategies and detailed actions for how this can be achieved through the implementation of the Precinct Plan over time
- 2.6. The precinct plan will inform interventions by both the public and private sectors in order to facilitate economic growth and development through social, spatial and economic development and/or regeneration and appropriate density and land-use interventions in

*Terms of Reference for Precinct Plans in Mahikeng Local Municipality in the North West Province*

## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP PRECINCT PLANS IN MAHIKENG LOCAL MUNICIPALITY WITHIN SIX (06) MONTHS IN THE NORTH WEST PROVINCE**

this nodal area(s). The aim is to initiate, stabilize, consolidate and promote economic development in the precinct and to enhance business efficiencies and opportunities as a response to various government initiatives by proposing appropriate land-use interventions or densities within this nodal area.

- 2.7. The proposals in the precinct plan should inform the overall development of the precinct in terms of medium to long-term strategic interventions needed to promote the development of spatially and economically integrated precincts that are attractive, efficient, convenient, safe and effectively managed. The interventions will also promote restructuring, sustainable communities, economic development, poverty alleviation and environmental sustainability.
- 2.8. The primary aim of a precinct plan is the arrangement of land use and infrastructure associated with the needs of specific communities within administrative regions. It integrates transportation, environment, education, economic development, social, residential development and other developmental requirements. Development needs, opportunities and priorities are identified. It is a process that is community-based and driven.
- 2.9. The required precinct plan must:-
  - 2.9.1. Give effect to the development principles contained in the Spatial Planning and Land Use Management Act No. 16 of 2013 including:-
    - (i) Spatial Justice;
    - (ii) Spatial Sustainability;
    - (iii) Efficiency;
    - (iv) Spatial Resilience; and
    - (v) Good Administration
  - 2.9.2. Set out objectives that reflect desired spatial form of the rural municipality;
  - 2.9.3. Contain strategies, policies and plans which must-
    - (i) Indicate desired patterns of land use within the precinct;
    - (ii) Address the spatial reconstruction of the location and nature of development within the identified precinct; and



# **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP PRECINCT PLANS IN MAHIKENG LOCAL MUNICIPALITY WITHIN SIX (06) MONTHS IN THE NORTH WEST PROVINCE**

- (iii) Provide strategic guidance in respect of the nature of development within the precinct.
- 2.9.4. Set out basic guidelines for land use management system in the precinct;
- 2.9.5. Identify programs and projects and restructuring elements for development of land within the precinct;
- 2.9.6. Provide a visual representation of the desired spatial form of the precinct which representation:
  - (i) Must indicate where public and private land development and infrastructure investment should take place;
  - (ii) Must indicate desired or undesired utilisation of space in the particular area;
  - (iii) May delineate the land use parcels and precincts;
  - (iv) Must identify areas where strategic intervention is required; and
  - (v) Must provide urban design interventions and guidelines to enhance the aesthetic appeal.
- 2.10. The Precinct Plan should demonstrate the relationship between the precinct planning intent and other planning initiatives, plans and policies such as integrated development plans, local economic development strategies, district rural development plans, natural resource management plans and environmental management strategies and should encourage and support rural economic development opportunities.
- 3. MATTERS TO BE ADDRESSED IN THE PRECINCT PLAN & FORMALISATION**
- 3.1. The Precinct Plan should include proposals to form the basis of a land use scheme or proposed amendments to an existing land use scheme that are required to establish and manage the precinct(s), such as:

- Land use controls to protect and promote regional landscape values and rural industries and economic activities within the precinct;
- Levels of development assessment for land use changes within the precinct;
- Modified controls to promote opportunities to diversify, innovate and value-add to activities within the precinct;
- Options to prevent incompatible land uses within the precinct;

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## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP PRECINCT PLANS IN MAHIKENG LOCAL MUNICIPALITY WITHIN SIX (06) MONTHS IN THE NORTH WEST PROVINCE**

