

SSC WC Q15 (2024/2025) DALRRD

THE APPOINTMENT OF A CONSULTANT TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION OF ERF 10793 (PORTION OF ERF 1588), CONSTANTIA, SITUATED IN CAPE TOWN METRO AND CITY OF CAPE TOWN, WESTERN CAPE FOR A PERIOD OF TWELVE (12) MONTHS.

CLOSING DATE:

DATE: 22 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 : Mr. Bongani Dywili
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BID RELATED ENQUIRIES : Ms. Mpho Mudau
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**rural development
& land reform**

Department:
Rural Development and Land Reform
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 Q15 (2024/2025) DALRRD

CLOSING TIME: 11H00

CLOSING DATE: 22 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 Q15 (2024/2025) DALRRD CLOSING DATE: 22 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 Q15 (2024/2025) DALRRD	CLOSING DATE:	22 November 2024	CLOSING TIME:	11:00 AM
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DESCRIPTION	THE APPOINTMENT OF A CONSULTANT TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION OF ERF 10793 (PORTION OF ERF 1588), CONSTANTIA, SITUATED IN CAPE TOWN METRO AND CITY OF CAPE TOWN, WESTERN CAPE FOR A PERIOD OF TWELVE (12) 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	Ms. Mpho Mudau	CONTACT PERSON	Mr. Bongani Dywili
TELEPHONE NUMBER	021 409 0551	TELEPHONE NUMBER	012 312 8027
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Mpho.Mudau@dalrrd.gov.za	E-MAIL ADDRESS	Bongani.Dywili@dalrrd.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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 3.1]

PRICING SCHEDULE FOR THE APPOINTMENT OF A CONSULTANT TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION OF ERF 10793 (PORTION OF ERF 1588), CONSTANTIA, SITUATED IN CAPE TOWN METRO AND CITY OF CAPE TOWN, WESTERN CAPE FOR A PERIOD OF TWELVE (12) MONTHS.

PRICING SCHEDULE
(Professional Services)

Name of bidder.....

Bid number: SSC WC Q15 (2024/2025) DALRRD

Closing Time 11:00

Closing date: 22 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.....

PROJECT PHASES	DELIVERABLE(S)	% PAYABLE	TIME FRAMES	TOTAL COST
Phase 1: Inception(Deliverable(S))	Methodology, Process Plan, Expected Outputs, Deliverables and milestones.	5%	1 months	R.....
Phase 2: Pre-Application Consultation (with CoCT)	This is done to determine the merit of the proposal and obtain proper information on the application procedure to be followed relevant higher order planning frameworks and policies, by-laws, regulations and other requirements, as well as any likely application / advertisement / notice fees	15%	2 months	R.....

PROJECT PHASES	DELIVERABLE(S)	% PAYABLE	TIME FRAMES	TOTAL COST
	payable and the relevant application forms.			
Phase 3: Submission Of Application	<p>This phase will include Public participation, advertising (once application considered complete), including applicant response to any objections and/or comments received.</p> <p>Technical assessment by relevant authority (CoCT) requirements, including amendments / revisions by applicant if required.</p>	60%	7 months	R.....
Phase 4: Decision Of Application	<p>Decision received from CoCT.</p> <p>Provision for appeal process (if applicable)</p> <p>Final invoices to be process after appeal period closed.</p>	20%	2 months	R.....
TOTAL COST EXCLUDING VAT				
VAT 15%				
TOTAL COST INCLUDING VAT				

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.

.....

Any enquiries regarding bidding procedures may be directed to the –

AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

14 LONG STREET

CAPE TOWN

8000

All technical enquiries should be directed to:

Attention: Mr Bongani Dywili

Telephone: 012 312 8027

Email: Bongani.Dywili@dalrrd.gov.za

Supply Chain Management Enquiries:

Ms. Mpho Mudau

(021) 409 0551

Email: Mpho.mudau@dalrrd.gov.za

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

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.

