

**TENDER NO. SBM 59/24/25**

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

## APPOINTMENT OF A SERVICE PROVIDER FOR SPECIFIED HUMAN SETTLEMENT PROJECTS IN THE MUNICIPAL AREA

|                           |         |
|---------------------------|---------|
| <b>ESTIMATED DURATION</b> | 7 YEARS |
| <b>CIDB GRADING</b>       | 9GB     |
| <b>NHBRC REGISTERED</b>   | YES     |
| <b>NAME OF TENDERER</b>   |         |
| <b>BUSINESS ADDRESS</b>   |         |
| <b>TELEPHONE NUMBER</b>   |         |
| <b>CSD NUMBER</b>         |         |

**SUBMISSION DETAILS:**

|                     |   |                     |       |                   |  |
|---------------------|---|---------------------|-------|-------------------|--|
| <b>ADDRESS</b>      | TENDER BOX, GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG |                     |       |                   |  |
| <b>CLOSING DATE</b> | 3 OCTOBER<br>2025   | <b>CLOSING TIME</b> | 12H00 | <b>TENDER BOX</b> | GROUND FLOOR,<br>INVESTMENT<br>CENTRE, 15 MAIN<br>ROAD, VREDENBURG |

# SALDANHA BAY MUNICIPALITY

TENDER NO. SBM 59/24/25

## APPOINTMENT OF A SERVICE PROVIDER FOR SPECIFIED HUMAN SETTLEMENT PROJECTS IN THE MUNICIPAL AREA GENERAL TENDER INFORMATION

- TENDER ADVERTISEMENT DATE** : 30 August 2025
- CLOSING DATE** : 3 October 2025
- CLOSING TIME** : 12h00
- CLOSING VENUE** : **Tender Box:**  
GROUND FLOOR, INVESTMENT  
CENTRE, 15 MAIN ROAD,  
VREDENBURG
- CLARIFICATION MEETING** : A compulsory information session will take place at the Municipal Council Chamber, situated at 12 Main Road, Vredenburg on **Wednesday, 10 September 2025 promptly at 12H00. No grace period will be allowed.**
- TENDER SUBMISSION** : The tender document, fully completed in all respects, together with a valid Tax Clearance certificate plus any returnable and additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the **tender number and title** 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.

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**APPOINTMENT OF A SERVICE PROVIDER FOR SPECIFIED HUMAN SETTLEMENT  
PROJECTS IN THE MUNICIPAL AREA**

## **The Tender (Part T)**

**PART T1 Tender Procedures**

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

**PART T2 Returnable Documents (All documents / schedules are returnable)**

- T2.1 List of Returnable Schedules Required for Tender Evaluation
- T2.2 Other documents that will be incorporated into the contract
- T2.3 Returnable Schedules that will be incorporated in the contract

