

NW-TEN 02 (013) 24/25

THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

THERE WILL BE NO COMPULSORY BRIEFING SESSION:

CLOSING DATE: 17TH SEPTEMBER 2024 AT 11:00

TECHNICAL ENQUIRIES

Telephone
Email

Pogiso Golele
: 018 388 7069
: pogiso.golele@dalrrd.gov.za

OR

TECHNICAL ENQUIRIES

Telephone
Email

Hope Malema
: 018 388 7185
: hopema@dalrrd.gov.za

BID RELATED ENQUIRIES

Telephone
Email

Ms Xoliswa Job
: 018 388 7044
: XoliswaJ@dalrrd.gov.za



rural development & land reform

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

LA 1.1

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

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

BID NUMBER: NW-TEN02(013)24/25

CLOSING TIME: 11H00

CLOSING DATE: 17 SEPTEMBER 2024

BIDS 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 LA 1.2, LA 1.1, LA 1.3, General Conditions of Contract (GCC), SBD 1, LA 1.6, SBD 2, SBD 4, SBD 6.1, SBD 3.3, terms of reference.
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. 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.
5. 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:

MAP TO BIDDER BOX (B BOX)

NW-TEN 02 (013) 23/24 CLOSING DATE: 17 SEPTEMBER 2024 AT 11:00

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.”

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

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

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

SUBMIT YOUR BID IN A SEALED ENVELOPE

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights Page 5 of 14

- 6.1 The supplier shall indemnify the purchaser against all third-party

claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract.
Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified

in SCC:

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment

from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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 ten (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 :

- (a) the name and address of the supplier and/or person restricted by the purchaser;
- (b) the date of commencement of the restriction'
- (c) the period of restriction; and
- (d) the reasons for the restriction.

These details will be loaded in the National Treasury's central data base 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.
- 35. 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 association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) was/were 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.

General Conditions of Contract (revised July 2010)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF AGRICULTURE LAND REFORM & RURAL DEVELOPMENT)					
BID NUMBER:	NW – TEN 01 (013) 2024 / 2025	CLOSING DATE:	17 SEPTEMBER 2024	CLOSING TIME:	11H00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
MEGA CITY, WEST GALLERY CORNER JAMES MOROKA AND SEKAME DRIVE					
MMABATHO					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Xoliswa Job		CONTACT PERSON	Pogiso Golele / Koketso Malema	
TELEPHONE NUMBER	(018) 388 7044		TELEPHONE NUMBER	(018) 388 7069 / (018) 388 7185	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	XoliswaJ@dalrrd.gov.za		E-MAIL ADDRESS	Pogiso.golele@dalrrd.gov.za / hopema@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

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

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

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

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

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

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

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

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

AUTHORITY OF SIGNATORY

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

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

MABEL HOUSE (Pty) Ltd	
By resolution of the Board of Directors taken on 20 May 2000,	
MR A.F JONES	
has been duly authorised to sign all documents in connection with	
Contract no CRDP 0006, and any contract which may arise there from,	
on behalf of <i>Mabel House (Pty) Ltd.</i>	
SIGNED ON BEHALF OF THE COMPANY:	(Signature of Managing Director)
IN HIS CAPACITY AS:	Managing Director
DATE:	20 May 2000
SIGNATURE OF SIGNATORY:	(Signature of A.F Jones)
As witnesses:	
1.	
2.	
Signature of person authorised to sign the tender:	
Date:	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

**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	7				
VAT registration no	4					SDL ref no	L				
Customs code						UIF ref no	U				
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											

Tender number	
Estimated Tender amount	R ,
Expected duration of the tender	year(s)

Particulars of the 3 largest contracts previously awarded					
Date started	Date finalised	Principal	Contact person	Telephone number	Amount

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

If "YES" provide details

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

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

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to:
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) 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 ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. 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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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

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

1. DEFINITIONS

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

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

5. SUB-CONTRACTING

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

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 5.1.1 If yes, indicate:

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:

- 6.2. Company registration number:

- 6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 6.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

SBD3.3

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

Name of bidder.....	Bid number: NW TEN 02 (013) 2024/ 2025
Closing Time: 11:00	Closing date:

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

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

PHASES	% PAYABLE	TIME FRAMES	DELIVERABLE	PRICE
Phase 1: Inception report	0%	2 weeks	Inception Report	
			Stakeholder Engagement / Public Participation Plan	
Phase 2: Situational Analysis and Stakeholder Consultations	20%	3 months	Situational Analysis Report	
			Consultation: All public engagements should be supplemented by roll-up banners X3 and posters x10 to be used for all public consultation processes.	R
Phase 3: Draft VDP & Implementation Plan	25%	3 months	Draft Village Development Plan (VDP) and Draft Implementation Plan	R
Phase 4: Consultation Report	20%	3 months	Consultation, Incorporation of Amendments:	R
			Revised Draft VDP's and Implementation Plan	
Phase 5: Final Village Development Plan	10%	2 months	Final Comprehensive Village Development Plan Report and workshop/s	R
Phase 6: Close-out	10%	2 weeks	Closeout Report	R
Retention	15%			R
Sub-Total	100%	12 Months		R
VAT @ 15%				R
TOTAL BID PRICE				R

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

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO
DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS
FOR PERIOD OF TWELVE (12) MONTHS. SBD3.3**