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

- 3.7 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

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

1. DEFINITIONS

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

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to invitations to tender - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes

included); and

2.2 To be completed by the organ of state

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

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

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

(a) Price; and

(b) Specific Goals.

2.4 To be completed by the organ of state: The maximum points for this tender are allocated as follows:

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

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

- (I) A maximum of 10 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 10 ÷ 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 3 points may be allocated to tenderers who are youth, 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 in full, will result in points for specific goals not to be allocated**

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1 POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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.

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

5. SUB-CONTRACTING

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

YES	<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:
.....

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 Company registration number:

6.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

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



agriculture, land reform & rural development

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



1. INTRODUCTION

1.1 The Department of Agriculture, Land Reform and Rural Development (DALRRD), Office of the Regional Land Claims Commissioner Office: Western Cape requires professional services of one (1) consultant firm or a consortium of suitably qualified professionals to undertake a land development application for the proposed subdivision of Erf 10793 (Portion of Erf 1588), Constantia into 2 (two) portions (namely $\pm 900\text{m}^2$ and $\pm 550\text{m}^2$) with associated specialist studies (as required from the relevant authority). The proposed application also needs to include the creation of relevant access to the 2 (two) portions (best option to be discussed with the relevant authority by either a Right of Way Servitude, new subdivision and closure of public place over a portion of Erf 10793 (Portion of Erf 1588) Constantia or new access from Montley Road).

2. BACKGROUND

2.1 Erf 10793 (Portion of 1588), Constantia was released to the DALRRD for restitution purposes and need to be subdivided and rezoned. The property is currently registered in the name of Republic of South Africa and is held under Deed of Transfer No. T2598/1996.

2.2 Erf 10793 (Portion of 1588), Constantia has been released by the National Department of Public Works to be utilised for Restitution purposes. The said property will be awarded to two families who are the Restitution Beneficiaries. The two families are the Amien Family and Clarke Family. Each family will be awarded a portion of Erf 10793 Constantia as their restitution award. The extent of the released property is approximately 1594m^2 and the Amien Family will be awarded $\pm 900\text{m}^2$ and the remaining $\pm 550\text{m}^2$ will be awarded to the Clarke Family. To be able

to award the above-mentioned portions to the two families, a subdivision of Erf 10793 (Portion of Erf 1588) Constantia will have to take place.

- 2.3 Erf 10793 (Portion of Erf 1588) Constantia is currently zoned as Single Residential Zoning 1 (SR1). The two families (restitution beneficiaries) have both indicated that they will utilize their portions for residential development. For the families to be able to develop the property for residential purposes, the rezoning of Erf 10793 Constantia will need to take place first.
- 2.4 This Terms of Reference will only be applicable to the land development application (with associated specialist studies as required from the relevant authorities) pertaining to the proposed subdivision of Erf 10793 (Portion of Erf 1588) Constantia.

3. THE SITE

- 3.1 The property is described as Erf 10793 (Portion 1588), Constantia, Cape Town (hereafter referred to as **the site**).
- 3.2 The site is located within the City of Cape Town's urban edge. Other uses that are found surrounding the site are Single Residential, General Residential, General Business, Open space, and Community Zoned properties.
- 3.3 Direct access to the site can be gained from either Montely Road or over public open space (Remainder of Erf 1588) from Student Way.
- 3.4 According to the City of Cape Town Planning Bylaw, 2015, (As amended by City of Cape Town: Municipal Planning Amendment By-law, 2019) the site is currently zoned as Single Residential Zoning 1 (SR1).

The SR1 zoning provides for predominantly single-family dwelling houses and additional use rights in low-to medium-density residential neighbourhoods, whether these incorporate small or large erven. Limited employment and additional

accommodation opportunities are possible as primary or consent use, provided that the impact of such uses do not adversely affect the surrounding residential environment.

