

SSC WC 11 (2024/2025) DALRRD

THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A REGIONAL STUDY WHICH INCLUDES BOTH AN INFRASTRUCTURE SYSTEMS ANALYSIS FOR THE GREATER CAPE TOWN REGION, AND AN INTER-MUNICIPAL SPATIAL DEVELOPMENT SCENARIO PLANNING EXERCISE FOR AN AREA OF THE N1 IN WESTERN CAPE, FOR A PERIOD OF FIFTEEN (15) MONTHS.

CLOSING DATE:

DATE: 29 NOVEMBER 2024

TIME: 11:00 AM

VENUE: BID BOX SITUATED AT NUMBER 14 LONG STREET, SECURITY AREA AT GROUND FLOOR. **IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO ENSURE THAT COURIER DELIVERIES MUST BE GIVEN INSTRUCTIONS TO DROP PROPOSALS INSIDE BID BOX AS NO WAYBILLS WILL BE SIGNED BY OFFICIALS.**

TECHNICAL ENQUIRIES

TEL

EMAIL

: Ms Tania de Waal

: 021 4834360

: tania.dewaal@westerncape.gov.za

BID RELATED ENQUIRIES

TEL

EMAIL

: Mr Mzubanzi Mntumni

: (021) 409 0523

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agriculture, land reform
& rural development

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



Chief Directorate: Provincial Shared Service Centre: **Sub-Directorate: Demand** and Acquisition
Management Services: **Enquiries:** Ms Melissa Andrews: **Tel:** (021) 409 0526

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

BID NUMBER: SSC WC 11 (2024/2025) DALRRD

CLOSING TIME: 11H00

CLOSING DATE: 29 NOVEMBER 2024

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 3.3, SBD4, SBD 6.1 and Terms of Reference.
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

MS RACHEL MASWANENG
ACTING DEPUTY DIRECTOR: SUPPLY CHAIN AND FACILITIES
MANAGEMENT SERVICES
DATE: 07/11/2024

MAP TO BIDDER BOX (B BOX)

SSC WC 11 (2024/2025) DALRRD CLOSING DATE: 29 NOVEMBER 2024 AT 11:00 AM.

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

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

THE SBD FORMS MUST BE SIGNED IN THE ORIGINAL

AND WITH BLACK INK SUBMIT ALL BIDS ON THE

OFFICIAL FORMS – DO NOT

RETYPE.

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

(Department of Agriculture, Land Reform and Rural Development)

Demand and Acquisition Management

(BIDS)

GROUND FLOOR (SECURITY AREA)

14 LONG STREET

CAPE TOWN

8000

THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IS OPEN 8 HOURS A DAY, 5 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 AM WHICH IS THE CLOSING TIME OF BIDS.

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

SUBMIT YOUR BID IN A SEALED ENVELOPE

GOVERNMENT PROCUREMENT

**GENERAL CONDITIONS OF CONTRACT July
2010**

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT.

BID NUMBER:	SSC WC 11 (2024/2025) DALRRD	CLOSING DATE:	29 NOVEMBER 2024	CLOSING TIME:	11:00 AM
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DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A REGIONAL STUDY WHICH INCLUDES BOTH AN INFRASTRUCTURE SYSTEMS ANALYSIS FOR THE GREATER CAPE TOWN REGION, AND AN INTER-MUNICIPAL SPATIAL DEVELOPMENT SCENARIO PLANNING EXERCISE FOR AN AREA OF THE N1 IN WESTERN CAPE, FOR A PERIOD OF FIFTEEN (15) MONTHS
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

14 LONG STREET

CAPE TOWN

GROUND FLOOR

SECURITY AREA AT GROUND FLOOR

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Mr Mzubanzi Mntumni	CONTACT PERSON	Ms Tania de Waal
TELEPHONE NUMBER	021 4090 523	TELEPHONE NUMBER	021 483 4360
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	MzubanziM@dalrrd.gov.za	E-MAIL ADDRESS	tania.dewaal@westerncape.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

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, 2022, 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:



rural development
& land reform

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SHARED SERVICES CENTRE: WESTERN CAPE, 14 LONG STREET, CAPE TOWN
Private Bag X9159, Cape Town, 8000 Tel: 021 409 0300 Web: www.DALRRD.gov.za

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

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

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

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

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

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

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

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

AUTHORITY OF SIGNATORY

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

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

MABEL HOUSE (Pty) Ltd

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

MR A.F JONES

has been duly authorised to sign all documents in connection with

Contract no CRDP 0006, and any contract which may arise there from,

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

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

IN HIS CAPACITY AS:

Managing Director

DATE:

20 May 2000

SIGNATURE OF SIGNATORY:

(Signature of A.F Jones)

As witnesses:

1.
2.

Signature of person authorised to sign the tender:

Date:

[SBD 3.3]

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO COMPILE A PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR THE WESTERN CAPE, FOR A PERIOD OF 24 MONTHS

PRICING SCHEDULE
(Professional Services)

Name of bidder..... Bid number: SSC WC 11 (2024/2025) DALRRD Closing Time 11:00 Closing date: 29 NOVEMBER 2024

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate rates based on the total cost to the department for completion of each stage and including Expenses for the project.

3.TOTAL OFFER PRICE (INCLUSIVE OF VAT)

R.....

PHASES	SUBMISSION/ OUTPUT	TIMEFRAME	% PAYABLE	TOTAL COST
PHASE 1: INCEPTION	Final inception report. Stakeholder Engagement Plan	2 weeks	5%	R.....
PHASE 2: TASK 1 INFRASTRUCTURE SYSTEMS ANALYSIS FOR THE CITY OF CAPE TOWN,	Draft Infrastructure Systems Analysis Report for each municipality in terms	4 months	30%	R.....

PHASES	SUBMISSION/ OUTPUT	TIMEFRAME	% PAYABLE	TOTAL COST
STELLENBOSCH AND DRAKENSTEIN	of the various infrastructure types			
PHASE 2: TASK 2 DETERMINING LIMITS TO GROWTH, ASSUMPTIONS, POSSIBLE CONFLICTS AND RISKS.	Additional section to the Draft Infrastructure Systems Analysis Report.	3 months	10%	R.....
FINAL INFRASTRUCTURE SYSTEMS ANALYSIS REPORT	Final Infrastructure Systems Analysis Report	2 weeks	5%	
PHASE 3: TASK 1 CONFIRMATION AND DELINEATION OF SCENARIO PLANNING EXERCISE AREA	Short report delineating the scenario planning area and the reasons why this area was chosen	2 weeks	5%	R.....
PHASE 3: TASK 2 DETERMINE ANTICIPATED COST OF INFRASTRUCTURE INVESTMENTS FOR EACH SCENARIO BASED ON ASSUMED LAND USE	Report detailing anticipated infrastructure costs per scenario	4 Months	25%	R.....
PHASE 3: TASK 3 IDENTIFY STEP CHANGES IN INFRASTRUCTURE INVESTMENT REQUIRED BETWEEN NOW AND 2050 WITHIN THE AREA DELINEATED IN PHASE 3 TASK 1	Report on step changes in infrastructure costs	2 Months	10%	R.....

