

DALRRD LP 0003 (2023/2024)

THE APPOINTMENT OF SERVICE PROVIDERS TO REVISE DISTRICT RURAL DEVELOPMENT PLAN FOR SEKHUKHUNE DISTRICT IN LIMPOPO PROVINCE FOR A PERIOD OF TWELVE (12) MONTHS

CLOSING DATE: 17 AUGUST 2023 @ 11:00

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION.

DATE : 04 AUGUST 2023
TIME : 11:00
VENUE : 106 HANS VAN RENSBURG STREET
POLOKWANE
0699

TECHNICAL ENQUIRIES : Timmy Shilenge
TEL : (015) 495 1891 or 082 577 5570
EMAIL : Timmy.Shilenge@dalrrd.gov.za

BID RELATED ENQUIRIES: Ms D Mongwai/ Ms R Maphoto
TEL : (015) 495 1703 / 015 495 1855
EMAIL : daisy.mongwai@dalrrd.gov.za / rhoda.maphoto@dalrrd.gov.za

NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19, THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER BOX.

TECHNICAL PROPOSAL – PART 1 OF 2

LA 1.1



agriculture, land reform & rural development

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

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Leshoka Mahloromela: **Tel:** (015) 495-0622

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

BID NUMBER: DALRRD LP 0003(2023/2024)
CLOSING TIME: 11H00

CLOSING DATE: 17 AUGUST 2023

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 General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 2, SBD 3.3, SBD4, SBD 5, SBD6.1, Credit Instruction forms, 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
BIDS MANAGEMENT
DATE: 27 AUGUST 2023

MAP TO BIDDER BOX (B BOX)

DALRRDLP 0003 (2023/2024) CLOSING DATE: 17 AUGUST 2023 @ 11:00

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

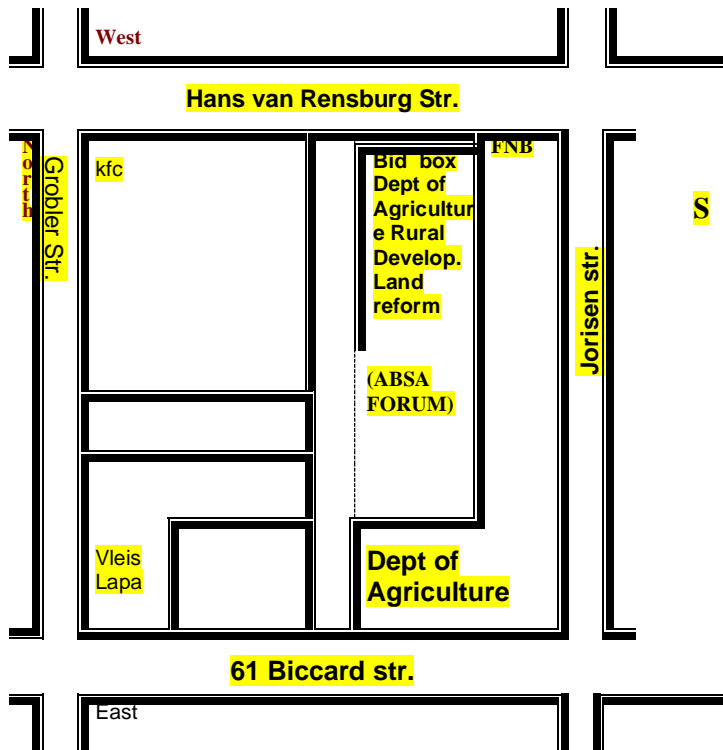
BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

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

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

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

**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
Acquisition Management
(BIDS)**



**ABSA Building
1ST Floor 70 HANS VAN RENSBURG
POLOKWANE**

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

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

SUBMIT YOUR BID IN A SEALED ENVELOPE

GOVERNMENT PROCUREMENT

**GENERAL CONDITIONS OF CONTRACT
July 2010**

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)					
BID NUMBER:	DALRRD LP 0003 (2023/2024)	CLOSING DATE:	17 AUGUST 2023	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDERS TO REVISE DISTRICT RURAL DEVELOPMENT PLAN FOR SEKHUKHUNE DISTRICT IN LIMPOPO PROVINCE FOR A 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					
70 HANS VAN RENSBURG STREET					
1 ST FLOOR					
POLOKWANE					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Daisy Mongwai / Ms Rhoda Maphoto		CONTACT PERSON	Timmy Shilenge	
TELEPHONE NUMBER	(015) 495 1703 / 015 495 1855		TELEPHONE NUMBER	(015) 495 1891 or 082 577 5570	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	daisy.mongwai@dalrrd.gov.za / rhoda.maphoto@dalrrd.gov.za		E-MAIL ADDRESS	Timmy.Shilenge@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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

**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 Mabel House (Pty) Ltd.

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

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

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

As witnesses:

1.

