

## SSC WC Q13 (2021/2022) DALRRD

APPOINTMENT OF A SERVICE PROVIDER(S) TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION AND REZONING OF REMAINDER OF ERF 81657, RETREAT, CAPE TOWN

### **COMPULSORY VIRTUAL BRIEFING SESSION**

DATE: 03 DECEMBER 2021

TIME: 11:00 AM

**BRIEFING SESSION LINK:**

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NDU1Njl3MTgtZjNkNC00OTE4LWI1MTgtMTM5MTJINmU4NTUy%40thread.v2/0?context=%7b%22Tid%22%3a%221f792a35-02a7-4e3e-9e7a-ff40ae390cb6%22%2c%22Oid%22%3a%22d505187-bc81-4bfc-80e2-bc1f9ea2449c%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDU1Njl3MTgtZjNkNC00OTE4LWI1MTgtMTM5MTJINmU4NTUy%40thread.v2/0?context=%7b%22Tid%22%3a%221f792a35-02a7-4e3e-9e7a-ff40ae390cb6%22%2c%22Oid%22%3a%22d505187-bc81-4bfc-80e2-bc1f9ea2449c%22%7d)

PLEASE EMAIL [Charles.mamabolo@dalrrd.gov.za](mailto:Charles.mamabolo@dalrrd.gov.za) for the briefing link if you experience any difficulty.

### **CLOSING DATE:**

DATE: 10 DECEMBER 2021

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TIME: 11:00 AM

VENUE: BID BOX SITUATED AT NUMBER 14 LONG STREET, SECURITY AREA AT GROUND FLOOR **It is the prospective bidder's responsibility to ensure that the bid document reached the departmental tender box before the closing date and time. courier deliveries must be given instructions to drop proposals inside bid box as no waybills will be signed by officials.**

**TECHNICAL ENQUIRIES** : Mr Tommie Bolton  
TEL : 021 409 0300 / 060 965 6028  
EMAIL : [Tommie.Bolton@dalrrd.gov.za](mailto:Tommie.Bolton@dalrrd.gov.za)

**BID RELATED ENQUIRIES** : Mr. Charles Mamabolo  
TEL : (021) 409 0526  
EMAIL : [charles.mamabolo@dalrrd.gov.za](mailto:charles.mamabolo@dalrrd.gov.za)



## agriculture, land reform & rural development

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

**Chief Directorate:** Provincial Shared Service Centre: **Sub-Directorate:** Demand and Acquisition  
Management Services: **Enquiries:** Mr Sicelo Zwane: **Tel:** (021) 409 0605

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

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**BID NUMBER:** SSC WC Q13 (2021/2022) DALRRD

**CLOSING TIME:** 11H00

**CLOSING DATE:** 10 DECEMBER 2021

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 3.1, SBD4, SBD 6.1, SBD 8, SBD9, 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

**SIGNED**  
**MS R MASWENENG**  
**ACTING DEPUTY DIRECTOR: SUPPLY CHAIN MANAGEMENT**  
**DATE: 24 NOVEMBER 2021**

**P TO BIDDER BOX (B BOX)**

**SSC WC Q13 (2021/2022) DALRRD CLOSING DATE: 1 0 D E C E M B E R  
2 0 2 1 AT 11:00**

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

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

**THE SBD 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 08 HOURS A DAY, 5 DAYS A WEEK.  
THE BID BOX WILL BE CLOSED AT  
11H00 WHICH IS THE CLOSING TIME OF BIDS.**

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

**SUBMIT YOUR BID IN A SEALED ENVELOPE**

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT  
July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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 Q13 (2021/2022) DALRRD	CLOSING DATE:	10 DECEMBER 2021	CLOSING TIME:	11:00 AM
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DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER(S) TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION AND REZONING OF REMAINDER OF ERF 81657, RETREAT, CAPE TOWN
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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**

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>	<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>
-------------------------------------------------------	------------------------------------------------

CONTACT PERSON	<b>Mr Charles Mamabolo</b>	CONTACT PERSON	<b>Mr Tommie Bolton</b>
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TELEPHONE NUMBER	<b>021 409 0526</b>	TELEPHONE NUMBER	<b>060 965 6028</b>
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FACSIMILE NUMBER		FACSIMILE NUMBER	
------------------	--	------------------	--

