

## TENDER DOCUMENT

**TENDER NO 09/21/22**

**APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A  
MUNICIPAL HUMAN SETTLEMENTS SECTOR PLAN (MHSP) FOR SALDANHA BAY  
LOCAL MUNICIPALITY**

**CLOSING DATE: 10 DECEMBER 2021**

**CLOSING TIME: 12H00**

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12  
VREDENBURG  
7380

A tender posted (at sender's risk) to THE MUNICIPAL MANAGER, SALDANHA BAY MUNICIPALITY, PRIVATE BAG X12, VREDENBURG, 7380 in good time so as to reach the Municipal Manager before the above-mentioned closing date, may be accepted on condition that it is placed in the TENDER box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such tenders are in fact lodged in the tender box.

OR

DEPOSITED IN THE TENDER BOX SITUATED AT *(STREET ADDRESS)*

Finance Department  
Buller / Investment Centre  
15 Main Street  
VREDENBURG

NB: TENDERS must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

TENDERER	
<b>NAME OF TENDERER</b>	.....
<b>ADDRESS</b>	..... .....
<b>TEL NO</b>	.....
<b>EMAIL FOR ALL CORRESPONDENCE</b>	.....

CSD DATABASE REG NO*	.....
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All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Abri Adonis

Tel: 022 701 6922

Email: [abri.adonis@sbm.gov.za](mailto:abri.adonis@sbm.gov.za)

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Persons: Mr R Groenewald email: [Ryan.Groenewald@sbm.gov.za](mailto:Ryan.Groenewald@sbm.gov.za)

Initial\_\_\_\_\_

## **CHECKLIST**

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified

PLEASE TICK BOX ☒ THE LEFT

- ☐ Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- ☐ Company registration forms
- ☐ Certified copy of bidder's municipal account or valid lease agreement.
- ☐ Registration with professional body (If applicable)
- ☐ Samples Provided (If applicable)
- ☐ All relevant sections complete and signed, and all pages of tender document initialed by authorized signatory
- ☐ Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization
- ☐ Original or original certified copy of a valid BBBEE certificate or affidavit
- ☐ Tax compliant status on Central Supplier Database

## **DECLARATION**

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

.....  
Name

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Firm

Initial\_\_\_\_\_

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## SECTION 1.1 ADVERTISEMENT

### MUNISIPALITEIT SALDANHABAAI

#### **TENDER 09/21/22: BESKRYWING: AANSTELLING VAN 'N DIENSVERSKAFER VIR DIE OPSTEL VAN 'N MUNISIPALE MENSLIKE NEDERSETTINGS SEKTOR PLAN (MMNP) VIR SALDANHA BAAI MUNISIPALITEIT**

Tenderdokumente is beskikbaar vir aflaai op die eTender publikasie webtuiste [www.etenders.gov.za](http://www.etenders.gov.za) of kan alternatiewelik opgetel word by Mnr Christo De Bruyn, Hoofstraat 15, Buller / Beleggingsentrum, Vredenburg vanaf **Maandag 22 November 2021**.

**Indien tenders opgetel word, moet 'n nie-terugbetaalbare tenderdeposito van R172.50 betaal word aan Saldanha Baaï Munisipaliteit. Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.**

Tegniese navrae kan gerig word aan Mnr R Groenewald by epos: [ryan.groenewald@sbm.gov.za](mailto:ryan.groenewald@sbm.gov.za)

Tenders moet in die tenderbus by die Departement Finansies, Buller / beleggingsentrum, Hoofstraat 15, Vredenburg geplaas word voor **12:00 op 10 Desember 2021** en moet in 'n geseëldde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie.

Funksionaliteit sal gebruik word as maatstaf om in aanmerking te kom vir die tender. Dit hou verband met die tenderaar se vermoë om n gehalte diens aan die munisipaliteit te verskaf. Tenderaars wat nie voldoen aan die funksionaliteit kriteria (minimum punte), sal dus nie oorweeg word vir verdere evaluering nie.

Die **80/20** voorkeur puntstelsel soos vervat in die Voorkeur Verkrygingsregulasies Nr R32 van 20 Januarie 2017 (BBBEE) sal in die beoordeling van hierdie tender gebruik word.

'n Geldige inkomstebelasting uitklaringsertifikaat soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet met die tenderdokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

Mnr H Mettler  
**MUNISIPALE BESTUURDER**  
Munisipaliteit Saldanha Baaï  
Privaatsak X 12  
VREDENBURG  
7380

### SALDANHA BAY MUNICIPALITY

#### **TENDER 09/21/22: DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP MUNICIPAL HUMAN SETTLEMENTS SECTOR PLAN (MHSP) FOR SALDANHA BAY LOCAL MUNICIPALITY**

Tender documents can be downloaded from the eTender publication portal at [www.etenders.gov.za](http://www.etenders.gov.za) or alternatively can be collected from Mr Christo De Bruyn, 15 Main Road, Buller / Investment Centre, Vredenburg from **Monday 22 November 2021**.

**If tenders are collected, a non-refundable tender deposit of R 172.50 is payable to Saldanha Bay Municipality. Proof of deposit is required for collection of tender documents.**

Enquiries can be directed to Mnr R Groenewald at email: [ryan.groenewald@sbm.gov.za](mailto:ryan.groenewald@sbm.gov.za)

Tenders must be placed in the tender box of the Finance Department, Buller / Investment Centre, 15 Main Street, Vredenburg before **12:00 on 10 December 2021** in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender description and number.

The tenders shall be opened in public after the closing hour. Any or the lowest tender will not necessarily be accepted.

Functionality will be evaluated as an eligibility criterion. The eligibility criteria relate to the bidder's ability to provide a quality service to the municipality. Bidders that does not meet the functionality criteria (minimum score) will therefore not be considered for further evaluation

The **80/20** preference point system as contained in the Preferential Procurement Regulations No R32 of 20 January 2017 (BBBEE) will be used in the adjudication of this tender.

A valid tax clearance certificate from the South African Revenue Services must be supplied with the tender document and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H Mettler  
**MUNICIPAL MANAGER**  
Saldanha Bay Municipality  
Private Bag X 12  
VREDENBURG  
7380

Initial\_\_\_\_\_

## SECTION 1.2

### TENDER CONDITIONS AND INFORMATION

#### 1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

#### 1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

#### 1.2.3 Validity Period

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

#### 1.2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at [www.etenders.gov.za](http://www.etenders.gov.za) or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by cash or payment into SBM Municipality bank account payable to the SBM Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

#### 1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

#### 1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialed by the

Initial\_\_\_\_\_

authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.