INITIAL.....

PHASES	SUBMISSION/ OUTPUT	TIMEFRAME	% PAYABLE	TOTAL COST
PHASE 4: FINAL SUMMARY REPORT FOR PHASE 3 FOLLOWING THE SCENARIO PLANNING EXERCISE	Final Scenario Planning summary report	2 Weeks	5%	
RETENTION			5%	R.....
TOTAL		15 Months	100%	R.....
VAT 15%				R.....
TOTAL COST INCLUDING VAT				R.....

NB: Service Provider must include all hidden cost on the bid price, including travelling where applicable.

4. Period required for commencement with project after acceptance of bid.....
5. Estimated man-days for completion of project
.....
6. Are the rates quoted firm for the full period of contract?
.....
7. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....

INITIAL.....

Any enquiries regarding bidding procedures may be directed to the –

AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

14 LONG STREET

CAPE TOWN

0800

All technical enquiries should be directed to:

TECHNICAL ENQUIRIES : Ms Tania de Waal

TEL : 021 4834360

EMAIL : tania.dewaal@westerncape.gov.za

BID RELATED ENQUIRIES : Mr Mzubanzi Mntumni

TEL : (021) 409 0523

EMAIL : MzubanziM@dalrrd.gov.za

INITIAL.....

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

2.2.1 If so, furnish particulars:

.....
.....

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

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.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so

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.

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required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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

SBD 6.1

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

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.

INITIAL.....

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

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.**

2.10.5 Specific goal: **Locality** – Promotion of enterprises located in a Western Cape Province.

Tenders must provide one of the below:

- (a) A **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
- (b) A valid lease agreement from the lessor **or**
- (c) A letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.

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

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

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

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

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

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

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

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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.

SUB-CONTRACTING

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

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

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:

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

INITIAL.....

- (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:

INITIAL.....

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A REGIONAL STUDY WHICH INCLUDES BOTH AN INFRASTRUCTURE SYSTEMS ANALYSIS FOR THE GREATER CAPE TOWN REGION, AND AN INTER-MUNICIPAL SPATIAL DEVELOPMENT SCENARIO PLANNING EXERCISE FOR AN AREA OF THE N1 IN WESTERN CAPE, FOR A PERIOD OF FIFTEEN (15) MONTHS.

1. INTRODUCTION

- 1.1. The Department of Land Reform and Rural Development (DLR&RD) requests the services of a multi-disciplinary team to prepare a Regional Study for the Greater Cape Town Region within a period of 15 Months.

2. PROBLEM STATEMENT

- 2.1. The City of Cape Town, Stellenbosch and Drakenstein Municipalities, collectively referred to in this Terms of Reference as the Greater Cape Town Region (GCTR) make up a significant percentage of the provincial population. In 2020 and 2022 the GCTR made up 72.6% and 72.8% of the provincial population respectively. This percentage is set to increase to 73.6% in 2030 and 74.3% in 2035. Together with this share of the Provincial population, the GCTR holds a significant proportion of the Western Cape economy, namely 78.94% of Gross Domestic Product by Region (GDPR). It stands to reason that this pattern will continue into the future and that any planning for this growth needs to happen with an inter-governmental spatial focus.
- 2.2. As is to be expected given its share of the provincial population and the economic predominance of the GCTR, several “hotspots” have developed along the City of Cape Town’s boundary, where growth both formal and informal threatens to spill over into the neighbouring municipalities. Furthermore, the built footprint of the City of Cape Town grew by 13 500 ha between 1990 and 2020, which is approximately double the 2020 total built footprint of Drakenstein Municipality and approximately 3 times the 2020 total built footprint of Stellenbosch Municipality. It would be naïve to think that the growth of the City can be contained within its municipal boundary. Consequently any long-term planning to accommodate growth cannot be limited to within a particular municipal area. This growth needs to be planned for and directed into the most appropriate areas, which may well include areas outside of the City of Cape Town’s jurisdiction.
- 2.3. Within this Greater Cape Town Region significant pressure for development is being experienced along the N1. While growth in this area is inevitable, what is needed is to avoid ad hoc, incremental growth which spills in all directions and where decisions are made in isolation of one another. Ad hoc decision making in this growth corridor will have long- term implications, with trade-offs being made without the decision makers having the full picture. Furthermore, coordinated decision making as to where growth should be directed will assist in preserving valuable ecological and agricultural land as informed decisions can be made to direct growth

away from these areas and into agreed upon development areas. Informed decision making however is reliant on an understanding of current regional ecological resources and infrastructure systems that support development. In addition it is necessary to understand limits to growth within these current systems and the spatial, cost and other implications of expanding such systems.

- 2.4. The intention with this work is not to undermine the spatial direction and value contained within the individual Municipal Spatial Development Frameworks, but instead it is acknowledging that in the long term, development will not respect municipal boundaries. Growth across municipal boundaries may necessitate the sharing of infrastructure. It is for this reason that the project will begin by understanding current regional infrastructure systems. This will be done by determining current infrastructure supply capacity, determining any planned investments between now and 2050 and understanding current and future risks and capacity shortfalls/limits to growth for each of the infrastructure types, per municipality. The regional infrastructure types which will be assessed are water, energy, solid waste, wastewater, national and provincial roads, public transport (including rail), freight transport and ecological infrastructure.

3. BACKGROUND

- 3.1. The Spatial Planning and Land Use Management Bill was assented by the President on 2 August 2013 and gazetted on 5 August 2013 as the Spatial Planning and Land Use Management Act (Act No. 16 of 2013) commonly known as (SPLUMA) and came into effect on July 2015. SPLUMA is the vehicle that enables the practical implementation of government programmes and priorities through amongst others the National Spatial Development Framework (NSDF), which will assist in the spatial integration of key initiatives.
- 3.2. The National Spatial Development Framework identifies the three metropolitan areas of significance to develop Regional Spatial Development Frameworks to deal with specific matters pertaining to urbanisation and infrastructure development. The NSDF identifies the Greater Cape Town Region National Urban Spatial Transformation And Economic Transition Region as a key National Spatial Action Area (GCTR NSAA) as spatially depicted below. The Regional study is of significance in that it gives effect to national and provincial policies, priorities, plans and planning legislation, as a result the Development of Greater Cape Metro Region study is of significance.

ap 1: The Greater Cape Town Region National Spatial Action Area

NSAA IN SA CONTEXT

NSDF Depiction of the GCTR-NSAA



- National Urban Nodes
- Regional Development Anchors
- Rural Service Centres
- Key National Development Corridors
- Agri-Enterprise and Small-scale Farming Resource Region
- National Resource Production Heartland
- Eco-Resource Production Region
- National Protected Areas & World Heritage Sites
- * NSAA demarcations based on Municipal Demarcations
- Import/Export Nodes
- Border Posts
- Key National Roads
- Key Regional Roads
- Key Rail Routes
- Inter-regional Road Corridor
- Inter-regional Rail Corridor
- SEZ (Designated)
- ★ IPRP
- Core Economic and Builtup Areas

GCTR-NSAA LOCATION IN NATIONAL CONTEXT



- National Urban Regions
- National Urban Nodes
- Regional Development Anchors
- Rural Service Centres

NSAA OVERLAP



- 1 Coastal Region NSAA
- 2 Berg and Breede NSAA

The GCTR-NSAA is small in size but large in terms of population, economic activity and opportunity, and is fundamental to the future of the country.