2.

Signature of person authorised to sign the tender:

Date:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders 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	CODE		NUMBER		Fax no	CODE		NUMBER			
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	CODE		NUMBER		Fax no	CODE		NUMBER			
E-mail address											
Physical address											

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

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

Signature of representative/agent

- -

Date

Name of representative/agent

Declaration

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

Signature of applicant/Public Officer

- -

Date

Name of applicant/Public Officer

Notes:

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

BIDDER'S DISCLOSURE

SBD4

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 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:
.....
.....

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.

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 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

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.

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

Js475wc

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

COMPETITIVE BID PROCESS (ABOVE R 1 MILLION UP TO R 50M)

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. GENERAL CONDITIONS

1.1 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

1.2 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.

1.3 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.

1.4 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

1.5 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.

- 1.6 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.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who has a disability – **attach doctor’s letter confirming the disability**
 - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Specific goal: **Locality** –
 - (a) a **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
 - (b) a valid lease agreement from the lessor **or**
 - (c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.
- 1.8 Local content – specific goal: the SBD 6.2 must be fully completed and signed

2. 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 bid 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; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

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 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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 table 1 below 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.

Table 1: 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 located in Limpopo province)	3		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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]

4.6. 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:

.....

.....

.....



Directorate: Spatial Planning and Land Use Management Services

106 Hans van Rensburg, Empire Place Suite 5, Private Bag X, Polokwane, Tel (015) 297 5165

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO REVISE DISTRICT RURAL DEVELOPMENT PLAN FOR SEKHUKHUNE DISTRICT IN LIMPOPO PROVINCE WITHIN A PERIOD OF TWELVE (12) MONTHS

1 INTRODUCTION

The Department of Agriculture, Land Reform and Rural Development (DALRRD) requires professional services of one (1) firm or a consortium of suitably qualified professionals to revise the existing District Rural Development Plan (DRDP) of Sekhukhune District Municipality (The Department reserves the right to appoint a different service provider for Mopani District). The purpose is to strengthen the DRDP Implementation Plan in support of relevant policies of the Departments dealing with Agriculture, rural development and land reform. The current DRDP was developed in 2016/17 financial year as a multi-sectoral plan of which its Implementation Phase did not address fully the needs of the department as a sector.

2 BACKGROUND

The Department of Agriculture, Land Reform and Rural Development is mandated by the President of the Republic of South Africa to champion the Rural Development Programme in the country. To achieve this, the department is required to develop plans that will address the needs of people who live in extreme poverty and who are subjected to underdevelopment in rural parts of South Africa.

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In September 2019, the Department of Agriculture, Land Reform and Rural Development initiated a programme which focused mainly on the people living in the 24 most impoverished district municipalities in the country. The number of these priority districts was increased to 27 with an additional 17 districts recently being identified bringing the total to 44 districts.

The Department of Agriculture, Land Reform and Rural Development has further developed a programme called the rural economic transformation model (RETM) which identifies a district “gateway” town with the highest economic potential to establish agro-processing facilities. The model presents four developments measurable, specifically being:

- meeting basic human needs; twelve
- rural enterprise development;
- agro-village industries, sustained by credit facilities and value-chain markets; and,
- Improved land tenure systems.

In 2022 the Minister of Agriculture, Land Reform and Rural Development has approved the Agriculture and Agro-Processing Master Plan (AAMP) to guide project initiation and implementation in the country. Limpopo Province already requires the implementation of the recently approved Revitalization of Agriculture and Agro-Processing Value Chains (RAAVC). The policy intends to bring one million hectares of under-utilised land into full production over the next three years for the benefit of black farmers. They specifically target the revitalisation of South Africa’s agricultural sector through; increased resources, tighter alignment of economic infrastructure and commodities with more considered linkages to land reform and value market chains.

In terms of the Spatial Planning and Land Use Management Act (Act No. 16 of 2013), spatial planning and land development in the country should not exclude rural areas and should address their inclusion and integration into the spatial, economic, social and environmental objectives of the relevant sphere [Subsection 12(1) (h)].

3 PROBLEM STATEMENT

The existing District Rural Development Plan lack a detailed Implementation Plan to guide project execution by the sector responsible for agriculture, land reform and rural

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development. Consequently, it has been difficult for the relevant departments to integrate their efforts during project implementation. Current effort such as joint strategic planning has not successfully eliminated the challenge related to silo mentality regarding execution of projects. The problem is exacerbated by the multiplicity of plans, guidelines and policies currently in existence without a tool to tie all of them together. There is no common understanding with regard to the direction towards which project implementation should follow.