Any enquiries regarding bidding procedures may be directed to the –
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
PRIVATE BAG X 74
MAHIKENG
2735

Query	Name	Contact Details
Technical	Mr Pogiso Golele /	Pogiso.Golele@dalrrd.gov.za (018) 388 7069
	Ms Koketso Hope Malema	HMalema@dalrrd.gov.za (018) 388 7185
Bid related	Ms Xoliswa Job	xoliswaj@dalrrd.gov.za (018) 388 7044



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP
PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF
TWELVE (12) MONTHS.**

1. INTRODUCTION

- 1.1. The Department of Agriculture, Land Reform and Rural Development (DALRRD) under the Branch Spatial Planning and Land Use Management (SPLUM) needs to appoint a service provider or a consortium of suitably qualified service providers to develop Village Development Plans in the North West Province.
- 1.2. The DALRRD seeks to appoint a suitably qualified and experienced service provider(s), primarily Town/Urban/City and Regional Planners complimented by a team of other complimentary experts for a period of twelve (12) months to render professional services in the preparation of 46 Villages as part of Phase 2 of the Development Plans (VDP) in the North West Province.
- 1.3. The VDP provides a detailed interpretation of a rural space prioritised for intervention according to the respective Municipal Integrated Development Plan and Spatial Development Framework. The VDP is a spatially explicit area within a municipal area that is made subject to particular administrative arrangements to protect and promote rural and regional landscape values and supporting activities within the rural precinct.

2. BACKGROUND

- 2.1. Village Development Plans also known as Precinct Plans, do not always conform to the formal administrative boundaries as outlined in current planning legislation and policies. In planning, a precinct typically refers to a smaller geographic area with distinct features

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

that necessitate focused planning and interventions within the larger administrative boundaries of a municipality. The size of a precinct can vary depending on its specific characteristics.

2.2. A precinct can be developed to provide a new desired development pattern to an area, alter existing land use disparities, and protect and promote existing predominant or preferred future dominant land uses and associated ancillary or compatible land uses. Example of core attributes a Village Development Plan should protect and promote includes:

- a) A sense of place,
- b) Functional built environment to promote:
 - i. Accessibility-paths and linkages,
 - ii. Equity-even distribution of resources,
 - iii. Integration- place making,
 - iv. Functionality-compatibility of land use activities,
 - v. Sustainability-social, economic, institutional enhancement and environmental protection.
- c) Economic activities and opportunities,
- d) Agriculture,
- e) Intensive animal production,
- f) Sport and recreation,
- g) Forestry,
- h) Water supply catchments and other water supply sources,
- i) Rural or eco-tourism,
- j) Mining and extractive resources,

2.3. A precinct plan is a strategic planning tool that outlines a vision for the future development of a specific area. It provides a framework for managing and guiding land-use changes to achieve environmental, social, and economic objectives. By implementing a precinct plan, any discrepancies in land usage can be effectively addressed, while ensuring the

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

preservation or advancement of critical or preferred future land uses and their corresponding appropriate land uses.

- 2.4. A precinct plan as required by this project should take into account all of the issues affecting traditional areas, including its buildings and spaces, land uses, activities and transport. An essential aspect of this 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 its local community. From the background research, analysis and consultation, the precinct plan should determine what is working well in an area and how this can be enhanced, and 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 or regeneration. 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 required 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.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

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, 2013

- a) Spatial Justice.
- b) Spatial Sustainability.
- c) Efficiency.
- d) Spatial Resilience; and
- e) Good Administration

2.9.2. Be consistent with the various and respective Municipal Spatial Development Framework and sets out objectives that reflect the desired spatial form of the rural communities.

2.9.3. Contain strategies, policies and plans which must-

- a) Indicate desired patterns of land use within the precinct; Address the spatial reconstruction of the location and nature of development within the identified precinct; and
- b) Provide strategic guidance in respect of the nature of development within the precinct.

2.9.4. Set out basic guidelines for a land use management system in the precinct.

2.9.5. Identify programmes, projects and restructuring elements for the development of land within the precinct;

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

2.9.6. Provide a visual representation of the desired spatial form of the precinct which:

- a) must indicate where public and private land development and infrastructure investment should take place,
- b) must indicate desired or undesired utilization of space in the particular area,
- c) may delineate the land use parcels and precincts,
- d) must identify areas where strategic intervention is required, and
- e) must provide urban design interventions and guidelines to enhance the aesthetic appeal.

2.10. Rural communities continue to face challenges such as poverty, inequality, inadequate access to basic social infrastructure, underdevelopment, limited economic opportunities, fragmented spatial patterns, and environmental degradation. Historically, agriculture and subsistence farming served as the primary sources of food and income/exchange benefits in rural areas. Despite progress, rural regions still experience high levels of poverty, inadequate spatial planning, limited economic opportunities, and insufficient access to essential services.

3. PROBLEM STATEMENT

3.1. The introduction of the Spatial Planning and Land Use Management Act (SPLUMA), 2013 has realized the process of wall-to-wall planning. In terms of Chapters 4 and 5 of SPLUMA, the preparation of planning tools, frameworks and legislation needs to:

- *“Include previously disadvantaged areas, **areas under traditional leadership**, rural areas, informal settlements, slums and land holdings of state-owned enterprises and government agencies and address their inclusion and integration into the spatial, economic, social and environmental objectives of the relevant shere”.*

- *“Include provisions that permit the incremental introduction of land use*

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

management and regulation in areas under traditional leadership, rural areas, informal settlement, slums and areas not previously subject to a land use scheme”.