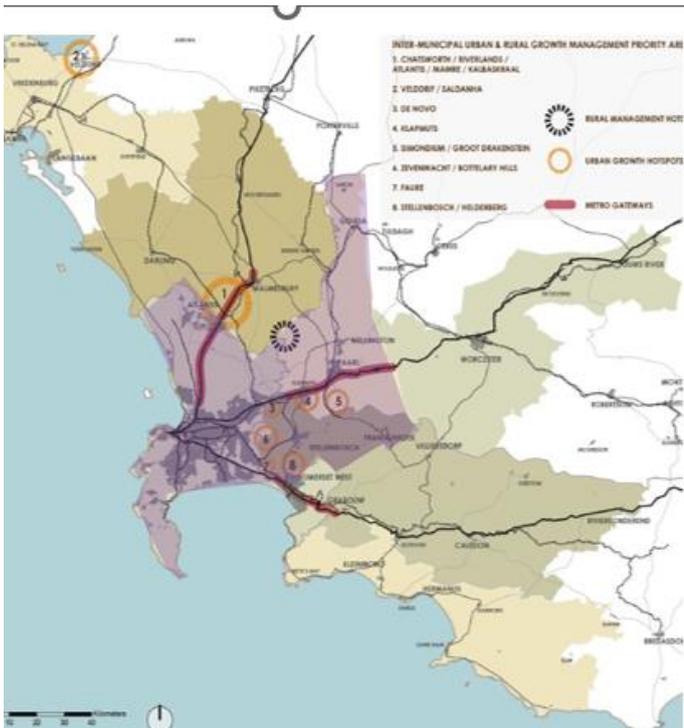
Provinces & Municipalities:

WESTERN CAPE	
NA	City of Cape Town
Cape Winelands	Drakenstein
	Stellenbosch

See GIS Reference List for data sources

3.3. In 2019 a Greater Cape Metro Regional Spatial Implementation Framework (GCMRSIF) was finalized. This Framework was approved as a Provincial Regional Spatial Development Framework in terms of the Western Cape Land Use Planning Act 3 of 2014. The spatial extent of this Provincial Regional Spatial Development Framework/ GCMRSIF covered the City of Cape Town and 7 abutting municipalities. While the spatial extent of the GCMRSIF is wider than that of the Greater Cape Town Region National Spatial Action Area (GCTR NSAA), the content of the GCMRSIF is closely aligned to the required content for a Regional Spatial Development Framework (RSDF) as articulated in the GCTR NSAA. The map below illustrates the spatial extent of the GCMRSIF vs the GCTR NSAA.

Map 2: The extent of the GCTR NSAA vs the GCMRSIF

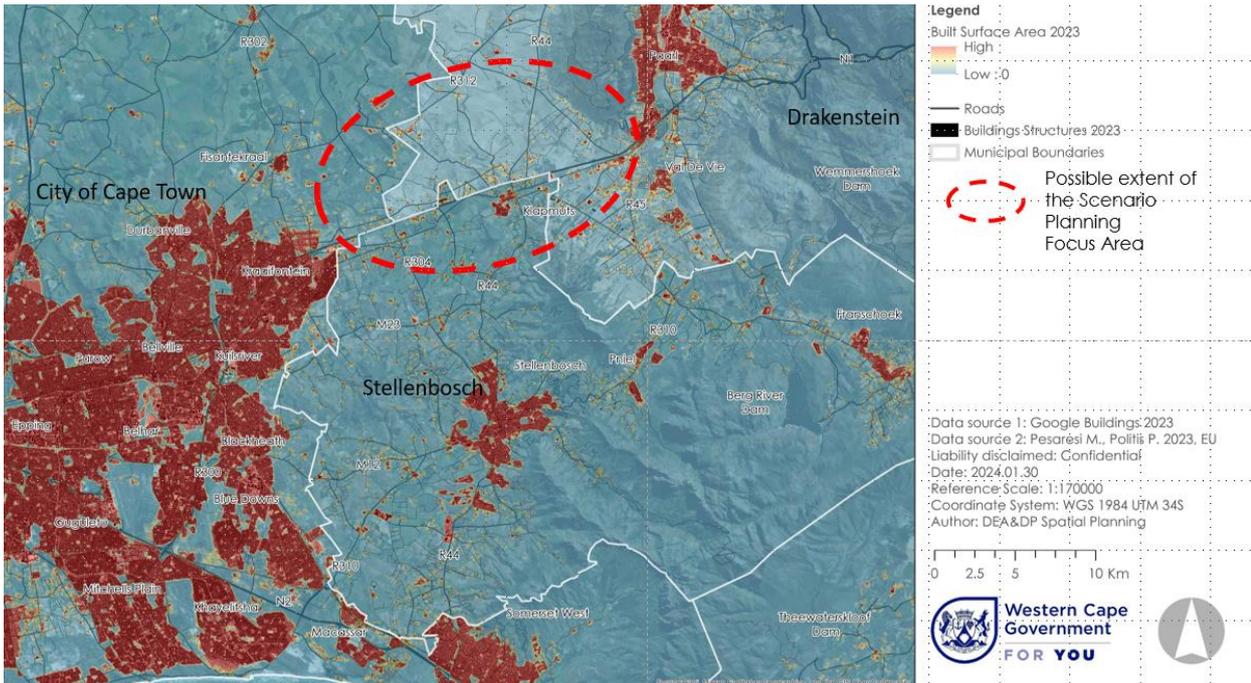


The area coloured in purple represents the approximate extent of the **Greater Cape Town Region NSAA** consisting of the City of Cape Town, Stellenbosch and Drakenstein Municipalities

The shaded areas on the map including the purple shading, make up the **Greater Cape Metro Regional Spatial Implementation Framework** consisting of the 3 Municipalities referred to above plus, Saldanha Bay, Swartland, Breede Valley, Theewaterskloof and Overstrand Municipalities.