(e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.

(f) The bidder should verify regularly on E-tender whether there are any addendums before submission and addendums must be submitted with the tender document.

### **1.2.7 Compulsory Documentation**

#### **1.2.7.1 Income Tax Clearance Certificate**

(a) A valid original Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Central Supplier Database and are Tax compliant. The onus is on the bidder to ensure that the Municipality has an original Income Tax Clearance Certificate on record and obtain written confirmation from the Supply Chain Management Unit of the Municipality. The letter of confirmation must be included in the tender documents. If the South African Revenue Services (SARS) cannot provide a valid original Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

#### **1.2.7.2 Construction Industry Development Board (CIDB)**

When applicable, a certified copy of the bidder's registration and grading certificate with the CIDB must be included with the tender. Failure to do so will result in the disqualification of the tender.

#### **1.2.7.3 Municipal Rates, Taxes and Charges**

(a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more

than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

#### **1.2.8 Authorized Signatory**

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

#### **1.2.9 Site / Information Meetings**

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended both compulsory site or information meetings on the specified dates. The attendance registers must be signed for both dates at the Traffic Department.

#### **1.2.10 Samples**

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

#### **1.2.11 Quantities of Specific Items**

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

#### **1.2.12 Submission of Tender**

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be

- placed in the **tender box on the Ground floor at the Buller / Investment Centre, 15 Main Road, Vredenburg by not later than 12:00 on Friday 10 December 2020.**

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

#### 1.2.13 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

#### 1.2.14 Contact with Municipality after Tender Closure Date

Bidders shall not contact the SBM Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the SBM Municipality, it should do so in writing to the SBM Municipality. Any effort by the firm to influence the SBM Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

#### 1.2.15 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

#### 1.2.16 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

#### 1.2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 as well as the Municipality's Supply Chain Management Policy.

#### 1.2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. **The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.**

### 1.2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

### 1.2.20 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

### 1.2.21 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

### 1.2.22 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Abri Adonis, Tel: 022 701 6922 or e-mail [abri.adonis@sbm.gov.za](mailto:abri.adonis@sbm.gov.za) Enquiries regarding the specifications may be addressed to Mr R Groenewald at email: [ryan.groenewald@sbm.gov.za](mailto:ryan.groenewald@sbm.gov.za)

### 1.2.23 Intellectual Property Ownership

The tenderer / Contractor agrees to tender and perform the mutually agreed services as stipulated in the tender and any amendments thereto on the basis that the Tenderer / Contractor (T/C) hereby assigns to SBM all rights, including, without implication, copyrights, patents, trademark rights, and any other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets.

(i) Developed or created by the T/C, solely or jointly with others during the course of performing work for or on behalf of SBM. (ii) That the T/C conceives, develops, discovers or makes in whole or in part during the T/C employment by SBM that relate to the business of SBM.

If, notwithstanding the foregoing, the T/C for any reasons retains any right, title or interest in or relating to any Work Product, the T/C agrees promptly to assign, in writing and without any requirement of further consideration, all such right, title and interest to SBM. Upon request of SBM at any time during or after the Employment Period, the T/C will take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to evidence, perfect, record or otherwise give full and proper effect to any assignments of rights under or pursuant to this tender. The T/C will promptly disclose to SBM any such work product in writing.

### 1.2.23 Submission of Invoices:

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:

- The words “TAX INVOCIE” in a prominent place;
- Name, address and VAT registration number of the supplier;
- The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;
- The Saldanha Bay Municipality VAT registration number: 41001113150;
- Unique VAT invoice number and date of issue;
- Accurate description of goods and/or services;
- Quantity or volume of goods or services supplied; and
- Price and VAT amount and percentage (%).

Failure to comply with abovementioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## SECTION 1.3

### 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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its

sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

## **2. Application**

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

documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

### **4. Standards**

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

### **5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser

### **6. Patent rights**

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

### **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance

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

## **8. Inspections, tests and analyses**

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

Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) In the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 the purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the

purchaser in the contract.

- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the

- period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt

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

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

## **28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation (NIP) Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## SECTION 2.1

MBD 1

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF  
DEPARTMENT/PUBLIC ENTITY)

BID NUMBER: **SBM 09/21/22** CLOSING DATE: **10 DECEMBER 2021** CLOSING TIME:  
**12:00**

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A  
MUNICIPAL HUMAN SETTLEMENTS SECTOR PLAN (MHSP) FOR SALDANHA BAY  
LOCAL MUNICIPALITY**

**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7.2).**

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12  
Vredenburg  
Western Cape  
7380

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Finance Department  
15 Main Street  
Buller / Investment Centre  
Vredenburg

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY  
FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017,  
THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER  
SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE..... NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE..... NUMBER.....

VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)? **YES / NO**

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)  
YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....

A REGISTERED AUDITOR .....  
[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES OFFERED BY YOU? **YES / NO**  
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE ..... TOTAL NUMBER OF ITEMS OFFERED.....  
(IF APPLICABLE) (IF APPLICABLE)

---

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Department: Supply Chain Management**

**Contact Person: Abri Adonis**

**Tel: 022 701 6922**

**E-mail address: [abri.adonis@sbm.gov.za](mailto:abri.adonis@sbm.gov.za)**

## SECTION 2.2

## MBD 2

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet these requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each part must submit a separate Tax Clearance Certificate.
- 4 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 5 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**SECTION 3.1****MBD 4****DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative.....

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholder's members, their individual identity Numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? YES / NO

3.9.1 If yes, furnish particulars.....  
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?..... YES / NO

3.10.1 If yes, furnish particulars.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.11.1 If yes, furnish particulars.....  
.....

3.12 Are any of the company's directors, trustees, managers, Principle shareholders or stakeholders in service of the state? YES / NO

3.12.1 If yes, furnish particulars.  
.....  
.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.13.1 If yes, furnish particulars.  
.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES / NO

3.14.1 If yes, furnish particulars:  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

**SECTION 3.2****MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

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

### 4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

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

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

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

## 6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

## 8. SUB-CONTRACTING

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

(***Tick applicable box***)

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

8.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

## 9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

## 9.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

### WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

## SECTION 3.3

## MBD 8

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

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

### **CERTIFICATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Tenderer

**DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS**

Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	---------------------------------	--------------------------------

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 12 Directors, a schedule with addresses must also be attached to the tender document.

