

Munisipale Kantoor  
 Privaatsak X12  
**VREDENBURG**, 7380  
 Tel. No.(022) 701-7113  
 Faks No.(022) 715-1304



Municipal Offices  
 Private Bag X12  
**VREDENBURG**, 7380  
 Tel. No.(022) 701-7113  
 Fax No.(022) 715-1304

## TENDER DOCUMENT

<b>TENDER NUMBER</b>	<b>SBM 04/23/24</b>
<b>TENDER DESCRIPTION</b>	<b>APPOINTMENT OF A SERVICE PROVIDER FOR SPECIALIST HYDROGEOLOGICAL SERVICES FOR SALDANHA BAY MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2026.</b>
<b>NAME OF TENDERER</b>	
<b>BUSINESS ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>E-MAIL ADDRESS</b>	
<b>CSD NUMBER</b>	

### SUBMISSION DETAILS:

<b>ADDRESS</b>	TENDER BOX, GROUND FLOOR, BULLER/INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG		
<b>CLOSING DATE</b>	<b>06 OCTOBER 2023</b>	<b>CLOSING TIME</b>	<b>12h00</b>

The document, fully completed in all respects, together with any returnable and additional, supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the project number and description and the closing date and time indicated on the envelope. The sealed envelopes must be inserted into the appropriate official tender box before the closing date and time.

**All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed. The tender document must be completed in black ink,**

**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: Viandro van Wyk**

**Email: [viandro.vanwyk@sbm.gov.za](mailto:viandro.vanwyk@sbm.gov.za)**

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

**Contact Person: Mr. D. Wright**

**Email: [david.wright@sbm.gov.za](mailto:david.wright@sbm.gov.za)**

### **INSTRUCTION: HANDLING OF TENDER DOCUMENT**

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.

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.

Tenders generated from e-Tender:

### **E-TENDER DECLARATION**

#### **It is compulsory to confirm "yes or no" on all line items** **YES/NO**

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. Copied documents where the writing and signatures is unclear and/or copied will render the tender non- responsive	
It is compulsory to complete the document in black ink. Information may not be typed on the document	
Printed documents must be <u>bind 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.	
All Annexures with compulsory attachments must be bound to the back of the document. Failure to submit the complete tender document, Complete Pricing schedule, attach supporting documents and comply to all specifications will render the tender non- responsive.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
If possible, Print the <b><u>Tender document</u></b> on <b><u>both sides</u></b> to save paper and for standardisation.	
<b><u>THIS TENDER DOCUMENT CONSISTS OF 100 PAGES.</u></b> Ensure that the entire document, including all pages are submitted. Missing pages will render the tender non-responsive.	

**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

## **CHECKLIST**

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.

TICK BOX ON 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.
- ☐ Copies of company's municipal account/s or lease agreement
- ☐ Copies of all director/s municipal account/s lease agreement(s) of residence.
- ☐ Registration with professional body (If applicable).
- ☐ Samples Provided (If applicable).
- ☐ All relevant sections complete and signed, and all pages of tender document initialled 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 Originally Certified copy of a valid SANAS approved B-BBEE certificate or a valid B-BBEE affidavit.
- ☐ Proof for claiming points for locality as required in MBD 6.1.
- ☐ Tax-compliant status on CSD.

## **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: \_\_\_\_\_

Capacity: \_\_\_\_\_

## Contents

PART A: INVITATION AND GENERAL INSTRUCTION.....	7
1. Advertisement .....	7
2. Instruction to tenderer: .....	8
PART B: COMPULSORY RETURNABLE DOCUMENTS (SCM RELATED) .....	13
3. MBD 1: INVITATION TO TENDER.....	13
4. MBD 4: DECLARATION OF INTEREST .....	15
5. MBD 6.1 (PREFERENCE POINTS CLAIM FORM) .....	19
6. MBD 8: BIDDER'S PAST PRACTICES.....	24
7. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION .....	27
8. Central Supplier Database (CSD) .....	30
PART C: CONDITIONS OF CONTRACT .....	31
9. General Conditions of Contract (GCC OF 2010).....	31
10. Special Conditions of Contract.....	46
11. Authority to sign bid .....	47
12. CONTRACT FORM: PURCHASE OF GOODS/WORKS/SERVICES (MBD7) .....	54
PART D: SPECIFICATIONS AND PRICING SCHEDULE.....	57
13. Specifications:.....	57
14. Pricing Data.....	83
PART E: OTHER.....	84
1. Price adjustments .....	84
2. Omissions, alterations and additions .....	85
3. Schedule of Variations from Special Conditions of Contract.....	86

4.	Annexures.....	88
----	----------------	----

## **PART A: INVITATION AND GENERAL INSTRUCTION**

### **1. Advertisement**

<b><u>SALDANHABAAI MUNISIPALITEIT</u></b>	<b><u>SALDANHA BAY MUNICIPALITY</u></b>
<b><u>TENDER NOMMER:</u></b> SBM 04/23/24	<b><u>TENDER NUMBER:</u></b> SBM 04/23/24
<b><u>TENDER BESKRYWING:</u></b> AANSTELLING VAN 'N DIENSVERSKAFFER VIR SPESIALIS HIDROGEOLOGIESE DIENSTE VIR SALDANHABAAI MUNISIPALITEIT VIR DIE PERIODE WAT EINDIG 30 JUNIE 2026.	<b><u>TENDER DESCRIPTION:</u></b> APPOINTMENT OF A SERVICE PROVIDER FOR SPECIALIST HYDROGEOLOGICAL SERVICES FOR SALDANHA BAY MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2026
<p>Tender dokumente is beskikbaar om afgelaai te word op die e-Tender publikasie webtuiste <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> of kan alternatiewelik verkry word by Mnr. Christo de Bruyn, Hoofstraat 15, Buller/Beleggingsentrum, Vredenburg vanaf <b>Maandag, 04 September 2023</b>.</p> <p><b>Indien tenders verkry word, moet 'n nie-terugbetaalbare tender deposito van R172.50 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling of bank-gewaarborgde tjek moet aangebied word vir die verkryging van tender dokumente.</b></p> <p>Navrae: Mnr. D. Wright</p> <p>E-pos: <a href="mailto:david.wright@sbm.gov.za">david.wright@sbm.gov.za</a></p> <p>Tenders moet in die tenderbus by die Buller/Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word voor <b>12:00 op 06 Oktober 2023</b> en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.</p> <p>Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie.</p> <p>'n Verpligte inligtingsessie sal plaasvind by die <b>Langebaan Munisipale Raadsaal, Hoek van Bree en Suffren, Langebaan op Dinsdag, 19 September 2023</b> stiptelik om <b>12H00</b>. Geen grasie periode sal toegelaat word nie.</p> <p>Die 80/20 voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygings Beleid, R5/1-23, van 19 Januarie 2023 sal in die beoordeling van hierdie tender gebruik word.</p> <p>'n Geldige inkomstebelasting uitklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet tesame met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).</p> <p>Mnr. H.F. Mettler <b>MUNISIPALE BESTUURDER</b> Saldanhabaai Munisipaliteit Privaatsak X 12 VREDENBURG 7380</p>	<p>Tender documents can be downloaded from the e-Tender publication portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> or alternatively can be collected from Mr. Christo de Bruyn, 15 Main Road, Buller/Investment Centre, Vredenburg from <b>Monday, 04 September 2023</b>.</p> <p><b>If tenders are collected, a non-refundable tender deposit of R 172.50 is payable to Saldanha Bay Municipality. A proof of deposit or bank guaranteed cheque is required for the collection of tender documents.</b></p> <p>Enquiries: Mr. D. Wright</p> <p>Email: <a href="mailto:david.wright@sbm.gov.za">david.wright@sbm.gov.za</a></p> <p>Tenders must be placed in the tender box of the Buller/Investment Centre, Ground Floor, 15 Main Road, Vredenburg, before <b>12:00 on 06 October 2023</b>, in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.</p> <p>The tenders shall be opened in the public after the closing hour. Any or the lowest tender will not necessarily be accepted.</p> <p>A compulsory briefing session will be held at the <b>Langebaan Municipal Council Chambers, corner of Bree and Suffren Road, Langebaan on Tuesday, 19 September 2023</b> promptly at <b>12H00</b>. No grace period will be allowed.</p> <p>The 80/20 preference point system as contained in the Preferential Procurement Policy, R5/1-23, of 19 January 2023 will be used in the adjudication of this tender.</p> <p>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).</p> <p>Mr. H.F. Mettler <b>MUNICIPAL MANAGER</b> Saldanha Bay Municipality Private Bag X 12 VREDENBURG 7380</p>

## **2. Instruction to tenderer:**

### **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.

### **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.

### **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.

### **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 a crossed cheque, cash or payment into Saldanha Bay Municipality's bank account payable to the Saldanha Bay 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.

### **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.

### **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 authorised signatory and returned. Failure to do so will result in the disqualification of the tender.
- b) Tender documents may not be retyped.
- 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 must verify regularly on E-tender and our website whether there are any addendums before submission and addendums must be submitted with the tender document.

## **2.7 Compulsory Documentation**

### **2.7.1 Income Tax Clearance Certificate**

A valid Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Central Supplier Database and are Tax compliant. If the South African Revenue Services (SARS) cannot provide a valid Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order or their tax pin.

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

When applicable, a copy of the bidder's registration and grading certificate with the CIDB must be included with the tender.

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

Business account: SEE MBD 6.1 and call office if any clarification is required (important for claiming preference points).

Director's accounts:

- a) A 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.

## **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.

## **2.9 Site / Information Meetings**

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended the site or information meeting on the specified date.