3.2. In light of this the Department, through the Directorate SPLUM, is prioritizing SPLUMA implementation in areas under traditional leadership through Precinct Planning (also known as Local Area Planning) initiatives, and commonly referred to as the Village Development Plan (VDP) in the North West Province.

3.3. The various villages do not currently have detailed plans guiding spatial planning and land use management in the area and only depend on the rural development plans to guide any development and land use activities.

4. LOCATIONAL CONTEXT

4.1. The table below provides an overview of the villages that are part of Phase 2 of the Village Development Plan. This list (not number) will be confirmed early at the beginning of the project.

NO.	NAME OF MUNICIPALITY	NAME OF VILLAGE/ SETTLEMENT	NO. OF VILLAGES
1.	City of Matlosana	1. Nkagisang (Settlement Production) 2. Ikageng (Farming) 3. Tshwaragang (Farming) 4. Mvala (Farming) 5. Maputle Ghaanakgomo (Settlement)	5
2.	Rustenburg LM	6. Lekgalong 7. Bethanie 8. Modikwe/Barseba 9. Makolokwe	4
3.	JB Marks	10. Ga Mogopa 11. Welgevonden 12. Boikhutso 13. Boikhutsong 14. Goedgevonden 15. Tsetse 16. Appeldraai 17. Rysmierbult 18. Klipgat 19. Doornkop 20. Matlwang (Potchefstroom)	11

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

4.	Ratlou LM	21. Madibogo Pan - Diolwane 22. Setlhwatlhwe 23. Majeng 24. Thutlwane	4
5.	Tswaing	25. Deelpan 26. Rakgwedi 27. Doornlagte 28. Diretsane 29. Ga-Maloka	5
6.	Kagisano-Molopo LM	30. Tlakgameng 31. Southey 32. Tseoge	3
7.	Ditsobotla LM	33. Verdwaal 34. Sheila 35. Grasfontein 36. Bakeville	4
8.	Moretele LM	37. Mmatlhoela 38. Ratjiepane 39. Tlholwe 40. Dipetlelwane 41. Prieska Potwane	5
9.	Ramotshere Moiloa	42. Ntsweletsoku 43. Motswedi 44. Shupingstadt	3
10	Greater Taung	45. Buxton 46. Kgomotso	2
		TOTAL	46

- 4.2. The village development plan will include 46 villages situated across diverse municipalities within the North West Province. Each selected village earmarked for VDP implementation will undergo development in collaboration with a spectrum of stakeholders, including the respective Traditional Councils of the villages. This concerted effort underscores the commitment to inclusive and participatory development practices, ensuring that the unique needs and aspirations of each community are duly addressed and integrated into the overarching development framework.
- 4.3. The proposed boundaries for each VDP have been determined and will be confirmed together with the service provider at the inception of the project.
- 4.4. These areas have little to no engineering and social infrastructure as such a Village development plan can ensure the identification and prioritization of such infrastructure for the growth and development of the area.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

5. LEGISLATIVE AND POLICY FRAMEWORK

5.1. The Traditional and Khoi-San Leadership Act, 2019

5.1.1. The traditional leadership of each Traditional authority is recognized in terms of the Traditional and Khoi-San Leadership Act, 3 of 2019 (TKLA) and all processes and procedures should be followed in alignment with TKLA. All functions and duties pertaining to the traditional leadership will be subject to Section 15 of the TKLA.

5.2. The Spatial Planning and Land Use Management Act, 2013

5.2.1. The Spatial Planning and Land Use Management Act no. 16 of 2013 (SPLUMA) is a legislation that gives a framework for all spatial planning and land use management in South Africa. It seeks to promote consistency and uniformity in procedures and decision-making pertaining to issues spatial planning and land use management. Other objectives include addressing historical spatial imbalances and the integration of the principles of sustainable development into land use and planning regulatory tools and legislative instruments.

5.2.2. In terms of Chapter 3, Section 9 the National Government must provide support and assistance to municipalities in the performance of its land use management functions and also monitor the quality and effectiveness of municipal spatial development frameworks and **other spatial planning and land use management tools and instruments** of municipalities.

5.3. The National Spatial Development Framework (NSDF: Vision 2050)

5.3.1. The National Spatial Development Framework (NSDF), the first of its kind, seeks to make a bold and decisive contribution to bringing about the peaceful, prosperous, and truly transformed and just South Africa, as articulated in the Freedom Charter, the Reconstruction and Development Programme and the National Development Plan.

