SSC WC11 (2026/2027) DLRRD

DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE SUBDIVISION AND REZONING OF ERF 10793, CONSTANTIA, WITHIN CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY, WESTERN CAPE.

CLOSING DATE:

DATE 08 December 2026

TIME: 11:00 AM

VENUE: ***BID BOX SITUATED AT NUMBER FORESHORE ABSA BUILDING, 2ND RIEBEEK STREET, CAPE TOWN, SECURITY AREA AT GROUND FLOOR.***

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

TECHNICAL ENQUIRIES: Attention: Mr. Bongani Dywili
Telephone: 0835789061
Email: bongani.dywili@dalrrd.gov.za

BID RELATED ENQUIRIES: Ms Mpho Mudau
TEL :021 409 0551
E-MAIL : mpho.mudau@dlrrd.gov.za

land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

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

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

BID NUMBER: SSC WC 11 **CLOSING TIME**: 11H00

CLOSING DATE: 08 December 2026

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

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

2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 3.1, SBD4, SBD 6.1, SBD 5, 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

Mr. SICELO ZWANE
DEPUTY DIRECTOR: SUPPLY CHAIN MANAGEMENT SERVICES
DATE:

MAP TO BIDDER BOX (B BOX)

SSC WC 11 (2026/2027) DLRRD CLOSING DATE: 08 December 2026 AT 11:00 AM.

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

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

THE SBD FORMS MUST BE SIGNED IN THE ORIGINAL AND WITH

BLACK INK SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT

RETYPE.

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

(Department of Land Reform and Rural Development)

Demand and Acquisition Management
(BIDS)
GROUND FLOOR (SECURITY AREA)
Foreshore Absa Building,
2nd Riebeek Street,
CAPE TOWN
8000

THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF LAND REFORM AND 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

SUBMIT YOUR BID IN A SEALED ENVELOPE

Annexure

A GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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

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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.

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.

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 o supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is a 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 purc the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of th conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled supplier.

22. Penalties 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to p the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the con contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed serv interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also co contract pursuant to GCC Clause 23.

23. Termination for default

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

o an be perused on the National Treasury website.
p
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.

28. Limitation of liability

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

(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.

29.1 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.

3 n 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.

4.3 If a bidder(s) or contractor(s), has / have been

land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT.					
BID NUMBER:	SSC WC 11 (2026/2027) DLRRD	CLOSING DATE:	08 December 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	**THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE SUBDIVISION AND REZONING OF ERF 10793 (PORTION OF ERF 1588), CONSTANTIA, WITHIN CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY, WESTERN CAPE.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
FORESHORE ABSA BUILDING, 2ND RIEBEEK STREET,					
CAPE TOWN					
GROUND FLOOR					
SECURITY AREA AT GROUND FLOOR					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms Mpho Mudau**	CONTACT PERSON	**Mr Bongani Dywili**
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	mpho.mudau@dlrrd.gov.za	E-MAIL ADDRESS	bongani.dywili@dalrrd.gov.za

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

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

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:

……..

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.

land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

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: . . . . . .

SAMPLE

land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

[SBD 3.3]

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S)TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE SUBDIVISION AND REZONING OF ERF 10793 CONSTANTIA, WITHIN CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY, WESTERN CAPE.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER……
BID NO.: SSC WC 11 (2026/2027) DLRRD
CLOSING DATE: 08 December 2026 CLOSING TIME: 11H00

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

1. Bidders must complete this SBD 3.3 form in full (Pricing Schedule).
2. **Prices must be firm for the full period of the contract.** Any adjustments to the bid prices that include consumer price index, rate of exchange, etc. will not be considered, as these adjustments **must be factored in the bid prices.**
3. Bidders are required to indicate total cost for the project.