E-MAIL ADDRESS	<a href="mailto:charles.mamabolo@dalrrd.gov.za">charles.mamabolo@dalrrd.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Tommie.Bolton@dalrrd.gov.za">Tommie.Bolton@dalrrd.gov.za</a>
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**SUPPLIER INFORMATION**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER	CODE		NUMBER	
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CELLPHONE NUMBER

FACSIMILE NUMBER	CODE		NUMBER	
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E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA:
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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
----------------------------------------------	----------------------------------------------------------------------------------	-------------------------------------	-----------------------------------------------------------------------------------

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**



<p>2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES ENCLOSE PROOF]</p>	<p>2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
----------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.**

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

- 1. TAX COMPLIANCE REQUIREMENTS**
- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
  - 1.2 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.
  - 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
  - 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
  - 1.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
  - 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**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: .....



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: .....



# **SSC WC Q13 (2021/2022) DALRRD**

**PRICING SCHEDULE FOR THE APPOINTMENT OF  
A SERVICE PROVIDER(S) TO UNDERTAKE A LAND  
DEVELOPMENT APPLICATION FOR THE  
PROPOSED SUBDIVISION AND REZONING OF  
REMAINDER OF ERF 81657, RETREAT, CAPE  
TOWN**



**PRICING SCHEDULE (Professional Services)**

NAME OF BIDDER: .....

BID NO.: SSC WC Q13 (2021/2022) DALRRD

CLOSING TIME: 11:00 AM

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.....

**NB: PAYMENT TO BE MADE AT THE COMPLETION OF EACH JOB**

Phase	Description	Time frame	% Payable	AMOUNT
Phase 1:	Inception	1 month	5%	R.....
Phase 2:	Pre-Application	2 months	10%	R.....
Phase 3:	Draft Proposals (Services Report)	1 month	15%	R.....
Phase 4:	Submission of Application	5 months	30%	R.....
Phase 5:	Public Participation Period	2 months	15%	R.....
Phase 6:	Response to Public Participation	2 months	10%	R.....
Phase 7:	Decision of Application	2 months	5%	R.....
Phase 8:	Appeals closed	1 month	5%	R.....
Phase 9:	Retention		5%	R.....
<b>SUBTOTAL (VAT EXCL)</b>				R.....
<b>VAT @15%</b>				R.....
<b>TOTAL BID PRICE ALL INCLUSIVE</b>			100%	R.....



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**NB: Bidders must provide costing for each job. Prices quoted shall NOT be conditional to securing other bids, i.e. no discounted contract price for the award of all the bids will be accepted. Total Cost must include all hidden costs**

5. Period required for commencement with project after  
acceptance of bid

.....

6. Estimated man-days for completion of project

.....

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Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT  
14 LONG STREET  
CAPE TOWN  
8000

**TECHNICAL ENQUIRIES** : Mr Tommie Bolton  
TEL : 060 965 6028  
EMAIL : [Tommie.Bolton@dalrrd.gov.za](mailto:Tommie.Bolton@dalrrd.gov.za)

**BID/SUPPLY CHAIN ENQUIRIES** : Mr. Charles Mamabolo  
TEL : (021) 409 0526;  
EMAIL : [charles.mamabolo@dalrrd.gov.za](mailto:charles.mamabolo@dalrrd.gov.za)





SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.



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2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.  
.....



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.....  
.....

2.10 Are you, or any person connected with the bidder,  
aware of any relationship (family, friend, other) between  
any other bidder and any person employed by the state  
who may be involved with the evaluation and or adjudication  
of this bid?

**YES/NO**

2.10.1 If so, furnish particulars.

.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

**YES/NO**

2.11.1 If so, furnish particulars:

.....  
.....  
.....

**3 Full details of directors / trustees / members / shareholders.**

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Income Tax Reference Number</b>	<b>State Number / Employee Pearsal Number</b>



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**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



## SBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.



## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on



9 February 2007;

- (r) “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = Comparative price of lowest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	14
4	5	12



5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

### 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.





**8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

*(Tick applicable box)*

YES		NO	
-----	--	----	--

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider



**agriculture, land reform  
& rural development**

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

- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
------------------------------------------------

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p>
-------------------------------------------------------------------



## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:	<input type="checkbox"/>	<input type="checkbox"/>
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:	<input type="checkbox"/>	<input type="checkbox"/>
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		



4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



## SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



6. 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

<sup>3</sup> 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.