5.3.2. The NSDF seeks to redress and resolve the multiple and persisting social and economic problems created by the way in which the country's national space was unequally 'carved up', fragmented and developed at the (i) *national*, and (ii) *sub-national* (provincial, regional, municipal and settlement) scales for the singular use and enjoyment.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

- 5.4. The National Spatial Development Framework (NSDF) aims to ensure effective and collaborative investment in infrastructure and development at both state and non-state levels. This includes targeted spending on social, economic, and spatial development in both national and sub-national areas. By doing so, South Africa can move towards a shared, inclusive, and sustainable future that meets our needs and aspirations.
- 5.5. The NSDF has proposed several radical and necessary concepts that are bound to have a significant impact on space. Although all these concept impact on Rural Development, some are particularly relevant to rural development:
- a) **Productive Rural Regions:** The cornerstones of our national resource foundation and the engines of national rural transitions are productive rural regions.
 - b) **National Spatial Social Service Provisioning Model:** Effective, affordable, and equitable social service delivery is ensured through a national spatial social service provisioning model.
 - c) **National Ecological Infrastructure System:** Creating a Shared, Resilient, and Sustainable Natural Resource Foundation through a National Ecological Infrastructure System
- 5.6. The NSDF proposes a Regional-Rural Development Model as a third National Spatial Development Lever that takes a systemic view of rural areas and suggests the implementation of a "soft delineation" strategy for "polycentric functional rural regions" that have been identified.
- 5.7. This model proposes that the Rural Regions should be characterised by:
- a) To establish a strong presence of the region in the national space economy, it is essential to have at least one well-connected regional anchor that is both located within the region and connected to the national transport network.
 - b) Characteristics and qualities in the social, cultural, historical, economic, and cultural spheres that would eventually permit the formation of a "functional rural region,"

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

- c) The possibility for thriving and active intra-regional rural trade between the region's towns and villages, and
- d) The use of "rural edges" to improve "regional systems" against incompatible and potentially detrimental land use practices as a way to preserve the integrity of rural regions and conserve vital ecosystems. The lack of implementation potentially threatens the local indigenous way of life, culture and have the ability to undermine the region's rural character, remove or destroy essential elements of regional systems, and disturb the rural aspect of the area.
- e) Envisages the use of 'rural edges' to bolster the 'regional systems' from intrusion of non-compatible and potentially destructive land uses that could (1) disrupt or violate the rural integrity of the region, (2) remove or destroy crucial regional systems-components, such as the ecosystems on which the region relies, and (3) threaten local lifestyles and cultures in the region.

5.8. Rural Development Sector Plans

5.8.1. A write-up on the Rural development plans and their perspective on the subject villages.

5.8.2. The development of the VDPs will be aligned with and in accordance with the Rural Development Sector Plans.

5.8.3. The Rural Development Sector Plans identified various opportunities for the rural spaces of the North West in order to ensure that they achieve their development potential. The VDPs will be developed within rural spaces and will seek alignment with the Rural Development Plan of the Province and that of the respective municipalities' Spatial Development Framework.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

6. OBJECTIVES

6.1. The key objective of the project is to appoint a service provider to develop 46 Village Development Plans for the North West Province for a period of twelve (12) months that should:-

6.1.1. Include proposals to guide future development and investment in the area by recommending project partnerships in order to ensure the implementation of projects that are in alignment with the various Municipal Spatial Planning and Land Use Management tools and instruments:

- a) clearly define a development vision and objectives for the defined precinct,
- b) describe and analyse the status quo and baseline data and trends,
- c) describe future role and function of the development area,
- d) provide spatial direction and customized land use management,
- e) land use controls to protect and promote regional landscape values and industries and economic activities within a precinct,
- f) levels of development assessment for land use changes within a precinct,
- g) modified controls to promote opportunities to diversify, innovate and value-add to activities within a precinct,
- h) options to prevent incompatible land uses within a precinct,
- i) identifying key areas where a precinct can sustain rural economic activities,
- j) preventing inappropriate fragmentation of land,
- k) development proposals to protect or promote compatible development within a precinct,
- l) investigate the potential of adopting the Agri-village concept,
- m) investigate tourism potential,
- n) respond to: social aspects, unemployment, skills development, water shortages, climate change, environmental impacts and mitigation, rural management and

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

programme implementation.

- 6.1.2. The village plans 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 these Terms of Reference may have more or less relevance to the proposed village Development Plan. The plan should indicate the relevance of each matter and detail how relevant matters have been addressed.
- 6.1.3. Enhancing infrastructure and investment opportunities for activities. The village plans 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 village development plan should improve the exchange of benefits of regional and local infrastructure between urban areas and rural precincts.
- 6.1.4. Enabling rural industries to diversify, adjust, innovate and value-add. The village plans 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 precinct.
- 6.1.5. Identifying alternative economic uses of land. The village plans 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.
- 6.1.6. Protecting and promoting productive activities within a precinct and associated regional landscape values within a precinct. The precinct plan should aid in identifying strategies and actions that protect and promote productive activities, including the range of landscape values supported by a particular rural precinct in addition, the plan should help identify opportunities and constraints to promote the ecologically sustainable development of the natural resources within the precinct.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

- 6.1.7. Sustaining benefits to the community derived from the natural environment. The 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.
- 6.1.8. Scheme alignment. This section should identify how the proposed planning scheme alignments achieve the planning intent for the village development plan(s) by describing how the proposed assessment tables, planning and subdivision controls, and any land-use restrictions satisfy the matters listed above.
- 6.1.9. 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.
- 6.1.10. Customary practices. All customary processes that are applicable to the traditional authority should be included as part of the land use and spatial planning processes where applicable.
- 6.1.11. Utilisation of technology. Technology such as drones (aerial photography) and web applications should be utilised in conjunction with other information gathering processes to inform the development of the Village Development Plan.
- 6.1.12. Formal recording of rights. The development of the precinct plan should include the processes to guide the traditional authority on the formal recording of land use rights that can be included in the municipal land use management processes. There should be an audit of the current land uses in the settlement and a process of aligning the uses to the land use scheme.
- 6.1.13. Land degradation and land invasion. There should be processes outlined to ensure that the allocation of land and the permissible land use activities in the settlement do not contravene the municipal land use management and spatial planning systems.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