- 3.4. During the drafting of the Greater Cape Metro Regional Spatial Implementation Framework (GCMRSIF) an Intergovernmental Steering Committee (ISC) was established. After the adoption of this Framework as a Provincial Regional Framework the decision was made to continue with the ISC, with its focus firmly on the implementation of the project actions and to enable ongoing cooperative governance in the GCM Region. Over time the ISC has become increasingly aware of the pressures, both formal and informal, planned and speculative playing themselves out along the N1 and the boundary of the City of Cape Town, with Stellenbosch and Drakenstein. Should these pressures be left unmanaged or not addressed with a long-term view in mind, this will result in ad-hoc uncoordinated development and the incremental loss of agricultural resources as well as an increasing demand on access to infrastructure networks across boundaries.
- 3.5. This increased awareness of the pressures led to the Provincial Department of Environmental Affairs and Development Planning meeting with representatives from the City of Cape Town, Stellenbosch and Drakenstein municipalities. The purpose of these meetings was to determine if there was agreement to undertake joint planning between the three municipalities, with a particular emphasis on the N1 area between the City of Cape Town and Paarl. During the course of these engagements it came to light that the Department Land Reform and Rural Development had funding available to undertake a Regional Spatial Development Framework for the “Greater Cape Town Region”, in line with one of the key actions contained in the Greater Cape Town Region National Spatial Action Area (GCTR NSAA).
- 3.6. Given that a Greater Cape Metro Regional Spatial Implementation Framework (in essence serving the purpose of a RSDF) already exists, all parties concerned agreed that the funding could be better spent on further technical work in support of the GCMRSIF. This technical work involves an infrastructure analysis as well as a localized inter-municipal scenario planning exercise for an area incorporating part of the N1. A possible extent is reflected in the map below.

Map 3: Possible extent of the Scenario Planning Focus Area



4. OBJECTIVES

4.1. The primary objective of the study is to conduct a comprehensive regional infrastructure analysis for the three Municipalities which form part of this study followed by a scenario planning exercise for an area to be defined along the N1. This involves assessing current infrastructure systems, anticipating future demands, and planning for sustainable growth across municipal boundaries.

4.2. Phase 1 Objectives:

- To understand and articulate the existing infrastructure systems (water, energy, solid waste, wastewater, national and provincial roads, public transport (rail, bus, taxi), freight transport (road and rail), and ecological infrastructure (such as wetlands) within and between the City of Cape Town, Stellenbosch, and Drakenstein Municipalities.
- To examine the interdependencies and resource sharing between the three municipalities, recognizing that infrastructure serving one municipality may be located in another.
- To determine the current limits to growth for each infrastructure type, identify assumptions regarding resource sharing, potential conflicts in municipal plans, and risks in current infrastructure allocation.

4.3. Phase 2 Objectives

- To develop and analyze three spatial growth scenarios (Compact, Sprawl, Hybrid), for a defined area along the N1.
- To identify the required infrastructure investments and assess step changes in infrastructure needs for each scenario up to 2050.
- To estimate high-level infrastructure capital costs and assess land use trade-offs for each growth scenario.

5. SCOPE OF WORK

5.1. The project is divided into two phases, each with a number of tasks. Phase 1 is focused on a regional infrastructure systems analysis of the 3 Municipalities and Phase 2 focuses on what is needed in terms of infrastructure provision going forward, based on the three growth scenarios within the area along the N1.

5.2. The scope of Phase 1 will be to:

- Understand and articulate the current infrastructure systems from a bulk and source perspective, within and across the City of Cape Town, Stellenbosch and Drakenstein Municipalities. Given the regional nature of this investigation the projects interest is in the sharing of resources and system reliance and dependencies between the 3 municipalities.
- To articulate any planned investments for increasing infrastructure capacity and associated costs up until 2050
- To understand and articulate both the current and future risks, capacity shortfalls / limits to growth in respect of regional infrastructure for the City of Cape Town, Drakenstein and Stellenbosch Municipalities up until 2050.
- In Phase 2 the anticipated demand on infrastructure services up until 2050 will be determined, using 3 different spatial growth scenarios. This will be followed by looking at anticipated supply and consequently any anticipated capacity shortfalls of infrastructure services for the three scenarios' up until 2050.

5.3. The infrastructure systems which will be assessed from a regional perspective are:

- water,
- energy (including renewable),
- solid waste,
- waste water
- national and provincial roads,
- passenger public transport (including bus, taxi and rail),
- freight transport (road and rail),
- ecological infrastructure.

5.4. Phase 1:

Task1:

Undertake an analysis of infrastructure systems **per Municipality**. (This will include sourcing information from Municipalities, e.g. Infrastructure Master Plans, as well as sourcing information from the relevant Provincial and National Departments and SOE's)

Source and Supply of **Water**

- Understand and articulate the current water supply systems from a bulk and source perspective.
- To articulate any planned investments for increasing capacity and associated costs up until 2050
- To understand both the current and future risks, capacity shortfalls / limits to growth in respect of the sourcing and supply of water.

Energy Supply and Distribution Networks

- Understand and articulate current energy supply and distribution network capacity (including renewable energy) i.e. the status quo of energy systems.
- To articulate any planned investments for increasing capacity and associated costs up until 2050
- To understand both the current and future risks, capacity shortfalls / limits to growth in respect of energy supply and distribution.

Solid Waste Disposal Sites

- Understand and articulate current waste disposal sites and capacity (Status Quo)
- To articulate any planned investments for increasing solid waste disposal capacity and associated costs up until 2050
- To understand both the current and future risks, capacity shortfalls / limits to growth with respect to solid waste disposal.

Waste Water

- Current wastewater networks and treatment facilities (Status Quo)
- Articulate any planned investments for increasing wastewater capacity and associated costs up until 2050
- Understand both the current and future risks, capacity shortfalls / limits to growth with respect to wastewater.

National and Provincial Roads

- Analysis of current national and provincial road network systems (Status Quo)
- Articulate any planned investments for increasing capacity and associated costs up until 2050.
- Understand both the current and future risks, capacity shortfalls / limits to growth, linked to national and provincial roads.

Public Transport (including rail, bus and taxi)

- Analysis of existing regional bus, train and taxi service systems (Status Quo)
- Articulate any planned investments for increasing capacity and associated costs up until 2050.
- Understand both the current and future risks, capacity shortfalls / limits to growth, linked to the provision of public transport.

Freight Transport (including road and rail)

- Analysis of existing regional road and rail freight systems. Including an analysis of the links between existing agricultural and industrial areas and freight transport systems (Status Quo)
- Articulate any planned investments for increasing capacity and associated costs up until 2050
- Understand both the current and future risks, capacity shortfalls / limits to growth, linked to the regional road and rail freight systems.

Ecological Infrastructure

- Assessment of existing ecological infrastructure (Status Quo)
- Articulate any planned investments for increasing ecological infrastructure capacity and associated costs up until 2050.
- Understand both the current and future risks, limits to growth, linked to ecological infrastructure.

There may be instances where a resource which serves one or more of the three municipalities in this study, is located in a different municipality all together. An example of this would be the water resource for the City of Cape Town located in Theewaterskloof Municipality.