10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION AND ERF 81657, RETREAT, CAPE TOWN**

BAS  PMIS  LOGIS  WCS   CONTRACTOR  
 CONSULTANT

OFFICE: .....

Head Office Only	
Captured By:	_____
Date Captured:	_____
Authorised By:	_____
Date Authorised:	_____
Supplier code:	_____
Enquiries. :	_____
Tel. No.:	_____

**The Director General: Department of Agriculture, Land Reform and Rural Development**

- I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.
- I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).
- I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.
- This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post.
- Please ensure information is validate as per required bank screens .
- I/We understand that bank details provided should be exactly as per the records held by the bank.
- I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION AND REZONING OF REMAINDER OF ERF 81657, RETREAT, CAPE TOWN**

Company / Personal Details	
Registered Name	<input style="width: 95%;" type="text"/>
Trading Name	<input style="width: 95%;" type="text"/>
Tax Number	<input style="width: 95%;" type="text"/>
VAT Number	<input style="width: 95%;" type="text"/>
Title:	<input style="width: 95%;" type="text"/>
Initials:	<input style="width: 95%;" type="text"/>
First Name:	<input style="width: 95%;" type="text"/>
Surname:	<input style="width: 95%;" type="text"/>
Postal and Street Address Detail of the Company / Individual	
Postal Address	<input style="width: 95%;" type="text"/>
Street Address	<input style="width: 95%;" type="text"/>
Postal Code	<input style="width: 15px; height: 15px;" type="text"/> <input style="width: 15px; height: 15px;" type="text"/> <input style="width: 15px; height: 15px;" type="text"/> <input style="width: 15px; height: 15px;" type="text"/>
New Detail	
<input type="checkbox"/> New Supplier information <input type="checkbox"/> Update Supplier information	
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other ( Specify ) <input style="width: 100px; height: 15px;" type="text"/>
Department Number	<input style="width: 15px; height: 15px;" type="text"/> <input style="width: 15px; height: 15px;" type="text"/>

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION AND REZONING OF REMAINDER OF ERF 81657, RETREAT, CAPE TOWN**

**Supplier Account Details** 3

**This field is compulsory and should be completed by a bank official from the relevant bank**

Account Name

Account Number

Branch Name

Branch Number

Account Type

Cheque Account  
 Savings Account  
 Transmission Account  
 Bond Account  
 Other (Please Specify)

ID Number

Passport Number

Company Registration Number

\*CC Registration

**\*Please include CC/CK where applicable**

Practise Number

**Bank stamp**

It is hereby confirmed that this details have been verified against the following screens

**ABSA**-CIF screen  
**FNB**- Hogans system on the CIS4/CUPR  
**STD** Bank-Look-up-screen  
**Nedbank**- Banking Platform under the Client Details Tab

**Contact Details**

Business

Area Code  Telephone Number  Extension

Home

Area Code  Telephone Number  Extension

Fax

Area Code  Fax Number

Cell

Cell Code  Cell Number

Email Address

Contact Person:

Supplier Signature	Departmental Official
Print Name	Print Name
	Rank
<input type="text"/>	<input type="text"/>

*Address of Rural Development and Land Reform Office where form is submitted from*

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION AND REZONING OF REMAINDER OF ERF 81657, RETREAT, CAPE TOWN**

**1. INTRODUCTION**

- 1.1 The Department of Agriculture, Land Reform and Rural Development (DALRRD) requires Service Provider(s) or a consortium of suitably qualified professionals to undertake a land development application for the proposed rezoning of the Remainder of Erf 81657, Retreat, Cape Town.

**2. BACKGROUND**

- 2.1 The Remainder of Erf 81657, Retreat was released to the DALRRD for restoration purposes and need to be rezoned. The property is currently registered in the names of Southgate, E, Southgate, A.R., Southgate, R.A, Southgate, E.M, Southgate, K.G, Southgate, R.M, Southgate, G.J, Southgate, B. and is held under Deed of Transfer No. T00042/2019.
- 2.2 This property was one of three properties within the immediate area from which the owners were formally and forcefully dispossessed of their property under Proclamation 34 of 1961, in terms of the Group Areas Act of 1958. Remainder of Erf 81657 was originally acquired on 31 August 1955 and was expropriated on 12 March 1960. This property, along with 2 others in the area were consolidated into adjacent land and a school was erected on the consolidated property.
- 2.3 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 rezoning of the Remainder of Erf 81657, Retreat, Cape Town.