   Total Bid Price (INCLUSIVE OF VAT) R----------

PROJECT PHASES	OUTPUT	COST PER PHASE	TIMEFRAME	TOTAL COST PRICE
Phase 1: Inception Report	A report outlining the project understanding, methodology, work plan and a risk plan approved by the Department	**10%**	**1 month**	R……
Phase 2: Preparation and Submission of Land Development Applications	Completed subdivision and rezoning application documents, including subdivision layout plans, zoning plans, Site	**40%**	**2 months**	R……

	Development Plan, planning motivation reports and all required supporting documentation and specialist studies. Evidence of submission and acknowledgement of receipt of the subdivision and rezoning applications by the City of Cape Town.			
Phase 3: Public Participation	Advertisements, including applicant response to any objections and/or comments received. Technical assessment by relevant authority (CoCT) requirements, including amendments / revisions by applicant if required.	**30%**	**7 months**	R……
Phase 4: Application Approval and Handover	Copies of the municipal decisions, approved subdivision and zoning plans, approval conditions and associated documentation.	**15%**	**2 months**	R……
RETENTION		**5%**	**Upon final acceptance**	R……
TOTAL COST EXCLUDING VAT		**R……**		
VAT 15%		**R……**		
TOTAL COST INCLUDING VAT FOR A PERIOD OF 15 MONTHS		**R……**		

NB: Bidders must provide costing for each individual job as per the table in paragraph 8.1.1. Prices quoted shall NOT be conditional to securing other bids, i.e. no discounted contract price for the award of all the bids will be accepted. Bidders must provide SEPARATE prices for each bid. Total Cost must include all hidden costs

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

……

6. Estimated man-days for completion of project

……

7. Are the rates quoted firm for the full period of contract?

……

8. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

……

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
FORESHORE ABSA BUILDING,
2ND RIEBEEK STREET,
CAPE TOWN
8000

Technical Related enquiries

Attention:	Mr. Bongani Dywili
Telephone:	0835789061
Email:	bongani.dywili@dalrrd.gov.za

Bid Related enquiries

Supply Chain Related enquiries: **Ms Mpho Mudau**
Telephone Number : 021 409 0551
E-mail: Mpho.Mudau@dlrrd.gov.za

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise,

employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

……

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

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure.

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

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

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

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

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported

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

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 20XX or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……

Signature Date

…… ……

Position Name of bidder

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;

c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number …….. Closing date:……

Name of bidder……

Postal address ……

……

Signature…….. Name (in print)……..

Date……

Js475wc

SBD 6.1

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

COMPETETIVE BID PROCESS (ABOVE R 1 MILLION UP TO R 50M)

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

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

---

1. GENERAL CONDITIONS

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

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:

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

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

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

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered because of that person's conduct.

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

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

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

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……
DATE: ……

ADDRESS: ……

……

……

……

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE A LAND DEVELOPMENT APPLICATION FOR THE SUBDIVISION AND REZONING OF ERF 10793, CONSTANTIA, WITHIN CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY, WESTERN CAPE

1. INTRODUCTION

1.1 The Department of The Department of Land Reform and Rural Development (DLRRD), through the Office of the Regional Land Claims Commissioner: Western Cape, seeks to appoint a suitably qualified and experienced professional firm or consortium of professionals to undertake and facilitate the necessary land development application processes for the proposed subdivision and rezoning of Erf 10793 situated in Constantia, within the City of Cape Town Metropolitan Municipality, Western Cape.

1.2 The proposed development entails the subdivision of Erf 10793 Constantia into two (2) portions measuring approximately ±900 m² and ±550 m², respectively. The scope of work will include the preparation, submission and facilitation of the relevant simultaneous land development application, together with the facilitation and undertaking of any specialist studies that may be required by the relevant authorities to support the application.

1.3 The appointed service provider will also be required to investigate the adequacy and suitability of the existing access from Montley Road for the proposed subdivision and intended residential development. Should the existing access be not suitable or does not provide sufficient legal access to both subdivided portions, the consultant should investigate and recommend an appropriate alternative, in consultation with the City of Cape Town.

1.4 The appointed service provider will be responsible for providing the necessary professional and technical expertise to ensure that the proposed subdivision, rezoning and access to the property comply with applicable legislation, municipal planning policies, land use management schemes and other relevant statutory requirements.

