LA 1.2

NW-TEN 01 (005) 2026/2027

APPOINTMENT OF PROFESSIONAL CONSULTING ENGINEERS SERVICES FOR PLANNING, DESIGN, SUPERVISION, COMMISSIONING, MONITORING AND EVALUATION FOR DEVELOPMENT AND IMPLEMENTATION OF INFRASTRUCTURAL PROJECTS IN THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT FOR LAND DEVELOPMENT SUPPORT PROGRAMME AND OTHER DIRECTORATES WITHIN LAND REDISTRIBUTION AND TENURE REFORM BRANCH IN NORTH WEST PROVINCE FOR 3 YEARS PERIOD.

COMPULSORY BRIEFING SESSION

24 NOVEMBER 2026
11:00
1ST FLOOR BOARDROOM
MEGACITY BUILDING
WEST GALLERY
CORNER JAMES MOROKA & SEKAME RD
MMABATHO

CLOSING DATE: 03 DECEMBER 2026
11:00am

TECHNICAL ENQUIRIES	: Mr Diketso Mache
TEL	: 018 388 7007
EMAIL	: diketso.mache@dlrrd.gov.za

BID RELATED ENQUIRIES	: Ms Xoliswa Job
TEL	: 018 388 7044
EMAIL	: Nathania.job@dlrrd.gov.za

land reform &
rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

LA 1.1

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

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

BID NUMBER: NW-TEN01 (005) 2026/2027
CLOSING TIME: 11H00 **CLOSING DATE:** 03 DECEMBER 2026

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

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1. Kindly furnish us with a bid for services shown on the attached forms.

2. Attached please find LA1.1, LA 1.3 the General Contract Conditions (GCC), LA 1.6, SBD 1, SBD4, SBD6.1, Terms of reference (TOR).

3. The service will be evaluated using preference points system as prescribed in the Preferential Procurement Regulation (PPR). The lowest acceptable will score 80 points for price and a maximum of 20 points will be awarded for attaining Specific Goals (HDI, Female, Disability, Who is Youth, Locality).

4. The attached forms must be completed in detail and returned with your proposal. Each quotation document must be submitted in a separate sealed envelope stipulating the following information:

5. Name and Address of the bidder, quotation number and closing date of proposal. ***(failure to comply will disqualify your proposal)***

Yours faithfully

Signed
Miss Xoliswa Job
Deputy Director: Supply Chain
Date:10/11/2026

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
BID NUMBER:	NW-TEN 01 (005) 2026/2027	CLOSING DATE:	03 DECEMBER 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF PROFESSIONAL CONSULTING ENGINERS SERVCES FOR PLANNING, DESIGN, SUPERVISION, COMMISSIONING, MONITORING AND EVALUATION FOR DEVELOPMENT AND IMPLEMENTATION OF INFRASTRUCTURAL PROJECTS IN THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT FOR LAND DEVELOPMENT SUPPORT PROGRAMMEE AND OTHER DIRECTORTES WITHIN LAND REDISTRIBUTION AND TENURE REFORM BRANCH IN NORTH WEST PROVINCE FOR 3 YEARS PERIOD.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

CNR JAMES MOROKA & SEKAME DRIVE

WEST GALLERY, MEGACITY

MMABATHO

2735

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Xoliswa Job	CONTACT PERSON	Diketso Mache
TELEPHONE NUMBER	018 388 7044	TELEPHONE NUMBER	018 388 7007
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Nathania.job@dlrrd.gov.za	E-MAIL ADDRESS	Diketso.mache@dlrrd.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 OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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: .....

MAP TO BIDDER BOX (B BOX)

NW-TEN 01 (005) 2026/2027 CLOSING DATE: 03 DECEMBER 2026 AT 11:00

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

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

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

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

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

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

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

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

SUBMIT YOUR BID IN A SEALED ENVELOPE

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (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.

LA1.7

AUTHORITY OF SIGNATORY

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

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

MABEL HOUSE (Pty) Ltd

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

MR A.F JONES

has been duly authorised to sign all documents in connection with

Contract no RDLR-0002(2012/2013), and any contract which may arise there from,

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

SIGNED ON BEHALF OF THE COMPANY:	**(Signature of Managing Director)**
IN HIS CAPACITY AS:	**Managing Director**
DATE:	**20 May 2000**
SIGNATURE OF SIGNATORY:	**(Signature of *A.F Jones)***

As witnesses:

1. .....
2. .....

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

Date: .....

LA1.6: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1 The Enterprise submits a Tender to the Department of Rural Development and Land Reform in respect of the following project:

_____

_____

(project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

1. ** Delete which is not applicable.*
2. ***NB.** This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Tendering Enterprise.*
3. *Should the number of Directors / Members / Partners exceed the space available above, additional names capacity and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

LA1.6 RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____

(Legally correct full name and registration number, if applicable, of the Enterprise)

held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1 The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

_____

_____

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Rural Development and Land Reform in respect of the following project:

_____

_____

_____

(Project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4 The Enterprise choose as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____

_____

_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. ** Delete which is not applicable.*
2. ***NB**. This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Tendering Enterprise.*
3. *Should the number of Directors / Members / Partners exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

LA1.6 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1 _____

_____

2 _____

_____

3 _____

_____

4 _____

_____

5 _____

_____

6 _____

_____

7 _____

_____

8 _____

_____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Rural Development and Land Reform in respect of the following project:

_____

_____

(Project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

B. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

_____

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____

_____

_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1 ** Delete which is not applicable.*
2. ***NB**: This resolution must be signed by <u>all</u> the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender.*
3. *Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.*
4. *Resolutions, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture must be attached to the Special Resolution.*

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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

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

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1. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and

(f) "Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -

- Before 27 April 1994; or
- On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

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

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

2.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

2.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

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

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

(I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:

- **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.