7. SCOPE OF WORK

7.1. The successful service provider would be expected to undertake the following towards the development of the Village Plans:

- a) Draft a Spatial Vision for the Village Plans. The Spatial Vision will be subject to consultation with the municipality and various stakeholders.
- b) Comprehensive status quo analysis.
- c) Identify spatial challenges, develop spatial options and proposals for the municipality taking into cognizance the local circumstance, local policies, local economic challenges and development, provincial and national policies and strategies. The Spatial Options must also consider government priority programs from all relevant spheres of government. The envisaged outcome of this exercise is the development of Spatial Options that will inform the Village Plans and also highlight and identify visible changes, trends, and their opportunities, conflicts and tensions and how they can be addressed.
- d) The Village Plans must also include an Implementation Plan with detailed budgets and projects/programmes that identifies the responsibilities for its implementation both within and outside the municipality.
- e) Precinct planning/ Village Planning reports that documents the results of technical studies, analyses and community consultation undertaken during the development of the precinct plan; and demonstrates the consistency of the proposed precinct with the Spatial Development Framework and the Integrated Development Plan of the respective municipalities. The **Precinct/Village planning report** presents the results of the technical analyses of data that address the matters set out in section 2 of these Terms of Reference; and
 - i. uses the best-available information held by all organs of state, research organisations and other relevant stakeholders.
 - ii. provides adequate analysis and rationale to support the objectives of the village development plan; and
 - iii. includes a summary of consultation activities, submissions, and responses.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

- f) List of implementation actions which include a prioritized list of development interventions and their spatial locations that indicate how the Municipality intends to manage the rural precinct. This can include both statutory and non- statutory implementation measures.
- g) Provide information that may be relevant for developing the precinct plan and to establish and manage a rural precinct that includes the identification and/or analysis of:
 - i. Existing precinct character,
 - ii. Land attributes and constraints (SWOT Analysis),
 - iii. Geology and geotechnical characteristics (linked to developmental potential of village development plan),
 - iv. Good quality agricultural land,
 - v. Pastoral production land or grazing areas,
 - vi. Rural enterprises / economic development opportunities,
 - vii. Urban-rural migration analysis,
 - viii. Mining and extractive resources,
 - ix. Topography,
 - x. Hydrology,
 - xi. Proximity to waterways, dams and other water resource infrastructure and supplies,
 - xii. Existing and future noise sources,
 - xiii. Environmental hazard/risk,
 - xiv. Nature conservation areas,
 - xv. Public utility network,
 - xvi. Tourism/scenic amenity,
 - xvii. Transport network including public transport networks,
 - xviii. Other critical infrastructure,
 - xix. Relationship/proximity to towns & villages,
 - xx. Population and demographics,
 - xxi. Publicly accessible open space and recreation areas, networks/linkages,

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

- xxii. Areas of cultural significance,
 - xxiii. Land use (types of rural uses undertaken in precinct), and
 - xxiv. Consultation issues:
 - xxv. A list of implementation actions proposed to establish and manage each precinct should include:
 - Proposed planning scheme alignments,
 - 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,
 - Cost and budget estimates,
 - Timelines and phasing of development,
 - Possible sources of finance/funding,
 - Implementation agent/s 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.
- h) Infrastructure plan which outlines any infrastructure improvements or changes required to support proposed development and future growth with regard to existing engineering services capacity and infrastructure master plans and strategies.
- i) Develop a stakeholder engagement plan for the various consultation processes with

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

various stakeholders, including government, private sector and any other stakeholders throughout the lifespan of the project. The service provider should cater for additional unplanned meetings that may be required for the duration of the project.

- j) The service provider will also be required to assist the department together with various municipalities in finalizing any documents for the presentation of the Precinct Plan in various committees towards/and for the adoption by the Council.

8. DELIVERABLES

- 8.1. The appointed service provider will be required to deliver the following to the Department and the municipality(ies) (all deliverables should align to the corporate identity of the municipality(ies)):

- a) A comprehensive inception report inclusive of the project plan, credentials and capabilities with an indication of ability to meet GIS requirements.
- b) 160 x Village Development Plan/Precinct Plan with a Spatial vision, Spatial challenges, options and proposals report with related mapping submitted in digital format (electronic as MS word document, image files as (e.g. JPEG, windows Bitmap, GIF, PNG, etc.)) and a full colour hard copy;
- c) 160 x A0 Poster of the Village Development Plan/Precinct Plan Maps;
- d) 160 x Booklets on the Executive Summary Document and a public participation report;
- e) GIS Information (spatial information collected and derived should be submitted in GIS capable file format i.e., shapefiles, geo-database, layer file, data package, MXD files, ArcPro Project Files, and must include metadata records captured in line with the South Africa National Standard (SANS -1878). Spatial information captured must be in line with Regulation 5(2) of the Spatial Data Infrastructure Act, 2003.
- f) Implementation Framework (Graphically Illustrated) for approval by council.

- 8.2. Submissions of reports should be in the form of both hard and electronic versions. Ownership of documentation collected from this assignment vest in DALRRD and the Municipality. The DALRRD and the Municipality(ies) will become the custodian of

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

documentation submitted. The service provider will be responsible for the layout design and editing of the publication. The project manager from DALRRD and the Municipality must sign off the final document before printing.