**Director 1 Address:****Mr. / Mrs** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 4 Address:****Mr. / Mrs** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 7 Address:****Mr. / Mrs** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 10 Address:****Mr. / Mrs** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 2 Address:****Mr. / Mrs** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 5 Address:****Mr. / Mrs** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 8 Address:****Mr. / Mrs** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 11 Address:****Mr. / Mrs** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 3 Address:****Mr. / Mrs** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 6 Address:****Mr. / Mrs** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 9 Address:****Mr. / Mrs** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 12 Address:****Mr. / Mrs** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SECTION 3.4

## MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SECTION 4.1****SPECIAL CONDITIONS OF CONTRACT**

## SECTION 4.2

### Central Supplier Database (CSD)

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

**The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.**

**All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.**

Enquiries can be made to Mr A Adonis at 022-701 6922.

CSD registration number (if registered): .....

## **SECTION 4.3 PROJECT SPECIFICATIONS**

### **4.3.1 SCOPE OF WORK**

#### **INTRODUCTION AND BACKGROUND**

Saldanha Bay Municipality developed the Integrated Human Settlements Plan with the 10-year concept housing pipeline in July 2015 and the intention of the review is to update the different sections of the HSP with a revised housing pipeline for the period of 2022 - 2032.

A five-year Housing Master Plan was compiled for the Saldanha Bay Municipality in 2009 and a 5-year housing pipeline was compiled for the period 2012-2017. It is the intention to update and replace these documents with an integrated Human Settlements Plan (HSP) and a 10-15-year concept housing pipeline.

The Saldanha Bay Municipality's Integrated Development Plan (IDP) and Spatial Development Framework (SDF) contain strategies which aim to eliminate the current housing backlog, to provide subsidised housing in appropriate locations and provide housing for all income groups. In this manner, integrated and sustainable settlements can be created.

The Saldanha Bay Municipality IDP has identified land for housing as one of its key capital and operational priority needs. The provision of houses is however not enough to ensure a healthy functioning community. The appropriate location and range of housing types play a key role in creating a well- connected and spatially, functionally and socially integrated settlement. Subsidised housing constitutes the bulk of this need. However, to expand the municipality's revenue base, land for medium and high-income housing should also be made available.

By providing a broad range of housing opportunities to its whole community, the Saldanha Bay Municipality strives to create a dignified living environment for all of its residents. The municipality has been gazetted as a Restructuring Zone and Priority Housing Development Area.

The municipality is in process to apply for Level 1 accreditation and progressing to Level 2 to perform housing functions. Municipal accreditation has been emphasized as a key Government priority in support of more effective and efficient human settlements delivery.

#### **OBJECTIVE**

Saldanha Bay Municipality developed a Human Settlement Plan in 2015 which was revised 2018 to make provision for developments in the municipality. The objective of the appointment is to develop a new 20-year Human Settlement Plan with short, medium- and

long-term deliverables. These plans should include pipeline for :

- a) Integrated Residential Development Programmes for low income households complying to latest directive for top structures;
- b) Opportunities for low income who will not be able to obtain top structures, ie service sites;
- c) Middle Income housing opportunities;
- d) Social housing opportunities and
- e) Informal Settlement Developments and upgrades;

## **LOCATIONAL CONTEXT**

The Saldanha Bay municipal area, 2 015 km<sup>2</sup> in extent and is situated in the jurisdiction area of the West Coast District Municipality (WCDM). The municipal area is bordered in the west by the Atlantic Ocean, in the north the Berg River and the south by the West Coast National Park. The Swartland Municipality forms the eastern boundary of the Municipality. The Saldanha Bay Municipality has a diverse economy, of which the following sectors contributed the most to the GDP in 2013 (Urban-Econ, 2013):

- Finance, insurance, real estate and business services (36.9%);
- General government (17.3%);
- Manufacturing (11.1%);
- Wholesale and retail trade, catering and accommodation (9.2%); and
- Agriculture, forestry and fishing (7.3%).

The Saldanha Industrial Development Zone, declared in 2013, and the proposed expansion of the Port of Saldanha could have a major impact within the SBM with relation to employment generation and increased demand for housing. These development proposals are discussed in a later section of this HSP.

In terms of employment and GDP contribution, the SBM has a comparative advantage within the WCDM in the following sectors (Urban-Econ, 2013);

- Mining;
- Transport, storage and communication;
- Finance, insurance, real estate and business services; and
- Government, community, social and personal services.

The most significant comparative advantage the SBM has compared to the WCDM is the Saldanha deep-sea port and related industrial zone.

The Saldanha Bay municipal area has eleven settlements and Vredenburg (the administrative seat of the Municipality) and Saldanha are classified major towns.

Hopefield and Langebaan are considered medium order service centres, whilst the remaining settlements of Paternoster, St. Helena Bay and Jacobsbaai are smaller settlements.

Further concentrations of dwellings are found in Koperfontein, Green Village, Swartriet and Langebaanweg. The towns containing the most existing functions and which have the most locational advantages have the highest potential for future growth and to sustain future growth. Subsidised housing should therefore predominantly be provided within these settlements. According to the table, Saldanha and Vredenburg should be priority locations for future housing development, with Langebaan also being a possible location due to its close proximity to the employment opportunities within Saldanha. It is important to note that even though individuals will be located in Vredenburg, most of the employment opportunities will be created in the Saldanha IDZ. This will require individuals living in Vredenburg to commute to Saldanha. A strong public transport link between Vredenburg and Saldanha is therefore needed.

The key challenges include:

- a) Rapid urbanization of the area due to expected economic developments in the municipal area;
- b) Expansion of informal settlements with an estimated number of 8 361 households



## **PURPOSE**

The main purpose of a Municipal Human Settlements Sector Plan (MHSP) is as follows:

- a) To ensure the effective allocation of limited resources;
- b) To provide a formal and practical method of prioritizing human settlements projects and obtaining political consensus for the sequencing of the implementation; and
- c) To ensure more integrated development through bringing together the relevant cross-sectoral role players to coordinate their development interventions in one plan.