(II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:

- **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.

(III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:

- **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:

- **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:

- **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

5. SUB-CONTRACTING

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

YES		NO	

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: .....%

ii) The name of the sub-contractor: .....

iii) Points claimed for HDI by the sub-contractor: .....

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm: .....

6.2. Company registration number: .....

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

No	Item	Page
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1. BACKGROUND

The Department of Land Reform and Rural Development (DLRRD) has a number of programs to support the livelihood of rural communities and development in North West Province. These programs include Infrastructure development for Land reform beneficiaries and are implemented across all municipalities within all four (4) Districts of North West Province. The infrastructure that includes transport, water supply, sanitation and electricity; housing social infrastructure that includes education, health, community facilities, information and communication technology, and telecommunications; economic and market infrastructure that includes marketplaces, financial infrastructure, enterprise zones, transport terminals and environmental and resilience infrastructure that includes, flood management, soil and land conservation, waste management and agricultural development.

The optimal, sustainable, and improved rural livelihoods, as well as the promotion of social and economic development on Land Reform projects in the North West Province, remain the responsibility of the Department of Land Reform and Rural Development (DLRRD). It is therefore of fundamental importance that the set legislations, strategies, plans and reforms are translated into action in promoting broad economic development in the form of addressing the legacy of land dispossession, food security, rural economic development, job creation and business development. Promotion of the latter will therefore be based on the provision of post-settlement support to intended beneficiaries of the land reform projects within the parameters of the stipulated Departmental programmes.

2. SCOPE OF WORK

The goal of this term contract appointment is to obtain the services of experienced specialised multi-disciplinary professional engineering consultants to meet the technical requirements for the successful implementation and construction of basic infrastructure on an as-and-when-required basis for a period of 36 months.

The contract will be rates-based and professional fees will be governed by or regulated by Guideline Scope of Services and Tariff of Fees for Persons Registered in Terms of the Engineering Profession Act, 2000 (Act 46 of 2000). Refer also to the Department of Public Service and Administration (DPSA) and Department of Public Works (DPW) websites in this regard.

Rates for persons not registered in terms of the Engineering Profession Act, should be in accordance with their relevant professional bodies and registered with the South African Council for Natural Scientific Professions (SACNASP), according to the Natural Scientific Professions Act, 2003 (Act No. 27, 2003), where applicable.

2.1 Consulting Period

The consulting services are required for a period of thirty-six (36) months from the date of signing the Contract.

2.2 Programs and Projects

2.2.1 Programs

The services will be required for various programs by the branch Land Redistribution and Tenure Reform Branch. They include among others:

- Establishment and /or Revitalisation of infrastructure in all land reform and rural development projects
    - Redistribution projects (SADT, LRAD, SPLAG, PLAS and other form of land redistribution programs)
    - Restitution projects (Post Settlement Support)
    - Tenure Reform projects (CPAs, Labour Tenants and Farm dwellers)
    - Communal land
- Land Development Support projects
- Property Management – Establishment, Maintenance and/or upgrade of existing infrastructure on state land (SADT, PLAS farms)
- Food security projects

2.2.2 **Typical Projects:**

Infrastructure

- Transport: Rural roads, Footpaths, Bridges
- Water Supply: Boreholes, Wells, Piped and bulk water systems
- Sanitation: Toilets, Septic and Wastewater management systems
- Electricity: Rural electrification (grid and off-grid), Solar systems
- Housing: Low-cost rural housing, Upgraded informal dwellings and lodging

Social Infrastructure

- Education: Primary and secondary schools, adult learning centres, Libraries.
- Health: Rural clinics and mobile health units, Maternity wards.
- Community Facilities: Community halls, Recreational centres, Sports fields.
- Information and Communication Technology and Telecommunications: Cell phone towers, Internet hubs, Public Wi-Fi zones.

Agricultural and related Infrastructure

- Irrigation infrastructure
- Animal & Crop Production and storage houses or facilities
- Animal and crop production fencing
- Soil Conservation/Rehabilitation Structures
- Agro-Processing Facilities
- Dam safety and water holding facilities

Other Engineering Advisory services

- Advisory services on machinery and equipments
- Environmental Studies (Environmental Impact Assessments, Environmental Management Plan, Water Use Licence Authorization, etc).
- Occupational Health and Safety.

2.3 PSSC and District Offices

The point of services to be provided shall be on specific locations or farms as shall be directed by the relevant implementing office/programme from the following:

- Provincial Shared Services Centre (PSSC): North West, Mmabatho
- Bojanala Platinum District
- Ngaka Modiri Molema District
- Dr Ruth Segomotsi Mompati District
- DR Kenneth Kaunda District

2.4 Appointment Approach

The Department of Land Reform and Rural Development –North West Province reserves the right to appoint different multidisciplinary Consultants or NOT to appoint.

