

SSC WC Q016 (2020/2021) DALRRD

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE ALLOCATION OF 27 DWELLINGS TO DISTRICT SIX BENEFICIARIES IN THE DISTRICT SIX REDEVELOPMENT PROJECT: PHASE 3, CITY OF CAPE TOWN, WESTERN CAPE PROVINCE.

COMPULSORY BRIEFING SESSION:

DATE: 02 DECEMBER 2020

VENUE: DUE TO THE COVID 19 PANDEMIC, WE OPT TO HAVE THE BRIEFING SESSION THROUGH VIRTUALLY VIA MICROSOFT TEAMS. SUPPLIERS ARE URGED TO INSTALL THE WEB VERSION OF MICROSOFT TEAMS IN ORDER TO PARTICIPATE IN THE BRIEFING. SUPPLIERS WHO WISH TO ATTEND BRIEFING SESSIONS SHOULD EMAIL THEIR MICROSOFT TEAMS' CREDENTIALS TO LINCOLN.MATHEBULA@DALRRD.GOV.ZA. BY END OF BUSINESS DAY, THE 1ST DECEMBER 2020.

TIME OF COMPULSORY BRIEFING SESSION: 11:00 AM

CLOSING DATE:

DATE: 11 DECEMBER 2020

TIME: 11:00 AM

VENUE: BID BOX SITUATED AT NUMBER 14 LONG STREET, CAPE TOWN-SECURITY AREA AT GROUND FLOOR.

IT IS THE PROSPECTIVE BIDDERS 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 ANY DEPARTMENTAL OFFICIALS.

TECHNICAL ENQUIRIES : Mr. Benjamin Mars
TEL : (021) 409 0476
MOBILE : 082 827 6239
EMAIL : benjamin.mars@drdlr.gov.za

BID RELATED ENQUIRIES : Mr. Lincoln Mathebula
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agriculture, land reform & rural development

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

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

BID NUMBER: SSC WC Q16 (2020/2021) DALRRD

CLOSING TIME: 11H00

CLOSING DATE: 11 DECEMBER 2020

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, SBD 1, SBD 2, SBD 3.1, SBD 4, 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

MR S ZWANE

DEPUTY DIRECTOR: SUPPLY CHAIN AND FACILITIES MANAGEMENT SERVICES

MANAGEMENT DATE: 23 NOVEMBER 2020

MAP TO BIDDER BOX (B BOX)

SSC WC Q16 (2020/2021) DALRRD CLOSING DATE: 11 DECEMBER 2020 AT 11:00 AM.

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

IT IS THE PROSPECTIVE BIDDERS 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.

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

THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

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

**Department of Agriculture, Land Reform & Rural Development Acquisition Management
(TENDER BOX)
14 LONG STREET
CAPE TOWN
8000**

THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT IS OPEN 08 HOURS A DAY, 5 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 AM WHICH IS THE CLOSING TIME OF BIDS.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS INSIDE THE BID BOX. NO BID PROPOSAL MUST BE ADDRESSED TO ANY DEPARTMENTAL OFFICIAL.

SUBMIT YOUR BID IN A SEALED ENVELOPE

GOVERNMENT PROCUREMENT

**GENERAL CONDITIONS OF CONTRACT
July 2010**

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

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



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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEPARTMENT OF					
BID NUMBER:	SSC WC Q16 (2020/2021) DALRRD	CLOSING DATE:	11 DECEMBER 2020	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE ALLOCATION OF 27 DWELLINGS TO DISTRICT SIX BENEFICIARIES IN THE DISTRICT SIX REDEVELOPMENT PROJECT: PHASE 3, CITY OF CAPE TOWN, WESTERN CAPE PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
14 LONG STREET					
CAPE TOWN					
GROUND FLOOR					
SECURITY AREA AT GROUND FLOOR					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Lincoln Mathebula		CONTACT PERSON	Mr Benjamin Mars	
TELEPHONE NUMBER	021 409 0523		TELEPHONE NUMBER	(021) 409 0476	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	lincoln.mathebula@drdlr.gov.za		E-MAIL ADDRESS	benjamin.mars@drdlr.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA:
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]					
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					



IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 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:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

Name of bidder.....	Bid number: SSC WC Q16 (2020/2021) DALRRD
Closing Time 11:00	Closing date: 11 DECEMBER 2020

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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The DETAILED PRICING SCHEDULE must be completed IN FULL and the **TOTAL BID Price** must be provided here.