Task 2:

Using the information gathered from the respective Municipalities in Task 1 above, the following should be determined through a synthesised analysis:

- What are the current limits to growth in respect of each infrastructure type consolidated for all three municipalities
- What assumptions are made in respect of sharing resources/ bulk infrastructure between municipalities
- What possible conflicts exist in the various municipal plans
- What risks exist in the current allocation of responsibilities

5.4.1. Outcomes of Phase 1:

A comprehensive understanding of:

- the current infrastructure plans and systems issues from a regional perspective, as well as the limits to growth within the current systems.
- The inter- dependencies in the system between the 3 municipalities and other role-players.

5.5. Phase 2:

Task 1:

Confirm and delineate the area along the N1 in consultation with the Project Steering Committee based on (1) the broadly identified area in Map 3 on page 5 and (2) the outcomes of the Phase 1 (comprehensive understanding of the infrastructure systems), to be the subject of the scenario planning exercise.

Task 2:

Determine the anticipated investments required in the water, energy (including renewable), waste disposal, wastewater, national and provincial roads, passenger public transport (including rail), freight transport, and lastly ecological infrastructure networks to accommodate the following spatial growth scenarios:

- The first scenario is referred to as the “Compact growth scenario”, which accommodates limited urban expansion opportunities adjacent to existing built up areas, using the respective Municipal SDFs as key informants.
- The second scenario is the “Sprawl Scenario”. This assumes that growth within this area is ad hoc and driven by demand i.e. the growth does not respect MSDF’s. In this scenario spatial limits i.e. high potential agricultural land, ecological and heritage assets are not taken into account.
- The third scenario is referred to as the “Hybrid Growth Scenario”. It is based on the sprawl scenario but includes spatial limits to growth as a result of high potential agricultural land, as well as heritage and ecological assets and known growth pressures.

As part of the outcomes of each of the three scenario’s there will be a determination made around population and household growth, their implications on future land use and ultimately infrastructure requirements.

Task 3:

Identify the step changes (significant increases) in infrastructure investment required for each of the three growth scenarios and by whom (Capital and institutional implications). In addition, determine the location and spatial implications of the required regional infrastructure to serve this additional need up until 2050 and possible tradeoffs (for each of the 3 growth scenarios).

5.5.1. Outcomes of Phase 2:

The following outcomes are expected for the delineated study area:

- An increase in the anticipated population and household growth per scenario
- An understanding of the impact of the scenarios on the land use change
- The land use trade-offs that will be confronted in each of the scenario’s
- For each scenario anticipated demand per infrastructure type for the three municipalities, estimated high level supply of infrastructure capital costs - based on the proposed land uses.

6. DELIVERABLES

- i. Inception Report including a stakeholder engagement strategy
- ii. Draft Infrastructure Systems Analysis Report for each of the three municipalities in terms of the various infrastructure types
- iii. A draft report determining the limits to growth, assumptions and possible conflicts and risks in terms of infrastructure provision to the three municipalities.
- iv. A Final Infrastructure Systems Analysis Report, which consists of a combination of ii. and iii. above.
- v. A short report confirming the delineating the extent of the scenario planning area
- vi. A report detailing the anticipated infrastructure requirements and costs per scenario
- vii. Report on step changes in infrastructure costs
- viii. Final scenario planning summary report based on v, vi, vii above

7. TECHNICAL SPECIFICATIONS FOR DELIVERABLES

7.1. The reports and other written documents generated and submitted to the Department for consideration shall be prepared and submitted in Microsoft Word, Microsoft Power Point (where a presentation is required) and Adobe PDF format.

8. FORMAT OF GIS DATA

8.1 All GIS data used and created during the project will be provided in a format which is compatible to the client's systems, but as a minimum be submitted as follow:

- A GIS database (MS Access database, Geodatabase and Map file/package);
- Spatial data in a Geographic WGS84 (Hartebeesthoek 1994) spheroid;
- Metadata records must be captured in line with the South Africa National Standard (SANS - 1878);
- Spatial information captured must be in line with Regulation 5(2) of the Spatial Data Infrastructure Act, 2003;
- All work relating to spatial information remains the property of the state and shall be disseminated in line with the policy on pricing of spatial information products and services.

9. SKILLS, KNOWLEDGE, EXPERIENCE AND EXPERTISE REQUIRED:

No.	Skillset	Knowledge, experience, and expertise
1.	Spatial / Development Planning	<p>Minimum of fifteen (15) years post SACPLAN registration experience, including in land use management, spatial planning, urban and regional planning, development planning and scenario planning,</p> <p>Experience in drafting Spatial Development Frameworks and in particular the capital expenditure component.</p>
2.	Project management	<p>The project manager must have at least 10 years proven experience in the project management of multi-disciplinary teams of professionals in undertaking the development and implementation of Integrated Infrastructure Investment Plans (IIIP), Infrastructure Master Plans, Land Use Plans, Spatial Plans, and financial plans that lead to the delivery of municipal services (water, sanitation, roads, storm water, electricity, etc.), facilities and related physical infrastructure.</p> <p>Proven management skills for projects of similar scope and character.</p> <p>The ability to manage the process and ensure that the outcomes are reached.</p> <p>Experience in innovative stakeholder engagement.</p> <p>Report writing and facilitation skills.</p> <p>The ability to produce thorough, readable, and informative reports and other material.</p>

No.	Skillset	Knowledge, experience, and expertise
3.	GIS	<p>The project team must include a GIS Practitioner registered with the South African Geomatics Council SAGC (Previously PLATO) with 5 years post registration experience</p> <p>Technical skills to develop maps and other spatial information.</p> <p>Geographical information handling, analysis, and interpretation skills; and</p> <p>Understanding of GIS applications and spatial data queries.</p>
4.	Civil Engineer (Water, Wastewater, Solid Waste Management)	<p>Minimum of 10-years post qualification experience, including integrated infrastructure demand analysis and planning, capital project investment planning, analysis, prioritization, and budget planning.</p> <p>Experience in the development of medium – term or long-term integrated infrastructure investment plans or infrastructure plans in the water, sanitation and waste management infrastructure sectors.</p>
5	Electrical Engineer (Electricity / Energy Infrastructure)	<p>Minimum of 10-years post qualification experience, including integrated infrastructure demand analysis and planning, capital project investment planning, analysis, prioritization, and budget planning.</p> <p>Experience in the development of medium – term or long-term integrated infrastructure investment plans or infrastructure master plans in energy infrastructure.</p>
6.	Municipal Finance Expert / Infrastructure Investment Analyst	<p>Must have at least 10 years of post-qualification experience in municipal finance, the development of capital expenditure frameworks, financial analysis, financial modelling, infrastructure investment planning, and urban systems modelling. The candidate should possess qualifications and experience in economics or public finance, with expertise in public finance modelling and forecasting.</p>