A panel will be appointed for the whole province serving all district in the North West Province.

2.5 Allocation of Work to the Appointed Service Providers.

✓ The Department will enter into the Service Level Agreement (SLA) with the appointed Service Provider/s that will be used to manage their performance.

- ✓ The Department reserves the right to terminate the services of appointed service providers due to poor performance, through contract management processes as stipulated in the SLA.
- ✓ The engagement model will be outlined in the service level agreement (SLA) to be signed with the successful bidders.
- ✓ The sourcing of services from the panel will be as and when required.

2.6 Implementing Authority

Implementing Authority: Land Reform and Rural Development– North West Provincial Shared Services Centre

Address of Implementing Authority : **DLRRD NW Provincial Shared Service Centre**

Private Bag X74, Mmabatho 2735;

Corner James Moroka & Sekame Drive;

West Gallery - Megacity Complex;

Mmabatho

2735

Tel: 018 388 7000

Contact person – **Program Manager : Mr Diketso Mache**

Tel: (018) 388 7007

Diketso.Mache@dlrrd.gov.za

SCM Enquiries **Ms Xoliswa Job**

Tel: (018) 388 7044

Nathania.Job@dlrrd.gov.za

2.7 Objectives and Minimum Standards

The overall objective is to provide Multidisciplinary Professional Consulting Engineering Services for Land Reform and Rural Development Programs with active participation of Program & Project Managers, Relevant Officials and Beneficiaries.

To achieve these objectives, the consulting services shall meet the following guidelines and standards:

a) All applicable SA National Standards (SANS).

b) All applicable Acts and Regulations.

c) Directives particular to the Project as required by the Client Body:

d) Professional engineering interpretation to be simplified for the use of non-engineering client

Multidisciplinary Professional Consulting Engineering firms shall adhere to and comply with the following:

a) Project and Construction Management Act, 2000 (Act No. 48 of 2000)

b) Engineering Profession Act, 2000 (Act no 46 of 2000) (Civil, Structural, Mechanical Electrical and Agricultural Engineering)

c) Quantity Surveying Profession Act, 2000 (Act no 49 of 2000),

d) Architectural Professions Act, 2000 (Act no 44 of 2000),

e) Planning Profession Act, 2002 (Act 36 of 2002)

f) Natural Scientific Professions Act of 2003, (Act 27 of 2003)

g) Land Survey Act, 1997 (Act No. 8 of 1997)

h) Construction, Health and Safety Act of 2000 (Act No. 48 of 2000)

2.8 General Scope (GS) of Works

The contract will be rates-based and professional fees will be governed by or regulated by Guideline Scope of Services and Tariff of Fees for Persons Registered in Terms of the Engineering Profession Act, 2000 (Act 46 of 2000).

GS1 Scoping Report / Feasibility Study (Incl. Environmental Impact Assessment where required)

GS2 Cost Estimation

GS3 Technical Report

GS4 Land survey (E.g. Topographical and aerial photography)

GS5 Preliminary Engineering Design (Incl.OHS)

GS6 Detailed Design

GS7 Compilation of Specifications, Drawings and Bills of Quantities/Rates

GS8 Tender, Bidding and Adjudication Procedures

GS9 Assist farmers and beneficiaries in appointing reputable contractors in LDS

GS10 Project Management (Incl. OHS)

GS11 Supervision, Monitoring & Evaluation and Certification of construction work

GS12 Skills transfer to officials and farmers

GS13 Close-out Report (Incl. As-built drawings and O&M manuals)

The format of documentation should be as follows:

Reports: Hard copies and electronic copies in PDF format, Word & Excel format on request.

Plans & Drawings: Hard copies and electronic copies in PDF & DXF format

Tender documents: Hard copies and electronic copies in Word & Excel format

Survey data: Electronic copies in DTM format and compatible with various Design Software.

Aerial photography: Geo-referenced electronic copy in JPG, TIF or SID format.

Note: All electronic data should be GIS compatible.

2.9 Specific Scope (SS)of Work

Specific Scope of Work

SS1: Water supply for Agricultural, Industrial and Domestic use	SS2: Irrigation
Consulting activities to include: ▪ Desk study (Existing reports and designs, database search, statistical data). ▪ Water allocation (Incl. Inter alia, verification, validation, Water licence and rights). ▪ Site verification and role player liaison. ▪ Water source development (Incl. Groundwater – ▪ Sitting, drilling and testing). ▪ Geotechnical or Geo-hydrological interpretation. ▪ Laboratory analyses. ▪ Data processing and demand analysis. ▪ Hydraulic analysis. ▪ Design water supply works. ▪ Compile specifications, drawings and Bills of Quantities/Rates. ▪ Compile tender/bidding documentation and execute adjudication procedures. ▪ Execute construction supervision and project management. ▪ Act as agent for the client in terms of OHS. ▪ Commission the Works. ▪ Compile close-out report (Incl. as build plans and O&M manuals).	Consulting activities to include: ▪ Desk study (Existing reports and designs, database search, statistical data). ▪ Site verification and role player liaison. ▪ Interpretation of soil survey. ▪ Laboratory analyses. ▪ Data processing and demand analysis. ▪ Hydraulic analysis. ▪ Design an irrigation system. ▪ Compile specifications, drawings and Bills of Quantities/Rates. ▪ Compile tender/bidding documentation and execute adjudication procedures. ▪ Execute construction supervision and ▪ project management. ▪ Act as agent for the client in terms of OHS. ▪ Commission the Works. ▪ Compile close-out report (Incl. as build plans and O and M manuals).