- Required by:
-
- At:
-
- Does the offer comply with the specification(s)? YES/NO
- If not to specification, indicate deviation(s)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- ** “all applicable taxes” includes value- added tax

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER UNDERTAKE THE ALLOCATION OF 27 DWELLINGS TO DISTRICT SIX BENEFICIARIES IN THE DISTRICT SIX REDEVELOPMENT PROJECT: PHASE 3, CITY OF CAPE TOWN, WESTERN CAPE PROVINCE.

NB:

- Bid offer must remain valid for the period of 90 days after the closing date
- Pricing must be fixed for the duration of the project.

PHASES	% PAYABLE	Amount
Detailed project plan	5%	R.....
Approved policy for the allocation of special needs	25%	R.....
Schedule for interviews with the applicants for special needs:(interviews concluded)	20%	R.....
Due diligence report	20%	R.....
Allocation report to the Minister which includes the proposed special needs beneficiaries.	20%	R.....
Retention (after Minister's approval)	10%	R.....
VAT @ 15%		R.....
TOTAL VAT INCLUSIVE	100%	R.....

NOTE: 1. The total Financial Offer (VAT included), **must be carried over to the SBD 3.1.** Failure to carry this over to the above-mentioned respective form **will render the tender non-responsive.**

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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, shareholder², 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.

¹"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.

²"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.

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.

.....

.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
 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?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number



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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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 defines 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 EEnterprise as defines 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_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = 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
- 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	<p>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? (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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	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?	<input type="checkbox"/> Yes	<input type="checkbox"/> 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 bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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

SBD 9

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 consortium³ 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.

³ 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.

SBD 9

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

Js914w 2



DEPARTMENT OF SUPPLIER MAINTENANCE:

Head Office Only

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

BAS PMIS LOGIS WCS
 CONTRACTOR
 CONSULTANT

OFFICE:
The Director General : DEPT OF

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.

Company/ Personal Details	
Registered Name	<input style="width: 100%;" type="text"/>
Trading Name	<input style="width: 100%;" type="text"/>
Tax Number	<input style="width: 100%;" type="text"/>
VAT Number	<input style="width: 100%;" type="text"/>
Title:	<input style="width: 100%;" type="text"/>
Initials:	<input style="width: 100%;" type="text"/>
First Name:	<input style="width: 100%;" type="text"/>
Surname:	<input style="width: 100%;" type="text"/>
Postal and Street Address Detail of the Company/ Individual	
Postal Address	<input style="width: 100%;" type="text"/>
Street Address	<input style="width: 100%;" type="text"/>
Postal Code	<input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" 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)
Department Number	<input style="width: 100%;" type="text"/>
	<input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>

Supplier Account Details

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:

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

Adress of Office where form is submitted from



OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: WESTERN CAPE

1st and 2nd floors, 14 Long Street, Cape Town, 8000 | Private Bag X9163, Cape Town, 8000

Tel: (021) 409 0300 | Fax: (021) 418 0205

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE ALLOCATION OF 27 DWELLINGS TO DISTRICT SIX BENEFICIARIES WHO QUALIFY IN TERMS OF SPECIAL NEEDS IN THE DISTRICT SIX REDEVELOPMENT PROJECT: PHASE 3, CITY OF CAPE TOWN, WESTERN CAPE PROVINCE.