10. PROJECT DURATION AND PAYMENT MILESTONES

PHASES	% PAYABLE	TIME FRAMES	SUBMISSION/ OUTPUT
Phase 1: Inception report	5%	2 weeks	Final inception report
			Stakeholder Engagement Plan
Phase 2: Task 1 Infrastructure Systems Analysis for the City of Cape Town, Stellenbosch and Drakenstein	30%	4 months	Draft Infrastructure Systems Analysis Report for each municipality in terms of the various infrastructure types
Phase 2: Task 2 Determining limits to growth, assumptions, possible conflicts and risks	10%	3 months	Additional section to the Draft Infrastructure Systems Analysis Report
Final Infrastructure Systems Analysis Report	5%	2 weeks	Final Infrastructure Systems Analysis Report
Phase 3: Task 1 Confirmation and delineation of scenario planning exercise area	5%	2 weeks	Short report delineating the scenario planning area and the reasons why this area was chosen
Phase 3: Task 2 Determine anticipated cost of infrastructure investments for each scenario based on assumed land use	25%	4 months	Report detailing anticipated infrastructure costs per scenario
Phase 3: Task 3 Identify step changes in infrastructure investment required between now and 2050 within the area delineated in Phase 3 task 1	10%	2 months	Report on step changes in infrastructure costs

PHASES	% PAYABLE	TIME FRAMES	SUBMISSION/ OUTPUT
Phase 4: Final Summary Report for Phase 3 following the scenario planning exercise	5%	2 weeks	Final Scenario Planning summary report
Retention	5%		
Total	100%	15 months	

11. CONTENTS OF PROJECT PROPOSAL

- 11.1. A clear and concise project proposal covering the aspects listed below as well as responding to the terms of reference is required.
- 11.2. An executive summary of the key issues covered in the Proposal.
- 11.3. A profile of each employee/company to work on the project with clear references to similar and related work undertaken in the past with clear evidence where a member participated in or managed certain projects in the past which bears relevance to the work at hand. Clear indication of actual roles and responsibilities must be presented with verifiable proof.
- 11.4. General methodology for undertaking work of this nature. The methodology should also indicate the project milestones that will be used to measure the project progress and a clear approach towards stakeholder engagement.
- 11.5. Certified copies of all certificates, references, professional registration and related certification for all members of the proposed team must be attached.
- 11.6. Any other information relevant to the determination of the suitability of the interested bidder for this project should be listed.
- 11.7. The following technical information must be submitted with the bid proposal:
 - a. Relevant professional experience of the team leader and core supporting experts;
 - b. Organisational, managerial and technical ability;
 - c. Full CV's of all proposed team members;
 - d. Minimum 3 contactable current and previous client references for 3 different clients;
 - e. Associations and Professional Affiliations of companies and individuals.

12. INFORMATION GATHERING

- 12.1. The selected service provider will be expected to consult the relevant authorities (Municipalities, Provincial and National Departments and SOE's) with the support of the Department and acquire the requisite information such as Infrastructure Master Plans/ Studies/ Service Development Plans / Strategies / Financial Plans/ Budgets etc.
- 12.2. The Department will provide a letter for confirmation for requesting information from the different spheres of government or parastatals as required,
- 12.3. Notwithstanding anything written in these terms of reference, the responsibility for collecting the information necessary for the successful execution of the project remains entirely with the service provider.

13. TERMS AND CONDITIONS OF THE BID

- 13.1. Awarding of the bid will be subject to the Service Provider's express acceptance of the DLR&RD Supply Chain Management general contract conditions.

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- 13.2. The DLR&RD and successful Service Provider(s) will sign a Service Level Agreement upon appointment. Such a Service Level Agreement will include the following:
- a) Period of agreement;
 - b) Project objectives and scope;
 - c) Staffing;
 - d) Project plan and project plan management;
 - e) Budget;
 - f) Cost and fee payment;
 - g) Method of communication;
 - h) Reporting relationship;
 - i) Deliverables and terms of deliverables;
 - j) Form and formats of working papers;
 - k) Reviews;
 - l) Uncompleted work;
 - m) Confidentiality;
 - n) Disputes; and
 - o) Financial penalties and termination of contract.
- 13.3. The service provider should submit an acceptance letter and be available to commence with the project within five (5) days after signing the service level agreement.
- 13.3.1. During the execution of the project, the service provider is required to give reports on the progress of the project (monthly). It is the responsibility of the service provider to organise the progress report meetings and have one of their representatives assigned to taking minutes of all meetings.
- 13.4. Project team members must be available for the duration of the project, the service provider is not allowed to change the composition without prior consent of the DLR&RD.
- 13.5. Any deviation from the project plan should be put in writing and signed by the project manager of DLR&RD.
- 13.6. Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 13.7. Payments will be on work-completed basis i.e. on set milestones as per the project plan.
- 13.8. Financial penalties will be imposed for agreed upon milestones, targets, and deadline not met without providing:
- a) Timely notification of such delays.
 - b) Reasons for the delays.
 - c) Supporting evidence that the delays were outside of the influence of the service provider.
- 13.9. Payment will ONLY be made as per deliverables and upon SATISFACTION of a good and quality product. Therefore, original invoices submitted for payments must be submitted for payment with relevant supporting documents.
- 13.10. Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.
- 13.11. Original invoices to substantiate all costs must be provided. The invoices should include the Department of Land Reform and Rural Development order number that will be provided to the selected service provider upon acceptance of the proposal.
- 13.12. When DLR&RD accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DLR&RD. This condition will apply for a period of one month from the day the project was completed and submitted to DLR&RD.
- 13.13. The Department reserves the right not to appoint anyone.
- 13.14. No material or information derived from the provision of the services under the contract may be used for any other purposed except for those of the DLR&RD, except where duly authorized to do so in writing by the DLR&RD.
- 13.15. Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DLR&RD.

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- 13.16. The successful Service Provider agrees to keep confidential all records and information of, or related to the project and not disclose such records or information to any third party without the prior written consent of DLR&RD.

14. MANDATORY REQUIREMENTS

NB: Failure to submit or adhere to the following requirements will disqualify the bidder's proposal:

- 14.1. The project leader must be registered with South African Council for Planners (SACPLAN) and in good standing in terms of the Planning Profession Act, 2002 as a Professional Planner (a Copy of valid certificate and a letter of good standing must be attached).
- 14.2. Submission of separate sealed technical offer (Functionality proposal) and separate sealed detailed financial offer (Fully completed pricing Schedule accompanied by a 15-month costing breakdown).
- 14.3. Service providers must have a provincial footprint in the Western Cape Province. (Proof of physical address in a form of a valid lease agreement or current (not older than three months) municipal account must be attached).
- 14.4. Attach a resolution letter authorizing a particular person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bid.
- 14.5. Only duly authorised signatories must sign the original and all copies of the bid offer where required.
 - 14.5.1.1 In the case of a **ONE-PERSON** business submitting a bid, this shall be clearly stated on the company letter head.
 - 14.5.1.2 In 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.
 - 14.5.1.3 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.
 - 14.5.1.4 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 authorised to sign on behalf of each partner, in which case proof of such an authorization shall be included in the Tender.
 - 14.5.1.5 In the case of a **JOINT VENTURE** submitting a tender, 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.
- 14.5.2. Compliance with all Tax Clearance requirements: Attach a Valid Tax Clearance Certificate/ provide a Compliance Tax Status Pin on the space provided on the SBD 1 form.
 - 14.5.2.1 Where consortium/ joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
 - 14.5.2.2 Where the bidder forms a consortium or joint venture or is sub-contracting written proof of the contract must be attached and each party to the association must submit separate Tax Clearance requirements.
- 14.5.3. Bidders must be registered on the National Treasury Central Supplier Database and attach a report as proof or write the CSD supplier number or registration number on the space provided on the SBD 1 document.
- 14.5.4. If the bidder sub-contracts, the sub-contractor(s) must be registered on the National Treasury Central Supplier Database and the bidder must provide a CSD report as proof

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thereof or letter containing the registration number (MAAA).