The following use restrictions apply to the property: (Items 23 to 25B)

'Single Residential Zoning 1

(a) Primary uses are dwelling house, private road and additional use rights as specified in paragraph (b)

(b) Additional use rights which may be exercised by the occupant of a property are home occupation, bed and breakfast establishment, second dwelling, third dwelling and home child care, subject to the following conditions:

(i) Except for a second dwelling, only one of the activities listed as additional use rights shall be conducted on any land unit as a primary use. Where more than one such activity is required, the City's approval shall be obtained;

(ii) The dominant use of the property shall be a dwelling house for accommodation of a single family;

(iii) The proprietor of the activity concerned shall live on the property;

(iv) The conditions stipulated in items 23, 24, 25, 25A or 25B (whichever is applicable) shall be adhered to:

(v) Any new structure or alteration to the property to accommodate an additional use right shall be compatible with the residential character of the area, particularly with regard to the streetscape, and shall be capable of reverting to use as part of the dwelling house, second dwelling, third dwelling or outbuilding concerned; and

(vi) No more than three employees shall be engaged by the occupant in the activity concerned.

(c) Consent uses are utility service, place of instruction, place of worship, house shop, institution, guest house, minor rooftop base telecommunication

station, rooftop base telecommunication station, wind turbine infrastructure, open space, urban agriculture, veterinary practice and halfway house.

46 Use of the property

- (a) *Primary uses are dwelling house, private roads, and additional use rights. Additional use rights are second dwelling, third dwelling, home occupation or bed and breakfast establishment, or home child care.*
- (b) *Consent uses are utility services, place of instruction, place of worship, house shop, institution, guest house, minor rooftop base telecommunication station, rooftop base telecommunication station, wind turbine infrastructure, open space, urban agriculture, hallway house, and veterinary practice.*

****Please refer to the City of Cape Town Planning Bylaw, 2015 for descriptions of these sections.***

4. PROPOSED DEVELOPMENT

4.1 Development Objectives

According to the approved City of Cape Town's, Southern District Plan (SDP) (2012) the proposed location of the site falls within the urban edge of the City and is designated in an Urban Development Area.

The SDP define these areas as follows:

Urban Development Area: Buildings and infrastructure with a residential purpose as well as offices, shops, community facilities and other associated buildings, infrastructure and public open space necessary to provide for proper functioning of urban areas and amenity and recreation. The term 'urban development' includes golf estates, vineyard estates with a residential component, equestrian estates with a residential component, rural living estates, eco-estates, gated communities and regional shopping centres,

However, for the purposes of this report 'urban development' excludes noxious industry, land for industrial purposes and mixed-use intensification areas, as they are designated separately in the spatial plan. But service trades that generate a low impact on surrounding urban are deemed to form an integral part of an area demarcated for urban development purposes.

SDP Spatial Strategy 2: Manage urban growth and create a balance between urban development and environmental protection:

Urban development should be directed away from significant natural asset resource areas (e.g. nature and agricultural areas, aquifers) and hazards. It should occur as a priority within the existing footprint (such as the development of underutilized infill sites or other forms of densification), and where it expands beyond this into areas of settlement / developmental opportunity that are appropriate for urban development. Future urban development should be as part of a phased, coordinated growth process associated with infrastructure provision (e.g. roads, stormwater, water, waste water, solid waste, and electricity services) as well as planning for the required range of social and community facility provision (e.g. health facilities, schools, libraries, parks and cemeteries).

SDP Spatial Strategy 3: Build an inclusive, integrated and vibrant City

Civic precincts: Social facilities and public institutions should be clustered in civic precincts, at the points of highest accessibility (the intersections of the grid). The hierarchy of the civic precincts will be determined by the hierarchy of the accessibility grid. The civic precincts that are of citywide significance will by and large be located at the intersection of the primary grid. The civic precinct will be the focus of public investment and will create opportunity for private sector investment in commercial, mixed-use and higher density residential development. They will therefore be closely associated with urban nodes.

The Spatial Strategy 2 in the 2018 Spatial Development Framework state that The City actively promotes an urban form with higher densities and mixed land use patterns within an urban inner core, supported by an extensive and efficient bus rapid transit (BRT) and rail network. Through this form, it wants to achieve developmental outcomes such as more sustainable use of land and natural resources, lower carbon emissions, more efficient use of infrastructure; effective and efficient public transport systems and social amenities.