**3. THE SITE**

- 3.1 The property is described as the Remainder of Erf 81657, Retreat, 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 and Community Zoned properties.
- 3.3 Direct access to the site can be gained at the corner of Eleventh Avenue and Tolerance Road. Eleventh Avenue gain access from Retreat Road and subsequent access from St George Street.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION AND REZONING OF REMAINDER OF ERF 81657, RETREAT, CAPE TOWN**

- 3.4 According to the City of Cape Town Planning Bylaw, 2015, the site is currently zoned as Community Zone 1 (CO 1).

The following use restrictions apply to the property:

***“Part 3: Limited Use Zoning (LU) (items 117 - 120)***

*Community zonings are intended for social uses directed at community needs, such as educational, religious, welfare or health services. Community buildings are important social and urban design focal points, and prominent architectural forms should be encouraged. There are two community zonings, with CO1 serving predominantly local community needs, and CO2, which caters for a wider community and potentially a greater intensity of development.*

***46 Use of the property***

*The following use restrictions apply to property in this zoning:*

- (a) *Primary uses are place of instruction, place of worship, clinic, rooftop base telecommunication station, filming and open space.*
- (b) *Consent uses are institution, hospital, place of assembly, cemetery, freestanding base telecommunication station, veterinary practice and urban agriculture.*

*[Item. 46 substituted by s. 38 of City of Cape Town: Municipal Planning Amendment By-Law, 2016]*

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

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION AND REZONING OF REMAINDER OF ERF 81657, RETREAT, CAPE TOWN**

**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.

Emphasis is placed by the SDP's spatial strategies (Spatial Strategy 3: Integrated settlement patterns) that infill pockets should address the following:

Those undeveloped areas within the urban edge which are suitable for urban development should be identified for such. These should in general be developed at slightly higher densities than their surrounding areas in support of a more compact city, but not to the detriment of the local area. Attention should be given to their potential role in addressing the imbalances in access to housing opportunities close to amenity and other opportunities. Public housing provision is most possible on state owned, and most particularly city-owned land, subject to access to public transport, work opportunities, and social facilities.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION AND REZONING OF REMAINDER OF ERF 81657, RETREAT, CAPE TOWN**

*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 rezoning (including any required specialist studies by the relevant authorities) for the site to the City of Cape Town. The Service provider must consider all appropriate development proposals, 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. BID COMPULSORY BRIEFING SESSION**

- 5.1 Interested parties considering submitting a bid must attend the online information/briefing session at which matters requiring clarity will be discussed. The information session will be held via MS Teams on the **03<sup>rd</sup>** December 2021 at 11am.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION AND REZONING OF REMAINDER OF ERF 81657, RETREAT, CAPE TOWN**

**6. SCOPE OF WORK / PROJECT DESCRIPTION**

6.1 The DALRRD would like to appoint a service provider to submit a land development application for rezoning (including any required specialist studies by the relevant authorities) for the site to the City of Cape Town.

6.2 The table below provide a guideline for the proposed rezoning application of the site.

<b>Existing Property</b>	<b>Existing Zoning</b>	<b>Proposed Zoning</b>
Remainder Erf 81657, Retreat	Community Zone 1	General Residential 2 (including Traffic Impact Assessment)

6.3 The DALRRD, Claimants and its Representatives will be given 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.

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

6.5 The successful service provider(s) will need to deliver the outputs pertaining to the Rezoning Application in accordance with the latest City of Cape Town 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).



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION AND REZONING OF REMAINDER OF ERF 81657, RETREAT, CAPE TOWN**

**7. PROJECT DELIVERABLES**

The successful service provider has to produce and submit:

- 7.1 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.
- 7.2 The project plan should consist of four stages, where Stage 1 will deal with the inception report, Stage 2 dealing with submission of pre-application, Stage 3 submission of application and Stage 4 dealing with the decision of the application.