- Identifying key areas where the precinct can sustain rural industry;
  - Preventing inappropriate fragmentation of land; and
  - Development proposals to protect or promote compatible development within the precinct.
- 3.2. The Precinct Plan should detail the type, location, size and configuration of the proposed precinct. Depending on these factors, some of the matters discussed in section 2 of this ToR may have more or less relevance to the proposed precinct. The Precinct Plan should indicate the relevance of each matter and detail how relevant matters have been addressed.
- 3.3. Enhancing infrastructure and investment opportunities for rural activities. The Precinct Plan should identify opportunities to coordinate and integrate rural and urban planning, especially planning for local and regional infrastructure. This information can be used to assist in prioritizing infrastructure options such as transport networks and water supply systems. The Precinct Plan should improve the exchange of benefits of regional and local infrastructure between urban areas and rural precincts.
- 3.4. Enabling rural industries to diversify, adjust, innovate and value-add. The Precinct Plan should include strategies and actions that support the diversification of compatible activities, encourage innovative land-use planning and management, assist in implementing adjustment strategies, or add value to activities within a rural precinct.
- 3.5. Identifying alternative economic uses of rural land. The Precinct Plan should aid in identifying alternative economic uses of rural land by establishing a vision and identifying economic, social and environmental opportunities and constraints to improve the profitability and sustainability of natural resource use in the precinct.
- 3.6. Protecting and promoting productive activities with the precinct and associated regional landscape values within the precinct. The Precinct Plan should aid in identifying strategies and actions that protect and promote productive activities, including the range

## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP PRECINCT PLANS IN MAHIKENG LOCAL MUNICIPALITY WITHIN SIX (06) MONTHS IN THE NORTH WEST PROVINCE**

of landscape values supported by the particular precinct. In addition, the Precinct Plan should help identify opportunities and constraints to promote the ecologically sustainable development of the natural resources within the precinct.

- 3.7 Sustaining benefits to the community derived from the natural environment. The Rural Precinct Plan should protect the environmental and natural resource values of the rural area by protecting or promoting activities that employ best practice management, maintain or enhance ecosystem services, and/or implement regional natural resource management plans.
- 3.8 The precinct plans should identify how the proposed planning scheme amendments achieve the planning intent for the rural precinct(s) by describing how the proposed assessment tables, planning and subdivision controls, and any land-use restrictions satisfy the matters listed above.
- 3.9 Management and Implementation strategies. This section should identify how other planning and management initiatives contribute to achieving the planning intent of the rural precinct(s) and the matters listed above.

### **4. PRECINCT PLANNING PROCESS**

The development of the Precinct Plan in terms of this Project should ideally follow the following phases and steps:-

#### **Phases:**

<b>PHASES</b>	<b>% PAYABLE</b>	<b>TIME FRAMES</b>	<b>SUBMISSION OUTPUT</b>
<b>Phase 0: Preparatory</b>	0%	0 Week	INCEPTION REPORT
<b>Phase 1: Data Collection &amp; Analysis</b>	10%	1 Week	FINAL REPORT
<b>Phase 2: Spatial Challenges and Opportunities</b>	15%	2 Months	FINAL REPORT
<b>Phase 3: Precinct Plan Drafting</b>	35%	2 Months	DRAFT & FINAL

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<b>&amp; Draft Layout Plan</b>			REPORT
<b>Phase 4: Final Precinct Plan &amp; Layout Plan</b>	20%	1 Month	DRAFT & FINAL REPORT
<b>Phase 5: Approval (Precinct Plan)</b>	10%	2 Weeks	FINAL REPORT
<b>RETENTION</b>	10%	1 Week	APPROVED PRECINCT PLAN
	<b>100%</b>	<b>6 Months</b>	

**Step 1 – Inception (0 week)**

Liaise with relevant municipality and adjoining municipalities, government departments and other relevant stakeholders of the intent to develop a rural precinct plan and amend a Land Use Scheme. Delineate draft precincts as per municipality input and planning tools.

**Step 2 – Data Collection and Analysis (1 week)**

Undertake data collection and analysis of precinct environment, existing land use activities and land use management controls, and relevant matters and development issues, including targeted consultation with the municipality/ties, sector departments, adjoining municipalities and other stakeholders on the proposed initiatives for the identified area.