- 14.5.5 Attendance of the compulsory briefing session as stipulated. Non-attendance will lead to the bid being automatically disqualified.
- 14.5.6 The pricing schedule, SBD 3.1, must be completed in full. No replication of this document will be accepted. No pricing schedule other than the SBD 3.1 will be accepted. Therefore, failure to complete that attached SBD 3.1 (pricing schedule) on its original form will lead to disqualification.

15 REPORTING AND ACCOUNTABILITY

- 15.4 All team members must be available for the duration of the project and the service provider is not allowed to change the composition without prior consent of the department.
- 15.5 During the execution of the project, the service provider will be required to submit monthly progress reports and attend meetings at intervals as it will be determined by the project team or steering committee managing the project.
- 15.6 All information captured and or used to generate the outputs of the project remains the property of DLR&RD and must be handed over in its totality when the project is closed. DLR&RD will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the course of the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and DLR&RD. This agreement must be reached and signed off together with the project plan before the project commences.

16 EVALUATION CRITERIA

This bid shall be evaluated in two (2) stages. At the first stage, bids will be evaluated on functionality and at the second stage, in accordance with 80/20 preference points system as stipulated below.

First Stage: Evaluation of Functionality

Functionality will be evaluated individually by Members of the Bid Evaluation Committee in accordance with the below functionality criteria and values.

The applicable values that will be utilized when scoring each criterion, ranges from 1=poor, **2=fair/average, 3=good, 4=very good and 5=excellent.**

CAPABILITY: TEAM LEADER EXPERIENCE, TRACK RECORD AND COMPETENCY

WEIGHTING = 20	VALUE	SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE
Qualification and registration Weighting =10	Team leader must be a registered Professional Planner in good standing plus a minimum of 15 years' post registration working experience in a spatial planning environment: Attach copy of certificate, letter of good standing and a detailed cv.	
	score 5	Registration with SACPLAN as a Professional Planner 20 or more years post registration experience in Spatial Planning and Land Use Management Environment.
	score 4	Registration with SACPLAN as a Professional Planner and more than 16 but less than 20 years post registration experience in Spatial Planning and Land Use Management Environment
	score 3	Registration with SACPLAN as a Professional Planner and 15 years post registration experience in Spatial Planning and Land Use Management Environment
	score 2	Registration with SACPLAN as a Professional Planner and more than 10 but less than 15 years post registration experience in Spatial Planning and Land Use Management Environment
	score 1	Registration with SACPLAN as a Professional Planner with less than 10 years post registration experience in Spatial Planning and Land Use Management Environment
Project Management Weighting = 5	Project Manager with proven management skills and at least 10 year experience in the leading of or participation in, multi- disciplinary teams of professionals: Attach a detailed cv.	
	score 5	Project Manager with 15 years or more proven management skills and experience in undertaking projects of similar scope and character to that envisioned in these terms of reference
	score 4	Project Manager with more than 10, but less than 15 years of proven management skills and experience in undertaking projects of a similar scope and character to that envisioned in this terms of reference
	score 3	Project Manager with 10 years of proven management skills and experience in undertaking projects of similar scope and character to that envisioned in these terms of reference
	score 2	Project Manager with more than 5 but less than 10 years of proven management skills and experience in undertaking and managing projects of a similar scope and character to that envisioned in this terms of reference
	score 1	Project Manager with less than 5 years of management skills and experience in undertaking and managing projects of a similar scope and character to that envisioned in this terms of reference
Service Provider experience Weighting = 5	Service Provider must have successfully managed at least 5 Strategic Long Term Spatial Planning Projects (SDF's/ CEF'S/ Infrastructure Master Plans): at least a minimum of five completion certificates/letters of previously successful work performed by the bidder, the certificates/ letters must be on the bidders' Client' official letterheads with contact details and it must be duly signed	
	score 5	9 or more Strategic Long Term Spatial Planning Projects
	score 4	6 to 8 Strategic Long Term Spatial Planning Projects

WEIGHTING = 20	VALUE	SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE
	score 3	5 Strategic Long Term Spatial Planning Projects
	score 2	2 to 4 Strategic Long Term Spatial Planning Projects
	score 1	Less than 2 Strategic Long Term Spatial Planning Project

COMPOSITION OF TECHNICAL TEAM TO BE UTILISED

WEIGHTING = 50	VALUE	SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE
Spatial Planning (Registered Town Planner) Weighting = 10	At least 2 registered planners (excluding the Team Leader) with 5 years or more of experience (each) in projects of similar scope and character to that envisaged in this terms of reference. Attach copy of certificates and detailed cv's.	
	score 5	4 or more registered planners (excluding the Team Leader) with 5 or more years post registration experience (each) and expertise in spatial planning practices of a similar scale and nature
	score 4	3 registered planners (excluding the Team Leader) with 5 years' post registration experience (each) and expertise in spatial planning practices of a similar scale and nature
	score 3	2 registered planners (excluding the Team Leader) with 5 years' post registration experience (each) and expertise in spatial planning practices of a similar scale and nature
	score 2	1 registered planners (excluding the Team Leader) with 5 years' post registration experience (each) and expertise in spatial planning practices of a similar scale and nature
	score 1	No registered planner (excluding the Team Leader) with 5 years' post registration experience and expertise in spatial planning practices of a similar scale and nature
Infrastructure service delivery -Civil Engineer (water, waste water and solid waste management etc.) Weighting = 10	Team member must at least have 10 years post qualification experience in integrated infrastructure demand analysis and planning, capital project investment planning, prioritisation and budgeting: Attach a detailed cv.	
	score 5	15 years or more of post qualification experience in integrated infrastructure demand analysis and planning, capital project investment planning, prioritisation and budgeting
	score 4	More than 10 but less than 15 years of post qualification experience in integrated infrastructure demand analysis and planning, capital project investment planning, prioritisation and budgeting
	score 3	10 years post qualification experience in integrated infrastructure demand analysis and planning, capital project investment planning, prioritisation and budgeting
	score 2	More than 5 but less than 10 years of post qualification experience in integrated infrastructure demand analysis and planning, capital project investment planning, prioritisation and budgeting
	score 1	5 years or less of post qualification experience in integrated infrastructure demand analysis and planning, capital project investment planning, prioritisation and budgeting.