- 8.3. The proposed specifications for the Village Development Plan/Precinct Plan can be seen below (all the deliverables should align to the corporate identity of the municipality and or department):

Book Size	A4 (landscape or portrait)
Cover Page	250gsm Hi-Q Titan double coatedgloss
Text Printed	113gsm Hi-Q Titan double coatedgloss
Colour	Full Colour
Binding	Hardcover PUR binding
Volume	160 copies
An open file and a print-ready artwork of the final Precinct Plan and implementation framework is to be submitted on a printed (with both DALRRD and TC logos) USB along with the all map mxd, ArcPro Project Files and Geo-database (shapefiles).	
	X40 USB

Table 1: Specifications

- 8.4. The GIS data must further meet the following requirements: -
- All maps should be in A4 size in the document,
 - Maps must be numbered and listed in the page of contents.
 - All the text in the maps and the legends must be legible.
 - The same map template/ layout must be used throughout the document.
 - All maps should have the basic map elements, namely: a title, north arrow, legend, scale bar.
 - All the features on the map must be explained in the legend.
 - All mapping must be developed at an appropriate and readable scale; and
 - All maps must also be available in Power Point Presentation format as well as the corresponding Map Document (MXD) with all spatial information in shapefiles or a geodatabase ready to be accessed in ArcGIS.
 - The final Precinct Plan Map should be printed on an A0 size.
 - All maps must be included in the Draft Precinct Plan document.
 - Maps and imagery sourced through drone technology.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

9. SKILLS REQUIREMENTS

9.1 Skills, abilities and experience required in the team to execute the project include the following:

- Town and Regional / Development Planning;
- Thorough understanding of SDF, strategic planning process and urban design
- Proven Land use schemes, SDF, Precinct / Nodal Plan compilation experience;
- Understanding of the interrelationship amongst the following: social, economic, land use, transport and environmental issues;
- Geography and GIS (at least at Technician Level);
- Project Management;
- Facilitation; Research, analytical, writing and communication skills;
- Ability to think strategically; and
- Strategic planning.

9.2 It is therefore recommended that the Service Provider ensures that people with relevant skills are part of the project. A list of people containing, among other things, names, qualifications and experience who will be directly involved in the project must be submitted. This should clearly indicate what roles each team member will play. A company / team profile containing, among other things, names, qualifications and experience of persons who will be directly involved per project must be included.

9.3 All team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties. The selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the Municipality. (It should be the town planner and GIS person led by the project team leader who will be attending the steering committee meetings).

9.4 The successful Service Provider will also be expected to have an understanding of and experience in spatial planning and land use management regulations of the country. The Service Provider should have experience in auditing projects, ability to interact with a variety of stakeholders as well as good research, GIS and report writing skills. The successful

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

Service Provider will be expected to enter into a Service Level Agreement (SLA) with the Municipality in respect of the deliverables of the project.

9.5 The project team will consist of appointed Service Provider/ team plus a dedicated project team as assigned by the National Department of Agriculture, Land Reform and Rural Development (DALRRD).

9.6 The project team of the appointed Service Provider must stay the same throughout the duration of the project and cannot be changed without prior discussions with and approval from the National Department of Agriculture, Land Reform and Rural Development (DALRRD).

10. PROJECT DURATION AND PAYMENT MILESTONES

10.1. The project will commence after the letter of appointment has been issued and Service Level Agreement has been signed which will expire in twelve (12) months thereafter and is subject to addition, extension or early termination, depending on the need and performance assessment of the service provider.

10.2. The DALRRD reserve full rights to implement the above-mentioned clause.

10.3. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is detailed in Table 2 below.

PHASES	% PAYABLE	TIME FRAMES	DELIVERABLE
Phase 1: Inception report	0%	2 weeks	Inception Report
			Stakeholder Engagement / Public Participation Plan
Phase 2: Situational Analysis and Stakeholder Consultations	20%	3 months	Situational Analysis Report
			Consultation: All public engagements should be supplemented by roll-up banners X3 and posters x10 to be used for all public consultation processes.
Phase 3: Draft VDP & Implementation Plan	25%	3 months	Draft Village Development Plan (VDP) and Draft Implementation Plan
		3 months	Consultation, Incorporation of Amendments:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

Phase 4: Consultation Report	20%		Revised Draft VDP's and Implementation Plan
Phase 5: Final Village Development Plan	10%	2 months	Final Comprehensive Village Development Plan Report and workshop/s
Phase 6: Close-out	10%	2 weeks	Closeout Report
Retention	15%		
Total	100%	12 Months	

Table 2: Project Phases

- 10.4. A 15% retention will be paid once the final project documentation has been approved and adopted by the Council.
- 10.5. Monthly reports (per phase) will be forwarded by the service provider to the designated project managers. The service provider will be required to report via a written and electronic report.
- 10.6. The service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after milestone due date.
- 10.7. The service provider may apply to the Department for an extension on the delivery date on any milestone – provided that the service provider gives valid reason(s) to the sole satisfaction of the Department.