SS3: Farm structures and animal handling facilities (per project)	SS4: Steel structures and storerooms (per project)
Consulting activities to include: - Desk study (data base search, statistical data). - Site verification and role player liaison. - Geotechnical interpretation. - Laboratory analyses. - Data processing and demand analysis. - Design farm structures and animal handling facilities. - Compile specifications, drawings and Bills of Quantities/Rates. - Compile tender/bidding documentation and execute adjudication procedures. - Execute construction supervision and project management. - Act as agent for the client in terms of OHS. - Commission the Works. - Compile close-out report (Incl. as build plans and O and M manuals).	Consulting activities to include: - Desk study (database search, statistical data). - Site verification and role player liaison. - Geotechnical interpretation. - Laboratory analyses. - Data processing and demand analysis. - Design steel structures and storerooms. - Compile specifications, drawings and Bills of Quantities/Rates. - Compile tender/bidding documentation and execute adjudication procedures. - Execute construction supervision and project management. - Act as agent for client in terms of OHS. - Compile close-out report (Incl. as build plans and O and M manuals).
SS5: Stock, Game and Security fencing (per project)	**SS6: Farm, Rural Roads and Bridges (per project)**
Consulting activities to include: - Desk study (database search, statistical data). - Site verification and role player liaison. - Geotechnical interpretation. - Laboratory analyses. - Data processing and demand analysis. - Design fences. - Compile specifications, drawings and Bills of Quantities/Rates. - Compile tender/bidding documentation and execute adjudication procedures. - Execute construction supervision and project management. - Act as agent for the client in terms of OHS. - Commission the Works. - Compile close-out report (Incl. as build plans and O and M manuals).	Consulting activities to include: - Desk study (database search, statistical data). - Site verification and role player liaison. - Geotechnical interpretation. - Laboratory analyses. - Data processing and demand analysis. - Design the Works (Incl. surface drainage on roads). - Compile specifications, drawings and Bills of Quantities/Rates. - Compile tender/bidding documentation and execute adjudication procedures. - Execute construction supervision and project management. - Act as agent for the client in terms of OHS. - Compile close-out report (Incl. as build plans and O and M manuals).

SS7: Electricity supply and reticulation (per project)	SS8: Refurbishment and construction of Offices and houses (per project)
Site verification and role player liaison. Geotechnical interpretation. Data processing and demand analysis. Design the Works. Compile specifications, drawings and Bills of Quantities/Rates. Compile tender/bidding documentation and execute adjudication procedures. Execute construction supervision and project management. Act as agent for the client in terms of OHS. Commission the Works. Compile close-out report (Incl. as build plans and O and M manuals).	Site verification and role player liaison. Geotechnical interpretation. Data processing and demand analysis. Design the Works. Compile specifications, drawings and Bills of Quantities/Rates. Compile tender/bidding documentation and execute adjudication procedures. Execute construction supervision and project management. Act as agent for the client in terms of OHS. Commission the Works. Compile close-out report (Incl. as build plans and O and M manuals).

SS9: Canals, Weirs, and Dams (per project)	SS10: Soil Conservation Structures (per project)
Consulting activities to include: Desk study (database search, statistical data). Water allocation (Water licence and rights). Site verification and role player liaison. Geotechnical interpretation. Hydrological interpretation. Hydraulic analysis. Laboratory analyses. Data processing and demand analysis. Design the works. Compile specifications, drawings and Bills of Quantities/Rates. Compile tender/bidding documentation and execute adjudication procedures. Execute construction supervision and project management. Act as agent for the client in terms of OHS. Compile close-out report (Incl. as build plans and O and M manuals).	Consulting activities to include: Desk study (database search, statistical data). Site verification and role player liaison. Geotechnical interpretation. Hydrological interpretation. Hydraulic analysis. Laboratory analyses. Data processing and demand analysis. Design the works. Compile specifications, drawings and Bills of Quantities/Rates. Compile tender/bidding documentation and execute adjudication procedures. Execute construction supervision and project management. Act as agent for the client in terms of OHS. Compile close-out report (Incl. as build plans and O and M manuals).