## **2.10 Samples**

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

## **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.

## **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 at the Ground Floor in the Buller / Investment Centre, 15 Main Road, Vredenburg by not later than 12:00 on the specified closing date.**
- 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.

## **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.

## **2.14 Contact with Municipality after Tender Closure Date**

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

### **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.

### **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.

### **2.17 Supply Chain Management Policy and Regulations**

Bids will be awarded in accordance with the PREFERENTIAL PROCUREMENT POLICY adopted by Council on 19 January 2023, R5/1-23, as well as the Municipality's Supply Chain Management Policy.

### **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.**

### **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.

### **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.

### **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.

## 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 Viandro van Wyk, Tel: 022 701 7168 or e-mail [viandro.vanwyk@sbm.gov.za](mailto:viandro.vanwyk@sbm.gov.za) Enquiries regarding the specifications may be addressed to Mr. David Wright, Tel 022 701 6988 or email at [david.wright@sbm.gov.za](mailto:david.wright@sbm.gov.za).

## 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 INVOICE" 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**

## **PART B: COMPULSORY RETURNABLE DOCUMENTS (SCM RELATED)**

### **3. MBD 1: INVITATION TO TENDER**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SALDANHA BAY MUNICIPALITY</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS OF BUSINESS					
STREET ADDRESS OF BUSINESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN		<b>O</b> CSD No	MAAA.....	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT  [TICK APPLICABLE BOX]	Yes		No	CONTRIBUTOR FACTOR (1 – 10)	
<b>DOCUMENTS REQUIRED AS PRESCRIBED TO CLAIM PREFERENCE POINTS. IF DOCUMENTS ARE NOT PROVIDED AS REQUESTED 0 POINTS WILL BE ALLOCATED.</b>					
ORIGINAL OR ORIGINAL CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A SANAS ACCREDITED AGENCY OR EME OR QSE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF					
MUNICIPAL ACCOUNT OR LEASE AGREEMENT IN THE NAME OF THE BUSINESS OR AN AFFIDAVIT FROM THE OWNER OF THE PROPERTY WHERE OF BUSINESS					
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?</b>		YES OR NO  (Provide proof)		<b>ARE YOU A FOREIGN BASED SUPPLIERS FOR THE GOODS / SERVICES / WORKS OFFERED?</b>	
				YES OR NO  (If yes, answer 3)	
CRS no		TOTAL BID PRICE (Brought forward)			<b>R</b>
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Supply Chain Management		DEPARTMENT	Infrastructure and Planning	
CONTACT PERSON	Viandro van Wyk		CONTACT PERSON	Mr. David Wright	
E-MAIL ADDRESS	viandro.vanwyk@sbm.gov.za		E-MAIL ADDRESS	david.wright@sbm.gov.za	

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE 80/20 PREFERENCE POINT SYSTEM AS CONTAINED IN THE PREFERENTIAL PROCUREMENT POLICY, R5/1-23, OF 19 JANUARY 2023 WILL BE USED IN THE ADJUDICATION OF THIS TENDER.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<div style="text-align: right;"> <input type="checkbox"/>      <input type="checkbox"/> </div>	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES/NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES/NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES/NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES/NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES/NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

**THE MUNICIPALITY RESERVES THE RIGHT TO ACCEPT ALL, SOME, OR NONE OF THE BIDS SUBMITTED EITHER WHOLLY OR IN PART — AND IT IS NOT OBLIGATED TO ACCEPT THE LOWEST BID.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

#### 4. MBD 4: DECLARATION OF INTEREST

DECLARATION OF INTEREST													
1.	No bid will be accepted from persons in the service of the state*.												
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 the 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.	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>												
3.1.	Full Name of bidder or his / 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 / shareholders / members, their individual identity numbers and state employee numbers (where applicable) 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.												
3.9.	Have you been in the service of the state for the past twelve months?											YES / NO	
3.9.1.	If so, 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	

<b>3.10.1.</b>	If so, state particulars.		
<b>3.11.</b>	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>	
<b>3.11.1.</b>	If so, state particulars.		
<b>3.12.</b>	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	<b>YES / NO</b>	
<b>3.12.1.</b>	If so, state particulars.		
<b>3.13.</b>	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	<b>YES / NO</b>	
<b>3.13.1.</b>	If so, furnish particulars.		
<b>3.14.</b>	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?	<b>YES / NO</b>	
<b>3.14.1.</b>	If so, furnish particulars.		
<b>4.</b>	Full details of directors / trustees / members / shareholders:		
<b>COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:</b>			
<b>Full Name</b>	<b>Identity Number</b>	<b>Individual Tax Number for each Director</b>	<b>State Employee Number</b>



<b>4.(continued)</b>	Full details of directors / trustees / members / shareholders:													
<b>COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:</b>														
<b>Full Name</b>	<b>Identity Number</b>										<b>Individual Tax Number for each Director</b>	<b>State Employee Number</b>		
<b>CERTIFICATION</b>														
<b>I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.</b>														
<b>NAME OF ENTERPRISE</b>														
<b>CAPACITY</b>						<b>DATE</b>								
<b>NAME (PRINT)</b>						<b>SIGNATURE</b>								
<sup>1</sup> MSCM Regulations: "in the service of the state" means to be -														
<b>a)</b>	a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces;													
<b>b)</b>	a member of the board of directors of any municipal entity;													
<b>c)</b>	an official or any Municipality or municipal entity;													
<b>d)</b>	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);													
<b>e)</b>	a member of the accounting authority of any national or provincial entity; or													
<b>f)</b>	an employee of Parliament or a provincial legislature.													
<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.														

**THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder (The company)

## 5. MBD 6.1 (PREFERENCE POINTS CLAIM FORM)

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20 PREFERENCE POINT SYSTEM

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

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

#### 1. GENERAL CONDITIONS

##### 1.1 The following preference point system is applicable to invitations to tender:

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

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

- a) Price; and
- b) Specific Goals (B-BBEE status level contribution and Locality).

##### 1.3 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20 (10 BBBEE and 10 Locality)
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

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

##### 1.4.1 B-BBEE

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), 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.

##### 1.4.2 LOCALITY

Failure on the part of tenderer to submit the following:

- where the tenderer is the owner of the property / business:
  - municipal account registered in the name of the tenderer not older than 3 months;
- where the tenderer is not the owner of the property / business:
  - a valid lease agreement; or
  - affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost not older than 3 months.
- where the tenderer submitted incorrect or outdated information (account, lease agreement or affidavit) or none of the above, it will be interpreted to mean that preference points for Locality are not claimed.

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

## 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) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (e) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

$$80/20 \quad P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

### 4.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

$$80/20 \quad P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 5. POINTS AWARDED FOR SPECIFIC GOALS

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

### 5.1 B-BBEE

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

### 5.2 LOCALITY

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Saldanha Bay Municipality	10
Within the boundaries of the West Coast District	5
Within the boundaries of the Western Cape	2
Outside the boundaries of the Western Cape or failure to provide proof	0

## 6. DECLARATION

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

### 6.1 B-BEE-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

B-BBEE Status Level of Contribution: \_\_\_\_\_ (maximum of 10 points)

### 6.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2

LOCALITY: \_\_\_\_\_ (maximum of 10 points)

## 7. DECLARATION WITH REGARD TO COMPANY / FIRM

7.1 Name of company / firm: \_\_\_\_\_

7.2 Company registration number: \_\_\_\_\_

7.3 VAT registration number: \_\_\_\_\_

7.4 Type of company / firm:

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

[TICK APPLICABLE BOX]

7.5 MUNICIPAL INFORMATION

Municipality where business is situated: \_\_\_\_\_

Street address of business:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Registered municipal account number: \_\_\_\_\_

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having

to make less favourable arrangements due to such cancellation;

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

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## 6. MBD 8: BIDDER'S PAST PRACTICES

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	<p>The bid of any bidder may be rejected if that bidder, or any of its directors have:</p> <ul style="list-style-type: none"> <li>a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;</li> <li>b) been convicted for fraud or corruption during the past five years;</li> <li>c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or</li> <li>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).</li> </ul>		
4	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>		
Item	Question	Yes	No
4.1	<p>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?</p> <p><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></p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><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></p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>



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:		
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

☐

No

☐

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the names and addresses of Directors below. If the Bidder has more than 9 Directors, a schedule with names and addresses must also be attached to the tender document.

**Director 1 Name & Address:**

---

---

---

---

**Director 2 Name & Address:**

---

---

---

---

**Director 3 Name & Address:**

---

---

---

---

**Director 4 Name & Address:**

---

---

---

---

**Director 5 Name & Address:**

---

---

---

---

**Director 6 Name & Address:**

---

---

---

---

**Director 7 Name & Address:**

---

---

---

---

**Director 8 Name & Address:**

---

---

---

---

**Director 9 Name & Address:**

---

---

---

---

**Attach page if space insufficient.**

## **7. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) 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. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a) take all reasonable steps to prevent such abuse;
  - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD 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 (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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)

<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.

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. 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.
11. 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.
12. 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

## **8. 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.**

## **PART C: CONDITIONS OF CONTRACT**

### **9. General Conditions of Contract (GCC OF 2010)**

#### **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 fulfilment 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 cancelling 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 wilful 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.