1. INTRODUCTION AND BACKGROUND

- 1.1 Section 9(1) of the Restitution of Land Rights Act, Act No. 22 of 1994 as amended (“the Restitution Act”) empowers the Commission on Restitution of Land Rights (“the Commission”) to appoint a person or organization to perform *ad hoc* functions for the Commission. Payment for the services sought are defrayed from monies appropriated for this purpose, as provided for in Section 9(2) of the Act.
- 1.2 The area known during the Apartheid era as “District Six” had been affected by racial discriminatory laws and practices in the form of Group Areas proclamations for the White Group which resulted in the forced removals of thousands of its inhabitants from the 1960’s until the early 1980”s. Substantial numbers of the so-called “Non-White” families were dislocated from the area and were predominantly resettled on the Cape Flats and surrounds.
- 1.3 Approximately Two thousand Seven Hundred and Sixty (2760) land claims were lodged at the Office of the Regional Land Claims Commissioner (“the Commission”) by the original dispossessed persons and or their descendants in terms of section 2 of the Restitution of Land Rights Act, Act 22 of 1994 as amended (“the Act”), before the cut-off date of 31 December 1998.

STATISTICAL PROFILE OF CLAIMS LODGED BEFORE 31 DECEMBER 1998:

CATEGORIES	NUMBER
1.Total number of claims lodged before 1998 cut off date	2760
2.Financial compensation claims	1449
3.Dismissed claims	101
4.Re-development claims (restoration of land rights)	1201
5.Untraceable claimants	9
6.Claimants who have been allocated dwellings (units) in Pilot Phases 1 and 2	139 (Pilot Phase 1: 24 and Pilot Phase 2: 115)
7.Claimants to be accommodated in Phase 3 Development	108
8.Remainder of claimants for re-development	954

An overwhelmingly majority of the lodgements were subsequently researched in terms of the “Rules of the Commission” and found to be in compliance with the prescripts of the Act. The Act furthermore affords the claimants various restitution options viz financial compensation; restoration of a right in land (where feasible), or alternative State land and the claimants or beneficiaries were then work-shopped for an indication of their preference.

- 1.4 Those claimants or beneficiaries who opted for restoration of rights in land in District Six voluntarily grouped their respective claims together to participate in the redevelopment of District Six on developable land of approximately 40 hectares in extent, situated contiguous to the Central Business District in Cape Town proper. A tripartite agreement was entered into by the City of Cape Town (donor of the land); The Department of Land Affairs (succeeded by the Department of Agriculture, Rural Development and Land Reform through its Commission on Restitution of Land Rights) and the District Six Beneficiary Trust (“the Trust”) setting out the processes and procedures for the implementation of development in the project. A section 42D submission was approved encapsulating the tripartite agreement with a Land Development Plan.
- 1.5 The Trust (representing the beneficiaries at the time) acted as development manager respectively in Pilot Phases 1 and 2 wherein 24 dwellings were completed under Pilot Phase 1 in 2008 and thereafter 115 dwelling and apartment blocks were completed in 2013. These dwellings have already been allocated to the verified beneficiaries.
- 1.6 The Trust withdrew from the re- development process of District Six in 2013. The “District Six Reference Group” which elected with a mandate to represent the interests of the beneficiaries/ claimants in the re- developmental planning of Phase 3.
- 1.7 The Branch Rural Infrastructure Development in the Department of Agriculture, Rural Development and Land Reform, is currently the development manager for District Six Phase 3 which will result in the development of 108 dwellings for the eligible beneficiaries. Construction of these dwellings are in progress and an anticipated date for completion is December 2020.

- 1.8 The Commission after much consultation set principles and criteria for the allocation of the 108 dwellings to the beneficiaries in a process that is transparent; fair and just to all interested parties.
- 1.9. The criteria include primary and secondary criteria for the determination of the allocation of dwellings: viz, that seventy five percent (75%) of the dwellings, will be allocated in accordance with first dates of lodgement and the remainder of twenty-five percent (25%) will be allocated in terms of secondary criteria of Special Needs Cases. These Special Needs Cases will consist of the following categories, viz: Old Age; Infirm Health and Indigence.
- 1.10 The primary criterion will constitute 75% of the dwellings which will be allocated based on date of lodgement and thus 81 dwellings and this process will be under the watch and responsibility of Regional Land Claims Commissioner: Western Cape (RLCC:WC); but the remainder of 25% in terms of secondary criteria will thus constitute **27 dwellings** which will be allocated in terms of Special Needs Cases, and for this purpose a service provider will be appointed.