## **COMPONENTS OF THE MUNICIPAL HUMAN SETTLEMENTS SECTOR PLAN**

### **Human Settlement Planning & Development Context**

- a) Human Settlements related results from the IDP analysis phase.
- b) Overview of critical challenges facing human settlements sector in general.
- c) Determine and identification of human settlements backlog and the need.
- d) Trend analysis in terms of current and future spatial distribution of economic activities based on migration pattern, demographics and age.
- e) Determine relevant law and policy requirements and assess current performance of housing sectors
- f) Estimate current and future (projected) housing needs of different economic sectors of the municipal population
- g) Determine key human settlement challenges

### **Deliverables per Sub Chapter**

- 1. Legal and Policy Framework
  - a. Summary of legal and policy informants
- 2. Human Settlement Status Assessment
  - a. Estimate of current population distinguished by gender, age, household income and employment profile
  - b. Estimate of future population based on established population growth rate segmented by household income profile
- 3. Demographic Assessment
  - a. Identification of key settlement features (areas of informal settlement; areas where overcrowding is a feature; areas
  - b. undergoing land use change trends), institutions involved in housing delivery of different types etc.
- 4. Assessment of Municipal Housing Needs
  - a. Identification of housing demand segmented by: (i) Current number of households by income/affordability; (ii) Future
  - b. number of households by income/affordability; (iii) Tenure (rental vs ownership)
- 5. Key Human Settlement Challenges
  - a. List of challenges as identified during situational analysis

### **Strategic Framework for HSP**

- a) Indicate IDP objectives and strategies relate to human settlements, spatially, economically, environmentally, infrastructural and socially;
- b) How the human settlements objectives and strategies will address the IDP objectives and strategies;
- c) Identified housing supply options. This should include the negotiated supply objectives or goals as referred to in the Housing Act; and
- d) Negotiated supply strategies which should complement the IDP development strategies.
- e) Align the future vision for housing development with long term Spatial vision from the municipal SDF
- f) Develop objectives and strategies that respond to the identified key human settlement challenges
- g) Prioritise land identified in the SDF for various housing types;

### **Deliverables per Sub Chapter**

1. Municipal HSP Vision Statement
  - a. Long term human settlement development vision aligned with SDF/IDP
2. Objectives and Strategies in response to key challenges
  - a. Develop objectives and strategies that respond to identified challenges

### **Projects**

- a) Basic information on the prioritised IDP human settlements projects and informal settlements.
- b) Projects objectives, description and indicators, national human settlements subsidy
- c) programme, target groups, spatial location, major activities, estimated timeframes for
- d) implementation, implementation agencies, preliminary capital and operational budget
- e) implications and source of finance;
- f) Bulk infrastructure availability, carrying capacity and lifespan.
- g) Identify area-based projects, associated mechanisms for management and incentives for implementation (consider PHDAs)
- h) Prioritise portfolio of housing projects as short-, medium- and long-term, linked to area-based approach;
- i) Develop HSP Implementation Programme to inform IDP and budgeting processes
- j) Identify enabling actions such as financial instruments and infrastructure programmes

### **Deliverables per Sub Chapter**

1. HSP Project Portfolio
  - a. Spatial identification of land and Priority Areas
  - b. The compilation of Development Area Plans for Social Housing and Priority Housing Development Areas to include :
    - i. Situational Analysis
      1. Regional Context
      2. Natural Environmental features
      3. Spatial Structure: Land Use and Movement Network
      4. Socio-Economic Features
      5. Strategic Spatial Context

- 6. Engineering services
    - ii. Development Framework
    - iii. Implementation Strategy
      - 1. Statement of Intent
      - 2. Housing and Human Settlements
      - 3. Service Delivery Operations (Community Facilities and Engineering Services)
      - 4. Community Safety/ Law Enforcement
      - 5. Social Compact
  - c. Portfolio of housing and settlement upgrade projects spatially linked to identified Priority Areas for intervention
    - i. Schedule of Projects over 20-year time frame listed by type of project (e.g. UISP, IRDP, GAP, Social Housing, service sites etc.)
    - ii. List of PHDAs
    - iii. Identified Incremental Upgrading Areas
    - iv. Land assembly - identifying the required actions to make the identified land parcels ready for development
    - v. Additional social facility requirements based on applicable standards of provision
2. HSP Implementation Pipeline
- a. Develop project pipeline
    - i. Pipeline to include as minimum the following:
      - Project No. (PMO System to New Naming Convention), Town, Suburb, Catalytic / PHDA Project, Urgency (Proposed Year of Implementation), % of Total Need Addressed by Project, Housing Programme/s, Housing Opportunities (Sites, Serviced Sites, Top Structures (Units), Other), Project Readiness (Land Obtained, EIA ROD, Bulk Capacity, Land Use Approval, DHS Approval, Council Approval, Risks / Issues, Readiness Score), Project Suitability (Geotech Conditions – based on available information, Sustainability Criteria<sup>1</sup>, Strategic Alignment, Planning
3. Enabling Actions - Project Readiness
- a. List of human settlement development-enabling activities and/or projects (multisectoral) per Priority Area
  - b. Programme of required implementation activities (3-5 year detailed and longer-term indicative)
  - c. Linked to a list of funding requirements per financial year
  - d. Project Readiness

## Integration

---

<sup>1</sup> Project needs to be measured against Land Use, Activities and Social Services, Infrastructure: Transport and Roads, Infrastructure: Services, Layout and Housing, Typologies and Design

- a) Confirmed priority human settlements projects and their relationship to the IDP objectives and strategies;
- b) Clarify integration through preliminary assessment of social, economic, environmental, infrastructural and the spatial feasibility of human settlements projects;
- c) Clarify the coordination of the human settlement project funding with the five-year financial plan and capital investment programme of the IDP;
- d) Compile a detailed action plan for delivery including all the human settlements projects and municipal institutional arrangements.

#### Approval

- a) Facilitate a process for approval by the respective Municipal Council.