2. BACKGROUND

2.1 Erf 10793 Constantia was released to the Department of Land Reform and Rural Development (DLRRD) for restitution purposes. The property is currently registered in

the name of the Republic of South Africa under Deed of Transfer No. T2598/1996 and is required to be subdivided and rezoned to facilitate the implementation of the restitution beneficiary entitlements.

2.2 The property was released for allocation to two (2) restitution beneficiary families. Each family will receive a portion of the property as part of their respective restitution beneficiary entitlements. The total extent of the property is approximately 1 594 m², of which approximately 900 m² will be allocated to the one family and 550 m² to the other family.

2.3 The property is currently zoned Single Residential 1 (SR1). However, both restitution beneficiary families have indicated their intention to utilise their respective portions for higher-density residential development. The current zoning does not provide for the intended development rights. Consequently, the rezoning of the property to an appropriate residential zoning category, as determined through the land development application process and in consultation with the City of Cape Town, is required to facilitate the intended development.

3. PROPERTY DESCRIPTION

3.1 The property is described as Erf 10793 Constantia, Cape Town, within the City of Cape Town Metropolitan Municipality, Western Cape.

3.2 The property is located within the City of Cape Town's urban edge. The surrounding land uses include Single Residential, General Residential, General Business, Open Space and Community zoned properties. The surrounding land provides context for assessing the appropriate future development rights and residential density for the site. The site has potential access from either Montley Road or via the public open space forming part of the Remainder of Erf 1588, from Student Way.

3.3 In terms of the City of Cape Town Municipal Planning By-law, 2015, as amended the property is currently zoned Single Residential 1 (SR1). Single Residential 1 zoning primarily provides for single-family dwelling houses within low- to medium-density residential neighbourhoods. The zoning also makes provision for certain additional use

rights and consent uses, subject to the applicable conditions and requirements of the Municipal Planning By-law.

4. PROPOSED DEVELOPMENT CONCEPT

4.1 In developing the proposed land development application, the service provider must investigate and consider appropriate development proposals for the site, including the feasibility of higher-density residential development. The proposed options must take into consideration the spatial planning policy context, applicable municipal planning requirements, infrastructure capacity and any written inputs or guidance provided by the DLRRD and the guidance from the City of Cape Town.

4.2 The spatial planning policies provide the planning context to support the assessment of the proposed development. The proposed development and land development applications must adhere to the following development requirements:

(a) Be aligned with the applicable development principles, spatial planning policies and guidelines contained in the City of Cape Town's Spatial Development Framework, Southern District Plan and any subsequent amendments or replacement plans, where applicable.
(b) Comply with the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013), the City of Cape Town Municipal Planning By-law, 2015, as amended, and all other applicable legislation and municipal requirements.
(c) Take into consideration the surrounding land uses, the existing spatial character of the area and the intended residential development of the two restitution beneficiary portions.
(d) Establish the appropriate residential zoning category and associated development rights required to facilitate the intended development.
(e) Investigate the availability and capacity of existing municipal engineering services and identify any infrastructure requirements associated with the proposed development.
(f) Investigate and recommend the most appropriate access arrangement for the two proposed portions, including any associated servitudes, road access or other statutory processes that may be required.

(g) Incorporate any specialist studies, technical assessments and supporting documentation required by the relevant authorities to support the land development applications.

5. SCOPE OF WORK

5.1 The appointed service provider will be required to undertake and facilitate all necessary professional and technical work associated with the preparation, submission and processing of the land development application for the proposed subdivision and rezoning of Erf 10793 Constantia, into two (2) separate portions for allocation to the respective restitution beneficiary families.

The scope of work will include, but will not be limited to, the following tasks:

5.1.1 INCEPTION AND PROJECT ASSESSMENT

a) Conduct an inception meeting with the DLRRD to obtain an understanding of the project objectives, requirements and expectations.
b) Undertake a site inspection to assess the property's physical characteristics, existing land uses, surrounding development, access arrangements and any other factors that may influence the proposed subdivision and rezoning.
c) Review the relevant property documentation, including the title deed, cadastral information, survey diagrams, existing zoning rights, applicable restrictions and any other relevant land ownership documentation.
d) Review the applicable spatial planning policies, municipal planning instruments, land use management schemes and legislative requirements relevant to the proposed development.
e) Identify the statutory processes, application requirements, supporting documentation and specialist studies necessary to facilitate the proposed subdivision and rezoning.
f) Engage and consult with the relevant officials within the City of Cape Town to establish the applicable application requirements and obtain preliminary guidance on the proposed subdivision, rezoning and access arrangements.