The current plan has been found wanting in responding to the provisions of the recent policies of the relevant departments. Thus, failing in guiding relevant operational planning exercises. The end result being double-dipping, which lead to uneconomical utilization of resources: One unit not aware of what the other section is doing or has done for the same client or parcel of land. The envisaged impact has therefore been minimal, thus calling for the development of a plan which will assist in integrating effort of all the programmes of the sector responsible for agriculture, land reform and rural development.

4. SCOPE OF WORK

The focus is to improve livelihood and sustainability of previously disadvantage farmers by linking them with opportunities existing within commercial sector (Inclusive relevant partnerships). The end-product should be a Sector Implementation Plan for Sekhukhune District. The revision should cover the following municipalities, as listed in the table below:

LIMPOPO PROVINCE	
DISTRICT MUNICIPALITY	LOCAL MUNICIPALITY
Sekhukhune	Fetakgomo-Tubatse
	Ephraim Mogale
	Elias Motsoaledi
	Makhuduthamaga

4.1. THE OBJECTIVE OF THE PROJECT

4.1.1 The main objective of the project is to revise the existing District Rural Development Plan (DRDP) of Sekhukhune District Municipality for the purpose of strengthening the

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO REVISE DRDP FOR SEKHUKHUNE DISTRICT IN LIMPOPO PROVINCE FOR A PERIOD OF TWELVE (12) MONTHS

Implementation Plan in alignment with the relevant policies of the Departments responsible for Agriculture, Land Reform and Rural Development. The revision should take into cognisance the recent policies and guidelines for agriculture, land reform and rural development in the department. Focus should be on improving lives, economic opportunities and livelihoods of people in the Sekhukhune District Municipal area.

4.1.2. To develop an Implementation plan. The implementation Plan should guide integrated execution of all programmes of both private and public sector for maximum impact.

4.1.3. The service provider will be expected to review existing Functional Regions and Intervention Areas. Clear criteria used for the identification of Functional Regions and Intervention Areas should be documented. The zone of influence/boundary of the Intervention areas should be clearly determined geographically.

4.1.4. The service provider should identify different categories of Production Hubs for black farmer support (influenced by competitive advantages offered by, *inter-alia*, the key resources and commodities) and strategically located land for Agro-Processing.

4.1.5. The service provider should define the micro (Grassroots) and macro value chains and demonstrate how it will sustainably operate. Strategies to operationalize the value chains should be proposed.

4.1.6. Proposals on how implementation should be phased by identifying short term, medium term and long-term project/programmes and how activities should be synchronised in line with Inter governmental relations (IGR) and stakeholder management strategy.

4.1.17. The approach towards the revision of the DRDP should be based on the following fundamental pillars:

- DRDP aligned with the Economic Transformation Model with clear functional regions and intervention areas.
- Relevant Policies of the sector such as AAMP and RAAVC
- The harnessing of the competitiveness of functional region with regards to:
 - a) knowledge-intensive business services,
 - b) land-intensive as well as availability
 - c) transport-accessibility-dependent economic activities.
 - d) Natural resources

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e) Infrastructure

- Competitive commodities. In instances where niche commodities, and/ skills exist within a functional region, value-chain potential ought to be established and fully nurtured.
- Recognition of community survival strategies.
- Rural Communities with diverse needs: Large scale infrastructure investment or basic need areas taking into cognisance the principles of Comprehensive Rural Development Programme (CRDP).

4.1.8. The Implementation Plan should serve as an interlink with all different strategies/models/plans such as the IOP, District Development Model etc.

4.1.9. The Revision must take cognisance of the following five (5) development principles as contained in Chapter two of SPLUMA:

- Spatial justice;
- Spatial sustainability;
- Spatial efficiency;
- Spatial resilience and;
- Good administration.

4.10. The Revised DRDP must also serve as a basis for integration of rural development issues into the planning tools of municipalities, including the municipalities' IDPs, SDFs etc., and:

- Must guide the enhancement of social and economic infrastructure development.
- Must define rural-urban economic value chains (both micro and macro scales).
- Must address skills development/ capacity building issues per sector.
- Must address basic infrastructure needs such as housing, water, sanitation, ICT and electricity.
- Must address the protection of environmentally sensitive areas.

4.2. CRITICAL MILESTONES AND DELIVERABLES

The Implementation Plan submission should, inter-alia covers the following Phases:

Phase 1: Inception Report

Laying the foundation for the formulation of the DRDP: identification of role players, roles & responsibilities, scope, timelines and work plan.

Phase 2: Status-Quo Report

Consultation with internal and external stakeholders. Visits to various strategic areas. Identify implementation challenges and requirements from relevant programmes. Maps/photo, graphics, etc., to be included.

Phase 3: Strategic Intervention Areas Report

A plan with revised Strategic Functional Regions and Intervention Areas for project implementation by all or most programmes. Identification and definition of sustainable value chains based on competitiveness of the district: Production, processing and markets. Maps and graphics to be included.