## **10. Special Conditions of Contract**

1. Par 1.2.6(e) supersedes Par 1.25 of the GCC relating to tender documents must be completed in handwriting.
2. A compulsory Site meeting will be conducted.
3. The pricing schedule must be submitted in hard copy and electronic format (USB)
4. It is compulsory to complete form A1, successfully completed projects and Form A2 Demonstrated experience, qualifications, and certification of key personnel.
5. Proof of information provided in Form A1 and A2 must be attached as per Annexure B1 and B2 requirements.
6. Failure to comply with point 2 – 6 above will render the bidder non-responsive.
7. No annual price increase allowed for in the tender and bidders must price as such.

**11. Authority to sign bid**

Compulsory Proof must be provided that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization.

Duly complete and sign authorisation below or attach documentary proof of said authorisation at Annexure "A"

**TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)**

Company (Pty) Ltd. & Ltd.	Please complete <b>section 1</b> below	
Close Corporation (CC)	Please complete <b>section 2</b> below	
Sole Proprietor	Please complete <b>section 3</b> below	
Partnership	Please complete <b>section 4</b> below	
Consortium, Club, Trust, etc.	Please complete <b>section 5</b> below	
Joint Venture	Please complete <b>section 6</b> below	

**THIS SPACE IS INTENTIONALLY LEFT BLANK**



**1. COMPANIES - (PTY) LTD. & LTD.**

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

**PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY**

<b>Date resolution was taken</b>			
<b>Resolution signed by (name and surname)</b>			
<b>Capacity</b>			
<b>Name and surname of delegated authorised signatory</b>			
<b>Capacity</b>			
<b>Specimen signature</b>			
<b>Full name and surname of ALL director(s)</b>			
<b>Is a copy of the resolution attached?</b>	<b>YES</b>		<b>NO</b>

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

## 2. CLOSE CORPORATION (CC)

2.1. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

2.2. A valid resolution must be signed by:

2.2.1. Majority members; or

2.2.2. Member with majority shareholding but only if such shareholding is more than 50%;  
or

2.2.3. Company Secretary.

### PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s) / member (s)			
Is a copy of the resolution attached?	YES		NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON**

I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

**OR**

I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4. PARTNERSHIP**

We, the undersigned partners in the business trading as

\_\_\_\_\_

hereby authorize Mr / Ms \_\_\_\_\_

to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

**The following particulars in respect of every partner must be furnished and signed by every partner:**

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**5. CONSORTIUM / CLUB / TRUST / ETC.**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_

(Name of entity) to act as lead consortium partner and further authorize

Mr / Ms \_\_\_\_\_

to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

**The following particulars in respect of each consortium member must be provided and must be signed by each member:**

Full Name of consortium member	Role of consortium member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

## 6. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms \_\_\_\_\_ authorized signatory of the Company / Close Corporation / Partnership (name) \_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

### 1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

### 2. 2<sup>nd</sup> PARTNER

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

### 3. 3<sup>rd</sup> PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

### 4. 4<sup>th</sup> PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

**NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.**

**A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.**

**12. CONTRACT FORM: PURCHASE OF GOODS/WORKS/SERVICES**  
**(MBD7)**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS. NOTE: THIS FORM WILL ONLY BE SIGNED BY THE PURCHASER AFTER AWARD AND APPEAL/S HAVE BEEN DEALT WITH.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works or to render services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of 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)
    - Technical Specification(s)
    - Preference claims in terms of the Preferential Procurement Regulations 2001
    - Declaration of interest
    - 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 goods and/or works 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. ....

**PURCHASE OF GOODS/WORKS/SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER, THE MUNICIPALITY)**

1. I **Heinrich Mettler** in my capacity as **Municipal Manager**  
accept your bid under reference number **SBM 04/23/24** dated.....for the supply of  
goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions  
of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note (goods  
or works) or after receipt of an invoice (services).

TO BE COMPLETED: GOODS / WORKS

ITEM NO.	PRICE (VAT INCL)	BRAND	DELIVERY PERIOD	POINTS CLAIMED FOR HDI'S (BEE)	POINTS CLAIMED FOR RDP GOALS (Locality)

OR

TO BE COMPLETED: SERVICES

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	POINTS CLAIMED FOR HDI'S (BEE)	POINTS CLAIMED FOR RDP GOALS (Locality)

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

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

NAME (PRINT) .....

SIGNATURE .....

**WITNESSES**

1. ....

2. ....

DATE .....



## **PART D: SPECIFICATIONS AND PRICING SCHEDULE**

### **13. Specifications:**

#### **SCOPE OF WORKS**

#### **SPECIALIST HYDROGEOLOGICAL SERVICES FOR SALDANHA BAY LOCAL MUNICIPALITY**

##### **1. INTRODUCTION**

Saldanha Bay Local Municipality (SBLM) augments their water supply from groundwater resources, especially during the dry summer months. Abstraction at the Langebaan Road wellfield (both wellfield 1A and 1B) as well as the Hopefield wellfield forms part of the phased augmentation of water from groundwater supplies.

In 2019 an application was awarded to SBLM for a Water Use Licence (WUL) to utilise the groundwater resource at the Langebaan Road 1A and 1B wellfields, with specific monitoring requirements forming part of the WUL. An amendment application is currently in process.

In 2023 an application was awarded to SBLM for a Water Use License (WUL) to utilise the groundwater resource at Hopefield wellfield, with specific monitoring requirement forming part of the WUL.

The hydrogeological services required by SBLM include the monitoring and management of the existing wellfields.

The tender period will commence on the date of the signing of the contract till 30 June 2026 to assist SBLM with:

- Specific WUL required groundwater monitoring at the Langebaan Road and extended areas.
- Specific WUL required groundwater monitoring at the Hopefield wellfield and extended areas.
- Review of license as required in WUL for Langebaan Road wellfield. (5-year review)
- Develop a numerical aquifer and wellfield model for Langebaan Road and Hopefield wellfields and recalibrate the models after 2 years.
- Provision of specialist inputs on development applications that involve utilisation of groundwater or developments that could negatively impact on groundwater on an ad hoc basis.
- Water pollution incident reporting on an ad hoc basis.
- Presenting monitoring results at the water monitoring committee meeting and providing secretariat services for the meeting. Update the committee's constitution as required by committee and update monitoring plan when needed.

- Compile the constitution for the Hopefield wellfield water monitoring committee.
- Organising quarterly project meetings and provide secretariat services for the meetings.
- Build and maintain a database in GIS format (currently DASH) and have the necessary software and licensing.
- Appointing of sub-consultants to conduct external audits

## **2. SPECIFIC SERVICES REQUIREMENTS**

The Saldanha Bay Local Municipality requires a competent company to perform groundwater monitoring, reporting and conduct groundwater management at their wellfields, Langebaan Road and the Hopefield.

The successful candidate will show that he/she understands the hydrogeological environment, have a proven track record in groundwater monitoring programmes, specifically related to meeting the WUL requirements, ensuring wellfield sustainability and have the necessary GIS data base available to ensure data gathered to date can built upon.

## 2.1 Deliverables/Requirements

Item		Deliverable	Requirements
1		Project initiation	
	1.1	Familiarize with existing reports and data	Scrutinize existing well field reports, monitoring reports, water monitoring committee minutes, desktop recharge studies and all related information.
2		Groundwater monitoring and reporting	
	2.1	Langebaan Road Aquifer (LRA) Wellfield	<p>Monitoring and reporting as set out in WUL and implemented according to the monitoring plan. The format of reports must be approved by SBM and must conform or surpass current format used. Update GIS database monthly.</p> <p><b>2.1.1 Monthly Internal Monitoring report (36 reports)</b></p> <ul style="list-style-type: none"> <li>• The monthly water level measurements for eight (8) production boreholes and nine (9) monitoring boreholes with a TLC meter;</li> <li>• The monthly water level measurements for nineteen (19) DWS boreholes with a TLC meter, to provide early warnings of potential impacts on the aquifer(s). The number of boreholes could be increased to twenty-five (25) during the contract period should the need arise.</li> <li>• Monthly rainfall for the study area; and</li> </ul> <p><b>2.1.2 Quarterly water quality monitoring reporting (12 reports)</b></p> <ul style="list-style-type: none"> <li>• Quarterly Groundwater quality samples from eight (8) production and ten (10) monitoring boreholes for full water quality parameters. For monitoring boreholes a depth bailer must be utilised. EC profiling must be conducted for all boreholes to determine correct sampling depth. All other monitoring boreholes as per item 2.1.1 will only be tested with the TLC meter. Laboratory testing will be provided by West Coast District Municipality for both SANS 241 – 1:2015 and WULA parameters.</li> </ul>

			<p><b>2.1.3 Quarterly report on physical characteristics of boreholes (12 reports)</b></p> <ul style="list-style-type: none"> <li>Quarterly physical inspection of eight (8) production and three (3) monitoring boreholes and reporting thereof.</li> </ul> <p><b>2.1.4 Bi-Annual water use volume reporting (6 reports)</b></p> <ul style="list-style-type: none"> <li>Individual borehole and total well field water volume abstraction</li> </ul> <p><b>2.1.5 Annual monitoring report to DWS (3 reports)</b></p> <p><b>2.1.6 Annual internal audit (3 reports)</b></p> <ul style="list-style-type: none"> <li>Include Annual update of Monitoring Program/plan</li> </ul> <p><b>2.1.7 Quarterly water quality change reporting for values outside reference conditions (12 reports)</b></p> <p><b>2.1.8 License review (5-year) as per WUL.</b></p> <p><b>2.1.9 Coordinate 6 monthly WUL monitoring committee meetings, present latest data and compile minutes. (6 meetings)</b></p>
	2.2	Hopefield (HPF) Wellfield	<p>Monitoring and reporting as set out in WUL and implemented according to the monitoring plan. The format of reports must be approved by SBM and must conform or surpass current format used. Update GIS database monthly.</p> <p>The site consists of ten (10) production boreholes, six (6) monitoring holes</p> <p><b>2.2.1 Monthly Internal Monitoring report (36 reports)</b></p> <ul style="list-style-type: none"> <li>The monthly water level measurements for ten (10) production boreholes and six (6) monitoring boreholes with a TLC meter;</li> <li>Monthly rainfall for the study area; and</li> </ul>