5.1.2 PREPARATION AND SUBMISSION OF LAND DEVELOPMENT APPLICATIONS

a) Assess the feasibility of subdividing the property into two (2) portions measuring approximately 900 m² and 550 m², respectively and or into equal portions.
b) Assess and recommend the appropriate residential zoning category and associated development rights to accommodate the intended development by the restitution beneficiary families.
c) Prepare the proposed subdivision layout, zoning plans, land use planning motivation reports and all other supporting technical documentation required for the applications.
d) Undertake and coordinate the specialist studies, Site Development Plan, and technical assessments required by the relevant authorities
e) Engage and consult with the relevant City of Cape Town departments to confirm application requirements and obtain the necessary preliminary guidance.
f) Prepare and submit the subdivision and rezoning applications to the City of Cape Town in accordance with the applicable municipal planning legislation and requirements.

5.1.3 APPLICATION APPROVAL AND HANDOVER

a) Manage and facilitate the submitted applications throughout the municipal assessment and decision-making processes, including responding to requests for additional information, comments and objections, where applicable.
b) Attend meetings and undertake the necessary engagements with the City of Cape Town and other relevant stakeholders to facilitate the processing and approval of the applications.
c) Provide regular progress updates to the DLRRD on the status of the applications and any matters requiring the Department's attention.
d) Facilitate the process towards obtaining the necessary municipal approvals for the proposed subdivision and rezoning.
e) Submit all approved plans, municipal decision notices, approval conditions and relevant supporting documentation to the DLRRD.
f) Advise the DLRRD on any conditions of approval and subsequent statutory processes required to give effect to the approved subdivision and rezoning.

6. EXPECTED DELIVERABLES

6.1 It is expected that the project will be completed within 12 Months, effective from the date of appointment. The project must adhere to specific milestones, with corresponding deliverables submitted within the agreed timeframes.

Table 1: Project Phases

PROJECT PHASE	DELIVERABLE	SUBMISSION OUTPUT	TIMEFRAME
Phase 1: Inception Report	- Project approach, methodology, work plan and identified requirements.	A report outlining the project understanding, methodology, work plan and a risk plan	1 month
Phase 2: Preparation and Submission of Land Development Applications	- Land Development Application Package - Proof of Application Submission	Completed subdivision and rezoning application documents, including subdivision layout plans, zoning plans, Site Development Plan, planning motivation reports and all required supporting documentation and specialist studies. Evidence of submission and acknowledgement of receipt of the subdivision and rezoning applications by the City of Cape Town.	2 months

PROJECT PHASE	DELIVERABLE	SUBMISSION OUTPUT	TIMEFRAME
Phase 3: Public Participation	- Advertises - Response to Objections (If any) - Attending hearings (If Any)	This phase will include Public participation, advertising (once application considered complete), including applicant response to any objections and/or comments received. Technical assessment by relevant authority (CoCT) requirements, including amendments / revisions by applicant if required.	7 months
Phase 4: Application Approval and Handover	- Municipal Approval Documentation	Copies of the municipal decisions, approved subdivision and zoning plans, approval conditions and associated documentation.	2 months

6.2 The DLRRD, restitution claimants and their appointed representatives must be afforded a reasonable opportunity to review and provide written comments on the application motivation report and any specialist studies or technical reports before formal submission to the City of Cape Town. The service provider must incorporate the relevant comments, where appropriate, into the final reports and applications.

6.3 The Service Provider will be responsible for liaising with the Restitution Office to obtain confirmation of the proposed residential density and development requirements of the restitution beneficiary families. This information must inform the preparation of the

relevant technical assessments and specialist studies, including traffic impact assessments, where required.

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

6.5 All deliverables and land development application documentation must comply with the latest applicable City of Cape Town Development Application Management System (DAMS) requirements and prescribed submission procedures.