TENDER NO. SBM 59/24/25

**APPOINTMENT OF A SERVICE PROVIDER FOR SPECIFIED HUMAN SETTLEMENT  
PROJECTS IN THE MUNICIPAL AREA**

**Tender Notice and Invitation to Tender (T1.1)**

| <u>SALDANHABAAL MUNISIPALITEIT</u>  | <u>SALDANHA BAY MUNICIPALITY</u>   |
|---|--|
| <b>TENDER NOMMER:</b> SBM 59/24/25  | <b>TENDER NUMBER:</b> SBM 59/24/25   |
| <b>TENDER BESKRYWING:</b> AANSTELLING VAN 'N DIENSVERSKAFFER VIR STAATSUBSIDIEERDE BEHUISNGSPROJEKTE IN DIE MUNISIPALE AREA   | <b>TENDER DESCRIPTION:</b> APPOINTMENT OF A SERVICE PROVIDER FOR SPECIFIED HUMAN SETTLEMENT PROJECTS IN THE MUNICIPAL AREA   |
| 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 Mev. Rosaire Farmer, Hoofstraat 15, Beleggingsentrum, Vredenburg vanaf <b>Maandag, 1 September 2025</b> .  | 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 Mrs. Rosaire Farmer, 15 Main Road, Investment Centre, Vredenburg from <b>Monday, 1 September 2025</b> .   |
| 'n Nie-terugbetaalbare tenderdeposito van R 295,00 betaalbaar aan 'n kassier by Saldanhabaai Munisipaliteit of via EFT (Saldanhabaai Munisipaliteit; Standard bank; rekeningnommer 083290044; takkode 051001). Bewys van betaling sal vereis word by afhaal van die tenderdokumente. Bodnommer moet as betalingsverwysing gebruik word met naam van begunstigde.  | A non-refundable tender deposit of R 295,00 payable to a cashier at Saldanha Bay Municipality or via EFT (Saldanha Bay Municipality; Standard bank; account number 083290044; branch code 051001). Proof of payment will be required upon collection of the tender documents Bid number to be used as payment reference with name of payee.                                |
| Navrae: Mnr. R. Groenewald en Me. N. Qolo<br>E-pos: <a href="mailto:ryan.groenewald@sbm.gov.za">ryan.groenewald@sbm.gov.za</a> en <a href="mailto:neliswa.qolo@sbm.gov.za">neliswa.qolo@sbm.gov.za</a>  | Enquiries: Mr. R. Groenewald and Ms. N. Qolo<br>Email: <a href="mailto:ryan.groenewald@sbm.gov.za">ryan.groenewald@sbm.gov.za</a> and <a href="mailto:neliswa.qolo@sbm.gov.za">neliswa.qolo@sbm.gov.za</a>   |
| Tenders moet in die tenderbus by die Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word <b>voor 12H00 op Vrydag, 3 Oktober 2025</b> en moet in 'n geseelde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.   | Tenders must be placed in the tender box at the Investment Centre, Ground Floor, 15 Main Road, Vredenburg, <b>before 12H00 on Friday, 3 October 2025</b> , in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.  |
| Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie. Die 90/10 voorkeur-puntstelsel soos vervat in die Voorkeur Verkrygings Beleid, R8/5-25, van 29 Mei 2025 sal in die beoordeling van hierdie tender gebruik word.   | The tenders shall be opened in the public after the closing hour. Any or the lowest tender will not necessarily be accepted. The 90/10 preference point system as contained in the Preferential Procurement Policy, R8/5-25, of 29 May 2025 will be used in the adjudication of this tender.   |
| Funksionaliteit sal gebruik word as maatstaf om in aanmerking te kom vir die tender. Dit hou verband met die tenderaar se vermoë om 'n gehalte diens aan die munisipaliteit te verskaf. Tenderaars wat nie voldoen aan die funksionaliteit kriteria (minimum punte), sal dus nie oorweeg word vir verdere evaluering nie. Die tenderaar moet by die CIDB geregistreer wees met 'n <b>9GB</b> gradering. | Functionality will be evaluated as an eligibility criterion. The eligibility criteria relate to the bidder's ability to provide a quality service to the municipality. Bidders that do not meet the functionality criteria (minimum score) will therefore not be considered for further evaluation. The tenderer must be registered at the CIDB with a <b>9GB</b> grading. |
| 'n Verpligte inligtingsessie sal plaasvind in die Munisipale Raadsaal, geleë te Hoofstraat 12, Vredenburg op <b>Woensdag, 10 September 2025 stiptelik om 12H00. Geen grasie periode sal toegelaat word nie.</b>   | A compulsory information session will take place at the Municipal Council Chamber, situated in 12 Main Road, Vredenburg on <b>Wednesday, 10 September 2025 promptly at 12H00. No grace period will be allowed.</b>   |
| '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).   | 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).   |
| Mnr. H. Mettler<br>MUNISIPALE BESTUURDER<br>Munisipaliteit Saldanhabaai<br>Privaatsak X 12<br>Vredenburg<br>7380  | Mr. H. Mettler<br>MUNICIPAL MANAGER<br>Saldanha Bay Municipality<br>Private Bag X 12<br>VREDENBURG<br>7380   |

## Tender Data (T1.2)

|                      |   |  |
|----------------------|---|--|
| <b>Clause number</b> | The Conditions of Tender are <b>The Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019</b> of the <b>CIDB Standard for Uniformity (2019) in Engineering and Construction Works Contracts</b> . The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.   |  |
| C.1.1                | <b>The Employer is:</b><br>SALDANHA BAY MUNICIPALITY<br>Department: Human Settlements<br>Private Bag X12<br><u><b>Vredenburg</b></u><br>7380  |  |
| C.1.2                | The Tender documents issued by the Employer comprise:<br><b><u>The Tender</u></b><br><b>Part T1: Tender Procedures</b><br>T1.1 Tender notice and invitation to Tender<br>T1.2 Tender data<br><b>Part T2 : Returnable Documents</b><br>T2.1 List of Returnable Schedules Required for Tender Evaluation<br>T2.2 Other documents required for tender evaluation purposes<br>T2.3. Returnable Schedules that will be Incorporated in the Contract<br><b><u>The Contract</u></b><br><b>Part C1: Agreement and contract data</b><br>C1.1 Form of acceptance<br>C1.2 Contract data<br>C1.3 Performance guarantee<br>C.1.4. Forms of Insurance<br>C1.5 Objections and Complaints form<br><b>Part C2: Pricing data</b><br>C2.1 Pricing instructions<br>C2.2 Schedule of activities<br><b>Part C3: Scope of work</b><br>C3.1 Description of works<br>C3.2 General requirements (Housing Projects): Norms and Standards |  |
| C.1.4                | The Employer's agent is:<br><br>Name: <b>Mr. R. Groenewald or<br/>Ms. N. Qolo</b><br><br>Tel: 022 701 6934  | Address: Administration Building<br>12 Main Road<br>Vredenburg, 7380 |
| C.1.5.2              | Removed   |  |
| C.1.5.3              | Removed   |  |