**Step 3 –Precinct Plan Drafting (2 months)**

Draft Precinct Plans, Planning Report and recommended amendments to the Land Use Scheme. These should include but not limited to a detailed indication of land uses and densities, existing and proposed built form (including historical and heritage sites), movement, public space, services, public amenities and infrastructure. A list of key interventions and projects including design interventions should also be a part of this stage.

# TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP PRECINCT PLANS IN MAHIKENG LOCAL MUNICIPALITY WITHIN SIX (06) MONTHS IN THE NORTH WEST PROVINCE

## **Step 4 – First Review**

Submit draft Rural Precinct Plan, Planning Report and draft Land Use Scheme amendments for review to the municipality to check on alignment with local principles, policies and plans. An electronic copy, in MS Word and GIS Data, of draft Precinct Plan and Planning Report should be submitted to DALRRD.

## **Step 5 – Incorporation of Amendments / Requirements**

Amend Draft A Precinct Plan, Planning Report and Draft Land Use Scheme amendments to include comments.

## **Step 6 – Public Notification**

Public notification and call for comments on the draft Precinct Plan and draft Land Use Scheme amendments for a minimum of 21 days.

## **Step 7 – Consideration of Submissions**

Consider all submissions and amend the draft Precinct Plan and draft Land Use Scheme accordingly.

## **Step 8 – Final Submission and Approval of Precinct Plan**

Submit the final Precinct Plan to the DALRRD for review and approval. Submit final planning scheme amendments to the municipality for approval and incorporation into the existing Land Use Scheme.

## **5. DELIVERABLES**

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

- The **Precinct Plan** with the map at an appropriate scale accompanied by:
- **Precinct Planning Report** that documents the results of technical studies, analyses and community consultation undertaken during the development of the

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Rural Precinct Plan; and demonstrates the consistency of the proposed rural precinct with the Spatial Development Framework and the Integrated Development Plan of the applicable municipality.

- Progress reports (per phases/ major components to be developed incrementally) and draft plans as the project progresses in digital format as a Microsoft Word Document.
- **List of implementation actions** which include how the Municipality intends to manage the rural precinct. This can include both statutory and non-statutory and non-statutory implementation measures.
- Final report in digital format and a full colour hard copy, must also be supplemented by:
  - Roll-up Banner X 4
  - Booklets x 50
  - Posters x 20
- A Detailed Site Development Plan (with 3D Prototype Depiction) and Layout Plan for each Precinct - A1 Laminated and electronic format.
- Model Depiction of the Precinct

5.2 The **Precinct Planning Report** presents the results of technical analyses of data that address the matters set out in Paragraph 3 of this ToR; and

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

5.3 Information that may be relevant for developing the Nodal Precinct Plan and to establish and manage a rural precinct includes the identification and/or analysis of:

- Existing precinct character;
- Land attributes and constraints (SWOT Analysis)

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- Geology and geotechnical characteristics (linked to developmental potential of precinct);
- Good quality agricultural land;
- Pastoral production land and non-agricultural land;
- Rural enterprises/economic development opportunities;
- Mining and extractive resources;
- Topography;
- Hydrology;
- Proximity to waterways, dams and other water resource infrastructure and supplies;
- Existing and future noise sources;
- Environmental hazard/risk;
- Nature conservation areas;
- Public utility network;
- Tourism/scenic amenity;
- Transport network including public transport networks;
- Other critical infrastructure;
- Relationship/proximity to towns & villages;
- Population and demographics
- Publicly accessible open space and recreation areas, networks/linkages
- Areas of cultural significance
- Land use (types of rural uses undertaken in precinct); and
- Consultation issues.