Phase 4: Implementation Strategies Report

Strategies and proposals to kick start implementation. The strategies and proposals should be objectives or outcome orientated and, should include relevant action to be taken to facilitate implementation. Develop clear responsibility matrix. Proposed implementation model/ approach indicating short, medium and long term. Quick wins to be identified. Maps and tables, etc to be included.

Phase 5: Action Plan Report

To include the process plan to achieve integration and alignment in the implementation of project on focus areas. A list of existing and proposed projects. Role player/s per action, Time lines, funding sources/budgets, partners etc. Maps/flow charts, etc to be included.

Phase 6: Finalisation and Adoption

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A consolidated Document for approval by the relevant authorities. Adjudicated comments and amendments. Report on the amendments that were effected. Obtain approval from the Project Steering Committee. Proposal presentation to the approval structures such as the Departmental Exco.

The final documents (Implementation Plan) must be delivered in both hard (15 copies) and soft copy (MS Word format & PDF). The final document must also contain executive summaries. The final plans must also be presented on an A0 map(s) of which at least 15 copies be delivered.

The final documents must be accompanied by all maps in a ArcGIS map package format, as well as electronic image files (e.g. JPEG, GIF, Shape files).

The DALRRD shall reserve the copyright to the final document, all annexures and derivatives or value-added data and datasets.

4.3. OUTCOMES

The Implementation Plan must guide the business of the DALRRD, all sector departments and relevant stakeholders in an efficient and integrated way and also contribute positively towards sustainable livelihoods in rural areas and poverty alleviation. It must also guide the Integrated Operational Plan (IOP) of the Department.

The Implementation Plan should ensure better coordination and alignment of planning systems of the department as well as the three spheres of government and, in the process. The Implementation Plan will act as a vehicle to facilitate structured implementation of different programmes and projects, as well as being an effective decision-making instrument to ensure well-coordinated service delivery programmes that will result in the improvement of rural areas.

4.5. PROJECT DURATION AND COST

- The project for the revision of the Sekhukhune DRDP in Limpopo Province should, singularly or collectively, be completed within a period of Twelve (12) months effective from the date of appointment.

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- Due to the urgency of the project, it is critical that timeframes must be adhered to, failure of which will result in financial penalties being imposed for any delay or non-compliance with time and quality requirements.
- The tender/quote amount should be inclusive of all disbursements, such as consultation processes and traveling.

5. RELEVANT SKILLS AND EXPERIENCE

It is important that the proposed team of experts cover a range of disciplines and experience including town planning, rural development, environmental planning and management, infrastructure planning, socio-economic analysis, statistical analysis, economics, economic geography, agronomy, sociology, development planning, Property Management, GIS and project management.

The successful service provider will also be expected to have an understanding of, and experience in, the various applicable spatial planning legislations, other policies and legislation relevant for the area. The service provider should be well versed and have the ability to interact with a variety of stakeholders as well as good research, report writing and presentation skills.

As mandatory requirement, the Project Team leader must be registered with SACPLAN as a Professional Planner in terms of the Planning Profession Act, 2002 (a copy of valid registration certificate and proof of payment of fees and good standing is to be attached).

The successful service provider will be expected to enter into a service level agreement with the DALRRD in respect of the deliverables of the project.

The following is a list of required skills from service providers/consortiums:

- Proven technical competence in the fields of town and regional planning, geographic information science (GISc), rural development and sector specific competencies.
- Expertise in managing and coordinating a multi-disciplinary project (project management skills).
- Agricultural economist and environmentalist as part of project team.
- Good quality presentation skills of the proposal.

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- Ability to read and understand a variety of spatial information and analysis.
- Understanding of relevant rural development policy and legislation.
- Expertise in development of RDPs.
- Proven geography and GIS expertise (Geomatic Council registration mandatory).

It is recommended that the service provider submit a list of people who will be **directly** involved in the project containing, among other things, names, qualifications and their experience. This should clearly indicate what roles each team member will play.

The team leader and selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the DALRRD. It is expected that the **team leader** will be available for all meetings and engagements where he or she will present in detail, the deliverables.

6. CAPACITY BUILDING AND SKILLS TRANSFER

The DALRRD considers skills development as an integral part of the out sourcing process. The process should ensure that skills development and transfer is provided to the relevant DALRRD and municipal personnel. Proposals should indicate how skills development and transfer will be achieved in the DALRRD and the municipalities through these projects.

7. INFORMATION GATHERING

The responsibility for collecting information necessary for the successful execution of the project lies entirely with the service provider appointed for the project.