4.2 Proposed Development Concept

The service provider is required to undertake a land development application for subdivision (including any required specialist studies requested by the relevant authorities) for the site to the City of Cape Town. The Service provider must consider all appropriate development proposals, including the best viable access option to the 2 (two) newly created portions, taking into account any written submissions from or consultations with the DALRRD.

A prerequisite for the proposed development of the site is that it should –

- Be consistent with the development guidelines outlined in the City of Cape Town's SDF (2018), SDP (2012) or its amendments and conform to all relevant legislation; and
- Be subject to the approval of the rules and regulations set out in the latest Cape Town Municipal Planning Bylaw.

5. SCOPE OF WORK / PROJECT DESCRIPTION

- 5.1 The DALRRD would like to appoint a service provider to submit a land development application for subdivision (including any required specialist studies if applicable or

requested by the relevant authorities, e.g. Traffic Impact Study, Services Reports to resolve the best access option, Heritage Notice of Intend) for the site.

5.2 The table below provide a guideline for the proposed subdivision application of the site.

Existing Property	Existing Zoning	Proposed Subdivision and Zoning
Erf 10793 (Portion of Erf 1588) Constantia	Single Residential 1 (SR1)	2 portions (namely ±550m ² and ±900m ²)

5.3 The DALRRD, Claimants, and its Representatives will be given a reasonable opportunity to consider the application motivation report (or any required specialist studies) to submit written comments on the reports should the need arise before formal submission to the local authority.

5.4 The Service Provider will be responsible for obtaining confirmation by the Restitution Office pertaining to the proposed residential density required by the Claimants to inform the traffic impact studies/reports.

5.5 The Service Provider will be responsible for obtaining the endorsement of the abovementioned report(s) by the DALRRD / RLCC.

5.6 The successful service provider(s) will need to deliver the outputs pertaining to the Land Development Application in accordance with the latest City of Cape Town (CoCT) Development Application Management System requirements.

Project Management:

- Monitor Application (at CoCT)
- Respond to objections from interested and affected parties

- Project manage relevant authorisations (if applicable) as well as specialist studies (where required).

6. PROJECT DELIVERABLES

The successful service provider must produce and submit:

- 6.1 A comprehensive project plan approved by the DALRRD. The plan should outline the various reports to be produced, the delivery dates and all planned meetings to be held. The comprehensive project plan must meet the specified timeframes.
- 6.2 The project plan should consist of four Phases, where **Phase 1 will deal with the inception report, Phase 2 dealing with submission of pre-application, Phase 3 submission of application and Phase 4 dealing with the decision of the application.**

PHASE 1	INCEPTION(DELIVERABLE(S))	TIMEFRAME	% PAYABLE
	Methodology, Process Plan, Expected Outputs, Deliverables and milestones.	1 Months	5%
PHASE 2	PRE-APPLICATION CONSULTATION <i>(with CoCT)</i>		
	This is done to determine the merit of the proposal and obtain proper information on the application procedure to be followed relevant higher order planning frameworks and policies, by-laws, regulations and other requirements, as well as any likely application / advertisement / notice fees	2 Months	15%

	payable and the relevant application forms.		
PHASE 3	SUBMISSION OF APPLICATION		
	This phase will include Public participation, advertising (once application considered complete), including applicant response to any objections and/or comments received. Technical assessment by relevant authority (CoCT) requirements, including amendments / revisions by applicant if required.	7 Months	60%
PHASE 4	DECISION OF APPLICATION		
	Decision received from CoCT. Provision for appeal process (if applicable) Final invoices to be process after appeal period closed.	2 Months	20%

6.3 The successful service provider(s) will need to deliver the following outputs pertaining to the site:

- Environmental & Heritage decision letters (if applicable);
- Layout plan;
- Subdivision Application (to be pre-approved by the Department before formal submission to CoCT) including the following:
 - *Completed & signed application form,*
 - *Power of attorney,*
 - *Locality/Rezoning plan,*