|   |  |   |   |
|---|--|---|---|
| C.1.6.2   | Removed  |   |   |
| C.1.6.3   | Removed  |   |   |
| C.2.2   | <p>Add:<br/>Cost of Tender Documents</p> <p>Tender documents can be downloaded from the eTender publication portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> 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.</p>  |   |   |
| C.2.7   | <p>Add:<br/>Site / Information Meetings</p> <p>Site or information meetings are compulsory. Bids will not be accepted from bidders who have not attended the site or information meeting on the specified date.</p> <p>A compulsory clarification meeting will be held on Wednesday, 10 September 2025 at 12H00.</p>   |   |   |
| C.2.8   | <p>Request for clarification of the tender document, if necessary, please notify the employer at least seven (7) working days before the closing time <b>per e-mail</b> to both the following persons:</p> <table border="1" data-bbox="311 952 1428 1064"> <tr> <td>R. Groenewald<br/>Senior Manager: Human Settlements<br/>Email: <a href="mailto:ryan.groenewald@sbm.gov.za">ryan.groenewald@sbm.gov.za</a></td> <td>Mr. A. Plaatjies<br/>Chief Accountant: Compliance (SCM)<br/>Email: <a href="mailto:anarood.plaatjies@sbm.gov.za">anarood.plaatjies@sbm.gov.za</a></td> </tr> </table>  | R. Groenewald<br>Senior Manager: Human Settlements<br>Email: <a href="mailto:ryan.groenewald@sbm.gov.za">ryan.groenewald@sbm.gov.za</a> | Mr. A. Plaatjies<br>Chief Accountant: Compliance (SCM)<br>Email: <a href="mailto:anarood.plaatjies@sbm.gov.za">anarood.plaatjies@sbm.gov.za</a> |
| R. Groenewald<br>Senior Manager: Human Settlements<br>Email: <a href="mailto:ryan.groenewald@sbm.gov.za">ryan.groenewald@sbm.gov.za</a> | Mr. A. Plaatjies<br>Chief Accountant: Compliance (SCM)<br>Email: <a href="mailto:anarood.plaatjies@sbm.gov.za">anarood.plaatjies@sbm.gov.za</a>  |   |   |
| C.2.9   | <p>Add:<br/>INSURANCE, POSSESSION AND RISK</p> <p>The service provider accepts possession, subject and limited to the intent and purpose of this Contract, of demarcated area/s of SALDANHA BAY land on the agreed commencement date, from which date the service provider shall be liable to take out appropriate risk insurance, public liability, professional indemnity insurance, but not limited to the latter pertaining to its activities within the demarcated area/s.</p> <p>The service provider shall take out adequate insurance cover against all risks assumed by it in terms of this Contract and to fulfill its obligations in terms of clause above, before the commencement of the works and for the duration of this Contract and deliver proof of such insurance to SALDANHA BAY from time to time, including proof of the due payment of all premiums due from time to time. The contractor shall cede all its rights in the said insurance policy to SALDANHA BAY for the duration of this Contract.</p> <p>The service provider shall not be liable for the payment of any other rates, taxes, service charges, and/or any levies imposed by SALDANHA BAY and/or any local and/or any other competent authority upon or in connection with the property and/or the improvements to be erected thereon.</p> |   |   |
| C.2.10.2  | <p>Add:</p> <p>Housing subsidy quantum amount is inclusive of VAT (standard-rate or zero-rate where applicable). All relevant VAT legislation will be applicable on this Contract, this may result in different VAT rates being charged on for example on top structures and services. The VAT treatment of top structures in terms of the Housing Act is that the building of top structures in housing development schemes that qualify under the Housing Act is zero-rated for VAT purposes. Therefore, service providers building the top structures should issue zero-rated VAT invoices for goods and services supplied in respect of these part of the housing project. Other parts of the project such as underground infrastructure/services are standard rated for VAT.</p>  |   |   |