<b>STAGE 1</b>	<b>INCEPTION</b>
	Methodology, Process Plan, Expected Outputs, Deliverables and milestones.
<b>STAGE 2</b>	<b>PRE-APPLICATION CONSULTATION (with CoCT)</b>
	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 payable and the relevant application forms.
<b>STAGE 3</b>	<b>SUBMISSION OF APPLICATION</b>
	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.
<b>STAGE 4</b>	<b>DECISION OF APPLICATION</b>
	Decision received from CoCT.  Provision for appeal process (if applicable)  Final invoices to be processed after appeal period closed.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION AND REZONING OF REMAINDER OF ERF 81657, RETREAT, CAPE TOWN**

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

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

7.4 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.

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

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

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION AND REZONING OF REMAINDER OF ERF 81657, RETREAT, CAPE TOWN**

- 7.7 The drafting, circulation, and corrections of minutes of any meetings held with the DALRRD within 5 working days of the event.
- 7.8 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)..
- 7.9 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.
- 7.10 The project must be completed within 18 (eighteen months) from date of appointment. Failure to meet all the final deliverables by the indicated deadlines will result in penalties.
- 7.11 Written monthly reports on progress need to be provided.

**8. REPORTING AND MEETINGS**

- 8.1 Project Steering Committee Meetings will be schedule as per the approved bidder project programme.
- 8.2 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.
- 8.3 Reasonable consultation between the Claimants, its Representatives, the DALRRD and the appointed specialists must be provided for in the process.

**9. RESPONSIBILITIES OF THE DEPARTMENT**

- 9.1 DALRRD will cover the agreed upon fee of the service provider.
- 9.2 DALRRD will provide strategic guidance and available documentation and information.
- 9.3 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 DALRRD Team.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION AND REZONING OF REMAINDER OF ERF 81657, RETREAT, CAPE TOWN**

**10. PROJECT OR CONTRACT PERIOD**

10.1 The project period shall begin on date of appointment and end within 18 (eighteen months) from date of appointment.

**11. MANDATORY REQUIREMENTS**

Any bid submission that fails to comply with any of the mandatory requirements listed under this paragraph will automatically be disqualified.

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.

**Compliance with all Tax Clearance requirements:**

11.2 Attach a Valid Tax Clearance Certificate / provide a Compliance Tax Status Pin on the space provided on the SBD 1 form;

11.3 Where sub-contractors are involved, each party to the association must submit separate Tax Clearance and BBBEE certificate requirements as proof;

11.4 The bidder and subcontractors must be registered on the National Treasury Central Supplier Database and attach a report as proof or provide registration number (MAAA)

11.5 Attendance of a Virtual compulsory meeting as specified

11.4 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);
- Engineer – qualification in engineering (civil and transport) and professional registration with ECSA (Engineering Council of South Africa);
- Conveyancer – Conveyancer: a qualification in BProc; LLB and registered with the Council for Licensed Conveyancers.

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

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION AND REZONING OF REMAINDER OF ERF 81657, RETREAT, CAPE TOWN**

11.5 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.

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**Functionality responsiveness criteria applicable to this bid:**