- *Motivation report/cover letter,*
- *Copy of title deeds,*
- *Conveyancer's certificates,*
- *Copy of EIA/HIA/TIA reports (subject to requested of local authority),*
- *Services report (subject to requested of local authority),*
- *Layout plan,*
- *Flood line certificate (subject to requested of local authority),*
- *Contour plan (if requested),*
- *Zoning certificate, and*
- *Additional copies of all documentation (as per authority requirements);*

6.4 Project Management:

- Inception Report
- Monitor Application (at City of Cape Town) and other (e.g. Department of Environmental Affairs and Development Planning & Heritage Western Cape if applicable)
- Respond to objections from interested and affected parties
- Project manage environmental and heritage authorisations (if applicable) as well as specialist studies (where required).
- Outcome of Development Application - Municipal decision letter.

6.5 A schedule of payment indicating tasks and deliverables as per project plan.

6.6 The documents and tasks as set out in the Scope of Work above.

6.7 The drafting, circulation, and corrections of minutes of any meetings held with the DALRRD within 5 working days of the event.

6.8 The service provider(s) must provide DALRRD with one hard copy, and two electronic copies (one in Microsoft Word and one in Adobe PDF) of the final document, including the specialist studies. Provide GIS data (in ArcGIS) and shape

files including the combined layering of the findings of the specialist reports on a site layout plan (in Autocad format).

6.9 The successful service provider should prepare all documentation in a format which is compatible with MS Office, ArcGIS and Autocad (dwg) for Windows Operating Systems.

6.10 The project must be completed by the end of 12 months. Failure to meet all the final deliverables by the indicated deadlines will result in penalties.

6.11 Written monthly reports on progress need to be provided.

7. REPORTING AND MEETINGS

7.1 Monthly virtual meetings will need to be held with the DALRRD (upon request).

7.2 The successful service provider will be responsible for undertaking all administrative work with respect to the project. This will include preparations for any meetings, preparing agenda's, minute taking, and other related logistical arrangements. The successful service provider will also be expected to distribute all monthly progress reports to representatives of the DALRRD.

7.3 Reasonable consultation between the Claimants, its Representatives, the DALRRD and the appointed specialists must be provided for in the process.

8. RESPONSIBILITIES OF THE DEPARTMENT

8.1 DALRRD will cover the agreed upon fee of the service provider.

8.2 DALRRD will provide strategic guidance and available documentation and information.

8.3 The staff of the DALRRD will make themselves available for the various agreed meetings and will review and make comments on all draft documents as per the agreed schedules. A minimum of 10 working days should be provided for professional review by the Core Team.

9. PROJECT OR CONTRACT PERIOD

9.1 The project period shall begin on date of appointment and end 12 months.

10. BUDGET

10.1 The service provider shall compile a detailed breakdown of costs and submit it together with the proposal. Competitive pricing and functional competence of the service provider will be major considerations in the evaluation of proposals.

11. MANDATORY REQUIREMENTS

11.1 Attach a resolution letter authorizing a particular person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bid.

11.2 Only duly authorized signatories must sign the original and all copies of the bid offer where required:

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

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

11.2.3 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.

11.2.4 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 authorized to sign on behalf of each partner, in which case proof of such an authorization shall be included in the Tender.

11.2.5 In the case of a **JOINT VENTURE** submitting a tender, must include a resolution of each company of the Joint Venture to sign the documents on behalf of the Joint Venture.

11.3 The service provider team must consist at least of the following practitioners (submitted in a tabular format):

- **Registered Town Planner** - qualification in Town & Regional Planning and professional registration with **SACPLAN** (South African Council for Planners) website which reflects the details of the Registered Person, the certificate's validity period (dates) at the time of submitting the Bid;
- **Engineer** – qualification in engineering (civil and transport) and professional registration with **ECSA** (Engineering Council of South Africa) website which reflects the details of the Registered Person, the certificate's validity period (dates) at the time of submitting the Bid;
- **Heritage Practitioner** - Heritage-related qualification.
- **Environmental Specialist** – Environmental-related qualification.