6.6 **Project Management**:

The service provider will be responsible for the overall coordination and management of the project, including:

(a) Monitoring and following up on the progress of the land development applications with the City of Cape Town.

(b) Coordinating and managing responses to objections, comments and representations received from interested and affected parties during the application process.

(c) Coordinating the preparation and submission of responses to municipal comments and requests for additional information.

(d) Managing and coordinating any additional statutory authorisations, specialist studies and technical assessments required by the relevant authorities.

(e) Providing regular progress reports to the DLRRD on the status of the assignment, challenges encountered and outstanding matters requiring attention.

(f) Ensuring that all project activities and deliverables are completed within the agreed project phases and appointment period.

6.7 The successful service provider(s) will need to deliver:

- A schedule of payment indicating tasks and deliverables as per project plan.
- The documents and tasks as set out in the Scope of Work above.
- The drafting, circulation, and corrections of minutes of any meetings held with the DLRRD within 5 working days of the event.

- The service provider(s) must provide DLRRD with one hard copy, and two electronic copies (one in Microsoft Word and one in Adobe PDF) of the final document, including the specialist studies. Provide GIS data (in ArcGIS) and shape files including the combined layering of the findings of the specialist reports on a site layout plan (in Autocad format).
- The successful service provider should prepare all documentation in a format which is compatible with MS Office, ArcGIS and Autocad (dwg) for Windows Operating Systems.
- The project must be completed within the period of 12 months from the date of appointment. Failure to meet all the final deliverables by the indicated deadlines will result in penalties.
- Written monthly reports on progress need to be provided.

7. REPORTING AND MEETINGS

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

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

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

8. RESPONSIBILITIES OF THE DEPARTMENT

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

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

8.3 The staff of the DLRRD will make themselves available for the various agreed meetings and will review and make comments on all draft documents as per the agreed schedules.

A minimum of 10 working days should be provided for professional review by the Core Team.

9. PROJECT OR CONTRACT PERIOD

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

10. MANDATORY REQUIREMENTS

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

10.1 An original and valid tax clearance certificate issued by the South African Revenue Services **(SARS)** must be submitted with the proposal. In bids where the Consortia/Joint Venture/Sub-contractors are involved, each party must submit a separate and original valid tax clearance certificate.

10.2 Service provider must be registered on the National Treasury Central Supplier Database and proof thereof must be furnished (supplier number and unique registration number).

10.3 Project leader must have a minimum NQF 7 /Bachelor's Degree formal qualification in Town/City/Urban/Regional Planning.

10.4 The project leader must be registered with the statutory body (SACPLAN) as a Professional Planner (attach a valid copy of certificate indicating validity period or attach a letter of good standing), letter must be valid on or before the closing date of bid.

10.5 **Failure to submit or attach proof of the following professional registration or memberships with the proposal will result in automatic disqualification of the bidder's submission:**

10.5.1 Valid registration with the South African Council for Planners **(SACPLAN)** – applicable to Town and Regional Planners as a Professional.

10.5.2 Valid professional registration with the Engineering Council of South Africa **(ECSA)** as a Professional Engineer (Pr Eng) or Professional Engineering Technologist (Pr Tech Eng), applicable for Civill and Transport Engineer

10.5.3 Valid registration with the Environmental Assessment Practitioners Association of South Africa **(EAPASA)** as a Registered Environmental Assessment Practitioner **(EAP),** where applicable to the proposed environmental assessment services.

10.5.4 Valid professional registration with the South African Geomatics Council **(SAGC)** as a Professional Land Surveyor.

10.5.5 Proof of Proof of professional registration with South African Council for the Architectural Profession **(SACAP)** or membership with a relevant recognised professional body.

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

10.7 The SBD 4 form must be completed.

10.8 Attendance of the compulsory briefing session as stipulated. Non-attendance will lead to the bid being automatically disqualified.

10.9 It is a requirement that the service provider has an office in the Western Cape. The bidder must attach physical office address evidence such as a Municipal utility bill or office lease agreement or rental contract.