### **GUIDING PRINCIPLES**

The Housing Sector Plan should give effect to the following key principle in respect of housing development:

- a) Human Settlements should be provided closer to employment opportunities;
- b) Human Settlements development should provide wider choice with regard to type of house, materials, tenure, etc.;
- c) Human Settlements development should take measures not to harm the environment;
- d) Housing should be prioritized to the poorest of the poor;
- e) The special housing needs of the disabled and HIV/AIDS victims should be addressed;
- f) Houses should be designed in a manner that accommodates future extensions;
- g) Promote higher density in respect of human settlements development to ensure the
- h) economical utilization of land and services;
- i) Human Settlements development should be based on integrated development planning;
- j) Promote racial, social, economic and physical integration in urban and rural areas;
- k) Human Settlements development should be administered in a transparent, accountable and
- l) equitable manner and uphold the practice of good governance;
- m) Promote education and consumer protection in respect of human settlements development;
- n) Promote the establishment of socially and economically viable communities and safe and healthy conditions to ensure the elimination of slums;
- o) Facilitate the active involvement of all relevant stakeholders in housing development; and
- p) Provide community and recreational facilities in residential areas.

### **PROJECT KEY ACTIVITIES**

In line with the above-mentioned project scope, the professional service provider will be expected to

perform the following activities:

- a) Assist the municipality with a comprehensive analysis human settlements challenges, identifying backlog, need and determining the trends in terms of current and future spatial distribution of economic activities;

- b) Prepare / develop comprehensive and integrated MHSP that is ready to implement for the municipality;
- c) Ensure the alignment of the MHSP with critical instruments such as the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP), the National Master Spatial Plan framework, Spatial Development Frameworks (SDFs) of the respective municipality (where it exists), and other National/ Provincial planning frameworks;
- d) Document, collate and consolidate information for the purposes of fulfilling this assignment;
- e) Ensure that collated information from various engagements between the municipality, Provincial departments, municipal administration and Council as well as communities.
- f) Ensure fair negotiation between the municipality and the Province to open up the way towards prioritisation of projects;
- g) Ensure full stakeholder participation including supportive structures towards the MHSP developments and analysis conducted; and
- h) Ensure the facilitation for approval by respective Municipal Councils.

### **PROJECT DURATION**

The service provider must commence immediately after being appointed and the duration of the project is a period of **Six (6 months)**.

### **DELIVERABLES & OUTPUTS**

In accordance with the relevant standards and procedures for professional practice and the contracted scope of work, the professional service provider will submit and make oral and written presentation on the following outputs and ensure that the deliverables are achieved as outlined in an implementation plan to be agreed upon with the client;

- a) Inception report;
- b) Report regarding analysis of information collated and gaps identified;
- c) Compiling credible and recent research on all social, economic and demographic issues impacting on housing planning and delivery for Saldanha Bay Municipality;
- d) Workshop and stakeholder reports with Saldanha Bay Municipality;
- e) Progress reports (monthly);
- f) Comprehensive Housing Needs Analysis for Saldanha Bay Municipality; and
- g) Presentation of all documents to the relevant committee/s.
- h) Further, the professional service provider will submit the work as outlined on the scope of work and in a format that is possible to calibrate and manipulate with other GIS related tools and CAD software (DWG/DXF). Soft copies of all reports are also required

### 4.3.2 EVALUATION OF BIDS

The bids will be evaluated in two (2) stages, namely:

1. Stage 1: Functionality
2. Stage 2: Financial Offer and Preference Evaluation

#### STAGE 1: FUNCTIONALITY

Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below, considering, among other factors, the quality, reliability, the technical capacity and ability of a Bidder. A Bid will not be evaluated further if it fails to meet the minimum threshold of total 70 points out of maximum 100 points for functionality as prescribed in the following tables:

CATEGORY	FUNCTIONAL CRITERIA	POINTS ALLOCATION
1	Experience of the bidder	50
2	Key personnel qualifications and experience	50

#### EXPERIENCE OF THE BIDDER (COMPANY) (50 POINTS)

The Bidder must submit proof of successfully completed similar and comparative projects, **i.e. Development of Municipal Sector Plans (e.g. Housing Sector Plan, Spatial Development Framework, Integrated Development Plan, Water Services Development Plan or Local Economic Development Strategy)**, by attaching copies of appointment letter and Employer's Reference Letter for each completed project.

CRITERIA	POINTS ALLOCATION
Bidder has submitted inadequate or no information to determine points to be allocated	0
Bidder has submitted proof of at least 1 successfully completed similar project	15
Bidder has submitted proof of at least 2 successfully completed similar projects	25
Bidder has submitted proof of at least 3 successfully completed similar projects	40
Bidder has submitted proof of at least 4 or more successfully completed similar projects	50

### KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE (50 POINTS)

The Bidder must submit Proposed Team Structure, identifying **Project Manager, Project Coordinator and Project Administrator** as key personnel. The Project Team should possess the following qualifications as indicated in the table below:

KEY PERSONNEL	QUALIFICATIONS
<b>Project Manager</b>	A Post Graduate Degree in Town and Development Planning, Local Government development, Human Settlement development, Social and Human Sciences, Development Studies with Project management, Research and Data Analysis, Strategic Planning.
<b>Project Coordinator</b>	An Undergraduate Degree in one or more of the following: Social and Human Sciences, Town and Development Planning, Human Settlement development
<b>Project Administrator</b>	National Diploma in: Office/General Administration

Copies of CVs and certificates for each key personnel must be attached for determination of points to be allocated as per the table below:

KEY PERSONNEL	TARGETED GOALS	POINTS ALLOCATION
<b>Project Manager</b>	Inadequate or no information submitted to determine points to be allocated or a CV of Project Manager with less than 5 years of relevant experience in Project Management or no Post Graduate Degree (certified copy of certificate) submitted	0
	A CV of Project Manager with 5 to 10 years of relevant experience in Project Management and Post Graduate Degree (certified copy of certificate) submitted	20
	A CV of Project Manager with more than 10 years of relevant experience in Project Management and Post Graduate Degree (certified copy of certificate) submitted	30
<b>Project Coordinator</b>	Inadequate or no information submitted to determine points to be allocated or a CV of Project Coordinator with less than 3 years of relevant experience in Project Co-ordination or no Undergraduate Degree (certified copy of certificate) submitted	0
	A CV of Project Coordinator with 3 to 5 years of relevant experience in Project Co-ordination and Undergraduate Degree (certified copy of certificate) submitted	5
	A CV of Project Manager with more than 5 years of relevant experience in Project Co-ordination and Undergraduate Degree (certified copy of certificate) submitted	10

<b>Project Administrator</b>	Inadequate or no information submitted to determine points to be allocated or a CV of Project Administrator with less than 3 years of relevant experience in Project Administration or no National Diploma (certified copy of certificate) submitted	0
	CV of Project Administrator with 3 to 5 years of relevant experience in Project Administration and National Diploma in (certified copy of certificate) submitted	5
	CV of Project Administrator with more than 5 years of relevant experience in Project Administration and National Diploma in (certified copy of certificate) submitted	10

### **EXPERIENCE, QUALIFICATIONS AND SKILLS**

Given the significant scope and the multidisciplinary nature of the envisaged project, a team comprised of a broad range of expertise is required.