			<p><b>2.2.2 Quarterly water quality monitoring reporting (12 reports)</b></p> <ul style="list-style-type: none"> <li>Quarterly Groundwater quality samples from ten (10) production boreholes and six (6) monitoring boreholes for full water quality parameters. For monitoring boreholes a depth bailer must be utilised. EC profiling must be conducted for all boreholes to determine correct sampling depth. Laboratory testing will be provided by West Coast District Municipality for both SANS 241 – 1:2015 and WULA parameters.</li> </ul> <p><b>2.2.3 Quarterly report on physical characteristics of boreholes (12 reports)</b></p> <ul style="list-style-type: none"> <li>Quarterly physical inspection of ten (10) production and six (6) monitoring boreholes and reporting thereof.</li> </ul> <p><b>2.2.4 Bi-Annual water use volume reporting (6 reports)</b></p> <ul style="list-style-type: none"> <li>Individual borehole and total well field water volume abstraction</li> </ul> <p><b>2.2.5 Annual monitoring report to DWS (3 reports)</b></p> <p><b>2.2.6 Annual internal audit (3 reports)</b></p> <ul style="list-style-type: none"> <li>Include Annual update of Monitoring Program/plan</li> </ul> <p><b>2.2.7 Quarterly water quality change reporting for values outside reference conditions (12 reports)</b></p> <p><b>2.2.8 Compile constitution for Hopefield Wellfield water monitoring committee</b></p> <p><b>2.2.9 Coordinate 6 monthly WUL monitoring committee meetings, present latest data and compile minutes. (6 meetings)</b></p>
--	--	--	--

3		Develop numerical aquifer and wellfield model	
	3.1	Langebaan Road Aquifer (LRA) Wellfield	<p><b>3.1.1 Develop numerical aquifer and wellfield model for Langebaan Road Aquifer Wellfield</b></p> <p><u>Numerical Modelling of Groundwater Abstraction</u></p> <p>A numerical model of the area using scientific and generally accepted modelling code and software is required to simulate appropriate abstraction scenarios and associated impacts. The results should be intended to guide future abstraction and inform the design of the monitoring plan. The required tasks are outlined as follows:</p> <p>Task 1: Development of a Conceptual model:</p> <ul style="list-style-type: none"> <li>Review available data to develop an acceptably detailed geohydrological conceptual model of the project area. This should include a review of relevant literature, geological characterisation, and collating available data from the site and surrounding areas.</li> </ul> <p>Task 2: Development &amp; calibration of the numerical model:</p> <ul style="list-style-type: none"> <li>Establish and calibrate a site-specific 3-D numerical groundwater flow model representing the aquifer systems at the site.</li> <li>The model build should include both steady state and transient calibration.</li> <li>Describe and quantify the processes that control or influence the movement and storage of groundwater in the geohydrological system.</li> <li>Conduct uncertainty analysis of the model results.</li> </ul> <p>Task 3: Model predictive scenarios and Reporting:</p> <ul style="list-style-type: none"> <li>Design predictive scenarios with various levels of applied stresses that represent anticipated changes over a defined period. Provision should be made for the modelling of 5 different scenarios.</li> <li>Report on the impacts of the wellfield abstraction in terms of drawdown and aquifer flow regime.</li> </ul>

			<ul style="list-style-type: none"> <li>• Use all geohydrological information gained regarding the site to complete the requirements of the groundwater report. The report should, as a minimum requirement, include: <ul style="list-style-type: none"> <li>○ Summary of the conceptual model in terms of parameter ranges and acceptability criteria to ensure the numerical model is 'fit for purpose';</li> <li>○ Summary of input data and analytical results available for the numerical model;</li> <li>○ Numerical model set-up;</li> <li>○ Numerical model calibration (in terms of meeting defined acceptability criteria);</li> <li>○ Numerical model sensitivity and uncertainty testing results;</li> <li>○ Predictive scenario assumptions and set-up;</li> <li>○ Predictive scenario results; and</li> <li>○ Recommendations for monitoring.</li> </ul> </li> </ul> <p><b>3.1.2 Update and recalibrate numerical and wellfield model after 2 years</b></p>
	3.2	Hopefield (HPF) Wellfield	<p><b>3.2.1 Develop numerical aquifer and wellfield model for Hopefield Wellfield</b></p> <p><u>Numerical Modelling of Groundwater Abstraction</u></p> <p>A numerical model of the area using scientific and generally accepted modelling code and software is required to simulate appropriate abstraction scenarios and associated impacts. The results should be intended to guide future abstraction and inform the design of the monitoring plan. The required tasks are outlined as follows:</p> <p>Task 1: Development of a Conceptual model:</p> <ul style="list-style-type: none"> <li>• Review available data to develop an acceptably detailed geohydrological conceptual model of the project area. This should include a review of relevant literature, geological characterisation, and collating available data from the site and surrounding areas.</li> </ul>

			<p>Task 2: Development &amp; calibration of the numerical model:</p> <ul style="list-style-type: none"> <li>• Establish and calibrate a site-specific 3-D numerical groundwater flow model representing the aquifer systems at the site.</li> <li>• The model build should include both steady state and transient calibration.</li> <li>• Describe and quantify the processes that control or influence the movement and storage of groundwater in the geohydrological system.</li> <li>• Conduct uncertainty analysis of the model results.</li> </ul> <p>Task 3: Model predictive scenarios and Reporting:</p> <ul style="list-style-type: none"> <li>• Design predictive scenarios with various levels of applied stresses that represent anticipated changes over a defined period. Provision should be made for the modelling of 5 different scenarios.</li> <li>• Report on the impacts of the wellfield abstraction in terms of drawdown and aquifer flow regime.</li> <li>• Use all geohydrological information gained regarding the site to complete the requirements of the groundwater report. The report should, as a minimum requirement, include: <ul style="list-style-type: none"> <li>○ Summary of the conceptual model in terms of parameter ranges and acceptability criteria to ensure the numerical model is 'fit for purpose';</li> <li>○ Summary of input data and analytical results available for the numerical model;</li> <li>○ Numerical model set-up;</li> <li>○ Numerical model calibration (in terms of meeting defined acceptability criteria);</li> <li>○ Numerical model sensitivity and uncertainty testing results;</li> <li>○ Predictive scenario assumptions and set-up;</li> <li>○ Predictive scenario results; and</li> <li>○ Recommendations for monitoring.</li> </ul> </li> </ul> <p><b>3.2.2 Update and recalibrate numerical and wellfield model after 2 years</b></p>
--	--	--	--



4		Develop database	
	4.1	Langebaan Road Aquifer (LRA) Wellfield	<p><b>4.1.1 Develop a database for Langebaan Road Wellfield (Current database information must also be merged with new database to ensure continuity)</b></p> <p>Database Objectives:</p> <ol style="list-style-type: none"> <li>1. Storage of Field Measurements: The database should be designed to store time-stamped field measurements, including but not limited to manual water level measurements, electrical conductivity measurements, flowmeter readings, and field comments. This will ensure a centralised and organised repository for easy data retrieval and analysis.</li> <li>2. Borehole Attributes Storage: The database should allow for the storage of relevant borehole attributes such as borehole depth, pump depth, logger depth, critical water level, collar height, and borehole location. This information will enable comprehensive analysis and understanding of the hydrogeological properties associated with each borehole.</li> <li>3. Data Integration: The database should facilitate the integration of data from various sources, including water level loggers, telemetry systems, rainfall tipping buckets, and chemistry analysis data from samples. This data integration will provide a holistic view of the groundwater system and its dynamics.</li> <li>4. User-Friendly Interface: The database should include a user-friendly dashboard or similar application that allows users to view and interact with the data. It should provide tables, charts and a spatial front end for easy visualization and analysis, enabling users to derive insights, identify trends and view spatial patterns with ease.</li> </ol>
	4.2	Hopefield (HPF) Wellfield	<p><b>4.2.1 Develop a database for Hopefield Wellfield (Current database information must also be merged with new database to ensure continuity)</b></p> <p>Database Objectives:</p> <ol style="list-style-type: none"> <li>1. Storage of Field Measurements: The database should be designed to store time-stamped field measurements, including but not limited to manual water level measurements, electrical conductivity measurements, flowmeter readings, and field</li> </ol>

			<p>comments. This will ensure a centralised and organised repository for easy data retrieval and analysis.</p> <p>2. Borehole Attributes Storage: The database should allow for the storage of relevant borehole attributes such as borehole depth, pump depth, logger depth, critical water level, collar height, and borehole location. This information will enable comprehensive analysis and understanding of the hydrogeological properties associated with each borehole.</p> <p>3. Data Integration: The database should facilitate the integration of data from various sources, including water level loggers, telemetry systems, rainfall tipping buckets, and chemistry analysis data from samples. This data integration will provide a holistic view of the groundwater system and its dynamics.</p> <p>4. User-Friendly Interface: The database should include a user-friendly dashboard or similar application that allows users to view and interact with the data. It should provide tables, charts and a spatial front end for easy visualization and analysis, enabling users to derive insights, identify trends and view spatial patterns with ease.</p>
5		Borehole management and recommendations	
	5.1	Hopefield Town Boreholes	<p>5.1.1 Test sustainable yield of 2 production boreholes as per SANS 10299-4:2003</p> <p>5.1.2 The monthly water level measurements for two (2) production boreholes (36 reports)</p> <p>5.1.3 Quarterly water quality monitoring reporting for two (2) production holes (12 reports)</p> <ul style="list-style-type: none"> <li>Quarterly Groundwater quality samples from two (2) production boreholes for full water quality parameters. EC profiling must be conducted for all boreholes to determine correct sampling depth. Laboratory testing will be provided by West Coast District Municipality for both SANS 241 – 1:2015 and WULA parameters.</li> </ul> <p>5.1.4 Annual monitoring report (3 reports)</p>