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

Table 2:Project Team

REQUIRED PROFESSIONAL TEAM	MINIMUM ACADEMIC QUALIFICATION AND PROFESSIONAL REGISTRATION
1. Registered Town and Regional Planner/Registered Professional Planner	Degree in Town and Regional Planning or an equivalent SACPLAN-accredited qualification. Must be professionally registered with the South African Council for Planners (SACPLAN) in an appropriate professional category
2. Civil and Transport Engineer	Degree in Civil Engineering or Transportation Engineering. Must be professionally registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer (Pr Eng) or Professional Engineering Technologist (Pr Tech Eng), in an appropriate category.
3. Heritage Practitioner (Built Environment)	Recognised degree or postgraduate qualification in Heritage Studies, Architectural History, Architecture, Conservation of the Built Environment or an equivalent relevant discipline. Professional registration with South African Council for the Architectural Profession

	(SACAP) membership with a relevant recognized professional body.
4. Environmental Specialist / Environmental Assessment Practitioner	Recognised degree in Environmental Management, Environmental Science or an equivalent environmental-related qualification. Registration with the Environmental Assessment Practitioners Association of South Africa (EAPASA).
5. Land Surveyor	Degree or qualification in Land Surveying and registration with the South African Geomatics Council (SAGC).

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

11.1 **Responsiveness criteria applicable to this bid:**

i) Bidders must provide a track record of relevant expertise and experience with regards to the project.

ii) Bidders must submit the CVs, certified copies of academic qualifications and proof of professional registration, where applicable, for all proposed team members. The CVs must clearly demonstrate the relevant experience and responsibilities of each practitioner.

iii) Detailed breakdown of budgets and cash flows.

iv) Schedule of personnel allocated to the project, their positions and designations and hours they will be involved in the project as well as hourly rates (inclusive of VAT).

v) Outline of suggested approach and methodology.

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

12. BID EVALUATION CRITERIA

This bid shall be evaluated in three stages. On first stage bids will be evaluated on SCM mandatory; the second stage would be on functionality and the third stage on

Price and Special Goals with accordance with 80/20 preference points system as stipulated below.

12.1 **Second Stage -Evaluation of Functionality**

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

12.1.2 The applicable values that will be utilized when scoring each criterion ranges from **0 being non-compliance, 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
CAPABILITY **Experience and Track Record of Team Members** **Competency of the Company**	Demonstrate company capability through knowledge and expertise in preparing and obtaining approval for rezoning and subdivision applications. The company must have successfully completed a minimum of 3 similar projects The company must have successfully completed a **minimum of 3 similar projects** that demonstrate knowledge and expertise in land use management and land development planning, particularly rezoning and subdivision land development applications . The bidder must provide at least three (3) reference letters from contactable clients the certificates/letters must be on the bidders' Client' official letterheads with contact details and it must be duly signed. 1) 0-1 project– Poor = 1 2) 2 (two)projects successfully completed– **Average = 2** 3) 3 (three) Category projects successfully	**30**

	completed–**Good = 3** 4) 4 (four) Category projects successfully completed- **Very good= 4** 5) 5 (Five) Category projects and more projects successfully completed- **Excellent= 5**	
RESOURCES		
Project Leader	A Project Leader must have a bachelor's degree (NQF 7) or higher qualification in Town/City/Urban/Regional Planning and must be registered with SACPLAN as a Professional Planner (SACPLAN) in terms of the Planning Profession Act, 2002; with a minimum of 8 years' post registration experience in executing land use management and land development planning projects. **(Attach copies of qualifications, proof of valid SACPLAN registration, and CV <u>only</u> indicating a detailed profile of <u>related</u> previous work and <u>related</u> experience**.) **Score Rating:** 1) CV attached with less than a Bachelor's Degree (NQF 7) with less than 3 years post-registration experience in executing land use management and land development planning projects **= Poor = 1** 2) CV attached with a minimum of 3 years but less than 5 years' post-registration experience with SACPLAN as a Professional Planner (SACPLAN) in executing land use management	**10**