2. PURPOSE

- 2.1 It is the intention of the Regional Commission on the Restitution of Land Rights: Western Cape (RLCC:WC) to appoint a service provider to facilitate and implement the allocation of Twenty Seven (27) dwellings in accordance with Special Needs Cases in the District Six Re-development Project: Phase 3.

3. PROJECT DESCRIPTION

Project Goal

The goal of this project is to assist the Regional Land Claims Commissioner: Western Cape for the impartial allocation of 27 housing units in accordance with the Special Needs criteria to the beneficiaries in a transparent manner.

- 3.1 The Service Provider is to formulate an **Allocation Plan** for District Six in accordance with the following categories by taking cognisance of the following factors:
 - Date of Lodgement;
 - Old age of persons: Persons who are 80 years old and above;
 - Health infirmities: Persons who suffer from permanent debilitating illnesses and who are on chronic medication as prescribed by a qualified and registered medical practitioner and;
 - Indigence: Persons who are living beyond/under the poverty line, without fixed assets, savings and investments and who will pass the “means test” as designed by the Legal Aid Board of South Africa.

- 3.2 In the case of 25% Special Needs or the **27 dwellings** set aside for this purpose, the Service Provider will in collaboration with the Department and Commission allocate housing on the **ratio** as follows:
- : Old Age – 50 % or at the most 14 dwellings;
 - : Health Infirmities – 30 % or at the most 8 dwellings; and
 - : Indigence – 20% or at the most 5 dwellings.
- 3.3. Row housing should be allocated to those claimants who qualify in terms of old age and health infirmaries.
- 3.4. The Service Provider will await the transfer of applications for Special Needs Cases which are to be lodged at the Office of the Regional Land Claims Commissioner: Western Cape, and the Service Provider shall duly record such applications by opening a Spread Sheet with the applicable profiles of the applicants.
- 3.5. The Service Provider shall then open a **Register of Applicants**, copies of which shall be made available to the Commission and the District Six Reference Group.
- 3.6. The Service Provider shall be expected to screen all applications for compliance against a Checklist for a portfolio of evidence which will be supplied by the Office of the Regional Land Claims Commissioner.
- 3.7. All Applications submitted in terms of Special Needs Cases to the Service Provider by the Commission must furthermore be subjected to due diligence investigations by the Service Provider regarding the veracity or authenticity of the portfolio of evidence, which are required to be supplied by the Applicant.

4 EXPERIENCE AND QUALIFICATIONS

- 4.1 The Service Provider must frame an **OPERATIONAL PROCEDURE**, with the necessary controls and measures in order to safeguard and promote the integrity of the allocation process.
- 4.2 The Service Provider will have suitable experience, qualifications and expertise in areas of:
- 4.2.1 Auditing: The service provider is expected to audit all information and the authenticity of such information submitted by the applicants;
- 4.2.2 Allocation of housing and conducting interviews of applicants: Where the service provider must have previous experience in the allocation of housing and the interviewing of applicants in terms of Special Needs; and

- 4.2.3 Performing due diligence investigations: The Service Provider is expected to have the available capacity to perform due diligence investigations and authentication on the applications submitted in terms of the Special Needs.

5. OBLIGATIONS AND REPORTING

- 5.1 On completion of the project, the Service Provider shall compile an “**Allocation Report**” to be submitted to the Commission within 7 days after the project completion date.
- 5.2 The Service Provider is requested to make him/herself/itself available at least three (3) times during the project. **Firstly**, a compulsory briefing session with staff members nominated by the Commission and the Allocation Panel comprising of representatives of old order claimants at the Office of the Commission, **secondly**, to provide a status update midway through the Project, **and thirdly** a close out presentation where after the final Allocation Report shall be handed over to the Commission and the Allocation Panel. The Minister of Agriculture, Land Reform and Rural Development shall approve the list of those applicants qualifying in terms of special needs.
- 5.3 The Service Provider shall be able (when necessary) to avail **him/herself/itself to defend the integrity of the Allocation Report to the Minister of Agriculture, Land Reform and Rural Development and Land Reform or any entity appointed by the Minister to oversee the allocation of dwellings in Phase 3** and, if required, to a Court of law when requested to do so.
- 5.4 The Service Provider is expected to include in the proposal, a **Project Implementation Plan** which will provide for a budget, costing of activities, milestones with deliverables.