5.4 A list of implementation actions proposed to establish and manage a rural precinct should include:

- Proposed planning scheme amendments;
- Other implementation actions, such as collaborations with other organisations, including the linkages with, or dependence on, other actions or stakeholders;
- List of Key Projects;
- Prioritized list of developmental interventions and spatial location;

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- Cost and budget estimates;
- Timelines and phasing of development;
- Possible sources of finance;
- Implementation agent and their roles and responsibilities;
- Recommendations for the revision of existing policies or strategies, where necessary;
- Proposals on how the Precinct Plan can be used for the implementation of projects by Sector Departments;
- Institutional capacity recommendations;
- Proposals for handing over the project;
- Develop monitoring and evaluation tools to ensure that the Precinct Plan is implemented accordingly; and
- Proposals on how the Precinct Plan should be marketed to attract investment and implementation of projects by sector departments.

### 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 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 Precinct Plan 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 conceptual framework section of the Precinct Plan. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.



## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP PRECINCT PLANS IN MAHIKENG LOCAL MUNICIPALITY WITHIN SIX (06) MONTHS IN THE NORTH WEST PROVINCE**

- 6.4 Submissions should be in the form of both hard and electronic versions of the Precinct Plan. All spatial information collected should be submitted in GIS capable file format (shapefile, geodatabase, layer file, data package, mxd files) for use in a GIS. The shapefiles must have clear metadata that differentiates each Precinct Plan construct and its purpose, for example a service node shapefiles 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**

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**

A clear and concise project proposal covering the aspect listed below is required;

- i. An executive summary.
- ii. A project plan.
- iii. The proposed methodology should indicate a detailed list of data to be gathered and how it will be processed. The methodology should also indicate the project milestones that will be used to measure the project progress.
- iv. The approach should be costs saving yet achieve the highest value for money
- v. The names and CV's containing detailed information on relevant experiences of all the persons who will be **directly** contributing to the project, and their roles thereof.
- vi. Evidential and documentary proof of professional 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 an Urban Designer, a proof of membership of the Urban Design Institute or the qualifications relied upon is required.
- vii. Any shortcomings in the study specifications, how these ought to be addressed and the cost implications thereof.
- viii. All-inclusive costing model.

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# **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP PRECINCT PLANS IN MAHIKENG LOCAL MUNICIPALITY WITHIN SIX (06) MONTHS IN THE NORTH WEST PROVINCE**

ix. The following technical information must be submitted with the Bid proposal:

- Years of experience of each resource;
- Relevant professional experience during the last five years;
- Organisational, managerial and technical ability;
- Key Personnel and Resources;
- Technical backup;
- Full CV's of all members of the Team
- Relevant Equipment and Software competence and capability;
- Client References; and
- Associations and Professional Affiliations.

## **9. BUDGET**

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**

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 Precinct is located and any other person/s appointed by DALRRD.

## **11. MANDATORY REQUIREMENTS**

### **11.1. Mandatory Requirements:**

- i. 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 and registered with the Council; Land Surveyors must hold qualification as may be recognised by the South African Geomatics Council and registered with the Council;

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## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP PRECINCT PLANS IN MAHIKENG LOCAL MUNICIPALITY WITHIN SIX (06) MONTHS IN THE NORTH WEST PROVINCE**

- ii. **Project Team to consists of at least:** 1 x town and regional planning (Registered with SACPLAN)/ 1 x Urban Designer (Registration with Urban Design Institute of SA), 1 x GIS (Registration with SAGC as Geomatics Professional) , 1 x Agricultural specialist (Registered with SACNASP and specialization in Crop/ Animal field) and 1 x Environmentalist (Registered with a Professional Body i.e. SACNASP/ EAPASA); and
- iii. **Compliance with all Tax Clearance requirements:** Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- iv. 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).