	and land development planning projects. **– Average = 2** 3) CV attached with a Bachelor's Degree (NQF 7) or higher qualification in Town / City / Urban / Regional Planning and must be registered with SACPLAN as a Professional Planner (SACPLAN) with a minimum of 5 years but less than 8 years post-registration experience in executing land use management and development planning projects. – **Good = 3** 4) CV attached with a Bachelor's Degree (NQF 7) or higher qualification in Town / City / Urban / Regional Planning and must be registered with SACPLAN as a Professional Planner (SACPLAN) with a minimum of 8 years, but less than 10 years post-registration experience in executing land use management and development planning projects. **– Very Good = 4** 5) CV attached with a Bachelor's Degree (NQF 7) or higher qualification in Town/City/Urban/Regional Planning and must be registered with SACPLAN as a Professional Planner (SACPLAN) with more than 10 years post-registration experience in executing land use management and development planning projects. **– Excellent = 5**	
TEAM MEMBERS (25)	**Town and Regional Town Planner** (1) and must have a Bachelor's Degree (NQF 7) or higher qualification in Town / City / Urban / Regional	**5**

	Planning and must be registered with SACPLAN as Professional Planners and 7 years' post-registration experience in **(Attach copies of qualifications, proof of valid SACPLAN registration, and CV <u>only</u> indicating a detailed profile of <u>related</u> previous work and <u>related</u> experience**.) **Score rating:** 1. CV attached with a Bachelors' Degree (NQF 7) or higher qualification in Town / City / Urban / Regional Planning with 0 years' post registration experience **- Poor = 1** 2. CV attached with a Bachelors' Degree (NQF 7) qualification in Town/City/Urban/Regional Planning with more than 0 but less than 3 years post registration experience **– Average = 2** 3. CV attached with a Bachelors' Degree (NQF 7) or higher qualification *i*n Town/City/Urban/Regional Planning with SACPLAN registration as a Professional Planner with a minimum of 3 years but less than 5 years post registration experience - **Good = 3** 4. CV attached with a Bachelors' Degree (NQF 7) or higher qualification in Town/City/Urban/Regional Planning with SACPLAN registration as a Professional Planner with a minimum of 5 years but less than 7 years post registration experience - **Very**	

	Good = 4 5. CV attached with Bachelors' Degree (NQF 7) or higher qualification in Town/City/Urban/Regional Planning with a minimum of 7 years or more post-registration experience in and SACPLAN registration as a Professional Planner – **Excellent = 5**	
	A **Civil and Transport Engineer** must be registered with ECSA and demonstrate 3 years post-professional registration relevant civil engineering, and transport/traffic assessment experience. **(Attach a detailed CV indicating only related previous work experience and contactable references).** **Score rating:** 1. Civil and Transport Engineer with 0–1-year post-registration experience **- Poor = 1** 2. Civil and Transport Engineer with more than 1 less than 3 years post-registration experience – **Average = 2** 3. Civil and Transport Engineer Specia**list** with 3 years post-registration experience **– Good = 3** 4. Civil and Transport Engineer Specialist with more than 3 years but less than 5 post-registration experience **– Very Good = 4** 5. Civil and Transport Engineer with 5 years or	**5**

	more post-registration experience **– Excellent = 5**	
	A **Environmental Specialist** must be registered with Environmental Assessment Practitioners Association of South Africa **(EAPASA)** as a Registered Environmental Assessment Practitioner **(EAP)** and demonstrate 3 years post-professional registration in relevant environmental assessments, environmental screening, environmental impact assessments, environmental authorisation applications experience. (Attach a detailed CV indicating only related previous work experience and contactable references). Score rating: 1. Environmental Specialist with 0–1-year post-registration experience - Poor = 1 2. Environmental Specialist with more than 1 less than 3 years post-registration experience – Average = 2 3. Environmental Specialist with 3 years post-registration experience – Good = 3 4. Environmental Specialist with more than 3 years but less than 5 post-registration experience – Very Good = 4 5. Environmental Specialist with 5 years or more post-registration experience – Excellent = 5	**5**