|          |   |
|----------|---|
| C.2.10.3 | Amend:<br>Provide pricing information in the format requested in this tender document and as agreed during the duration of the contract.  |
| C.2.10.4 | Removed   |
| C.2.11   | Add:<br>Any ambiguity has to be cleared with the contact person for the tender before the tender closure.   |
| C.2.12   | Removed   |
| C.2.13.2 | Amend:<br>Return all returnable documents to the employer after completing them in their entirety in writing legibly in non-erasable ink.   |
| C.2.13.3 | Amend:<br>Submit the tender offer communicated as an original plus three (3) copies with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.  |
| C.2.13.6 | Replace:<br>The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:   |
|          | Location of Tender box: <b>SALDANHA BAY MUNICIPALITY, Investment Centre, Ground Floor, 15 Main Road, Vredenburg, 7380.</b>  |
|          | Physical address: <b>Municipal offices, Investment Centre, 15 Main Road, Vredenburg, 7380.</b>  |
|          | Identification details: <b>TENDER SBM 59/24/25: APPOINTMENT OF A SERVICE PROVIDER FOR SPECIFIED HUMAN SETTLEMENT PROJECTS IN THE MUNICIPAL AREA</b>   |
| C.2.15.1 | Amend:<br>The closing time for submission of Tender offers is <b>12H00 on Friday, 3 October 2025. Note: Telephonic, telegraphic, facsimile or emailed Tender offers will not be accepted.</b>   |
| C.2.16   | The Tender offer validity period is <b>eighty-four (84) days.</b>   |
| C.2.16.3 | Amend:<br>Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.   |
| C.2.17   | Amend:<br>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.<br>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer should the Employer elect to do so. |
| C.2.18   | Removed   |
| C.2.20   | Replace:<br>All securities, bonds, guarantees, policies and certificates of insurance required, must be provided in terms of the conditions of the contract identified in the tender and contract data.   |

|         |   |
|---------|---|
| C.2.23  | <p>Add:</p> <p>The Tenderer is required to submit with this Tender.</p> <ol style="list-style-type: none"><li>1) A valid tax clearance certificate issued by the South African Revenue Services.</li><li>2) Qualification certification of the proposed project engineer or team and the professional registration as required.</li><li>3) B-BBEE status level certificate.</li><li>4) Other, if required in this tender document.</li></ol> <p>Locality documentation (municipal accounts and/or lease agreements of the company and executive directors).</p> |
| C.3.4.1 | <p>Replace:</p> <p>The time and location for opening of the tender in public is: <b>Friday, 3 October 2025 at 12H00, SALDANHA BAY MUNICIPALITY, Council Chamber, 12 Main Road, Vredenburg.</b> Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p>   |
| C.3.5   | Removed.  |
| C.3.9   | Removed.  |

C.3.11.1

Add:

C.3.11.1.1 The tender will be evaluated in terms of pre-qualification (functionality), price and preference.

C.3.11.1.1.1 Functionality criteria – Tenderers must obtain a minimum of 60% per category as listed in table below and an overall minimum score of 70 points to be considered for financial evaluation.

| <b>SUMMARY OF FUNCTIONALITY</b>           | <b>SCORING</b>    |
|---|-------------------|
| Expertise of Key Personnel                | <u>50</u>         |
| Track Record and Experience of the Bidder | <u>30</u>         |
| Proposed approach and Methodology         | <u>20</u>         |
| <b>TOTAL</b>                              | <b><u>100</u></b> |

**Note: A minimum score of 70% per functionality criteria per category must be scored as well as 70% average score or above to pass functionality. Only tenderers who passed the functionality will be evaluated further.**

| Functionality criteria  | Evaluation criteria   | Maximum score |
|---|---|---------------|
| <b>EXPERTISE OF KEY PERSONNEL</b>   |   | <b>50</b>     |
| <b><u>COMPOSITION OF A LEAD PERSON'S ON THE PROFESSIONAL TEAM TO MANAGE FEASIBILITY STUDIES AND THE HOUSING APPLICATION PROCESS (PLANNING PROCESS) - 30 points</u></b>  |   |               |
| Lead Professional Town Planner/s (SACPLAN) Experience (5)<br><b>FORM 2.1.5 TO BE COMPLETED</b><br>Relevant experience is described below. <ul style="list-style-type: none"> <li>CV and Registration certificate as Professional Town Planner/s (SACPLAN) with number of years relevant experience in human settlement development</li> </ul>   | Based on accumulative years of relevant experience: <ul style="list-style-type: none"> <li>10 Years or more – 5 points</li> <li>Between 8 and 9 years – 4 points</li> <li>Between 5 and 7 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul> | 5             |
| Lead Civil Engineer Experience (5)<br><b>FORM 2.1.5 TO BE COMPLETED</b><br>Relevant experience is described below. <ul style="list-style-type: none"> <li>CV and registration of a Civil Engineer registered as Pr. Eng. with number of years, or a Civil Engineering Technologist registered as Pr. Eng Tech with number of years' experience in human settlement development</li> </ul> | Based on accumulative years of relevant experience: <ul style="list-style-type: none"> <li>10 Years or more – 5 points</li> <li>Between 8 and 9 years – 4 points</li> <li>Between 5 and 7 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul> | 5             |
| Lead Environmental Consultant Experience (5)<br><b>FORM 2.1.5 TO BE COMPLETED</b><br>Relevant experience is described below.  | Based on accumulative years of relevant experience: <ul style="list-style-type: none"> <li>10 Years or more – 5 points</li> <li>Between 8 and 9 years – 4 points</li> </ul>   | 5             |