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Infrastructure service delivery- Electrical Engineer Weighting = 10	Team member must have at least 10 years post qualification experience in the development of medium to long term integrated infrastructure investment plans or infrastructure master plans in energy infrastructure: Attach a detailed cv.	
	score 5	15 years or more of post qualification experience in the development of medium to long term integrated infrastructure investment plans or infrastructure master plans in energy infrastructure
	score 4	More than 10 but less than 15 years of post qualification experience in the development of medium to long term integrated infrastructure investment plans or infrastructure master plans in energy infrastructure
	score 3	10 years of post qualification experience in the development of medium to long term integrated infrastructure investment plans or infrastructure master plans in energy infrastructure
	score 2	More than 5 but less than 10 years of post qualification experience in the development of medium to long term integrated infrastructure investment plans or infrastructure master plans in energy infrastructure
	score 1	5 years or less of post qualification experience in the development of medium to long term integrated infrastructure investment plans or infrastructure master plans in energy infrastructure
GIS projects Weighting = 5	A team member registered as a GIS Practitioner with the South African Geomatics Council SAGC (Previously PLATO) with at least 5 years post-registration experience and expertise in GIS projects of a similar scale and nature: Attach a registration certificate and detailed cv.	
	score 5	8 or more years' experience and expertise in GIS projects of a similar scale and nature
	score 4	More than 5 less 8 years' experience and expertise in GIS projects of a similar scale and nature
	score 3	5 years' experience and expertise in GIS projects of a similar scale and nature
	score 2	More than 1 less than 5 years' experience and expertise in GIS projects of a similar scale and nature
	score 1	1 year or less experience and expertise in GIS projects of a similar scale and nature
Municipal Finance Expert / Infrastructure Investment Analyst Weighting = 15	Must have at least 10 years of post-qualification experience in municipal finance, the development of capital expenditure frameworks, financial analysis, financial modelling, infrastructure investment planning, and urban systems modelling. The candidate should possess qualifications and experience in economics or public finance, with expertise in public finance modelling and forecasting: Attach a detailed cv.	
	score 5	15 years or more of post qualification experience in municipal finance, capital expenditure frameworks, financial analysis, financial modelling, infrastructure investment planning, urban systems modelling, public finance modelling and forecasting

	score 4	More than 10 but less than 15 years of post qualification experience in municipal finance, capital expenditure frameworks, financial analysis, financial modelling, infrastructure investment planning, urban systems modelling and public finance modelling and forecasting
	score 3	10 years of post qualification experience in municipal finance, capital expenditure frameworks, financial analysis, financial modelling, infrastructure investment planning urban systems modelling and public finance modelling and forecasting
	score 2	More than 5 but less than 10 years of post qualification experience in municipal finance, capital expenditure frameworks, financial analysis, financial modelling, infrastructure investment planning, urban systems modelling and public finance modelling and forecasting
	score 1	5 years or less of post qualification experience in municipal finance, capital expenditure frameworks, financial analysis, financial modelling, infrastructure investment planning, urban systems modelling and public finance modelling and forecasting

METHODOLOGY AND PROJECT PLAN

TOTAL WEIGHTING = 30	MAX Value	INTERPRETATION OF THE TERMS OF REFERENCE AND QUALITY OF THE METHODOLOGY AND PROJECT PLAN PRESENTED
Understanding of scope of work and deliverables Weighting =20	Understanding of scope of work and deliverables	
	score 5	An excellent understanding of the scope of work and deliverables, with a methodology that is detailed, responsive to the terms of reference and illustrative of a deep understanding of what is required in the project
	score 4	A good understanding of the scope of work and deliverables, with a methodology that is detailed and responsive to the terms of reference
	score 3	An acceptable understanding of the scope of work and deliverables, with a methodology that is responsive to the terms of reference
	score 2	A weak / generic understanding of the scope of work and deliverables, with a methodology that is missing key deliverables as set out in the terms of reference
	score 1	A poor understanding of the scope of work and deliverables, with no methodology or a methodology that is inherently unrealistic or unachievable or non-responsive to the terms of reference
Work breakdown structure Weighting = 5	Work breakdown structure / Project Plan	
	score 5	An excellent and detailed work breakdown structure provided indicating tasks, resources allocated and timeframes applicable
	score 4	A very good work breakdown structure is provided but does not indicate all tasks, resources allocated and timeframes applicable
	score 3	A good work breakdown structure is provided and does not indicate all tasks, resources allocated and timeframes applicable
	score 2	An average work breakdown structure is provided and does not indicate all tasks, resources allocated and timeframes applicable

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TOTAL WEIGHTING = 30	MAX Value	INTERPRETATION OF THE TERMS OF REFERENCE AND QUALITY OF THE METHODOLOGY AND PROJECT PLAN PRESENTED
	score 1	No work breakdown structure is provided
Schedule of team members weighting= 5	Schedule of team members	
	score 5	An excellent, detailed schedule of all team members is provided
	score 4	A very good schedule of all team members is provided
	score 3	A good schedule of all team members is provided
	score 2	A weak schedule of all team members is provided
	score 1	No schedule of team members is provided.
TOTAL SCORE 100		

The Bids that fail to achieve a minimum of **60** points for functionality will be disqualified and will not be invited for the second stage of evaluations in accordance with 80/20 preference points system as stipulated above.

Second Stage - Evaluation in terms of Points awarded for specific goals

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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—

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
Who is female	5		
Who has a disability	2		
Specific goal: Youth	2		
Specific goal: Locality Promotion of enterprises located in a Western Cape Province.	3		

Calculation of total points scored for price Specific goals

The points scored for price must be added to the points scored for Specific goals to obtain the bidder's total points scored out of 100.

17 OUTCLAUSE

- 17.4 The Department of Land Reform and Rural Development reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.
- 17.5 The Department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

18 PROJECT MANAGEMENT WITHIN DLR&RD

- 18.4 This project will be facilitated by a team consisting of officials from the Department of Land Reform and Rural Development (DLR&RD) as well as the Western Cape Department of Environmental Affairs and Development Planning.

19 PUBLICATION

- 19.4 21 days advertisement
- 19.5 Tender Bulleting
- 19.6 Departmental website
- 19.7 No Briefing Session
- 19.8 National Treasury E- portal

20 CONTACT PERSON FOR TECHNICAL ENQUIRIES

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

CHIEF DIRECTORATE: PLANNING FACILITATION

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DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
PRIVATE BAG X833
PRETORIA
0001

Attention: Ms Zouna Meades
Telephone: 012 3128031
Email: Zouna.Meades@dalrrd.gov.za

WESTERN CAPE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT
PLANNING
DIRECTORATE: SPATIAL PLANNING

Ms Tania de Waal
021 4834360
Email: tania.dewaal@westerncape.gov.za

Supply Chain Management Enquiries

Mr. Mzubanzi Mntumni

BIDS Unit

021 409 0523

Email: MzubanziM@dalrrd.gov.za

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