### **11.2 Non-Mandatory Requirements**

- i. Strategic Planning including scenarios and futures planning; and
- ii. 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
- iii. Thorough understanding of political environment and Intergovernmental Relations Framework; and
- iv. Research, analytical, report writing, presentation and communication skills;

## **12. FINANCIAL PENALTIES**

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

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

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

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Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
Phase 0: Preparatory	0%	10%	25%	50%	75%	100%
Phase 1: Data Collection & Analysis	10%	10%	25%	50%	75%	100%
Phase 2: Spatial Challenges and Opportunities	15%	20%	40%	60%	80%	100%
Phase 3: Precinct Plan & Layout Plan Drafting	35%	20%	40%	60%	80%	100%
Phase 4: Final Precinct Plan & Layout Plan	20%	20%	40%	60%	80%	100%
Phase 5: Approval (Precinct Plan)	10%	20%	40%	60%	80%	100%
RETENTION	10%					
TOTAL	100%					

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).

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- 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.
- 13.4 All team members that will be directly involved in the project may, at the sole discretion of the Chief Director: Spatial Planning & Information, 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 at when due**. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

**14. EXTRA WORK**

Any costs for extra work by the service provider, incurred over and above this bid which, in the sole opinion of the Chief Director: Spatial Planning & Information 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 from DALRRD. DALRRD will retain copyright and all associated intellectual rights relating to the project.

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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.

### **15.4 Mandatory Requirements**

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

- Original Valid Tax Clearance Certificate issued by the South African Revenue Services (SARS), where consortium/joint ventures/ sub-contractor are involved, **each party to the association must submit a separate valid original Tax Clearance Certificate.**
- The service provider must attach a signed resolution or letter of authority for the person who will enter into a contract with the department.
- No briefing session

### **16. EVALUATION PROCEDURE**

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

#### **First Stage -Evaluation of Functionality**

The evaluation of the functionality will be done individually by Members of Bid Evaluation Committee in accordance with the following functionality criteria and values.

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

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

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

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
<b>RESOURCES</b>	<ul style="list-style-type: none"> <li>•The project leader must be a Town &amp; Regional Planner registered with South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002 <b>as a Professional Planner with minimum 6 years post registration relevant experience</b> in managing and coordinating a multi-disciplinary project (Project Management skills). Proof of registration with SACPLAN;</li> <li>- <b>Attach CV with a detailed profile of previous work done:</b> <ul style="list-style-type: none"> <li>❖ CV attached with 15 or more years' experience: <b>score 4</b></li> <li>❖ CV attached with 7-14 years' experience: <b>score 3</b></li> <li>❖ CV attached with 5 – 6 years' experience: <b>score 2</b></li> <li>❖ CV attached with 0 – 4 years' experience: <b>score 1</b></li> </ul> </li> </ul>	<b>30</b>

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	<ul style="list-style-type: none"> <li>• Composition of technical team to be utilised in the execution of the project; <b>(CV's clearly indicating relevant skills, knowledge, qualifications and professional registration must be attached)</b> in town planning; rural development, environmental planning and management, infrastructure planning, socio-economic analysis, agricultural economics, economic geography, agronomy, sociology, development planning, geographic Information science, Spatial econometrics and project management: <ul style="list-style-type: none"> <li>• 1 x Town and Regional Planner (Registered with SACPLAN)/ 1 x Urban Designer (Registration with Urban Design Institute of SA)</li> <li>• 1 x GIS (Registration with SAGC as Geomatics Professional),</li> <li>• 1 x Agricultural specialist (Registered with SACNASP and specialization in Crop/ Animal field)</li> <li>• 1 x Environmentalist (Registered with a Professional Body i.e. SACNASP/ EAPASA)</li> </ul> </li> <li>• Provision of 4 different professional staff from the above categories with 10 years and more of relevant experience and qualifications: <b>score 4</b></li> <li>• Provision of 4 different professional staff from above categories with 6-9 years of relevant experience and qualifications: <b>score 3</b></li> <li>• Provision of 4 different professional staff from any of the above categories with 3-5 years of relevant experience and qualifications: <b>score 2</b></li> <li>• Provision of 4 different professional staff from any of the above categories with 0-2 years of relevant experience and qualifications: <b>score 1</b></li> <li>• Provision of less than 4 different professional staff from any of the above categories: <b>score 1</b></li> </ul>	<b>20</b>
<b>CAPABILITY (Proof of company experience must be</b>	Recent experience - <b>must attach Completion Certificate/ Letter from previous clients confirming project conclusion</b> , in:	<b>40</b>
	<ul style="list-style-type: none"> <li>• Spatial Development Frameworks (SDF)/ Precinct Plans</li> </ul>	