8. TERMS AND CONDITIONS OF THE BID

12.1 General

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

8.5.2. The DALRRD and service provider will sign a Services Level Agreement upon appointment.

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- 8.5.3. Staffing requirements will be identified at the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department of Agriculture, Land Reform and Rural Development.
- 8.5.4. No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the DALRRD, except where duly authorised to do so in writing by the DALRRD.
- 8.5.5. 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.
- 8.5.6. The successful service provider agrees to keep all records and information of, or related to the project confidential and to not disclose such records or information to any third party without the prior written consent of DALRRD.
- 8.5.7. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance and non-compliance with the contract.
- 8.5.8. The short-listed service providers may be required to do a presentation in person to the department; at their own cost should it be deemed necessary to do so.

8.6. Format of Proposal

- 8.6.1. All proposals are to respond to the requirements as per the Terms of Reference.
- 8.6.2. All proposals should be clearly indexed and easy to read.

9. FINANCIAL PENALTIES

Financial penalties shall be imposed for agreed upon milestones, targets, and deadlines 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.

Payments will be made only for work performed to the satisfaction of the Department of Agriculture, Land Reform and Rural Development (DALRRD). The Project Steering Committee will need to take a resolution concerning the work undertaken by the service provider. This resolution will then be reflected in the minutes of the meeting. The minutes will be submitted as part of the documentation required in order to process payment.

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Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

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

Official telephone and fax calls, including cell phone calls (an itemized billing will be required as proof of official or work related calls).

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

- The names of the persons nominated to be used on the project;
- The number of hours allocated to each nominated person for the duration of the project;
- The hourly tariff applicable to each nominated person;
- All monetary amounts must be in South African Rand;
- Disbursements must be indicated separately and inclusive; and
- VAT must be included.

10. PAYMENTS AND UNDUE DELAY REMEDIES

Payments shall be effected once the Project Steering Committee has recommended and all the deliverables have been met. Should it be found that the delay of the project in terms of the agreed time period is unreasonable, then for every five (5) 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:

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Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	20 days overdue	25 days overdue	More than 30 days overdue
PHASE 1 Project plan and Inception report	10%	10%	15%	20%	25%	30%	35%
PHASE 2 Status-Quo Report	25%	10%	15%	20%	25%	30%	35%
Phase 3 Strategic Intervention Areas	15%	10%	15%	20%	25%	30%	35%
PHASE 4 Implementation Strategies	15%	10%	15%	20%	25%	30%	35%
PHASE 5 Action Plan	15%	10%	15%	20%	25%	30%	35%
PHASE 6 Retention: Finalisation and Approval	10%	10%	15%	20%	25%	30%	35%
Total	100%						

11. RETENTION

The DALRRD shall retain the 10% of the total project cost until such time proof of adoption by the relevant authorities has been received from the service provider.

The service provider may apply to the DALRRD 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 DALRRD.

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: Spatial Planning and Land Use Management (SPLUM) are due to reasons attributable to the service provider during any phase of the project shall be borne by the service provider.

13. REPORTING AND ACCOUNTABILITY

During the execution of the project, the service provider must submit regular progress reports (monthly) and attend meetings at intervals as determined by the project team or steering committee managing the service provider.

All information captured and or used to generate the outputs of the project remains the property of DALRRD, and must be handed over in its totality when the project is closed. DALRRD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be reached during the course of the project becomes part of the contract. 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.

The project will be signed off by the Director: SPLUM when:

- Once all the end products have been delivered and approved by the Project Steering Committee.
- a formal presentation has been made to the Steering Committee, and
- The Director: SPLUM is satisfied that all requirements have been met.

14. EVALUATION PROCEDURE

As mandatory requirement, the Project Team leader must be registered with SACPLAN as a Professional Planner in terms of the Planning Profession Act, 2002 (a copy of valid registration certificate and proof of payment of fees and good standing is to be attached). Failure to attach the SACPLAN registration certificate together with the proof of payment of fees will lead to disqualification.

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

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First Stage - Evaluation of Functionality

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

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

Consultant’s technical score will be calculated as follows:

POINTS ALLOCATION

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIG HTS
1. RESOURCES (Key Personnel)	<ul style="list-style-type: none"> Team leader must hold a formal tertiary qualification, Registered as a Professional Planner with SACPLAN with a minimum ten (10) years’ experience and expertise in managing and coordinating a multi-disciplinary project (Project management skills within the spatial planning environment); (Attach certified copies of qualifications and a CV clearly indicating relevant skills, knowledge, a minimum of ten (10) years post qualification experience, qualifications and registration must be attached) 	15
	Very Poor (score 0) Professional town planner with Less than 4 years’ experience	
	Poor (score 1) Professional town planner and 4-6 years’ experience.	
	Average (score 2) Professional town planner and 7-9 years’ experience.	
	Good (score 3) Professional town planner and 10-12 years’ experience.	
	Very Good (score 4) Professional town planner and 13-14 years’ experience.	
	Excellent (score 5) Professional town planner and 15 years’ and above experience.	
	<ul style="list-style-type: none"> Composition of technical team to be utilized in the execution of the project; (CV’s clearly indicating relevant skills, knowledge, a minimum of ten (6) years post qualification experience, qualifications and registration by each team member must be attached) in Town Planning; rural development, environmental 	