The following minimum relevant skills and expertise are considered to be necessary for the effective implementing of the assignment:

- a) Service provider's experience in undertaking similar assignment or work, their familiarity with the IDP process, provisions and principles for the conceptualisation and integration of a Housing Sector Plan and familiarity with the contents of the Provincial Human Settlements Development Plan;
- b) Specific expertise in municipal finance, project finance, financial management, grant
- c) management, audits;
- d) Understanding the organizational structures, operations and financing of the public service;
- e) Extensive experience within human settlements environment;
- f) Extensive experience with local government management environment;
- g) Reference letters for related work undertaken in the same Province/ District / Municipality
- h) Development planning, including urban, town and regional planning;
- i) Understanding of housing and human settlements programmes;
- j) Experience in handling of delegation of functions, and or other local government function;
- k) Housing Subsidy System (HSS) application;
- l) Organisational and institutional development; and
- m) Programme and project management as well as knowledge of and exposure to the National

### **Housing Code and practicalities of the different housing instruments.**

#### **Critical skills required:**

- a) Report writing;
- b) High level communication (verbal and written);
- c) Managing change;
- d) Conflict management and dispute resolution;

- e) Negotiation skills; and
- f) Political understanding and management

**Core competencies required:**

- a) The service provider should have knowledge and experience in advance programme management which includes coordinating a multiplicity of key stakeholders;
- b) Experience in advanced project planning, implementation and monitoring;
- c) Excellent communication and organization skills (experience working with the public sector is considered an asset more especially linking the higher echelons with operations);
- d) Full computer literacy and experience in working with Excel and Project Management, in particular Multi-year planning and sequencing of Human Settlements projects;
- e) Good knowledge of and exposure to all housing programmes, key advantage;
- f) Insight into Intergovernmental Relations Framework Act and practical experience;
- g) Display a good grasp and experience regarding the accreditation and assignment programme as well as all applicable legislations; and
- h) Geographic information Systems Base data and relevant shapefiles.

## Section 4.4

### PRICING INSTRUCTIONS

**The Bidder must take note of the following Pricing Instructions when completing the Activity Schedule:**

- a. The Bidder must study or refer to Scope of Works when completing the Activity Schedule.
- b. The Bidder is to allocate a maximum lump sum bid to each item in the Activity Schedule.
- b) The bidder to submit Project Implementation Plan with cost breakdowns that outline how the project will be executed.
- c) Activities must be completed to the satisfaction of the client and invoiced on completion of each activity.
- a. The bid and the total price for each activity may not be exceeded.
- d) The amounts inserted in the Activity Schedules are deemed to include for all expenses, costs, profit, general obligations etc., necessary to carry out the professional services described in the various documents.
- e) Amounts due to the Service Provider shall be paid by the client within thirty (30) days of receipt of correct or corrected relevant invoices.
- f) The Client reserves the right, by giving written notice to the Bidder, to stop the progress of a project stage at any time. Should the Client exercise this right, the client will pay the Bidder for work done and expenses incurred only up to the time that the notice was given.
- g) Payment will be based on the completion of activities, based on the Hourly Fee Rates for Consultants, Government Gazette No. 39480, Vol. 606, 4 December 2015; or the latest publication available provided that reasonable progress towards the completion of the activity is demonstrated.
- h) On 1 July 2019 the Cost Containment Regulation, 2019 was implemented. Regulation 5 stipulate the requirement for the Appointment of Consultants.
- i) Pricing must be done on a time and cost basis as explained in the Department of Public Service, Department of Transport and Department of Public Works where the latter does not prescribe fees for certain services.

The activity schedules must be completed in full and all expected costs must be reflected including all costs, expenses and disbursements all as described in the pricing instructions.

Please refer to the Scope of Works when completing the schedule.

The table below outlines project phases and milestones and should be used as a guide for pricing of the project:

PHASES	MILESTONES	BUDGET
<b>Phase 1: Project Inception &amp; Team establishment</b>	Project Inception report Formal communication to project teams & Municipal responses approved by the	10%

	relevant authority	
<b>Phase 2: Desktop research, consolidation and strategic analysis of relevant information</b>	Report re: analysis of information collated and gaps identified	15%
<b>Phase 3: Stakeholder engagement</b>	Stakeholder consultation report	15%
<b>Phase 4: Municipal Housing Sector Plan development</b>	As stipulated above Municipal Housing Sector Plan and Housing Chapter of the IDP for Saldanha Bay Local Municipality	40%
<b>Phase 5: Close Out</b>	Close Out Report	20%

## PRICING SCHEDULE

**ALL Documents and Schedules MUST BE RETURNED (SUBMITTED) for the TENDER to be Evaluated**

**A SIGNED PRICING SCHEDULE MUST BE SUBMITTED AS PART OF THE TENDER DOCUMENT.**

Stage and DPSA rate		
STAGES	DPSA Salary band	DPSA fee per hour
Phase 1	10	R921
	8-6	R554
Phase 2	10	R921
Phase 3	10	R921
	8-6	R554
Phase 4	10	R921
	9	R839
	8-6	R554
Phase 5	10	R921
	8-6	R554

Recoverable Expenses (Department of Public Works)	
Paper size	Fee
A4 Black on White	R 0.95
A4 Coloured	R 1.35
A3 Black on White	R 2.35
A3 Coloured	R 2.70
A2	R 19.95
A1	R 28.80
A0	R 44.30
Binder Set	R 28.80

Allocation of work in terms of project phases (mix of responsibilities during project)	Percentage work on project required by Municipality:	Percentage Offered (To be calculated)
Phase 1	10	
Phase 2	15	
Phase 3	15	
Phase 4	40	
Phase 5	20	