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clearly and distinctly indicated)	<ul style="list-style-type: none"> <li>📌 4 SDFs/ Precinct Plans: <b>score 4</b></li> <li>📌 3 SDFs/ Precinct Plans: <b>score 3</b></li> <li>📌 2 SDFs/ Precinct Plans: <b>score 2</b></li> <li>📌 0 – 1 SDF/ Precinct Plan: <b>score 1</b></li> </ul>	
<b>METHODOLOGY AND PROJECT MANAGEMENT</b>	<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"> <li>- Appropriateness of proposed approach and methodology</li> <li>- The degree to which the methodology proposed is sound, professional, realistic and logical.</li> <li>- Method and clarity regarding presentation of the final outputs of the project;</li> <li>- Programme with clear timelines and output</li> <li>- Indicators and means of verifying progress.</li> <li>- Quality assurance steps indicated</li> <li>- Clear reporting mechanism</li> </ul> <ul style="list-style-type: none"> <li>📌 Methodology and propose plan <u>exceptionally</u> specify the manner in which the project will be delivered and indicate additional value adds- <b>(score 4)</b></li> <li>📌 Methodology and propose plan <u>adequately specified all</u> requirements in the ToR and is acceptable for implementation - <b>(score 3)</b></li> <li>📌 Methodology and propose plan adequately address <u>most</u> of the requirements in the ToR - <b>(score 2)</b></li> </ul> <p>Methodology and propose plan <u>inadequately</u> and poorly address requirements in the ToR - <b>(score 1)</b></p>	<b>10</b>
<b>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</b>		<b>100</b>

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

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

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

The lowest acceptable bid will score 80 points for price and maximum of 20

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

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

## 19.1 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 90 points for price.

## 19.2 Calculating of points for B-BBEE status level of contribution

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

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

**NB: Bidders who do not submit B-BBEE Status Level Verification Certificate or are non-compliant contributors to be B-BBEE do not qualify for preference points for B-BBEE**

## 17. PROJECT LOCATION

One service provider or a consortium may tender according to their capacity, skills, and competence, respectively. Map extents of all project sites must be

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sourced from Directorate: Spatial Planning and Land Use Management - North West PSSC Office

### 18. PUBLICATION

- e-Tender
- DALRRD Website

### 19. ADVERT TENDER PERIOD

- 21 calendar days

### 20. BRIEFING SESSION

- No briefing session

### 21. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

Attention: Tukisetso Kopele  
Telephone: 018 388 7017  
Email: [Tukisetso.Kopele@dalrrd.gov.za](mailto:Tukisetso.Kopele@dalrrd.gov.za)

Attention: Bongani Moolman  
Telephone: 018 388 7195  
Email: [Bongani.Moolman@dalrrd.gov.za](mailto:Bongani.Moolman@dalrrd.gov.za)

### Supply Chain Management Enquiries

Attention: Ms Xoliswa Job  
Telephone: 018 388 7044  
Email: [Xoliswa.Job@dalrrd.gov.za](mailto:Xoliswa.Job@dalrrd.gov.za)

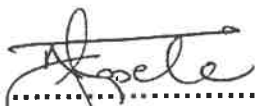
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**22. SIGNATORIES**

**Approval**

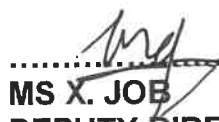
These Terms of Reference have been checked and approved as follows:

**APPROVED/ ~~NOT APPROVED~~**

  
.....  
**MR T. KOPELE**  
**CHAIRPERSON: BSEC**  
**DATE:** 01/09/2022

**ENDORSED/ ~~NOT ENDORSED~~/ COMMENT(S)**

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**MS X. JOB**  
**DEPUTY DIRECTOR: SUPPLY CHAIN MANAGEMENT**  
**DATE:** 28/09/2022