|  |  |   |
|--|--|---|
| <ul style="list-style-type: none"> <li>CV and registration certificate of Environmental Consultant with number of years' experience</li> </ul>   | <ul style="list-style-type: none"> <li>Between 5 and 7 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul>   |   |
| <p>Lead Social Development Facilitator Experience (3)</p> <p><b>FORM 2.1.5 TO BE COMPLETED</b></p> <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration certificate of Social Development Facilitator with number of years' experience as facilitator in human settlement project implementation</li> </ul> | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>10 Years or more – 3 points</li> <li>Between 8 and 9 years – 2 points</li> <li>Between 5 and 7 years – 1 point</li> <li>Less than 5 years – 0 points</li> </ul>  | 3 |
| <p>Lead Geological Engineer Experience (5)</p> <p><b>FORM 2.1.5 TO BE COMPLETED</b></p> <ul style="list-style-type: none"> <li>Relevant experience is described below.</li> <li>CV and registration certificate of CV and registration certificate of a Geological Engineer with number of years' experience</li> </ul>  | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>10 Years or more – 5 points</li> <li>Between 8 and 9 years – 4 points</li> <li>Between 5 and 7 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul> | 5 |
| <p>Lead Conveyancer Experience (2)</p> <p><b>FORM 2.1.5 TO BE COMPLETED</b></p> <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration as a Conveyancer</li> </ul>  | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>10 Years or more – 2 points</li> <li>Between 5 and 9 years – 1 point</li> <li>Less than 5 years – 0 points</li> </ul>  | 2 |
| <p>Lead Land Surveyor Experience (5)</p> <p><b>FORM 2.1.5 TO BE COMPLETED</b></p> <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration of the Land Surveyor with number of years relevant experience (both for services and subdivisions)</li> </ul>  | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>8 Years or more – 5 points</li> <li>Between 7 and 8 years – 4 points</li> <li>Between 5 and 6 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul>  | 5 |
| <b>COMPOSITION OF THE ENGINEERING TEAM – 20 points</b>   |  |   |
| <p>Lead Project Manager Experience (5)</p> <p><b>FORM 2.1.5 TO BE COMPLETED</b></p> <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration of the Project Manager</li> </ul>  | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>8 Years or more – 5 points</li> <li>Between 7 and 8 years – 4 points</li> <li>Between 5 and 6 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul>  | 5 |
| <p>Lead Civil Engineer Experience (5)</p> <p><b>FORM 2.1.5 TO BE COMPLETED</b></p>   | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>10 Years or more – 5</li> </ul>  | 5 |

|   |   |           |
|---|---|-----------|
| <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration of a Civil Engineer registered as Pr. Eng. with 10 Years or Civil Engineering Technologist as Pr. Eng. Tech with 10 Years' experience (5)</li> </ul>  | <p>points</p> <ul style="list-style-type: none"> <li>Between 8 and 9 years – 4 points</li> <li>Between 5 and 7 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul>  |           |
| <p>Lead <u>Electrical Engineer</u> Experience (5)</p> <p><b>FORM 2.1.5 TO BE COMPLETED</b></p> <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration of an Electrical Engineer registered as Pr. Eng. with 10 Years or a Civil Engineering Technologist as Pr. Eng. Tech with 10 Years' experience</li> </ul>   | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>10 Years or more – 5 points</li> <li>Between 8 and 9 years – 4 points</li> <li>Between 5 and 7 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul>  | 5         |
| <p>Lead <u>Architect</u> Experience (5)</p> <p><b>FORM 2.1.5 TO BE COMPLETED</b></p> <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration of an Architect with SACAP with 10 Years' experience</li> </ul>  | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>10 Years or more – 5 points</li> <li>Between 8 and 9 years – 4 points</li> <li>Between 5 and 7 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul>  | 5         |
| <b>TRACK RECORD AND EXPERIENCE OF THE BIDDER</b>  |   | <b>30</b> |
| <p>Evidence of successful participation in completed Integrated Residential Development projects</p> <p><b>FORM 2.1.4 TO BE COMPLETED</b></p> <p>Experience of the company on similar Projects:</p> <ul style="list-style-type: none"> <li>Completed more than 5 DoHS housing projects with a minimum size of 1000 units each (15 points)</li> <li>Having completed at least 5 DoHS housing projects with a minimum size of 700 units each (10 points)</li> <li>Having completed at least 3 DoHS housing projects with a minimum size of 700 units each (5 points)</li> <li>Having completed at least 2 DoHS housing projects with a minimum size of 700 units each (3 points)</li> </ul> | <p>Based on number of projects/ programmes</p> <ul style="list-style-type: none"> <li>5 DoHS housing projects with a minimum size of 1000 units each – 15 points</li> <li>5 DoHS housing projects with a minimum size of 700 units each – 10 points</li> <li>3 DoHS housing projects with a minimum size of 700 units each – 5 points</li> <li>2 DoHS housing projects with a minimum size of 700 units each – 3 points</li> <li>Less than 2 projects – 0 points</li> </ul> | 15        |