SS11: Dam Safety	SS12: Agro-Processing
Consulting activities to include: - Desk study (database search, statistical data). - Site verification and role player liaison. - Geotechnical interpretation. - Hydrological interpretation. - Hydraulic analysis. - Laboratory analyses. - Data processing and demand analysis. - Design the works. - Compile specifications, drawings and Bills of Quantities/Rates. - Compile tender/bidding documentation and execute adjudication procedures. - Execute construction supervision and project management. - Act as agent for the client in terms of OHS. - Compile close-out report (Incl. as build plans and O and M manuals).	Consulting activities to include: - Desk study (database search, statistical data). - Site verification and role player liaison. - Geotechnical interpretation. - Analysis for product-specific requirements. - Laboratory analyses. - Data processing and demand analysis. - Design the works. - Compile specifications, drawings and Bills of Quantities/Rates. - Compile tender/bidding documentation and execute adjudication procedures. - Execute construction supervision and project management. - Act as agent for the client in terms of OHS. - Compile close-out report (Incl. as build plans and O and M manuals).

SS13: Supervision of Contractors

Consulting activities to include:

a) Familiarise with the DLRRD plans, programs and contracts.
b) Site verification and role player liaison.
c) Act as the DLRRD Agent by managing Consultants on other projects.
d) Construction supervision of work undertaken by the companies and Contractors as follows:

- The function of the construction supervision work is to represent the DLRRD on site, including the following:-
- Ensuring that the equipment and materials used are according to the required standards and specifications.
- Review of work procedures.
- Ensuring that the equipment is installed correctly and according to the approved specifications and designs (e.g. laying of pipe).
- Checking that the specified South African National Standards codes are adhered to.
- Ensuring that the pre-approved design is adhered to.

e) Design Review:

- The contractors and farmers can submit designs and bills of material to the DLRRD for checking on an ongoing basis. Once satisfied, the DLRRD then issues an order for the work. The Service Provider will provide support to the DLRRD for this design review function. The function can best be described as technical auditing.
- This design review function includes:

  - Checking the bill of materials against the design;
  - Checking of prices against the given rates and/or industry norms;
  - Checking compliance with relevant SANS codes; and
  - Spot checks on various critical parts of the design, e.g. pump selection, friction loss in mainline, road specification, etc.

f) Quality assurance of works:

- Check that the turn-key company has an approved quality assurance plan in place and that the plan is always implemented .
- Check various critical aspects of the installation, which could have major impacts on the longevity of the scheme, i.e. bedding and depth of pipe.

g) Project administration, including measurement of progress and checking of payment certificates:

- Measurement of progress on a weekly basis and preparation of progress reports monthly. Compare progress according to the approved and agreed program submitted by the contractor. Give instructions on behalf of the DLRRD to the contractor regarding deviations from the programme.

h) Training of DLRRD personnel:

- Certain DLRRD personnel have been appointed as project managers for the Land Development Support and Rural Infrastructure Development programmes. It is of utmost importance that the Service Provider/Consultant communicates and always co-operates with these DLRRD personnel .
- The Service Provider/Consultant is required to act as a mentor to these DLRRD personnel

nd assist in their efforts to become registered as Professionals under the Engineering Profession Act 46 of 2000.

j) Any other work which may be required by the DLRRD.

k) Compile tender/bidding documentation and execute adjudication procedures.

3. STAFFING

3.1 Conduct and Experience

The Consultant's staff shall always act professionally and with integrity, objectivity, and independence as a faithful technical advisor to the Employer. The Consultant's team shall have the necessary professional knowledge, skill, and experience to undertake the assignment. Appointed Consultants and their staff must comply with Engineering Council of South Africa (ECSA), including the Code of Conduct of other statutory bodies.

3.2 Specialised Skills

Personnel with specialized skills will be required by the Employer. The Consultant shall demonstrate to the Employer that they have the range of skills, experience, and resources necessary to meet the core requirements of this contract while also having the resources and skills to meet requirements for specialist personnel.

3.3 Empowerment

The commitment of the Employer to the Government's policy concerning the empowerment of historically disadvantaged individuals, companies and Small, Medium, Micro Enterprises (HDI/HDC/SMMEs) shall be noted and adhered to by the Consultant.

3.4 Experience

Bidders should indicate in their proposals their expertise and their capacity to undertake this assignment, together with an indicative plan.

Bidders must, in their submissions, prove their past experience in planning, design, procurement, construction supervision and project management of the following elements:

Infrastructure

- Transport: Rural roads, Footpaths, Bridges
- Water Supply: Boreholes, Wells, Piped and bulk water systems
- Sanitation: Toilets, Septic and Wastewater management systems
- Electricity: Rural electrification (grid and off-grid), Solar systems

- Housing: Low-cost rural housing, Upgraded informal dwellings and lodging

Social Infrastructure

- Education: Primary and secondary schools, adult learning centres, Libraries.
- Health: Rural clinics and mobile health units, Maternity wards.
- Community Facilities: Community halls, Recreational centres, Sports fields.
- Information and Communication Technology and Telecommunications: Cell phone towers, Internet hubs, Public Wi-Fi zones.

Agricultural and related Infrastructure

- Irrigation infrastructure
- Animal & Crop Production and storage houses or facilities
- Animal and crop production fencing
- Soil Conservation/Rehabilitation Structures
- Agro-Processing Facilities
- Dam safety and water holding facilities

Other Engineering Advisory services

- Advisory services on machinery and equipment's
- Environmental Studies (Environmental Impact assessments, Water use License Applications, Environmental Management Plan etc).
- Occupational Health and Safety.
- Geo technical and hydrological services.

3.5 Employer's Requirements

The following Employer's Requirements should also be noted:

Liaison with officials will be through the Program or Project Manager.