6. PROJECT TIME FRAMES

- 6.1 The period for the completion of the project will not exceed **fifty (50) calendar days** from date of commencement until date of completion. A time sheet must be included in the **Project Implementation Plan** detailing the activities and milestones within the specified period.
- 6.2 The Service Provider shall contact the office of the Regional Land Claims Commissioner: Western Cape should there be any further enquiries or a need to clarify certain issues.
- 6.3 It is recorded that the standard terms of contract in accordance with the SCM policy of the Department will apply. Where there is unsatisfactory performance by the Service Provider, and after following the above route and the Service Provider still remains in default despite a final written warning, the department may take action in terms of paragraph 45 of ST36.

7. PROJECT FEES

- 7.1 The Service Provider may not charge more for audit specialists than the rate set by the Office of the Auditor -General as published in circular 1 of 2020.
- 7.2 Prices must be firm for the duration of the project.

8. SERVICE PROVIDER'S INTEGRITY

- 8.1 The Service Provider must be in a position to defend the findings of the Allocation Report in court should it be necessary.
- 8.2 The **Allocation Report** is a **confidential product** of the Regional Land Claims Commissioner: Western Cape and at no stage should it be disclosed to any other party except the designated officers and the Allocation Panel constituted to oversee the allocation process in District Six Redevelopment: Phase 3 in the Office of the Regional Land Claims Commissioner: Western Cape.
- 8.3 The personnel allocated to this project at the time of submission will be required to be part of the team executing the services and should they be not available they must be replaced by a person of similar experience upon the commission's approval.

9. INFORMATION SUPPLIED BY THE RLCC: WESTERN CAPE

The following information shall be provided to the Service Provider:

- 9.1 A "Verified List of claimants/ beneficiaries" who are entitled to restoration of rights in land as prescribed in terms of section 2 of the Restitution of Land Rights Act, Act 22 of 1994 as amended.
- 9.2 "Applications" of claimants/ beneficiaries who wish to be allocated dwellings under Special Needs Cases and made submissions thereto;
- 9.3 A 'Checklist" setting out the Full description of the property to be valued, The names and contact details of the current owner/s of the property.

9. DELIVERABLES

- Detailed project plan: **5%** of the contract value
- Approved policy for the allocation of special needs: **25%**
- Schedule for interviews with the applicants for special needs: **20%** (interviews concluded)
- Due diligence report :**20%**
- Allocation report to the Minister which includes the proposed special needs beneficiaries. **20%**

10. PAYMENT

- 10.1. The Department undertakes to pay the Contractor within 30 days (thirty days) for work done to its satisfaction, upon the presentation of invoice which will be signed off by the Project Manager.
- 10.2. Invoices submitted for payment should bear the Order number and should be submitted to the Regional Land Claims Commissioner: Western Cape.
- 10.2. Only invoices certified by the Regional Land Claims Commissioner: Western Cape, certifying that services were rendered to their satisfaction will be accepted for payment purposes.
- 10.3. **10% of the contract value** will be held in retention until the Minister has approved the allocation report.

Payment shall be made in terms of deliverables, subject to the submission of detailed invoices as verified by the project manager.

Invoices must be sent to: Physical Address:
Invoices.WC@drdlr.gov.za
14 Long Street,
Cape Town,
8000, 3rd floor,
Room 312

11. SUBMISSION OF PROPOSAL (QUOTATION)

The Service Provider is required to submit the full proposal with costing, **noting the brief outlined in item 3 activities as outlined under clause 4** (obligations and reporting), with all relevant annexures to the following address, within specified period:

12. PRE-QUALIFICATION CRITERIA

Only Bidders registered as B-BBEE Status level **1 to 4** contributors will be considered for this bid, as per the Preferential Procurement Regulations 2017. Bidders that do not meet these pre-qualification criteria will be disqualified from further evaluation.