			Note: provision has been made under sub consultants for the appointment of an engineer to provide an assessment report of current infrastructure and recommendations for upgrades needed.
6		Ad Hoc Matters	<p>Provision has been made for Ad Hoc matters and recoverable expenses in the Bill of Quantities.</p> <p>e.g., Provision of specialist inputs on development applications that involve utilisation of groundwater or developments that could negatively impact on groundwater and water incident reporting will be conducted as ad hoc matters.</p>

## Borehole Detail Tables:

**Table 1: General details of boreholes at the Langebaan Road Wellfield**

BH ID	Alternative ID	Latitude	Longitude	Elevation (mamsl)	BH Depth (m)	BH Type
Error! Reference source not found.	G45633	-32.983274	18.190377	41	74	Production
Error! Reference source not found.	G45636	-32.985635	18.189082	42	78	Production
Error! Reference source not found.	G45632	-32.98837	18.188432	45	87	Production
Error! Reference source not found.	G45634	-32.990658	18.186773	44	88	Production
Error! Reference source not found.	-	-32.98856	18.18852	40	84	Monitoring
Error! Reference source not found.	-	-32.98349	18.18939	41	74	Monitoring
Error! Reference source not found.	-	-32.98345	18.19036	42	15.5	Monitoring
Error! Reference source not found.	-	-32.99056	18.18694	46	82	Monitoring

<b>Error! Reference source not found.</b>	-	-32.99088	18.18667	46	15	Monitoring
<b>Error! Reference source not found.</b>	-	-32.992320	18.184950	46	TBC	Monitoring
<b>Error! Reference source not found.</b>	BG00419	-32.978029	18.189837	40	78	Production
<b>Error! Reference source not found.</b>	BG00420	-32.972341	18.192314	39	43	Production
<b>Error! Reference source not found.</b>	BG00421	-32.96737	18.197244	38	72	Production
<b>Error! Reference source not found.</b>	BG00422	-32.970709	18.184804	37	66	Production
<b>Error! Reference source not found.</b>	BG00423	-32.973593	18.205401	54	63	Monitoring
<b>Error! Reference source not found.</b>	BG00424	-32.9706	18.1848	36	66	Monitoring
<b>Error! Reference source not found.</b>	BG00425	-32.97872	18.198892	50	18	Monitoring

**Table 21: General details of boreholes at the Hopefield wellfield**

BH ID	Alternative ID	Latitude	Longitude	Elevation (mamsl)	BH Depth (m)	BH Type
<b>Error! Reference source not found.</b>	BG00524	-33.05222	18.25713	98	80	Monitoring
<b>Error! Reference source not found.</b>	BG00531	-33.03284	18.28295	105	60	Production
<b>Error! Reference source not found.</b>	BG00525	-33.03268	18.282708	105	60	Monitoring
<b>Error! Reference source not found.</b>	BG00530	-33.02378	18.27005	95	100	Monitoring
<b>Error! Reference source not found.</b>	BG00532	-33.03482	18.27491	102	50	Production

<b>Error! Reference source not found.</b>	BG00526	-33.03519	18.27468	102	65	Monitoring
<b>Error! Reference source not found.</b>	BG00535	-33.04604	18.269802	102	55	Production
<b>Error! Reference source not found.</b>	BG00527	-33.04545	18.27055	102	80	Monitoring
<b>Error! Reference source not found.</b>	BG00533	-33.05267	18.26745	106	60	Production
<b>Error! Reference source not found.</b>	BG00528	-33.05268	18.26745	106	80	Monitoring
<b>Error! Reference source not found.</b>	BG00541	-33.04022	18.26551	100	42	Production
<b>Error! Reference source not found.</b>	BG00540	-33.05001	18.2742	107	48	Production
<b>Error! Reference</b>	BG00534	-33.02749	18.27532	98	48	Production

<b>source not found.</b>						
<b>Error! Reference source not found.</b>	BG00537	-33.02387	18.27005	95	53	Production
<b>Error! Reference source not found.</b>	BG00539	-33.04177	18.27277	104	50	Production
<b>Error! Reference source not found.</b>	BG00538	-33.05409	18.27729	105	50	Production

**Table 3: General details of the DWS monitoring boreholes surrounding the Langebaan Road and Hopefield Wellfields**

<b>BH ID</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Elevation (mamsl)</b>	<b>BH Depth (m)</b>	<b>Aquifer</b>	<b>General Area</b>	<b>BH Type</b>
<b>Error! Reference source</b>	-33.00985	18.23050	76	83	Lower	LRA/HPF	Monitoring

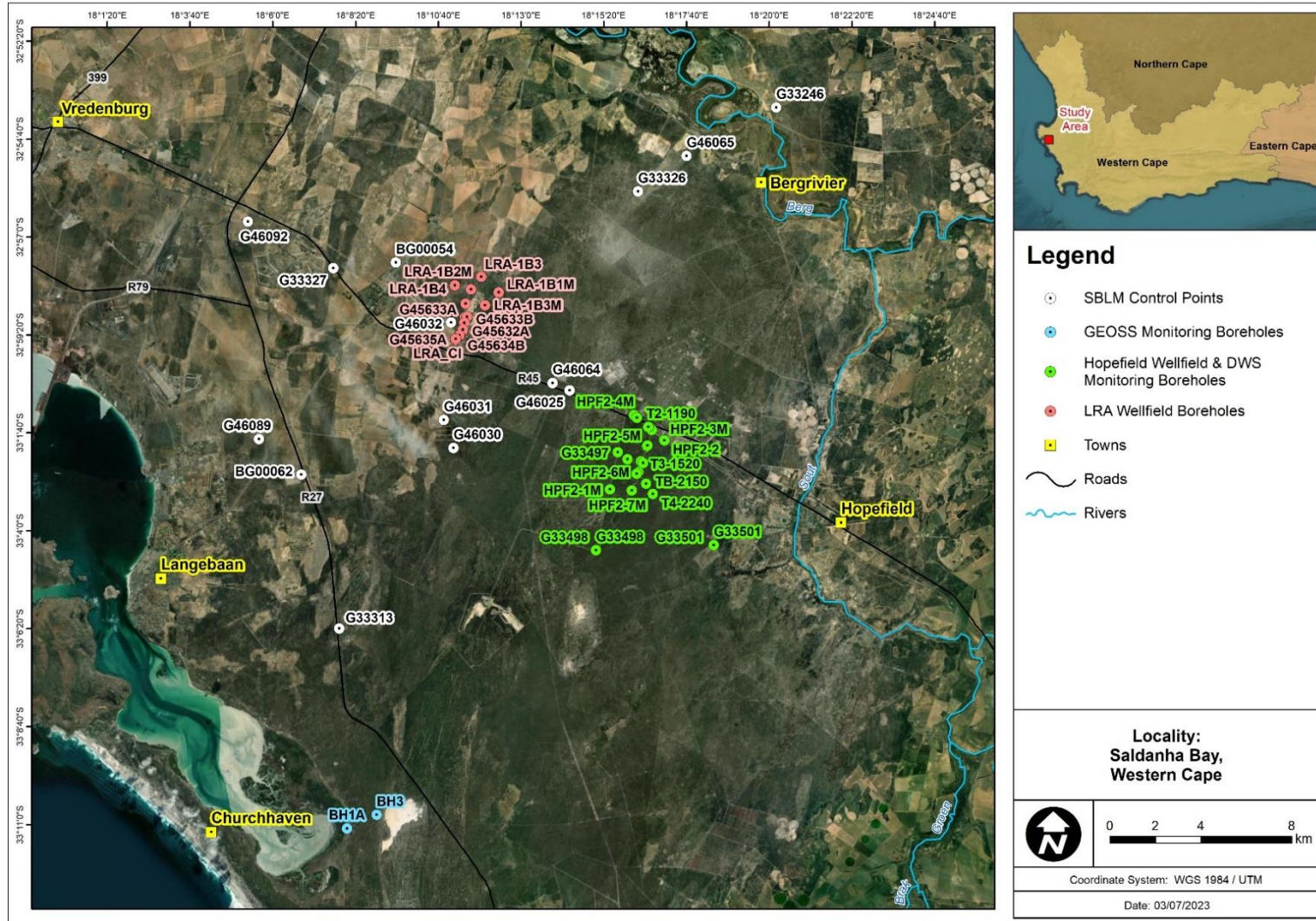


<b>not found.</b>							
<b>Error! Reference source not found.</b>	-33.01272	18.23847	80	65	Upper	LRA/HPF	Monitoring
<b>Error! Reference source not found.</b>	-33.02411	18.17902	54	88	Unknown	LRA	Monitoring
<b>Error! Reference source not found.</b>	-33.03527	18.18360	66	119	Bedrock (shale)	LRA	Monitoring
<b>Error! Reference source not found.</b>	-33.04536	18.11176	23	27	Bedrock (granite)	LRA	Monitoring
<b>Error! Reference source not found.</b>	-33.10663	18.12897	63	57	Upper	LRA	Monitoring
<b>Error! Reference source not found.</b>	-32.94473	18.08762	26	28	Lower	LRA	Monitoring
<b>G46032</b>	-32.98550	18.182900	34	17	Upper	LRA	Monitoring
<b>Error! Reference source</b>	-32.96348	18.12761	42	83	Unknown	LRA	Monitoring