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	<p>planning and management, infrastructure planning, socio-economic analysis, agricultural economics, economic geography, agronomy, sociology, development planning, Geographic Information Science, Property Management, Spatial econometrics and project management.</p> <table border="1"> <tr> <td>Very Poor (score 0)</td> <td>Skills provided are not in line with the qualification required and experience is less than what is required.</td> </tr> <tr> <td>Poor (score 1)</td> <td>Of all the skills required only 2 qualifications are part of the package and each member has experience of 6 years or more.</td> </tr> <tr> <td>Average (score 2)</td> <td>Of all the skills required only 4 qualifications are part of the package and each member has experience of 6 years or more.</td> </tr> <tr> <td>Good (score 3)</td> <td>Of all the skills required only 6 qualifications are part of the package and each member has experience of 6 years or more</td> </tr> <tr> <td>Very Good (score 4)</td> <td>Of all the skills required 8 qualifications are part of the package and have experience of 8 or more years</td> </tr> <tr> <td>Excellent (score 5)</td> <td>All above-listed qualification required available with 10 years or more post experience</td> </tr> </table>	Very Poor (score 0)	Skills provided are not in line with the qualification required and experience is less than what is required.	Poor (score 1)	Of all the skills required only 2 qualifications are part of the package and each member has experience of 6 years or more.	Average (score 2)	Of all the skills required only 4 qualifications are part of the package and each member has experience of 6 years or more.	Good (score 3)	Of all the skills required only 6 qualifications are part of the package and each member has experience of 6 years or more	Very Good (score 4)	Of all the skills required 8 qualifications are part of the package and have experience of 8 or more years	Excellent (score 5)	All above-listed qualification required available with 10 years or more post experience									
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Excellent (score 5)	All above-listed qualification required available with 10 years or more post experience																					
<p>2. CAPABILITY OF THE COMPANY (Proof of experience must be clearly and distinctly indicated)</p>	<p align="center">Experience, with reference letters for the following key areas serving as proof attached:</p> <ul style="list-style-type: none"> <p>Spatial development planning: Proven Integrated Development Plan (IDP) and Spatial Development Framework (SDF) knowledge and experience). 10</p> <table border="1"> <tr> <td>Very Poor (score 0)</td> <td>No knowledge and experience.</td> </tr> <tr> <td>Poor (score 1)</td> <td>Spatial development planning;; Proven Integrated Development Plan (IDP) and Spatial Development Framework (SDF) knowledge with experience of 2 projects.</td> </tr> <tr> <td>Average (score 2)</td> <td>Spatial development planning;; Proven Integrated Development Plan (IDP) and Spatial Development Framework (SDF) knowledge with experience of 3 - 4 projects.</td> </tr> <tr> <td>Good (score 3)</td> <td>Spatial development planning : Proven Integrated Development Plan (IDP) and Spatial Development Framework (SDF) knowledge with Experience of 5 - 6 projects.</td> </tr> <tr> <td>Very Good (score 4)</td> <td>Spatial development planning: Proven Integrated Development Plan (IDP) and Spatial Development Framework (SDF) knowledge with experience of 7 - 9 projects.</td> </tr> <tr> <td>Excellent (score 5)</td> <td>Spatial development planning: Proven Integrated Development Plan (IDP) and Spatial Development Framework (SDF) knowledge with Experience of 10 projects or more</td> </tr> </table> <p>Rural development planning experience. Experience in working with traditional authorities on planning and development related matters. 20</p> <table border="1"> <tr> <td>Very Poor (score 0)</td> <td>The tender failed to provide proof of what is required as per criteria</td> </tr> <tr> <td>Poor (score 1)</td> <td>At least 1 Rural development Implementation Plan developed. No proof of working with traditional authorities on planning and development related matters provided in the form of a reference letter.</td> </tr> <tr> <td>Good (score 3)</td> <td>At least 3 Rural development Implementation Plans developed. The information Has been clearly articulated but not proof of traditional authorities have been provided in the form of a refence letter</td> </tr> <tr> <td>Excellent (score 5)</td> <td>At least 5 Rural development Implementation Plans developed. Experience in working experience with working with traditional authorities on planning and development related matters provided in the form a refence letter.</td> </tr> </table> 	Very Poor (score 0)	No knowledge and experience.	Poor (score 1)	Spatial development planning;; Proven Integrated Development Plan (IDP) and Spatial Development Framework (SDF) knowledge with experience of 2 projects.	Average (score 2)	Spatial development planning;; Proven Integrated Development Plan (IDP) and Spatial Development Framework (SDF) knowledge with experience of 3 - 4 projects.	Good (score 3)	Spatial development planning : Proven Integrated Development Plan (IDP) and Spatial Development Framework (SDF) knowledge with Experience of 5 - 6 projects.	Very Good (score 4)	Spatial development planning: Proven Integrated Development Plan (IDP) and Spatial Development Framework (SDF) knowledge with experience of 7 - 9 projects.	Excellent (score 5)	Spatial development planning: Proven Integrated Development Plan (IDP) and Spatial Development Framework (SDF) knowledge with Experience of 10 projects or more	Very Poor (score 0)	The tender failed to provide proof of what is required as per criteria	Poor (score 1)	At least 1 Rural development Implementation Plan developed. No proof of working with traditional authorities on planning and development related matters provided in the form of a reference letter .	Good (score 3)	At least 3 Rural development Implementation Plans developed. The information Has been clearly articulated but not proof of traditional authorities have been provided in the form of a refence letter	Excellent (score 5)	At least 5 Rural development Implementation Plans developed. Experience in working experience with working with traditional authorities on planning and development related matters provided in the form a refence letter .	
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Average (score 2)	Spatial development planning;; Proven Integrated Development Plan (IDP) and Spatial Development Framework (SDF) knowledge with experience of 3 - 4 projects.																					
Good (score 3)	Spatial development planning : Proven Integrated Development Plan (IDP) and Spatial Development Framework (SDF) knowledge with Experience of 5 - 6 projects.																					
Very Good (score 4)	Spatial development planning: Proven Integrated Development Plan (IDP) and Spatial Development Framework (SDF) knowledge with experience of 7 - 9 projects.																					
Excellent (score 5)	Spatial development planning: Proven Integrated Development Plan (IDP) and Spatial Development Framework (SDF) knowledge with Experience of 10 projects or more																					
Very Poor (score 0)	The tender failed to provide proof of what is required as per criteria																					
Poor (score 1)	At least 1 Rural development Implementation Plan developed. No proof of working with traditional authorities on planning and development related matters provided in the form of a reference letter .																					
Good (score 3)	At least 3 Rural development Implementation Plans developed. The information Has been clearly articulated but not proof of traditional authorities have been provided in the form of a refence letter																					
Excellent (score 5)	At least 5 Rural development Implementation Plans developed. Experience in working experience with working with traditional authorities on planning and development related matters provided in the form a refence letter .																					