- The rates by the appointed Service Provider shall not exceed the gazetted professional rates as per the scope of work
- The Department of Land Reform and Rural Development in the North West Province reserves the right to increase or decrease the Terms of Reference to meet their requirements from time to time.

- There is no guarantee as to the minimum or maximum value of the final Contract.
- The rates will be applied unaltered to work carried out anywhere in the North West Province.

4 PRICING SCHEDULE

4.1 Notes on Personnel, Fees and Tariffs

The fees for engineering services rendered in accordance with the Scope of Work must be calculated in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in Terms of the Engineering Profession Act, 2000 (Act 46 of 2000),Refer also to the Department of Public Service and Administration (DPSA) and Department of Public Works and Infrastructure (DPWI) websites in this regard.

Rates for persons not registered in terms of the Engineering Profession Act, should be in accordance with their relevant professional bodies and registered with the South African Council for Natural Scientific Professions (SACNASP), according to the Natural Scientific Professions Act, 2003 (Act No. 27, 2003), where applicable.

For purpose of this bid, the bidders are required to provide an address in North West Province, from which all travel would be deemed to originate and shall be considered as the bidder's office. Note that the address provided will be verified. For those without a North West Province Office Address, the travelling reimbursement shall be calculated from the PSSC Office currently in Mafikeng, West Gallery Mega City Complex Mmabatho 2571. Travelling costs will be refunded for the full distance covered per return trip measured from the office of the bidder appointed or PSSC Office whichever is applicable, upon the submission of proof of such travelling. The bidder is expected to provide a travel plan as part of the inception report.

5. EVALUATION MANDATORY CRITERIA

Bidders are required to submit the following mandatory documents with their Bids. Failure to submit will lead to disqualification of the Bid:

a. Professional Indemnity Insurance of R5 million or Letter of intent for Bidding Consultants (Proof of cover of must be submitted and verifiable and remain valid for the duration of the contract).

b. Signed Curriculum Vitae (CV) and a valid professional ECSA registration certificate (PrivySeal), certified Identity Document **and a certified copy of qualification** for Team Leader with **Bachelor's degree in Civil Engineering or Agricultural Engineering .**

c. Proof of one of the active directors of the bidding company is a registered practitioner of ECSA or SACNASP or any relevant engineering body (latest valid company registration certificate, PrivySeal or proof of registration to a professional body and a certified ID Copy/ies of directors).

d. ECSA PrivySeal verifiable certificate for each ECSA registered professional not older than 30 days accessing the link. All PrivySeals must be accompanied by ECSA PrivySeal link. Other professionals to submitted not older than 30 days.

e. All foreign qualifications are to be accompanied by a South African Qualifications Authority (SAQA) accreditation certificate.

f. Attendance of a compulsory briefing session.

Administrative requirements:

a) Letter of authority on Company Letterhead. Attach a resolution letter authorizing a person to sign the bid documents..

In the case of a **ONE PERSON CONCERN** submitting a bid, this shall be clearly stated on the company letterhead.

In the case of a **COMPANY** submitting a bid, 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 bid, 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 bid, 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 bid.

In the case of **JOINT VENTURE** submitting a bid, it must 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.

b) All bidders must be registered with the Central Supplier Database (CSD).

c) Bidders must ensure compliance with their tax obligations. Bidders may submit a printed TCS/CSD/SARS PIN together with their bid.

d) In bids where a consortium/Joint Venture/subcontractors are involved, each party must submit a separate valid tax clearance certificate, SARS PIN, TCS or CSD printout.

5.1 Evaluation Methodology

Bidders will be evaluated for compliance and functionality. It is important that the relevant information is included to enable the Technical Proposal to be evaluated in accordance with the procedure outlined below. All supporting documents must be submitted.

The bid will be evaluated as per the criteria set out. Each must acquire the minimum points for the bid to be considered responsive. The bid evaluation will be conducted as follows:

a) Stage One: Basic Assessment

Bid documents shall be submitted as downloaded and printed from the website without any alterations. Any alterations will render the bid null and void and will be disqualified outright.

All forms, certificates and schedules shall be completed and signed in black ink. Mistakes made by the bidder shall not be removed by using correcting fluid (Tippex or similar) but shall be cancelled by drawing a line through the incorrect entry and initialing each correction or amendment. Failure to comply will be a disqualification.

Returnable documents that are required only for bid evaluation purposes are as follows:

i. Profile of Bidder's relevant experience.

ii. Completion certificates and traceable reference for similar services rendered (civil or agricultural engineering projects).

iii. Approach proposal and methodology – Full and Detailed.

iv. A detailed Organogram accompanied by the following

- Curriculum Vitaes (CVs) and certified copies of qualifications of the Team Leader and support Professional staff.
- Consent letters from each professional nominated in the bid not older than thirty (30) days. The consent from professional support staff must not be given to more than one bidder for the purpose of this bid. The use of professionals who are public servants is prohibited.
- All foreign qualifications are to be accompanied by a South African Qualifications Authority (SAQA) accreditation certificate.

b) Stage Two: Functionality

The bidding company and staff experience will be evaluated. Each bid will be assessed and awarded points for Functionality.