Bidders are required to submit proof of B-BBEE Status Level of contributor or a sworn affidavit in terms of the codes of good practice.

AOs / AAs (Accounting Officer / Accounting Authority) must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

For tenderers other than EMEs (Exempted Micro Enterprises)

(i) Verification agencies accredited by SANAS; or

For tenderers who qualify as EMEs

(i) Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

With the exception of EMEs and QSEs who are required to submit sworn affidavit in terms of Codes of good practice. Institutions must acquaint themselves with proof of B-BBEE as may be issued by the Department of Trade and Industry (DTI) from time to time.

13 MANDATORY REQUIREMENTS

NB: Failure to submit/attach the following requirements with the proposal will disqualify the bidder's proposal.

All required certification in this bid must be certified and not be older than 3 months certification.

- a. The service provider must have a resource who holds a National Diploma/Degree related to the project in any of the following fields; Project Management, Audit, legal, Accounting, Public Management/Administration.
- b. Attach a resolution letter authorizing a particular person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bid.
- c. Only duly authorised signatories must sign the original and all copies of the bid offer where required:
 - i. In the case of a ONE-PERSON CONCERN submitting a bid, this shall be clearly stated on the company letter head.
 - ii. In case of a COMPANY submitting a bid, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.

- iii. In the case of a CLOSED CORPORATION submitting a bid, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.
 - iv. In the case of a PARTNERSHIP submitting a bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorization shall be included in the Tender.
 - v. In the case of a JOINT VENTURE submitting a tender, must include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.
- d. **Compliance with all Tax Clearance requirements:**
- i. Attach a Valid Tax Clearance Certificate / provide a Compliance Tax Status Pin on the space provided on the SBD 1 form;
 - ii. Where consortium / joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements as proof;
 - e. The bidder must be registered on the National Treasury Central Supplier Database and attach a report as proof or provide registration number (MAAA) in the space provided on SBD 1 form.
 - f. If the bidder sub-contracts, the sub-contractor(s) must be registered on the National Treasury Central Supplier Database and the bidder must provide a CSD report as proof thereof or letter containing the registration number (MAAA).
 - g. The pricing schedule, SBD 3.1, must be completed in full. No replication of this document will be accepted. No pricing schedule other than SBD 3.1 will be accepted.

Failure to complete the attached SBD 3.1 (pricing schedule) on its original form will lead to disqualification.

14 EVALUATION CRITERIA

- a. Bid proposals that meet all the requirements of these Terms of Reference, will be evaluated in accordance with the PPR2017, being regulations formulated under the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- b. Bid proposals will be evaluated in three phases. Phase One be Pre-qualification and Mandatory requirements and Mandatory requirements are specified in paragraph 13 above. Phase two will be an evaluation of functionality. Phase three will be an evaluation based on the 80/20 preference points system.

Failure to meet the requirements and submission of the required documents with the proposal will automatically disqualify the bidder's proposal.

- **Phase 2: Functionality requirements = 100**

The evaluation of the functionality will be evaluated by individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values. The applicable values that will be utilized when scoring each criterion will range as follows: **1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent**

CRITERIA	WEIGHT
Methodology (draft the project plan): An Operational Procedure must be created; interview process; due diligence process; report to the minister	30
Deliverables as per the brief (Terms of Reference)	25
Adherence to the time frame (detail breakdown of resources for the duration of the project)	25
Capacity skills experience specialisation	20
TOTAL	100

Bid proposals must score at least 60 out of 100 in respect of functionality in order to qualify for advancement to phase 3 evaluation. A proposal that scores less than 60 out of 100 will be regarded as submitting a non-responsive proposal/bid and will be disqualified.