<b>not found.</b>							
<b>Error! Reference source not found.</b>	-32.96146	18.15705	31	45	Unknown	LRA	Monitoring
G46089	-33.03110	18.09193	12	9.20	Upper	LRA	Monitoring
<b>Error! Reference source not found.</b>	-32.90100	18.33653	9	25	Upper	North of Berg River	Monitoring
<b>Error! Reference source not found.</b>	-32.93397	18.27127	37	80	Upper	South of Berg River	Monitoring
<b>Error! Reference source not found.</b>	-32.93397	18.27127	30	34	Lower	South of Berg River	Monitoring
<b>Error! Reference source not found.</b>	-33.03743	18.26099	104	60	Upper	HPF	Monitoring
<b>Error! Reference source not found.</b>	-33.03745	18.26098	104	32	Upper	HPF	Monitoring
<b>Error! Reference source</b>	-33.07605	18.25110	110	75	Upper	HPF	Monitoring

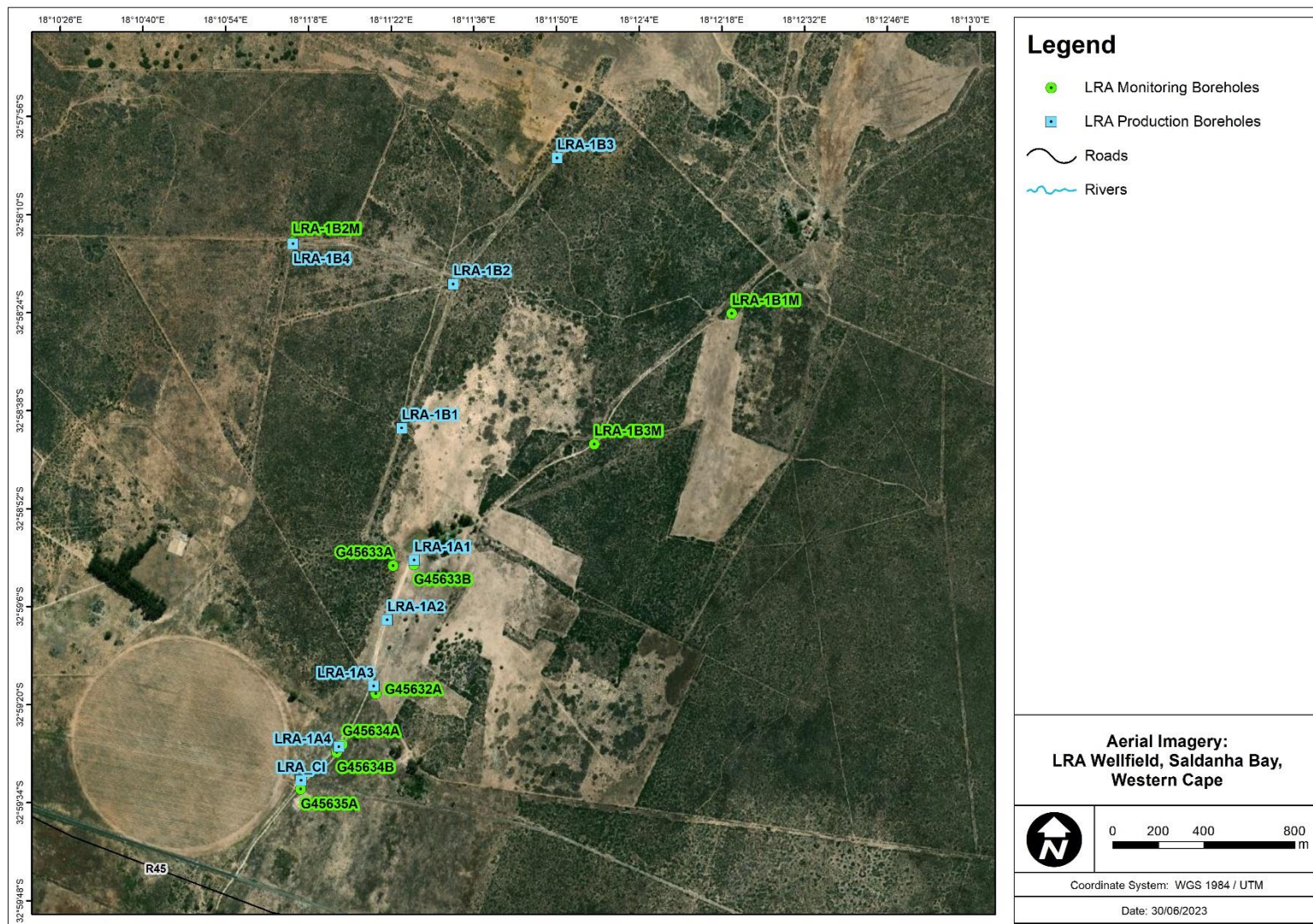
<b>not found.</b>							
<b>Error! Reference source not found.</b>	-33.07607	18.25110	110	43	Upper	HPF	Monitoring
<b>Error! Reference source not found.</b>	-33.07463	18.30582	88	45	Upper	HPF	Monitoring
<b>Error! Reference source not found.</b>	-33.18704	18.13189	2	13	Upper	HPF	Monitoring
<b>Error! Reference source not found.</b>	-33.18171	18.14594	34	60	Upper	HPF	Monitoring

## Borehole Spatial Distribution maps:



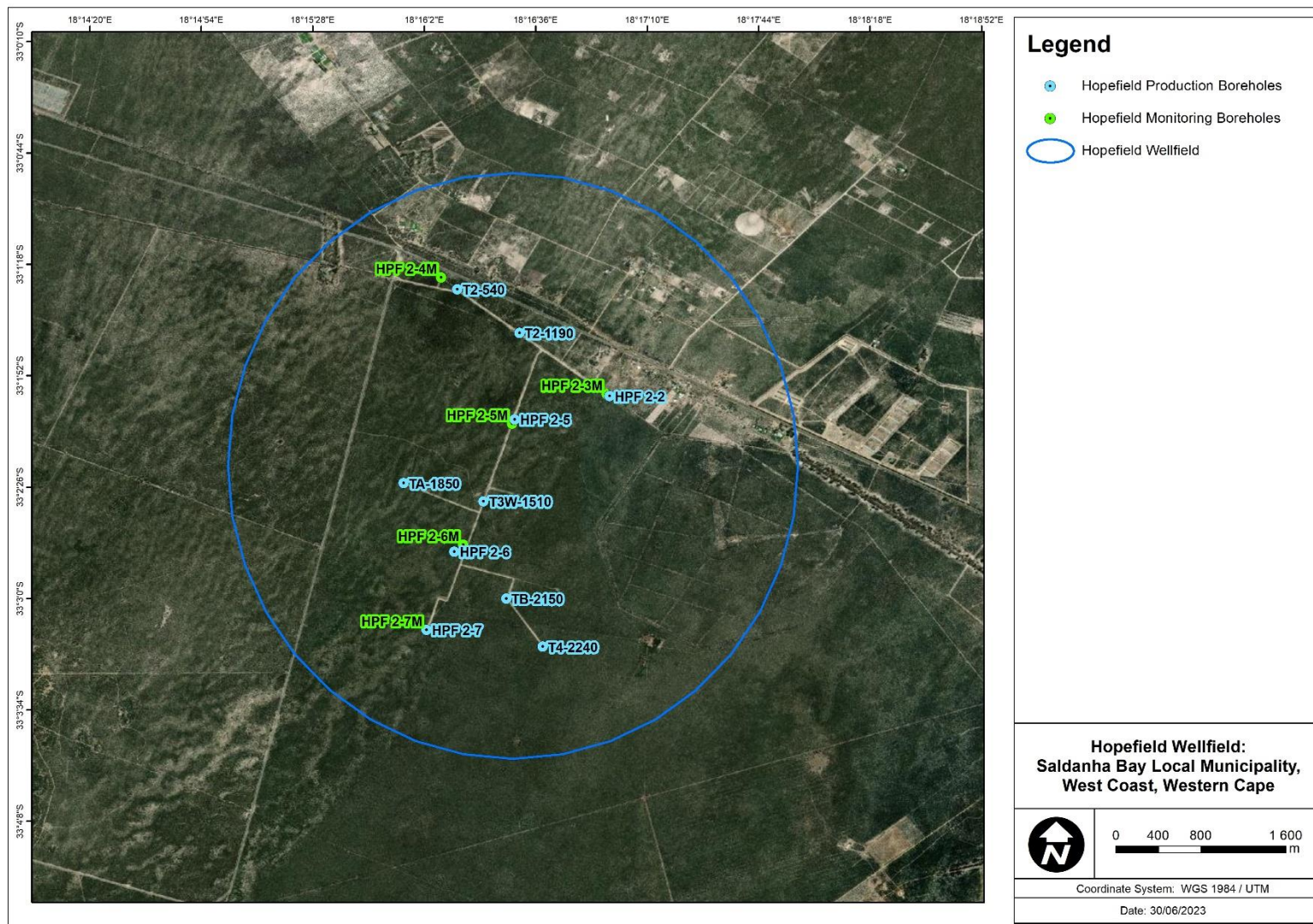
*Map 1: SBLM Monitoring Network including both wellfields and the surrounding DWS Monitoring boreholes*