11 UNDUE DELAY REMEDIES

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

Milestone	% Payable	5 Days Overdue	10 Days Overdue	15 Days Overdue	30 Days Overdue	More than 30 Days Overdue
Phase 1:	0%	15%	25%	50%	75%	100%
Phase 2:	20%	15%	25%	50%	75%	100%
Phase 3:	25%	15%	25%	50%	75%	100%

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

Phase 4:	20%	15%	25%	50%	75%	100%
Phase 5:	10%	15%	25%	50%	75%	100%
Phase 6:	10%	15%	25%	50%	75%	100%
Retention	15%	15%	25%	50%	75%	100%
Total	100%					

Table 3: Undue Delays

12 EXTRA WORK

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

13 CONTENTS OF THE PROJECT PROPOSAL

A clear and concise project proposal covering the aspects 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's progress.
- iv. The approach should be cost-saving yet achieve the highest value for money.
- v. The names and CVs 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.
- vii. Any shortcomings in the study specifications, how this ought to be addressed and the cost implications thereof.
- viii. All-inclusive costing model.
- ix. The following technical information must be submitted with the Bid proposal:
 - o Years of experience of each resource.
 - o Relevant professional experience during the last seven years.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

- Organizational, managerial and technical ability.
- Key Personnel and Resources.
- Technical backup.
- Full CVs of all members of the Team.
- Relevant Equipment and Software competence and capability.
- Client References; and
- Associations and Professional Affiliations.

14 INFORMATION GATHERING

- 14.1 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, and the Municipality 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.***
- 14.2 In order to deliver on the following deliverables, the Village Development Plan should be in the form of text, maps, graphics and photographs. A tabular format shall be used for the purpose of summarizing the information collected.
- 14.3 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 Village Development Plan. A text box or other mechanisms may be used to provide an explanation, relevant information, or analysis.
- 14.4 Submissions should be in the form of both hard and electronic versions of the Village Development Plan. All spatial information collected should be submitted in GIS capable file format and map packages (preferably shapefiles and MXD, ArcPro Project Files) for use in a GIS. The shapefiles must have clear attribute information that differentiates each Village Development Plan construct and its purpose, for example a service node shapefile should have an attribute called "description" with the value "service node".

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

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

15 TERMS AND CONDITIONS OF THE BID

- 15.1 Awarding of the bid will be subject to the Service Provider's express acceptance of the DALRRD Supply Chain Management's general contract conditions. The DALRRD and Service Provider will sign a Services Level Agreement upon appointment.
- 15.2 The service provider should commence with the project within five (5) days after receiving the letter of appointment and the service level agreement being signed.
- 15.3 During the execution of the project, the service provider is required to give reportson the progress of the project. It is the responsibility of the service provider to organize the progress report meetings and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.
- 15.4 Any deviation from the project plan should be put in writing and signed by the project managers.
- 15.5 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 15.6 Payments will be on work-completed basis i.e., on set milestones as per the project plan.
- 15.7 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.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

- 15.8 Payments will be made only for work performed to the satisfaction of the DALRRD and the Municipality. 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.
- 15.9 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 of invoices will be processed.
- 15.10 When DALRRD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DALRRD. This condition will apply for a period of one month from the day the project was completed and submitted to DALRRD. The Department reserves the right not to appoint anyone.
- 15.11 No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the DALRRD, except where duly authorized to do so in writing by the DALRRD.
- 15.12 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DALRRD.
- 15.13 The successful Service Provider agrees to keep confidential all records and information of or related to the project and not disclose such records or information to any third party without the prior written consent of DALRRD.
- 15.14 All works relating to spatial information remain the property of the state and shall be disseminated in line with the policy on pricing of spatial information products and services.
- 15.15 The successful Service Provider agrees to maintain the level of technical capacity as

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

indicated in the bidding document submitted, throughout the duration of the project and any change to their team, any change should only be done with the approval of the project managers and shall not compromise the technical capacity of the Service Provider or impact negatively on the pace and quality of the project outcome.

- 15.16 All team members that will be directly involved in the project may, at the sole discretion of the Director: SPLUM, be expected to attend all progress report meetings as scheduled. Due to the urgency of the project, time is of essence to this process and all work shall be submitted **when due**. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

16. REPORTING AND ACCOUNTABILITY

- 16.1. 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.
- 16.2. All electronic and hard copy information captured/ utilised to provide the output of the project remains the property of DALRRD and the Municipality. 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 and the Municipality. The DALRRD and the Municipality will retain copyright and all associated intellectual rights relating to the project.
- 16.3. The project will be signed off by the Director: SPLUM when:
- 1.1.1. All the end products as listed in Section 8 have been delivered, and
 - 1.1.2. The Director: SPLUM is satisfied that all requirements have been met.
- 16.4. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and DALRRD. This agreement must be reached and signed off together with the project plan before the project commences.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

17. REQUIREMENTS

17.1. Bidders must submit a resolution made by board members authorizing a particular person to sign the bid documents:

- In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated on the company letterhead.
- In case of a **COMPANY** submitting a tender, include a copy of a resolution by its board of directors authorizing a director or any other official of the company to sign the documents on behalf of the company.
- In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a resolution by its members authorizing a member or any other official of the corporation to sign the documents on each member's behalf.
- In the case of a **PARTNERSHIP** submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such an authorization shall be included in the Tender.
- In the case of a **JOINT VENTURE** submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture." i.e., the Joint Venture must submit three Letters of Authority as per the aforesaid Joint Venture requirement.