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO REVISE DRDP FOR SEKHUKHUNE DISTRICT IN LIMPOPO PROVINCE FOR A PERIOD OF TWELVE (12) MONTHS

	<ul style="list-style-type: none"> Applied economics, socio-economic and agro-economics geographical analytical experience 	10	
	Very Poor (score 0)	The tender failed to provide required information in terms of experience	
	Poor (score 1)	The information provided doesn't show the breakdown of critical activities	
	Average (score 2)	The information provided omits important tasks There is a lack of clarity and logic in the sequence. Less than 3 relevant analytical projects listed,	
	Good (score 3)	All key capacity have been provided and in detail: Applied economics, socio-economic analysis economic geography (economic specialist to address Economic Development in the Region) and (experience in analysis of the rural areas including agriculture and economies). 3 to 4 Analytical projects listed.	
	Very Good (score 4)	All key capacity have been provided and in detail: Applied economics, socio-economic analysis economic geography (economic specialist to address Economic Development in the Region) and (experience in analysis of the rural areas including agriculture and economies). 5 relevant analytical projects listed	
	Excellent (score 5)	The information fits project deliverables: Applied economics, socio-economic analysis economic geography (economic specialist to address Economic Development in the Region) and (experience in analysis of the rural areas including agriculture and economies More than 5 relevant analytical Projects listed	
	<ul style="list-style-type: none"> Geographic Information Science (spatial modeling, spatial analysis, advanced cartography and advanced data analytics). List of projects or client supported provided as proof. 		10
	Very Poor (score 0)	No proof of experience attached or provided and if provided is it not compiled to perfection.	
	Poor (score 1)	The information required not clear (Proof of experience must be clearly and distinctly indicated): Geographic .Information Science (spatial modeling, spatial analysis, advanced cartography and advanced data analytics	
Average (score 2)	The service provider information omits relevant activities and not in detail (Proof of experience must be clearly and distinctly indicated): Geographic Information Science (spatial modeling, spatial analysis, advanced cartography and advanced data analytics		
Good (score 3)	The service provider has provided 3 activities with regard to the experiences required (Proof of experience must be clearly and distinctly indicated): Geographic Information Science (spatial modeling, spatial analysis, advanced Cartography and advanced data analytics		
Very Good (score 4)	The service provider has provided all 4 experiences required as per the terms of reference (Proof of experience must be clearly and distinctly indicated) Geographic Information Science (spatial modeling, spatial analysis, advanced cartography and advanced data analytics		
Excellent (score 5)	The service provide has provided (5 or more activities) experiences than required as per terms of reference (Proof of experience must be clearly and distinctly indicated): Geographic Information Science (spatial modeling, spatial analysis, advanced cartography and advanced data analytics		
3. METHODOLOGY AND PROJECT MANAGEMENT	<ul style="list-style-type: none"> A broad overview of approaches and methodologies that may be employed to tackle this specific assignments. An example of such methodology and project management must be attached thereto, together with a project plan. 	20	
	Very Poor (score 0)	The tender has failed to address the question and not provided the milestones	
	Poor (score 1)	Methodology and project management approach is confusing and not clear	