NB: Should the team not have all the above required practitioners; their bid will not be considered.

11.4 A fully completed pricing schedule on the prescribed template must be submitted.
(i.e. **SBD 3.1 – pricing schedule**)

(NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED)

11.5 The bidder must be registered on the National Treasury Central Supplier database and attach a report as proof or provide registration number (MAAA) in the space provided on the SBD1 form.

11.6 If the bidder sub-contracts, the sub-contractor(s) must be registered on the National Treasury Central Supplier Database and the sub-contracts bidder must provide a separate Tax Pin and a CSD report as proof thereof and also indicate on **SBD 6.1**

Note: Any quotation submitted not complying with the above-mentioned stipulations will be regarded as non-responsive and will therefore not be considered for further evaluation

12. ADMINISTRATIVE REQUIREMENTS

a) Tax Requirements:

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.

- Application for tax compliance status (TCS) or pin may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e- filers through the website www.sars.gov.za.
- Bidders may also submit a printed TCS together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number.
- Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

b) All SBD forms (SBD4, SBD 6.1) must be fully completed and returned with the bid on the closing date.

13. EVALUATION CRITERIA

This bid shall be evaluated on the basis of functionality and in accordance with 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022 as stipulated below.

13.1 First Phase will be evaluated on SCM mandatory requirements,

13.2 Second Phase -Evaluation of Functionality

13.3 The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in **accordance** with the below functionality criteria and values;

13.4 Responsiveness criteria applicable to this bid:

- i) Service provider(s) must provide a track record of relevant expertise and experience with regards to the project.
- ii) CVs of key team to be allocated to the project and track record of relevant expertise and experience.
- iii) Detailed breakdown of budgets and cash flows.
- iv) Schedule of personnel allocated to the project, their positions and designations and hours they will be involved in the project as well as hourly rates (inclusive of VAT).
- v) Outline of suggested approach and methodology.

- vi) Project Plan detailing roll out of the project including an organizational chart and work breakdown structure for the specialist studies. The latter should include tasks, subtasks, calendar time allocation, major activities and milestones relative to cash flow expectations.

13.5 Functionality responsiveness criteria applicable to this bid:

Functionality will be evaluated by independent Members of the Bid Evaluation Committee in accordance with the functionality criteria and values illustrated below. The applicable values that will be utilized when scoring each criteria ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

13.5.1 Functionality The functionality criteria and weighting to be used are spelt out in the table below.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	Weighting Factors:	Scoring
		20	
Resources	Composition and allocation of roles of the technical team to be utilized in the execution of the project (CVs clearly indicating relevant skill, knowledge);		
	Project Leader and Town & Regional Planner	5	
	Engineer (Civil and Transport)	5	
	Heritage Practitioner	5	
	Environmental Specialist	5	

		60			
Capability	Recent and relevant experience (reference Letters)				
Proof of experience must be clearly and distinctly indicated <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td>years</td><td>weight</td></tr></table>	years	weight	Subdivision Application	40	
	years	weight			
	Services Reports (Civil & Transport)	10			
Heritage Assessment	5				

0-1	1	Environmental Specialist	5	
1-2	2			
3-4	3			
5-10	4			
10+	5			

		20	
Methodology and project management	Responsiveness of methodology to the terms of reference in terms of paragraph 5 and 6 (Inclusive of a detailed work breakdown structure indicating tasks, resources allocated and timeframes applicable and associated detailed cost breakdown)		
	Subdivision application	5	
	Services Reports (e.g. Civil Services, Traffic Impact Assessments)	5	
	Heritage Authorization	5	
	Environmental Studies	5	
	Total Score	100	

NB: Bidders who fail to achieve a minimum of 60 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on the second Phase (Price).