Only bidders that achieve **70** points out of **100** as well as specified **minimum accepted scores** of All set criteria for Functionality will be deemed to be acceptable and accredited to form part of the panel. The rest will be disqualified.

5.2 Functionality

A brief description of the scoring system is given below. A tabulated score sheet, which will be used in the evaluation, is provided below. Bidder's submissions will be evaluated based on compliance with the following criteria to determine the responsiveness to the bid requirements:

a) CV of the proposed project team highlighting qualifications and relevant experience of each team member with reference to the specifications of this bid. Team members can only occupy one position and scored once.

b) Provide project descriptions of completed projects, highlighting similarities between the completed projects and the specifications of this project. Highlight experience with similar projects in South Africa in the past 10 years. Provide contact details of employers for these projects.

c) The approach proposal must respond to the scope of work including company resources aligned to the nature of the contract and outline the proposed approach/methodology.

5.2.1 Key Project Team Requirement

The Bidder shall provide qualified Key Personnel for the successful execution of the scope of works. All personnel must possess relevant qualifications and valid professional registrations recognised by the appropriate South African statutory bodies as specified below: Below table contains the key project team and their minimum requirements for guidance and reference purposes.

Points will only be allocated to bidders who submitted supporting documents for key personnel as stated in the table. Any changes to Key Personnel during the contract shall require prior written approval by DLRRD and must meet the above criteria and in the table below.

KEY PERSONNEL	MINIMUM QUALIFICATION	EXPERIENCE	PROFESSIONAL REGISTRATION (SOUTH AFRICA)
Team Leader	Bachelor's degree NQF level 7 in Civil Engineering or Agricultural Engineering	Minimum 10 years managing infrastructure projects in South Africa	Registered Professional Engineer (Pr. Eng) with ECSA
Civil Engineer	Bachelor's degree or NQF level 7 in Civil Engineering	Minimum 5 years post- registration in infrastructure design and supervision	Registered Professional Engineer (Pr. Eng)/Technologist (Pr)
Agricultural Engineer	Bachelor's degree or NQF Level 7 in Agricultural Engineering or Equivalent	Minimum 5 years post- registration experience in agricultural infrastructure	Registered Professional Engineer (Pr. Eng) with ECSA
Architect	Bachelor's degree or NQF Level 7 in Architecture	Minimum 5 years post- registration experience in architectural design for community infrastructure	Registered Professional Architect with SACAP
Quantity Surveyor	Bachelor's degree or NQF level 7 in Quantity Surveying	Minimum 5 years of post-registration experience in cost estimation, contract administration, and procurement for projects	Registered Professional Quantity Surveyor with SACQSP
Mechanical Engineer	Bachelor's degree or NQF Level 7 in Mechanical Engineering	Minimum 5 years post- registration experience in mechanical services for infrastructure	Registered Professional Engineer (Pr. Eng)/ Technologist (Pr) with ECSA
Electrical Engineer	Bachelor's degree or NQF Level 7 in Electrical Engineering	Minimum 5 years post- registration experience in electrical infrastructure design and installation	Registered Professional Engineer (Pr. Eng) /Technologist (Pr) with ECSA
Environmental Consultant	Bachelor's degree or NQF Level 7 in Environmental Science or related field	Minimum 5 years post- registration experience in environmental impact assessments, compliance with South African environmental legislation	Registered with SACNASP or a member of SAIEP

Project Team Scoring

The applicable values that will be utilized when scoring each criterion range from 0 being poor, 3 average, 4 being good, and 5 being excellent.

TEAM DESCRIPTION, REQUIREMENTS AND SCORING (Minimum accepted score is 45)				WEIGHT
PROJECT TEAM: KEY RESOURCES				
Key Personnel	**Experience in years**	**Rating**	**Weighting**	
Team Leader Bachelor's degree or NQF Level 7 in Civil Engineering or Agricultural Engineering	20 years or more as a project leader	5	**15**	
	More than 15 and less 20 years as a project Leader	4		
	10 years and less 15 years as a project leader	3		
	Less than 10 years as a project Leader	0		
Civil Engineer Bachelor's degree or NQF Level 7 in Civil Engineering	10 years or more as a Structural Engineer	5	**10**	
	More than 8 and less 10 years as a Structural Engineer	4		
	5 years and less 8 years as a Structural Engineer	3		
	Less than 5 years as a Structural Engineer	0		
	10 years or more as a Mechanical Engineer	5		

Mechanical Engineer Bachelor's degree or NQF Level 7 in Mechanical Engineering	More than 8 and less 10 years as a Mechanical Engineer	4	**5**	**60**
	5 years and less 8 years as a Mechanical Engineer	3		
	Less than 5 years as a Mechanical Engineer	0		
Electrical Engineer Bachelor's degree or NQF Level 7 in Electrical Engineering	10 years or more as an Electrical Engineer	5	**5**	
	More than 8 and less 10 years as an Electrical Engineer	4		
	5 years and less 8 years as an Electrical Engineer	3		
	Less than 5 years as an Electrical Engineer	0		
Agricultural Engineer Bachelor's degree or NQF Level 7 in Electrical Engineering	10 years or more as an Agricultural Engineer	5	**10**	
	More than 8 and less 10 years as an Agricultural Engineer	4		
	5 years and less 8 years as an Agricultural Engineer	3		
	Less than 5 years as an Agricultural Engineer	0		
Architect Bachelor's degree or NQF Level 7 in Architecture	10 years or more as an Architect	5	**5**	
	More than 8 and less 10 years as an Architect	4		
	5 years and less 8 years as an Architect	3		
	Less than 5 years as an Architect	0		