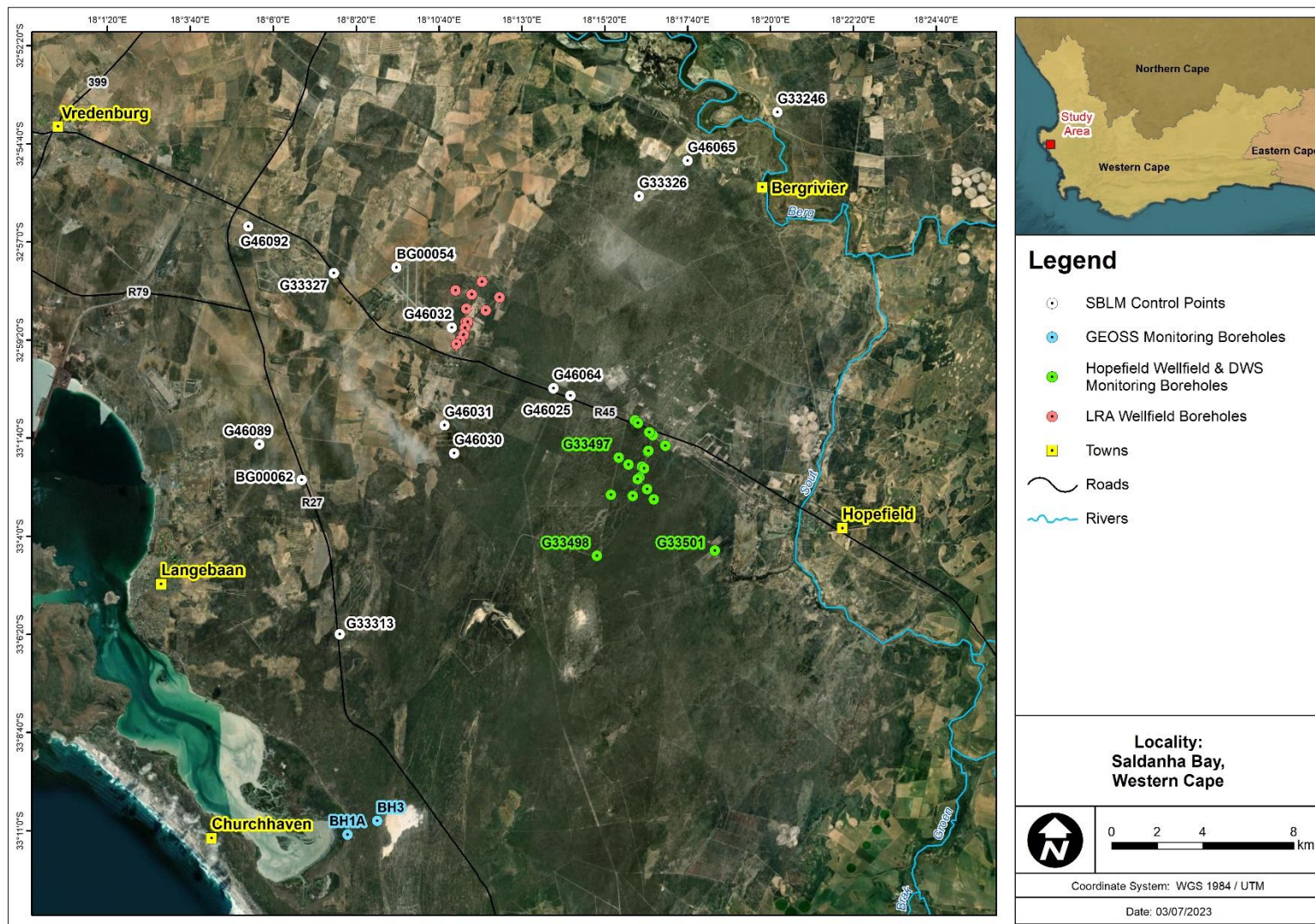
*Map 2: Spatial distribution of Langebaan Road Wellfield boreholes*





*Map 3: Spatial distribution of the boreholes that are part of the Hopefield Wellfield*





*Map 4: Spatial distribution of the DWS monitoring boreholes surrounding the Langebaan Road and Hopefield Wellfield*

## **2.2 Successfully completed projects**

Bidders must complete Form A1, which is a list of the bidder's past work experience in terms of successfully completed projects in the past 10 years, each with a minimum value of R 400 000.00. The value, scope and scale of projects indicated for these purposes must be supplied with signed reference letters from clients/employers.

Tenderers shall list a minimum of 4 successfully completed projects in Form A1 over the past 10 years, with respect to hydrogeological services specifically in relation to coastal aquifers or confined aquifers. Experience must also include wellfield management in accordance with a Water Use License. Experience in numerical and wellfield modelling is crucial to the project and proof of work conducted must include numerical and wellfield modelling.

Proof of relevant projects listed in Form A1 must be attached in the form of reference letters from clients/employers indicating that the stated work was completed to the satisfaction of the client/employer. To be attached after Annexure B1.

Failure to list the required minimum number of projects in Form A1, which satisfies the above-mentioned criteria, and providing the relevant proof as requested will result in the tender to be considered non-responsive.

## **2.3 Demonstrated experience, qualifications, and certification of key personnel**

The work required in terms of the project is considered to require a high level of expertise and it is essential that suitably qualified and experienced personnel be assigned to the project.

Bidders must complete Form A2, for key personnel identified for each listed position to point out experience in similar successfully completed projects, qualifications, and certifications of personnel.

Experience, qualifications, and certifications listed and referenced for the Lead hydrogeologist, hydrogeologist and GIS professional must be specifically for hydrogeological services projects within the past 10 - 15 years. The lead hydrologist can provide services for all categories A – D and the hydrologist only for Category C



and D. The lead hydrologist must sign off on all reports. All work conducted by the GIS professional must be signed off by lead hydrogeologist.

The key personnel shall be suitably qualified and experienced as indicated in the table below.

Designation	Minimum Qualification	Minimum experience post MSc Qualification	Certification
Lead Hydrogeologist	MSc Hydrogeology	10 years	Registered member with the South African Council for Natural Scientific Professions (SACNASP)
Hydrogeologist	MSc Hydrogeology	2 years	Registered member with the South African Council for Natural Scientific Professions (SACNASP)
GIS professional	MSc Geoinformatics	2 years	N/A

All listed personnel are to have the minimum number of years' experience, qualification and certification as indicated above. It is also required from the bidder to provide proof of qualifications, certification and a CV for each key personnel listed on Form A2. To be attached after Annexure B2.

Failure to comply with the requirements or to complete Form A2 will render the tender non-responsive.

#### **2.4 Data Collection and Field Personnel**

Personnel must be able to handle English and Afrikaans speaking stakeholders and landowners in the study area.

Personnel must be able to explain the monitoring and the purpose of aquifer management to an ordinary person. Access to boreholes to be arranged by the successful bidder in collaboration with West Coast District Municipality.

A 4-wheel drive vehicle will be needed to reach some boreholes, especially during the summer months. Provision must be made for this; no additional claims will be entertained.

All data collected must be imported into a GIS data base. Current database is (DASH). A database of similar or superior performance must be implemented and updated as part of the project.

## **2.5 Timelines**

The commence dates for the first contact session/ kick-off meeting will be confirmed, following contract award of the successful bidder.

The monthly and quarterly reports shall commence four (4) weeks after the first session/ kick-off meeting, for the duration of the contract.

## **2.6 Delivery format**

The final accepted reports must be provided to the SBLM appointed Project Manager as One (1) hard copy and soft copy in electronic format (Pdf, MS Word, Excel, etc.) format by email. The GIS database must be available for viewing by Saldanha Bay Municipality and other interested and affected parties.

## **2.7 Data Backup and ownership**

The Contractor shall backup the data and final products for a period of at least one (5) year after the contract finalisation. All data utilised to create and populate the GIS database must be available to SBM for compilation and updating of future GIS data bases to ensure continuity.

The ownership of all data collected and analysed vests with the Saldanha Bay Municipality.

## **2.8 Contract Terms**

Target dates for reports as per Water Use license requirements are non-negotiable. After award of tender a project program must be compiled and approved by SBLM. The program will be utilised to measure performance.

Invoices are to be submitted to SBLM for payment after successful completion of each activity, approval by the Project Manager; as identified in the pricing schedule. No advance payments will be accepted.

SBLM reserves the right to withhold payment, terminate the contract and use another service provider at any time if required services are not achieved.



**FORM A1 SCHEDULE OF WORK CARRIED OUT BY TENDERER**

Bidders must complete Form A1, which is a list of the bidders past work experience in terms of successfully completed projects in the past 10 years, each with a minimum value of R 400 000.00. The value, scope and scale of projects indicated for these purposes must be supplied with signed reference letters from clients/employers.

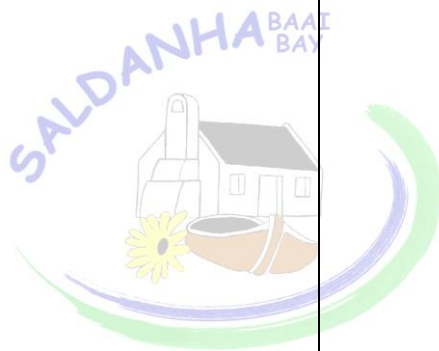
Tenderers shall list a minimum of 4 successfully completed projects in Form A1 over the past 10 years, with respect to hydrogeological services specifically in relation to coastal aquifers or confined aquifers. Experience must also include wellfield management in accordance with a Water Use License. Experience in numerical and wellfield modelling is crucial to the project and proof of work conducted must include numerical and wellfield modelling.