Consultant: Fee and hours				
Services	Fee per hour	Hours	Total	Percentage (%)
<b><u>Normal Services</u></b>	<i>Fee per hour and hours to be provided by tenderer</i>		<i>To be provided by tenderer</i>	<i>To be calculated during evaluation by municipality</i>
<b>Phase 1: Project Inception &amp; Team establishment</b> <i>(Inception, concept and viability)</i>				
Level 10				
Level 9				
Level 8-6				
<b>Subtotal</b>				
Percentage (%) allocated for stage				

NAME OF BIDDER : \_\_\_\_\_

AUTHORIZED SIGNATURE : \_\_\_\_\_

DATE : \_\_\_\_\_

Consultant: Fee and hours				
Services	Fee per hour	Hours	Total	Percentage (%)
<b><u>Normal Services</u></b>	<i>Fee per hour and hours to be provided by tenderer</i>		<i>To be provided by tenderer</i>	<i>To be calculated during evaluation by municipality</i>
<b>Phase 2: Desktop research, consolidation and strategic analysis of relevant information</b>				
Level 10				
Level 9				
Level 8-6				
<b>Subtotal</b>				
Percentage (%) allocated for stage				

NAME OF BIDDER : \_\_\_\_\_

AUTHORIZED SIGNATURE : \_\_\_\_\_

DATE : \_\_\_\_\_

Consultant: Fee and hours				
Services	Fee per hour	Hours	Total	Percentage (%)
<b><u>Normal Services</u></b>	<i>Fee per hour and hours to be provided by tenderer</i>		<i>To be provided by tenderer</i>	<i>To be calculated during evaluation by municipality</i>
Phase 3: Stakeholder engagement				
Level 10				
Level 9				
Level 8-6				
Subtotal				
Percentage (%) allocated for stage				

NAME OF BIDDER : \_\_\_\_\_

AUTHORIZED SIGNATURE : \_\_\_\_\_

DATE : \_\_\_\_\_

Consultant: Fee and hours				
Services	Fee per hour	Hours	Total	Percentage (%)
<b><u>Normal Services</u></b>	<i>Fee per hour and hours to be provided by tenderer</i>		<i>To be provided by tenderer</i>	<i>To be calculated during evaluation by municipality</i>
<b>Phase 4: Municipal Housing Sector Plan development</b>				
Level 10				
Level 9				
Level 8-6				
<b>Subtotal</b>				
Percentage (%) allocated for stage				

NAME OF BIDDER : \_\_\_\_\_

AUTHORIZED SIGNATURE : \_\_\_\_\_

DATE : \_\_\_\_\_

Consultant: Fee and hours				
Services	Fee per hour	Hours	Total	Percentage (%)
<b><u>Normal Services</u></b>	<i>Fee per hour and hours to be provided by tenderer</i>		<i>To be provided by tenderer</i>	<i>To be calculated during evaluation by municipality</i>
<b>Phase 5: Close Out</b>				
Level 10				
Level 9				
Level 8-6				
<b>Subtotal</b>				
Percentage (%) allocated for stage				

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE : \_\_\_\_\_

<b><u>Ad hoc matters</u></b>	<b>Fee (By Tenderer)</b>	<b>Estimated hours/km</b> <i>(by Municipality)</i>	<b>Cost Estimate (By Tenderer)</b>
Level 10 Rate per Hour	R	10	R
Level 9 Rate per Hour	R	20	R
Level 8-6 Rate per Hour	R	20	R
Travelling Time Level 10 Rate per Hour	R	5	R
Travelling Time Level 9 Rate per Hour	R	5	R
Travelling Time Level 8 - 6 Rate per Hour	R	20	R
Travelling Level 10 Rate per km	R	500	R
Travelling Level 9 Rate per km	R	500	R
Travelling Level 8-6 Rate per km	R	500	R
<b>Total for Ad hoc matters</b>			<b>R</b>

NAME OF BIDDER : \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

<b><u>Recoverable Expenses</u></b>	<b>Fee</b>	<b>Estimated number</b>	<b>Cost Estimate</b>
A4 Black on White	R	2000	R
A4 Coloured	R	200	R
A3 Black on White	R	150	R
A3 Coloured	R	150	R
A2	R	100	R
A1	R	100	R
A0	R	50	R
Binder Set	R	5	R
<b>Total for Recoverable Expenses</b>			<b>R</b>

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

<b><u>SUMMARY</u></b>	
<b>Normal Services (Including all phases)</b>	<b>R</b>
<b>Ad hoc matters</b>	<b>R</b>
<b>Recoverable Expenses</b>	<b>R</b>
<b>TOTAL (excluding VAT)</b>	<b>R</b>
<b>15% VAT</b>	<b>R</b>
<b>TOTAL (including VAT)</b>	<b>R</b>

NAME OF BIDDER : \_\_\_\_\_

AUTHORIZED SIGNATURE : \_\_\_\_\_

DATE : \_\_\_\_\_

## MBD 7.2

**4.5 CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

- - -

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I.....in my capacity as .....  
accept your bid under reference number .....dated.....for  
the rendering of services indicated hereunder and/or further specified in the  
annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms  
and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....  
....

2 .....

## **SECTION 4.6**

### **PRICE ADJUSTMENTS**

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

I accept and approve all of the above.

.....  
SIGNATURE OF TENDERER

**Failure to accept the automatic extension will render the bid non-responsive. Any bidder may at any time withdraw their bid in writing in which case the bid will not be further considered.**

**SECTION 4.7****OMMISSIONS, ALTERATIONS AND ADDITIONS**

## SECTION 4.8

### SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

(Please take note of the 2.5% deduction for Council payment for items as per Clause 1 in the “Special Conditions of Contract” document *as well as the affirmation clause under the Price and Delivery Schedule.*

Should your company ***BE WILLING TO PROVIDE THE 2.5% deduction for payment within 30 days*** as per the payment clause in the Conditions of Contract, then **complete the following.**

**YES**, my company ***IS WILLING TO HAVE THE 2.5%*** taken off of the payment of the items even though the 2.5% will not be taken into account in the adjudication of the tender.