18. MANDATOR REQUIREMENTS

18.1. PRICING SCHEDULE

18.1.1. Pricing schedule must be attached and duly signed

18.2. RELEVANT SKILLS AND EXPERIENCE

18.2.1. An **Organisation Structure** clearly defining the **Project Leader** and **Project Team** must be attached

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

18.2.2. 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 **(Copies of CV, Qualification & Professional Registration must be attached)**

18.2.3. Project Team to consists of: 1 x Town and Regional Planner (Registered with SACPLAN), 1 x GIS practitioner (Registration with SAGC as Geomatics Professional), 1 x Economist (Degree in Economics, Agricultural Economics), 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). **Copies of CV, Qualification & Professional Registration (where applicable) must be attached**

19. EVALUATION OF TENDERS/ PROPOSALS

19.1. Tenders will be evaluated in terms of the evaluation criteria stipulated below:

- Evaluation in terms of Functionality
- Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.

19.2. Evaluation in terms of Functionality:

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.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

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 60 out of 100 points for functionality will not be considered further.

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

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

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
RESOURCES	The project leader must be a Town & Regional Planner registered with the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002 as a Professional Planner with a minimum 4 years post registration relevant experience in managing and coordinating a multi-disciplinary project (Project Management skills). Proof of valid registration in good standing with SACPLAN: - Attach CV with a detailed profile of previous work done: ❖ 15 or more years experience: score 4 ❖ 7-14 years experience: score 3 ❖ 4 – 6 years experience: score 2 ❖ less than 4 years experience: score 1	30
	Composition of technical team to be utilised in the execution of the project; (CV's clearly indicating relevant skills, knowledge, qualifications and professional registration must be attached) in town planning; rural development, 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: Experience will be calculated post registration with professional body except for Economist whom experience will be determined post qualification.	20 (4 per professional)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

	• 1 x Town and Regional Planner (SACPLAN Registered Professional)	
	• 1 x GISc Practitioner (SAGC Registered Geomatics Professional),	
	• 1 x Agricultural Specialist (Registered with SACNASP and specialization in Crop/ Animal field),	
	• 1 x Economist (Degree in Economics, Agricultural Economics),	
	• 1 x Environmentalist (Registered with Professional Body i.e. SACNASP/ EAPASA)	
	❖ Professional staff with 10 years and more post professional registration/ qualification: score 4 ❖ Professional staff with 6-9 years post professional registration/ qualification: score 3 ❖ Professional staff with 3-5 years post professional registration/ qualification: score 2 ❖ Professional staff with 0-2 years post professional registration/ qualification: score 1	
CAPABILITY (Proof of company experience must be clearly and distinctly indicated)	Recent experience - must attach signed Completion Certificate/ Letter (on client's letterhead) from previous clients confirming project conclusion , in: (In the case of sub-contracting, a completion certificate of main client must be attached)	40
	Village Plan/ Spatial Development Frameworks (SDF)/ Precinct Plans ❖ 4 SDFs/ Precinct Plans: score 4 ❖ 3 SDFs/ Precinct Plans: score 3 ❖ 2 SDFs/ Precinct Plans: score 2 ❖ 0 – 1 SDF/ Precinct Plan: score 1	
METHODOLOGY AND PROJECT MANAGEMENT	A detailed plan of approach and methodology that may be employed to tackle and execute specific assignments as per the project scope of work. • Appropriateness of proposed approach and methodology • The degree to which the methodology proposed is sound, professional, realistic and logical. • Method and clarity regarding presentation of the final outputs of the project;	10

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

	• Programme with clear timelines and output • Indicators and means of verifying progress. • Quality assurance steps indicated • Clear reporting mechanism ❖ Methodology and proposed plan <u>exceptionally</u> specify the manner in which the project will be delivered and indicate additional value adds: score 4 ❖ Methodology and proposed plan <u>adequately specified all</u> requirements in the ToR and is acceptable for implementation: score 3 ❖ Methodology and proposed plan adequately address <u>most</u> of the requirements in the ToR: score 2 ❖ Methodology and proposed plan <u>inadequately</u> and poorly address requirements in the ToR: score 1	
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

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

19.3. Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022

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

POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Youth	2		
V. Specific goal: Locality (Promotion of South African owned enterprises <u>or</u> promotion of enterprises located in a specific province <u>or</u> promotion of	3		

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

enterprises located in a specific district) (North West)			
---	--	--	--

Table 4: Specific goals for the tender points

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

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

20. PROJECT MANAGEMENT WITHIN DALRRD

This project will be facilitated by a team consisting of officials from the DALRRD, the Municipality within which the Precinct is located, and any other person/s appointed by DALRRD.

21. OUTCLAUSE

- 1.2. The DALRRD reserves the right not to appoint if suitable candidates are not found, at the complete discretion of DALRRD.
- 1.3. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

22. PROJECT LOCATION

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

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE NORTH WEST PROVINCE VILLAGE DEVELOPMENT PLANS FOR PERIOD OF TWELVE (12) MONTHS.

23. PUBLICATION

- e-Tender
- DALRRD Website

24. ADVERT TENDER PERIOD

- 21 days working days

25. BRIEFING SESSION

- No briefing session

26. CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

Attention: Bongani Moolman

Telephone: 018 388 7059

Email: Bongani.Moolman@dalrrd.gov.za

Attention: Hope Malema

Telephone: 018 388 7185

Email: Hmalema@dalrrd.gov.za

Supply Chain Management Enquiries

Attention: Ms Xoliswa Job

Telephone: 018 388 7044

Email: xoliswaj@dalrrd.gov.za