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Methodology (draft the project plan: create an Operational Procedure; interview process; due diligence process; report to the minister)	No methodology provided	Information covering only the portion of requested deliverables.	All deliverables are included in the methodology	All deliverables are included in the methodology, Flexibility plan which includes different scenarios	All deliverables are included in the methodology, Flexibility plan which includes different scenarios Contingency plan to address potential risks.
Deliverables as per the brief (Terms of Reference)	Inadequate details provided for deliverables	Information covering only the portion of requested deliverables.	Deliverables are clearly/explicitly defined	Deliverables are clearly/explicitly defined including costing	Deliverables are clearly/explicitly defined including costing and hours/time frame
Adherence to the time frame (detail breakdown of resources for the duration of the project)	No plan provided	Summarized plan provided with no detail breakdown	Detailed plan with breakdown of resources for the duration of the project	Detailed plan with breakdown of resources for the duration of the project including the CV's.	Detailed plan with breakdown of resources for the duration of the project including the CV's and experience in similar projects.

Capacity experience specialisation (proof company personnel)	skills provided and or	No experience	Less than 3 projects of similar nature	3 projects of similar nature	4-5 projects of similar nature	6 and more projects of similar nature
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Phase 3: 80/20 principle will be applied in terms of the new Preferential Procurement Regulations 2017, pertaining to the PPPFA Act no 5 of 2000:

During this phase, bidders will be further evaluated based on 80 points for price and 20 points for attaining the B-BBEE Status Level of Contributor in accordance with the table below:

<u>B-BBEE Status Level of Contributor</u>	<u>Number of Points</u>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

In order to claim the B-BBEE Status Level of Contributor points, bidders must submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof, issued by accredited Verification Agency/s by SANAS or Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids to substantiate their B-BBEE rating claims. The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act.

Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding

process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.

The Department of Agriculture; Land Reform and Rural Development is an equal opportunity, affirmative action employer. It shows the same commitment to those who wish to provide services to the Department via the procurement process.

The Department reserves the right not to award the contract, or award the contract as a whole to one service provider, or to various service providers

12 BID CONDITIONS

- 12.1 Apart from any Special Conditions stipulated in this bid, the General Conditions of Contract (GCC) shall also apply;
- 12.2 Bidders **must** familiarize themselves with the general Conditions of Contract (GCC) prior to submitting bid proposals.

13 TERMS AND CONDITIONS

- a. General Contract Conditions (GCC);
- b. Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity;
- c. Authority of Signatory
- d. SBD1: Invitation to Bid;
- e. SBD 2: Tax Clearance requirements
- f. SBD 3.1: Pricing Schedule - Firm Prices (Purchase);
- g. SBD 4: Declaration of Interest;
- h. SBD 6.1: Preference Points Claim Form
- i. SBD 8
- j. SBD 9
- k. Central Supplier Database

14 The Department Agriculture, Land Reform and Rural Development shall:

- 14.1 Conduct business in a courteous and professional manner with the Service Provider.
- 14.2 Not accept responsibility/liable of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.

14.3 Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.

The DALRRD and Service Provider will enter into a Service Level Agreement upon appointment of the suitable Service Provider. This specification will also form part of the service level agreement.

15 PUBLICATION OF BID DOCUMENT.

ADVERT PERIOD: 21 Days

PUBLICATION DATE: **20 November 2020** on GOVERNMENT TENDER BULLETIN, and (DRDLR) DEPARTMENTAL WEBSITE (Current Tenders)

CLOSING DATE AND TIME: **11 DECEMBER 2020 AT 11:00 AM.**

DOCUMENTS MUST BE DELIVERED AT BID BOX SITUATED AT NUMBER 14 LONG STREET, CAPE TOWN-SECURITY AREA AT GROUND FLOOR; COURIER DELIVERIES MUST BE GIVEN INSTRUCTIONS TO DROP INSIDE BID BOX AS NO WAYBILLS WILL BE SIGNED BY OFFICIALS.

16 OBTAINABILITY OF BID DOCUMENT

Bid document will be available upon request through email from lincoln.mathebula@dalrrd.gov.za and published on the Departmental website under current tenders.

17 CONTACT PERSONS

TECHNICAL ENQUIRIES	: Mr. Benjamin Mars
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