Tenderer’s signature ..... for acceptance of the 2.5% discount

**(Only if tenderer wishes to provide the 2.5% discount)**

## SECTION 4.9

### E-PORTAL DECLARATION

<b><u>It is compulsory to confirm "yes or no" on all line items</u></b>	<b><u>Comply Yes/NO</u></b>
The original document collected from the Municipality must be submitted or, If documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non responsive	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded	
Printed documents must be <u>binded securely</u> according to page numbers to prevent pages getting lost. Missing pages will render the tender non responsive. <u>Do not</u> staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be binded to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
Print the <b><u>Tender document</u></b> on <b><u>both sides</u></b> to save paper and for standardisation.	

**It is compulsory to comply and sign below if the tenderer agrees to the requirements above**

I accept and approve all of the above.

.....  
**SIGNATURE OF TENDERER**

**SECTION 4.10****SUPPORTING DOCUMENTATION FROM TENDERER**

Note :-

(No pricing or pricing adjustment documentation can be attached to the tender  
Any pricing or pricing adjustment documentation which is attached by the tenderer will not be  
considered  
The schedules supplied by Council must be used for all pricing matters.)

## **SCHEDULES**

## SCHEDULE A : FUNCTIONALITY EVALUATION RELATED EXPERIENCE OF BIDDER

(NB: This schedule is used in evaluating Functionality)

### This schedule is compulsory to complete!

The Bidder shall list below or in a separate schedule a statement of those works/services of similar nature, i.e. Development of Municipal Sector Plans (e.g. Housing Sector Plan, Spatial Development Framework, Integrated Development Plan, Water Services Development Plan and Local Economic Development Strategy), which they have satisfactorily completed in the past five years. Information must be provided in the format provided below. It is essential that telephone contact details of references be supplied.

Please Note : Copies of Appointment Letter and the Employer's Reference Letter for Each project must also be attached as proof.

CLIENT NAME	PROJECT NAME	PROJECT VALUE	COMPLETION DATE	CONTACT PERSON

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Authorised Person)

## SCHEDULE B : KEY PERSONNEL QUALIFICATION AND EXPERIENCE

(NB: This schedule is used in Evaluating Functionality)

The Bidder must submit Proposed Team Structure, identifying Project Manager, Project Coordinator and Project Administrator as key personnel available to work on the project. The Bidder shall list below the key personnel to be used on this project.

NAME	POSITION	QUALIFICATIONS	YEARS OF EXPERIENCE
	Project Manager		
	Project Co-ordinator		
	Project Administrator		

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Authorised Person)

## SCHEDULE C : PROCESS

*(This needs to be completed by the tenderer to provide a timeframe in line with project duration)*

HUMAN SETTLEMENT PLAN DEVELOPMENT PROCESS			
PROCESS	HSP DEVELOPMENT PHASE	TIMEFRAME	KEY CONSULTATIONS TO BE CONDUCTED
Pre-Planning Processes	1. HSP Inception process	.....	1. Set up inter-departmental Municipal Project Steering Committee (PSC) to oversee HSP compilation. Must invite Portfolio Councillor(s) responsible for Engineering Services, Transport, Spatial Planning and Housing 2. Invite representation from PDoHS, DEA&DP and other relevant provincial departments to PSC
Analytical and Strategy Planning Processes	2. Situational Analysis and Planning Informants	.....	Desktop and individual consultations with: 1. Municipal officials 2. PDoHS officials 3. DEA&DP officials 4. DLG officials 5. DSD officials 6. Dept of Health officials
	3. Vision and Strategic Framework for Human Settlement	.....	1. Facilitate collaborative planning workshop with relevant officials (Provincial and municipal) 2. Confirm with planning, housing and engineering officials; 3. Endorsement from PSC
	4. Portfolio and Pipeline of HSP Projects	.....	1. Internal engagements with relevant municipal and provincial departments 2. Endorsement from PSC
Approval and Review Processes	5. Draft HSP for comment	.....	1. Submit to PDoHS for comment pre-endorsement; 2. Circulate to officials and PSC for approval; 3. Submit to Portfolio Committees and to Municipal Council for endorsement; 4. Present to IDP Representative Forum for endorsement;
	6. Approval of Final HSP	.....	1. Circulate to officials and PSC for approval 2. Submit to Portfolio Committees and to Municipal Council for approval
<b>TOTAL DURATION TO COMPLETE PROJECT</b>			

**IT0 IS IMPORTANT TO NOTE THAT THE FOLLOWING STAKEHOLDERS NEEDS TO BE CONSULTED DURING THE FOLLOWING PHASES.**

<b>STAKEHOLDER</b>	<b>CONSULTATION PHASE</b>
<b>Municipal Manager</b>	<ul style="list-style-type: none"> <li>• At HSP commencement</li> <li>• As required during HSP process</li> </ul>
<b>Municipal CFO</b>	<ul style="list-style-type: none"> <li>• When required during Phases 2 – 5</li> </ul>
<b>Property Administration</b>	<ul style="list-style-type: none"> <li>• When required during Phases 2 – 5</li> </ul>
<b>Spatial Planning</b>	<ul style="list-style-type: none"> <li>• When required during Phases 1 – 5</li> </ul>
<b>Housing/Human Settlement</b>	<ul style="list-style-type: none"> <li>• Throughout HSP process</li> </ul>
<b>Engineering Services</b>	<ul style="list-style-type: none"> <li>• When required during Phases 1 – 5</li> </ul>
<b>Transport and Planning</b>	<ul style="list-style-type: none"> <li>• When required during Phases 1 – 5</li> </ul>
<b>Strategic Planning (IDP)</b>	<ul style="list-style-type: none"> <li>• When required during Phases 1 – 5</li> <li>• Provide guidance and logistical support during Phase 6 consultations with IDP Rep Forum</li> </ul>
<b>Provincial Government Departments (as listed under Phase 2 of schedule above)</b>	<ul style="list-style-type: none"> <li>• When required during Phases 1 – 5</li> <li>• During Phase 6</li> </ul>
<b>IDP Representative Forum</b>	<ul style="list-style-type: none"> <li>• During Phase 6</li> <li>• At any time, as may be directed by Municipal Manager/delegated authority</li> </ul>
<b>Relevant Portfolio Committee(s) and Mayoral Committee</b>	<ul style="list-style-type: none"> <li>• During Phase 6</li> <li>• During Phase 7</li> </ul>
<b>Municipal Council</b>	<ul style="list-style-type: none"> <li>• During Phase 6</li> <li>• Final approval concludes Phase 7</li> </ul>