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

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	Weighting Factors:	Scoring												
		<b>25</b>													
<b>Service Provider(s) Experience - projects experience with similar projects as requested in this TOR</b>	<b>Reference letter/ testimonials from client that the Service Provider(s) is servicing or has previously serviced must be attached)</b>														
<table border="1"> <thead> <tr> <th>Projects</th> <th>weight</th> </tr> </thead> <tbody> <tr> <td>0-1</td> <td>1</td> </tr> <tr> <td>1-2</td> <td>2</td> </tr> <tr> <td>3-4</td> <td>3</td> </tr> <tr> <td>5-10</td> <td>4</td> </tr> <tr> <td>10+</td> <td>5</td> </tr> </tbody> </table>	Projects	weight	0-1	1	1-2	2	3-4	3	5-10	4	10+	5	Project Leader and Town & Regional Planner	15	
Projects	weight														
0-1	1														
1-2	2														
3-4	3														
5-10	4														
10+	5														
	Engineer (Civil and Transport)	5													
	Conveyancer	5													
		<b>60</b>													
<b>Capability &amp; Resources</b>	<b>Composition and allocation of roles of the technical team to be utilized in the execution of the project (Attached CVs clearly indicating relevant skill, knowledge, recent and relevant experience)</b>														
Proof of experience must be clearly and distinctly indicated	Project Leader and Town & Regional Planner, Rezoning Application	40													
<table border="1"> <thead> <tr> <th>years</th> <th>weight</th> </tr> </thead> <tbody> <tr> <td>0-1</td> <td>1</td> </tr> <tr> <td>1-2</td> <td>2</td> </tr> <tr> <td>3-4</td> <td>3</td> </tr> <tr> <td>5-10</td> <td>4</td> </tr> <tr> <td>10+</td> <td>5</td> </tr> </tbody> </table>	years	weight	0-1	1	1-2	2	3-4	3	5-10	4	10+	5	Services Report (Civil & Transport)	10	
years	weight														
0-1	1														
1-2	2														
3-4	3														
5-10	4														
10+	5														
	Conveyancing experience (Records of previous projects completed)	10													
		<b>15</b>													
<b>Methodology and project management must include the following variables:</b>	<b>Responsiveness of methodology to the terms of reference in terms of variables:</b>	<b>15</b>													
<table border="1"> <thead> <tr> <th>Variables addressed</th> <th>weight</th> </tr> </thead> <tbody> <tr> <td>1 of 4</td> <td>1</td> </tr> <tr> <td>3 of 4</td> <td>2</td> </tr> <tr> <td>All 4</td> <td>3</td> </tr> <tr> <td>All 4 + contingency</td> <td>4</td> </tr> <tr> <td>All 4 + contingency + Additional</td> <td>5</td> </tr> </tbody> </table>	Variables addressed	weight	1 of 4	1	3 of 4	2	All 4	3	All 4 + contingency	4	All 4 + contingency + Additional	5	<ol style="list-style-type: none"> <li>detailed work breakdown of scope of work</li> <li>structure indicating tasks</li> <li>resources allocated and timeframes</li> <li>detailed cost breakdown</li> </ol>		
Variables addressed	weight														
1 of 4	1														
3 of 4	2														
All 4	3														
All 4 + contingency	4														
All 4 + contingency + Additional	5														
<b>Total score:</b>		<b>100</b>													

Note: Bidders will be required to score 70 points or more for functionality in order for their bid to be evaluated further.

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11.3.2 Values

Weightings will be multiplied by the values below to arrive at the total Functionality score:

Value	Description
1	Unacceptable
2	Poor
3	Acceptable
4	Good
5	Excellent

**12. BID EVALUATION CRITERIA IN TERMS OF POINTS**

12.1 All bidders who have met all the conditions of bidding and legislative requirements as well as achieving a score of 70 or more for functionality will be assessed according to the 80/20 points scoring system:

- Equity (20 points)
- Price (80 points)

12.2 Equity will be evaluated based on the following (out of 20 points)

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6

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7	<b>4</b>
8	<b>2</b>
Non-compliant contributor	<b>0</b>

**13. CONDITIONS**

13.1 In submitting the bid, the bidder therefore accepts all the conditions and specifications contained in the ToR.

**14. INTELLECTUAL PROPERTY**

14.1 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 Department of Agriculture, Land Reform and Rural Development (DALRRD). The copyright of all documentation and ownership of reports etc. will vest with the DALRRD.

14.2 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.

**15. DECLARATION OF CONFIDENTIALITY**

15.1 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 3<sup>rd</sup> party gain. All communication with the media regarding this project (if any) will be conducted through the communication component of the DALRRD.

**16. PENALTIES**

16.1 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, using the current prime rate for each day of delay.



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**17. CONTACT PERSON FOR ENQUIRIES**

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

Directorate: Commission on Restitution of Land Rights  
Department of Rural Development and Land Reform  
14 Long Street, 1<sup>st</sup> floor  
Cape Town, 8000

Contact person: Tommie Bolton/ Andile Nohule

Telephone: 021 409 0300 / 060 965 6028

Email: [Andile.Nohule@dalrrd.gov.za](mailto:Andile.Nohule@dalrrd.gov.za) / [Tommie.Bolton@dalrrd.gov.za](mailto:Tommie.Bolton@dalrrd.gov.za)

**Supply Chain Management Enquiries**

Mr Charles Mamabolo

Senior Supply Chain Practitioner

(021) 409 0526

Email: [Charles.Mamabolo@dalrrd.gov.za](mailto:Charles.Mamabolo@dalrrd.gov.za)



**agriculture, land reform  
& rural development**

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

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE PROPOSED SUBDIVISION AND REZONING OF REMAINDER OF ERF 81657, RETREAT, CAPE TOWN**



## ANNEXURE A Figure 1: Locality Map – Erf 81657, Retreat, Cape Town (the Site)