Proof of relevant projects listed in Form A1 must be attached in the form of reference letters from clients/employers indicating that the stated work was completed to the satisfaction of the client/employer. To be attached after Annexure B1.

Failure to list the required minimum number of projects in Form A1, which satisfies the above-mentioned criteria, and providing the relevant proof as requested will result in the tender to be considered non-responsive.

**FORM A1 SCHEDULE OF WORK CARRIED OUT BY TENDERER**

<b>EMPLOYER (NAME, TEL NO, EMAIL)</b>	<b>SCOPE/NATURE OF WORK</b>	<b>VALUE OF WORK</b>	<b>YEAR OF COMPLETION</b>



**FORM A2    PROPOSED KEY PERSONNEL**

The work required in terms of the project is considered to require a high level of expertise and it is essential that suitably qualified and experienced personnel be assigned to the project.

Bidders must complete Form A2, for key personnel identified for each listed position to point out experience in similar successfully completed projects, qualifications, and certifications of personnel.

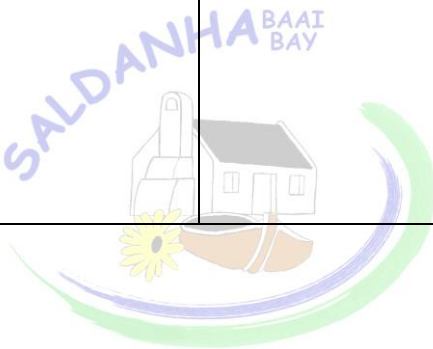
Experience, qualifications, and certifications listed and referenced for the Lead hydrogeologist, hydrogeologist and GIS professional must be specifically for hydrogeological services projects within the past 10 - 15 years. The lead hydrologist can provide services for all categories A – D and the hydrologist only for Category C and D. The lead hydrologist must sign off on all reports. All work conducted by the GIS professional must be signed off by lead hydrogeologist.

All listed personnel are to have the minimum number of years' experience, qualification and certification as indicated above. It is also required from the bidder to provide proof of qualifications, certification and a CV for each key personnel listed in Form A2. To be attached after Annexure B2.

Failure to complete Form A2, which satisfies the above-mentioned criteria, will result in the tender to be considered non-responsive.

**FORM A2 PROPOSED KEY PERSONNEL**

DESIGNATION	NAME AND NATIONALITY	SUMMARY OF QUALIFICATIONS, EXPERIENCE, CERTIFICATION, AND PRESENT OCCUPATION
Lead Hydrogeologist		
Hydrogeologist		
GIS Professional		



#### 14. Pricing Data

The pricing schedule as provided in excel must be completed electronically and submitted in both printed signed hard copy and electronically (USB). The original signed hard copy pricing schedule must be attached after annexure B 3. **It is compulsory to submit both the original signed hard copy and the electronic copy (USB).**

On 1 July 2019 the Cost Containment Regulations, 2019 was implemented. Regulation 5 stipulates the requirements for the appointment of consultants. Pricing must be done on a time and cost basis.

The recommended consultation fees per category is based on the Categories as per Government gazette No 40660 on 3 March 2017. Board Notice 15 of 2017. South African Council for Natural Scientific Professions (SACNASP): Recommended consultation fees. Can be adjusted if an updated version is gazetted during tender stage. Thus, the latest approved SACNASP will be applicable.





**PART E: OTHER****1. Price adjustments**

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically until 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 until all processes have been completed.

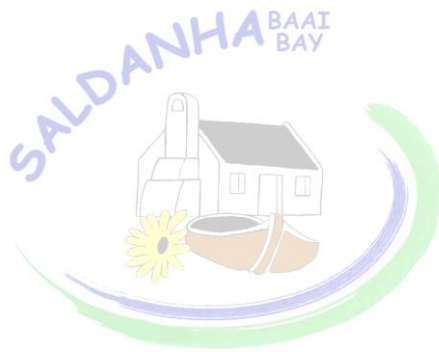
I accept and approve all of the above.

.....  
SIGNATURE OF TENDERER

(Compulsory to sign if the tenderer agrees to the fixed price terms and automatic extension)



2. Omissions, alterations and additions



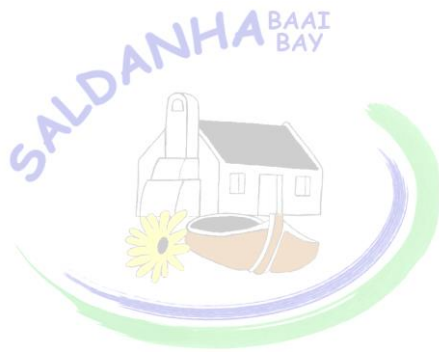
**3. Schedule of Variations from Special Conditions of Contract**

1. Bidders may provide a 2.5% discount for payment made within 30 days of receipt of invoice. Bidder should note that this discount is optional and has no influence on the evaluation or adjudication of bids.
2. Please complete the following should your company BE WILLING TO PROVIDE the 2.5% deduction for payment within 30 days as per clause 1 above:

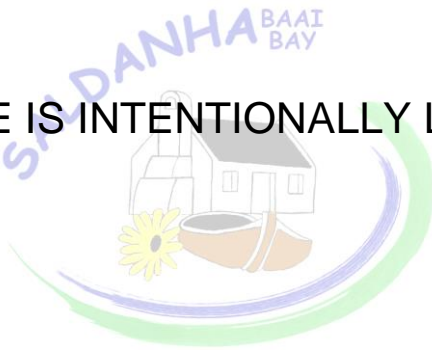
YES, my company IS WILLING TO HAVE THE 2.5% taken off of payment made within 30 days.

Tenderer's signature \_\_\_\_\_ for acceptance of the 2.5% discount.

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



THIS PAGE IS INTENTIONALLY LEFT BLANK



**PART F: ANNEXURES**

**1. ANNEXURE A**

**DOCUMENTS TO ATTACH TO THE TENDER**

**IT IS COMPULSORY TO ATTACH ALL REQUESTED  
DOCUMENTATION OF ALL ANNEXURES BELOW AFTER EACH PAGE**

NAME OF TENDERER: .....

**ENSURE THAT THE TENDER DOCUMENT IS NEATLY AND SECURELY BOUND. ATTACH ALL  
COMPULSORY REQUIRED DOCUMENTS TO THE BACK OF EACH ANNEXURE PAGE AS  
REQUESTED**

- **Do not insert pages between the tender document. It is not allowed.**
- Attach all documentation to the back of each Annexure category
- The Annexures must be re-assembled according to page numbers
- Write the name of the tenderer in Black ink on the top of each page.
- The tender document requirements will govern if a document required in the tender document is, by mistake, not included in the Annexure pages (attachment) schedule.
- Please attach documents in the same sequence requested per line item.

**Attach directly after this page the following:**

- Valid SARS certificate
- Valid, original OR originally certified SANAS BBBEE certificate /Affidavit
- **Latest Municipal Account / lease agreement of company (The tenderer)**
- **Latest Municipal Accounts / lease agreements of residence of all directors as noted, and corresponds in the MBD 8**
- ID Documents of owners or/and directors
- CIPRO documents (Company Registration Forms)
- Resolution of signatory to sign tender on behalf of the company

I confirm that all requested documents are attached

.....  
Signature of tenderer



THIS PAGE IS INTENTIONALLY LEFT BLANK

## 2. ANNEXURE B.1

NAME OF TENDERER: .....

### SUCCESSFULLY COMPLETED PROJECTS

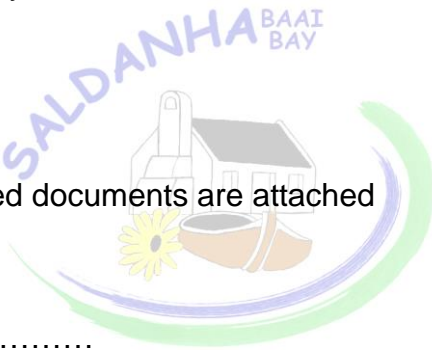
IT IS COMPULSORY TO ATTACH THE FOLLOWING DOCUMENTATION TO THE TENDER

#### Attach directly after this page the following:

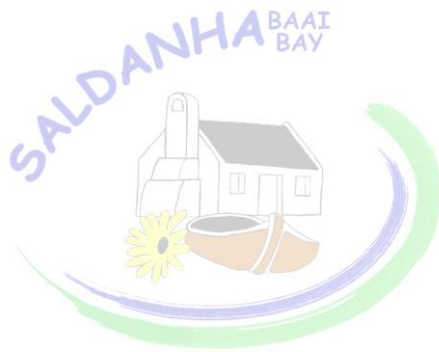
- reference letters from clients/employers indicating that the stated work in form A1 was completed to the satisfaction of the client/employer.

I confirm that all requested documents are attached

.....  
Signature of tenderer



THIS PAGE IS INTENTIONALLY LEFT BLANK





### 3. ANNEXURE B.2

NAME OF TENDERER: .....

#### **DEMONSTRATED EXPERIENCE, QUALIFICATIONS, AND CERTIFICATION OF KEY PERSONNEL**

**IT IS COMPULSORY TO ATTACH THE FOLLOWING DOCUMENTATION TO THE TENDER**

**Attach directly after this page the following:**

- CVs of all personnel listed in Form A2.
- Certified copy of qualifications of all personnel listed in Form A2
- Certified copy of SACNASP certification for all personnel listed in Form A2

I confirm that all requested documents are attached

.....  
Signature of tenderer