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|--|--|----|
| <p>Evidence of successful participation in completed Upgrading of Informal Settlements projects (UISP)</p> <p><b>FORM 2.1.4 TO BE COMPLETED</b></p> <ul style="list-style-type: none"> <li>• Having successfully completed UISP projects on a service provider basis for a total of 2500 beneficiaries. If more than one project, then a maximum of 3 project adding up to 2500 beneficiaries or more. (15 points)</li> <li>• Having successfully completed IRDP projects on a service provider basis for a total of 1500 beneficiaries. then a maximum of 3 project adding up to 1500 beneficiaries or more. (10 points)</li> </ul> | <p>Based on number of projects/ programmes</p> <ul style="list-style-type: none"> <li>• Projects 2500 beneficiaries. If more than one project, then a maximum of 3 project adding up to 2500 beneficiaries or more. (15 points)</li> <li>• Projects 1500 beneficiaries. then a maximum of 3 project adding up to 1500 beneficiaries or more. (10 points)</li> <li>• Projects with less than 1500 beneficiaries – 0 points</li> </ul> | 15 |
| <p><b>PROPOSED APPROACH AND METHODOLOGY ALIGNED WITH THE SALDANHA BAY MUNICIPALITY GOVERNANCE FRAMEWORK ADDRESSING, AS A MINIMUM THE FOLLOWING</b></p>   |  | 20 |
| <p><b>COMPLETE FORM 2.1.7</b></p>  |  |    |
| <p><b>Approach and method (maximum 10 points)</b></p> <p><b>Risk Management (maximum 5 points)</b></p> <p><b>Social facilitation and communication strategy (maximum 5 points)</b></p> <p><b>Scoring:</b></p> <ul style="list-style-type: none"> <li>• Excellent = 20 / Good = 15 / Fair = 10 / Poor = 5</li> </ul>  | 20   |    |
| <p><b>Approach and Methodology should address the following matters and will be evaluated:</b></p> <ul style="list-style-type: none"> <li>• Detailed project proposal, inclusive of the following: <ol style="list-style-type: none"> <li>1. Methodology and approach [step-by-step approach].</li> <li>2. Risk management framework [potential risk and mitigation measures].</li> <li>3. Communication programme [community participation matrix and methodology].</li> </ol> </li> </ul>  |  |    |
| <p><b>EXPERIENCE AS SERVICE PROVIDER WITH HUMAN SETTLEMENTS PROJECTS, ADDRESSING THE FOLLOWING:</b></p> <p>Extensive experience as a service provider contractor delivering township developments, including legal matters, rezoning, subdivisions, consolidations, infrastructure design, engineering infrastructure construction, top structure construction, and the working of the various subsidised housing models of the Department of Human Settlements (Breaking New Ground program).</p>   |  |    |
| <p>C.3.11.1.1.2. Price and preference: 90/10 Points (Tenders &gt; R 50 000 000)</p> <p>Calculation:</p> $Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$ <p>Where:            Ps        =        Point scored for price of Tender under consideration</p> <p>                     Pt        =        Rand value of Tender under consideration</p> <p>                     Pmin    =        Rand value of the lowest acceptable Tender</p> <p>Preference points will be 5 points for B-BBEE and 5 points for locality.</p>   |  |    |

|                       |  |
|-----------------------|--|
| C3.13                 | <p>Add:</p> <ul style="list-style-type: none"> <li>g) the Tenderer has in his or her possession a valid Tax Clearance Certificate issued by the South African Revenue Services and is tax compliant on the Central Supplier Database;</li> <li>h) the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</li> <li>i) the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>j) the Tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract; and</li> </ul> </li> <li>k) the Tenderer fully completes all required documentation. (Parts T &amp; C).</li> </ul>   |
| Additional:<br>C.3.19 | <p>The additional conditions of Tender are:</p> <ul style="list-style-type: none"> <li>a) Saldanha Bay Municipality may also request that the Tenderer provide written evidence that their financial, labour and resources are adequate for carrying out the project.</li> <li>b) The Saldanha Bay Municipality reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any Tenderer.</li> <li>c) The Tenderer shall provide all reasonable assistance in such Investigations. Tenderers must take note that in the case of a false statement or submission of false information, the tender will be disqualified with immediate effect and criminal prosecution may be considered.</li> <li>d) Council reserves the right not to make an award in this matter.</li> </ul>  |
| Additional:<br>C.3.20 | <p>CIDB B.U.I.L.D Programme:<br/>CIDB B.U.I.L.D Programme will be required to be implemented on projects with the within the required grading and value:<br/>According to GOVERNMENT GAZETTE No. 48491, 28 April 2023:<br/>"This Construction Industry Development Board Standard for Developing Skills through Infrastructure Contracts should be applied to;</p> <ul style="list-style-type: none"> <li>1. Professional services contracts <ul style="list-style-type: none"> <li>a) a contract of R5 million or more, in the case of a professional service or service contract or an order issued in terms of such a contract; or"</li> <li>b) Skills Development through CIDB BUILD Programme: <ul style="list-style-type: none"> <li>a)(Method 3) and /or Work Integrated Learners – P1 and P2 Learners</li> <li>b)(Method 4) and/or Professional Candidates</li> </ul> </li> </ul> </li> <li>2. Construction projects <ul style="list-style-type: none"> <li>a) The standard for Indirect Targeting for Enterprise Development (projects with min. of six (6) months duration) requires a minimum contribution of 5% of the project's contract value to construction SMMEs development support. <ul style="list-style-type: none"> <li>i. support for targeted subcontractors or joint ventures.</li> <li>ii. The Standard for Developing Skills through Infrastructure Contracts (projects with min. of 12 months duration) requires a contribution from clients of 0.25% towards workplace training on projects. <ul style="list-style-type: none"> <li>a)To provide work-integrated learning opportunities.</li> <li>b)Training that leads to partial or full qualifications (with NQF level).</li> <li>c)Registration in the professional category (candidacy).</li> <li>d)Trade qualification</li> </ul> </li> </ul> </li> </ul> </li> </ul> |