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO REVISE DRDP FOR SEKHUKHUNE DISTRICT IN LIMPOPO PROVINCE FOR A PERIOD OF TWELVE (12) MONTHS

	Average (score 2)	Methodology and project management approach have been provided but no detailed project plan	
	Good (score 3)	Methodology and project management approach have been provided with a detailed project plan	
	Very Good (score 4)	Methodology and project management approach have been provided with a detailed project plan with clear milestone	
	Excellent (score 5)	Methodology and project management approach have been provided with a detailed project plan, clear milestone and deliverables which respond adequately to the terms of reference	
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100			

NB:

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

14.4. The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid, as indicated in the table below (next page). The lowest acceptable bid will score 80 points for price and maximum of 20 points to Specific goals.

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

14.5. Bidders who wish to claim points in terms of SDB 6.1 need to provide proof for each point claimed as guided below:

- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who has a disability – **attach doctor’s letter confirming the disability**
- Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Specific goal: **Locality** –
 - (a) a **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
 - (b) a valid lease agreement from the lessor **or**
 - (c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO REVISE DRDP FOR SEKHUKHUNE DISTRICT IN LIMPOPO PROVINCE FOR A PERIOD OF TWELVE (12) MONTHS

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

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: Who is youth	2		
V. Specific goal: Locality (Promotion of enterprises located in a specific province (Limpopo Province))	3		

15. ENQUIRIES

Query	Name	Contact Details
Technical	Mr Timmy Shilenge	(015) 495 1891 or 082 577 5570 Timmy.Shilenge@dalrrd.gov.za
Bid related	Ms D Mongwai	(015) 495 1703 daisy.mongwai@dalrrd.gov.za

16. PUBLICATION

- Departmental Website
- E-tenders

DALRRD LP 0003 (2023/2024)

THE APPOINTMENT OF SERVICE PROVIDERS TO REVISE DISTRICT RURAL DEVELOPMENT PLAN FOR SEKHUKHUNE DISTRICT IN LIMPOPO PROVINCE FOR A PERIOD OF TWELVE (12) MONTHS

CLOSING DATE: 17 AUGUST 2023 @ 11:00

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION.

DATE: 04 AUGUST 2023

TIME 11:00

TECHNICAL ENQUIRIES : Timmy Shilenge
TEL : (015) 495 1891 or 082 577 5570
EMAIL : Timmy.Shilenge@dalrrd.gov.za

BID RELATED ENQUIRIES: Ms D Mongwai/ Ms R Maphoto
TEL : (015) 495 1703 / 015 495 1855
EMAIL : daisy.mongwai@dalrrd.gov.za / rhoda.maphoto@dalrrd.gov.za

[NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19, THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER BOX.](#)

FINANCIAL PROPOSAL – PART 2 OF 2

PRICING SCHEDULE



(Professional Services)

NAME OF BIDDER:	BID NO.: DALRRD LP 0003 (23/24)
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

MILESTONE	TIME-FRAME	RATE PER DAY	RATE PER MONTH
PHASE 1 INCEPTION REPORT			
PHASES 2 STATUS-QUO REPORT			
PHASES 3 STRATEGIC INTERVENTION AREAS REPORT			
PHASES 4 IMPLEMENTATION STRATEGIC REPORT			
PHASES 5 ACTION PLAN REPORT			
PHASES 6 FINALISATION AND ADOPTION			

TOTAL: R.....

Name of Bidder:

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

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

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

- 6. Period required for commencement with project after acceptance of bid
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Agriculture, Land Reform and Rural Development
ABSA Building
70 Hans van Rensburg Street
Polokwane
0699
Daisy Mongwai / Rhoda Maphoto

Tel: (015) 495 1703 / 015 495 1855

Or for technical information –

Timmy Shilenge

Tel: (015) 495 1891 or 082 577 5570