Quantity Surveyor Bachelor's degree or NQF Level 7 in Quantity Surveying	10 years or more as a Quantity Surveyor	5	**5**
	More than 8 and less 10 years as a Quantity Surveyor	4	
	5 years and less 8 years as a Quantity Surveyor	3	
	Less than 5 years as a Quantity Surveyor	0	
Environmental Consultant Bachelor's degree or NQF Level 7 in Environmental Science or related field	10 years or more as an Environmental Consultant	5	**5**
	More than 8 and less 10 years as an Environmental Consultant	4	
	5 years and less 8 years as an Environmental Consultant	3	
	Less than 3 years as an Environmental Consultant	0	

5.2.3 Company Experience Scoring

The applicable values that will be utilised when scoring each criterion range from 0 =No Information, 1= Poor, 2= Average, 3 = Good, 4 Good, 5= Excellent.

Company Experience Scoring

SCORING (Minimum accepted score is 25)		WEIGHT	
COMPANY EXPERIENCE Provide a maximum of 5 relevant infrastructure planning, design and supervision related projects. These include among others: water supply, sanitation and electricity; housing, social infrastructure that includes education, health, community facilities, ICT & telecommunications; economic & market infrastructure that includes marketplaces, financial infrastructure, enterprise zones and environmental & resilience infrastructure that includes, flood management, soil & land conservation, waste management and both on and off farm agricultural infrastructure projects and above completed in the past 10 years (proof of completion and reference letter start and completion date must be attached). Each qualifying project scores 5 points.		**25**	**40**
Number of Projects	**Points**		
No projects submitted	0		
1 x qualifying project	1		
2 x qualifying projects	2		
3 x qualifying projects	3		
4 x qualifying projects	4		
5 x qualifying projects	5		o

APPROACH PROPOSAL AND METHODOLOGY		WEIGHT
The approach paper must respond to the scope of work, the nature of the contract and outline the proposed approach/methodology, including that relating to the controlling programming and management of sub-consultants in relation to the works that may be provided over the term of the contract. The approach paper, as such, needs to include: a) Table of Contents: Listing of contents of the approach paper with page numbers and References to annexures (if any); b) Executive Summary: A brief summary of the whole contents of the approach paper; c) Approach: Detailed approach that the bidder feels best to deliver the intended services for the project with identification of tasks for each of the activities/deliverables as have been foreseen, and work detailing at least the following: i. Understanding of Project Scope. ii. Methodology to be adopted, including a generic project implementation schedule for the services as given in the scope of work (Activity, task and sub-task wise to achieve the deliverables); Organogram for the proposed project team and their responsibilities. iii. Identified project Implementation Risks and Risk management Proposal. iv. Quality control mechanism to be adopted for the project deliverables. v. Stakeholder Identification, management, and reporting mechanisms to be followed	15	
TOTAL		**100**

NB: It is important that the tenderer provides information as requested, as this information will be used for functionality, for which a minimum of 70 points and a minimum accepted scores for each criterion must be achieved to be appointed and accredited into the panel.

5.3 RIGHT OF DLRRD TO INVESTIGATE AND SEEK CLARIFICATION

a) DLRRD may, in its sole discretion, seek clarification during the process. In the process of clarification, no change in the substance of the Technical Section sought, offered or permitted.

b) DLRRD will seek all clarifications in writing, and the bidders' responses shall also be in writing.

c) Without limiting the generality above, DLRRD may, in its sole discretion:

- investigate evidence of the ability and experience of a bidder under consideration, including joint venture partners, proposed subcontractors, and parties otherwise related to the bidder or the Tenderer's Proposal; and
- require or seek out confirmation from other parties of information furnished by a bidder.
- Provide proof of Professional Indemnity Insurance for the bidding process must be submitted by the successful bidder(s) within the period of fourteen working days after the award. The department reserves the right to cancel the contract if these required documents are not submitted within the specified time.

6. APPENDIX TO BIDDERS

Note: except for the items for which the DLRRD requirements have been inserted, the following information must be completed and submitted with the bid:

Employer's name and address **Department of Land Reform and Rural Development,** North West Province Provincial Shared Services Centre

Private Bag X74, Mmabatho 2735;

Time for completion of works Thirty-Six months (36)/ 3 years Law of the Contract South Africa

Ruling Language : English

Language for communication : English

Electronic transmission systems: E-mail with confirmation of receipt Confidential details N/A

Normal working hours :As per current Labor Legislation Wages payable to day laborers' Minimum wages to comply with the "Minimum Wage Legislation" for an area.

7 PUBLICATION

7.1 National Treasury e-Tender Portal

7.2 DLRRD Website

8 ADVERT TENDER PERIOD

8.1 Minimum of 21 calendar days

9 APPROVAL AND ENDORSEMENT