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|--------------------------------|---|
| <p>Additional:<br/>C.3.21.</p> | <p><b>Waste Management</b></p> <p>All tenderers need to ensure correct waste provisions are in place during the project period, and that the construction area is cleaned of all waste after completion to ensure that the environment is not polluted in any way.</p> <p>Waste should be disposed of at a registered Landfill Site or Municipal drop off facility, documented proof (safe disposal certificates) needs to be submitted before final payment will be processed. Contractors should make use of skips or any other temporary containers to store their waste during the construction process to avoid windblown litter and to comply with Municipal Regulations. All technical departments/ project managers/ consultants appointed by Saldanha Bay Municipality should make waste management a compulsory item to discuss and monitor during construction meetings.</p> <p>The Municipality will enforce penalties if adequate waste provisions are not in place during construction period or if waste is not disposed of in a legal manner during or after construction period, please refer to below sections of the Municipal By-laws:</p> <p>Section 21 (1): Plans and inspections: "An owner or occupier or any person responsible for the submission of building plans for a new building or an alteration to an existing building must include therein the manner in which building waste will be handled."</p> <p>Section 21 (2): "An authorised official of the Municipality must inspect and verify that the waste arrangements contemplated in subsection (1) were followed and all building waste disposed of as part of the final municipal sign-off of the building activities."</p> <p>Section 22 (1): Generation and Storage: "Notwithstanding the waste arrangements contemplated in section 21, the owner or occupier of premises on which building waste is generated or the person engaged in any activity which causes such waste to be generated, must ensure that-</p> <ul style="list-style-type: none"> <li>a) All building waste and the containers used for the storage thereof is kept on the premises on which the building waste is generated;</li> <li>b) The premises on which the building waste is generated does not become unsightly or cause a nuisance as a result of accumulated building waste;</li> <li>c) Any building waste which is blown off the premises, is promptly retrieved." <p>Section 22 (2): "Upon written request and subject to conditions as it may determine the municipality may approve the use of a bulk container placed on verge for a specified duration."</p> <p>Section 22 (3): "The Municipality may instruct an owner or occupier of premises on which building waste is generated or person engaged in any activity which causes such waste to be generated to make use of special containers to dispose of it and will determine a tariff for the use of such containers should these be provided by the Municipality."</p> <p>Section 23 (1): Removal and Disposal: "The owner or occupier of premises on which building waste is generated or the person engaged in any activity which causes such waste to be generated, must ensure that all building waste is removed and disposed of continuously during construction so as to prevent unnecessary accumulation of such waste."</p> <p>Section 23 (2): "Building waste must be disposed of at a waste handling or waste disposal facility determined by the Municipality."</p> <p>Please ensure compliance to all regulations and by-laws of Saldanha Bay Municipality.</p> </li></ul> |
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## Returnable Documents (T2)

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

**PART T2 Returnable Documents (All documents / schedules are returnable)**

- T2.1 List of Returnable Schedules Required for Tender Evaluation
- T2.2 Other documents that will be incorporated into the contract
- T2.3 Returnable Schedules that will be incorporated in the contract

## List of Returnable Schedules Required for Tender Evaluation Purposes (T2.1)

- Form 2.1.1 General Information
- Form 2.1.2 Authority for Signatory
- Form 2.1.3 Functionality
- Form 2.1.4 Schedule of Work Carried Out by Tenderer
- Form 2.1.5 Proposed Key Personnel
- Form 2.1.6 Declaration of Infrastructure and Resources
- Form 2.1.7 Schedule of Approach and Methodology / Workplan
- Form 2.1.8 Financial References
- Form 2.1.9 Invitation to Tender (MBD 1)
- Form 2.1.10 Declaration of Interest (MBD 4)
- Form 2.1.11 Declaration for procurement above R10 million (VAT included) (MBD 5)
- Form 2.1.12 Preference Point Claim Form and Proof of B-BBEE status (MBD 6.1)
- Form 2.1.13 Declaration of Bidder's past supply chain management services (MBD 8)
- Form 2.1.14 Certificate of Independent Bid Determination (MBD 9)