	A **Heritage Practitioner** must be registered with South African Council for the Architectural Profession **(SACAP) or other relevant professional body** and demonstrate 3 years post-professional registration in built heritage assessments, architectural heritage assessments, conservation of historic buildings and preparation of heritage impact assessment reports experience. (Attach a detailed CV indicating only related previous work experience and contactable references). Score rating: 1. Heritage Practitioner with 0–1-year post-registration experience - Poor = 1 2. Heritage Practitioner with more than 1 less than 3 years post-registration experience – Average = 2 3. Heritage Practitioner with 3 years post-registration experience – Good = 3 4. Heritage Practitioner with more than 3 years but less than 5 post-registration experience – Very Good = 4 5. Civil and Transport Engineer with 5 years or more post-registration experience – Excellent = 5	**5**
	A **Professional Land Surveyor** must be registered with South African Geomatics Council **(SAGC)** as a Professional Land Surveyor and demonstrate 3 years post-professional registration in cadastral	**5**

	surveying, land subdivision, preparation of subdivision diagrams and related cadastral information (Attach a detailed CV indicating only related previous work experience and contactable references). Score rating: 1. Professional Land Surveyor with 0–1-year post-registration experience - Poor = 1 2. Professional Land Surveyor with more than 1 less than 3 years post-registration experience – Average = 2 3. Professional Land Surveyor with 3 years post-registration experience – Good = 3 4. Professional Land Surveyor with more than 3 years but less than 5 post-registration experience – Very Good = 4 5. Professional Land Surveyor with 5 years or more post-registration experience – Excellent = 5	
METHODOLOGY & PROJECT MANAGEMENT	The bidder must submit a clear and practical methodology outlining the proposed approach to undertaking the assignment in accordance with the Scope of Work set out in the Terms of Reference **Score rating:** 1) Methodology and the proposed land development application does <u>not outline</u> the	**35**

	requirements as specified in the TOR **–Poor = 1 (which requirements? Unpack)** 2) Methodology and proposed land development application <u>inadequately and poorly</u> address requirements in the ToR **– Average = 2** 3) Methodology and proposed land development application <u>adequately address most</u> of the requirements in the ToR **–Good = 3** 4) Methodology and proposed land development application <u>adequately specified all</u> requirements in the ToR and is acceptable for implementation **- Very good= 4** *5)* Methodology and proposed land development <u>exceptionally</u> specifies all the requirements to include more than the identified requirements in the TOR. **– Excellent = 5**	
	TOTAL	100

The Bids that fail to achieve a minimum of **70** points out of **100** points for functionality will be disqualified; and such bids will not be evaluated on second stage (80/20 Preference Point System)

12.2 **<u>Third Stage-Evaluation in terms of 80/20 Preference Points System</u>**:

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

12.2.1 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

12.2.2 The tender must make sure that they complete the **SBD 6.1** attached so that they can claim the Specific Goals (20) points.

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

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

12.2.5 Bidders who wish to claim points in terms of table 4.2 on **SBD 6.1** need to provide proof for each point claimed as guided below:

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

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

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

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

Specific goal: **Locality** – Promotion of Enterprises Located in Western Cape Province. Tenders Must Provide One of The Below:

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

12.3 **Values**

VALUE	DESCRIPTION
1	Unacceptable

2	Poor
3	Acceptable
4	Good
5	Excellent

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

13. CONDITIONS

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

14. INTELLECTUAL PROPERTY

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

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

15. DECLARATION OF CONFIDENTIALITY

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

16. PENALTIES

16.1 Failure to meet all the final deliverables by the delivery date will result in a deduction of a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime rate for each day of delay.

17. CONTACT PERSON FOR ENQUIRIES

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

Technical Enquiries

Directorate: Commission on Restitution of Land Rights: Land Reform and Rural Development
2 Riebiek Street, 31st Floor
Foreshore Place
CAPE TOWN, 8000

Contact person: **Mr Bongani Dywili**
Telephone: **0835789061**
Email: **bongani.dywili@dalrrd.gov.za**

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

Ms. Mpho Mudau
Supply Chain Practitioner
Tel: (021) 409 0551
Email: mpho.mudau@dlrrd.gov.za

18. PUBLICATION OF BID DOCUMENT

ADVERT PERIOD: 21 days

PUBLICATION DATE: 16 November 2026

CLOSING DATE: 08 December 2026

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