13.6 Third Phase-Evaluation in terms of 80/20 Preference Points System:

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

- 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

- The tender must make sure that they complete the **SBD 6.1** attached so that they can claim the Specific Goals (20) points.
- 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.
- 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.
- Bidders who wish to claim points in terms of table 4.2 on **SBD 6.1** need to provide proof for each point claimed as guided below:

Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

Who has a disability – **attach doctor’s letter confirming the disability**

Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

13.7 The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes

(a) Formula:

$$Ps = 80 (1 - (Pt - P_{min} / P_{min}))$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price value of offer under consideration
Pmin = Price value of lowest acceptable tender

- (b) A maximum of 20 points may be awarded to a tenderer for being an HDI and/or subcontracting with as HDI and/or achieving any of the specified goals stipulated in Regulation 4.
- (c) The points scored by tenderer in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.
- (d) Only the tender with the highest number of points scored may be selected.

13.8 Stipulation of preference point system to be used.

- (a) The department hereby stipulate the preference point system which will be applied in the adjudication of price quotations:

Historically disadvantaged individuals:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
I. 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 citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation- a) Before 27 April 1994 b) On or before 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to the date	10
II. Who is female	5
III. Who is disabled	2
IV. Specific goal: Youth	3
Total point of price and HDIs must not exceed	100

14. CONDITIONS

14.1 In submitting the bid, the bidder therefore accepts all the conditions and specifications contained in the TOR.

15. INTELLECTUAL PROPERTY

15.1 The prospective service provider must note that all drafts, including the final draft of the document and any digital information derived in undertaking the project will be the sole property of the DALRRD. The copyright of all documentation and ownership of reports etc. will vest with the DALRRD.

15.2 Any reports or other material, graphic, software or otherwise, prepared by the service provider(s) for this project under this contract shall be used or distributed only with the permission of the DALRRD.

16. DECLARATION OF CONFIDENTIALITY

16.1 The service provider/s shall regard all information in, or in support of the project, as confidential and may not use any information for personal or 3rd party gain. All communication with the media regarding this project (if any) will be conducted through the communication component of the DALRRD.

17. PENALTIES

17.1 Failure to meet all the final deliverables by the delivery date will result in a deduction of a sum calculated on the delivered price of the delayed goods or unperformed services, not more than 5% of the Contract Price.

18. PAYMENTS

- 18.1 Payments will be made only for work performed to the satisfaction of the PSC in recommendation to the Department. The service provider will only be paid according to deliverable successfully achieved (per phase), as per approved program of action, to the satisfaction of the PSC together with the Memorandum of Agreement.
- 18.2 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.
- 18.3 Original invoices to substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project, for what purpose those hours were spent and to what extent the objectives were achieved. No copies or e-mailed invoices will be processed.

19. EXTRA WORK

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

20. CONTACT PERSON FOR ENQUIRIES

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

- 20.1 All technical enquiries must be forwarded to:

**Directorate: Commission on Restitution of Land Rights
Agriculture, Land Reform and Rural Development**

14 Long Street, 1st floor
Cape Town, 8000

Contact person: Bongani Dywili

Telephone: 021 409 0300

Email: bongani.dywili@dalrrd.gov.za

- 20.2 All Supply Chain Management (SCM) enquiries must be forwarded to:

Ms. Mpho Mudau

Supply Chain Practitioner

Tel: (021) 409 0551

Email: mpho.mudau@dalrrd.gov.za

21. PUBLICATION OF BID DOCUMENT

ADVERT PERIOD: 14 days

PUBLICATION DATE: 07 November 2024

CLOSING DATE: 22 November 2024

IT IS THE PROSPECTIVE BIDDER'S RESPONSIBILITY TO ENSURE THAT COURIER DELIVERIES MUST BE GIVEN INSTRUCTIONS TO DROP PROPOSALS INSIDE THE BID BOX AS NO WAYBILLS WILL BE SIGNED BY OFFICIALS OF THE DALRRD.

22. OBTAINABILITY OF BID DOCUMENT

The bid document will be available on the **departmental website or the National Treasury e-tender portal site (current tenders).**