**FORM 2.1.1 - GENERAL INFORMATION**

|                                     |  |                |  |
|-------------------------------------|--|----------------|--|
| <b>1. Name of Tendering Entity:</b> |  |                |  |
|                                     |  |                |  |
| <b>2. Contact Details</b>           |  |                |  |
| <b>Address:</b>                     |  |                |  |
|                                     |  |                |  |
| <b>Tel No:</b>                      |  | <b>Fax No:</b> |  |
| <b>E-mail Address:</b>              |  |                |  |

**3. Legal entity: Mark with an X.**

|                          |  |
|--------------------------|--|
| <b>Sole proprietor</b>   |  |
| <b>Partnership</b>       |  |
| <b>Close corporation</b> |  |
| <b>Company</b>           |  |
| <b>Joint venture</b>     |  |

In the case of a Joint venture, provide details on joint venture members:

| <b>Joint venture member</b> | <b>Type of entity (as defined above)</b> |
|-----------------------------|--|
|                             |  |
|                             |  |
|                             |  |
|                             |  |
|                             |  |
|                             |  |
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|                             |  |

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4. Income tax reference number: \_\_\_\_\_  
(in the case of a joint venture, provide for all joint venture members)
5. VAT registration number: \_\_\_\_\_  
(In the case of a joint venture, provide for all joint venture members).  
Where the value of an intended contract will exceed R 1 000 000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Services for VAT purposes in order to be able to issue tax invoices.
6. Company or closed corporation registration number: \_\_\_\_\_  
(In the case of a joint venture, provide for all joint venture members)
7. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).
8. For joint ventures the following must be attached:
- Written power of attorney for authorised signatory.
  - Pro-forma of the joint venture agreement.
  - The major partner to satisfy at least 40 percent of the turnover and credit amount criteria, and each other partner at least 25 percent of the criteria.

| Name and Identity Number | Relevant qualifications and experience | Years of relevant experience |
|--------------------------|--|------------------------------|
|                          |  |                              |
|                          |  |                              |
|                          |  |                              |
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|                                  |  |              |  |
|----------------------------------|--|--------------|--|
| <b>Name of Tendering Entity:</b> |  |              |  |
| <b>Signature:</b>                |  | <b>Date:</b> |  |

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**FORM 2.1.2 - AUTHORITY FOR SIGNATORY**

| DETAILS OF PERSON RESPONSIBLE FOR TENDER PROCESS |  |         |  |
|--|--|---------|--|
| Name   |  |         |  |
| Contact Number                                   |  |         |  |
| Address of Office Submitting the Tender          |  |         |  |
|  |  |         |  |
|  |  |         |  |
| Tel No.  |  | Fax No. |  |
| E-mail   |  |         |  |

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on *(date)*.....

Mr. ....

has been duly authorized to sign all documents in connection with the Tender for Contract Number .....and any Contract which may arise there from on behalf of

|  |  |
|--|--|
| <b>SIGNED ON BEHALF OF THE COMPANY</b> |  |
| <b>IN HIS CAPACITY AS</b>              |  |
| <b>DATE</b>                            |  |
| <b>FULL NAME OF SIGNATORY</b>          |  |
| <b>AS WITNESS      1.</b>              |  |
| <b>2.</b>                              |  |

**\*\*\* PLEASE ATTACH CONFIRMATION OF AUTHORITY OF SIGNATORY DOCUMENTATION TO ANNEXURE 1**

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**FORM 2.1.3 – FUNCTIONALITY**

| <b><u>SUMMARY OF FUNCTIONALITY</u></b>    | <b><u>SCORING</u></b> |
|---|-----------------------|
| Expertise of Key Personnel                | <u>50</u>             |
| Track Record and Experience of the Bidder | <u>30</u>             |
| Proposed Approach and Methodology         | <u>20</u>             |
| <b><u>TOTAL</u></b>                       | <b><u>100</u></b>     |

**Note: A minimum score of 70% per functionality criteria per category must be scored as well as 70% average score or above to pass functionality. Only tenderers who passed the functionality will be evaluated further.**

| Functionality criteria  | Evaluation criteria   | Maximum score |
|---|---|---------------|
| <b>EXPERTISE OF KEY PERSONNEL</b>   |   | <b>50</b>     |
| <b><u>COMPOSITION OF A LEAD PERSON'S ON THE PROFESSIONAL TEAM TO MANAGE FEASIBILITY STUDIES AND THE HOUSING APPLICATION PROCESS (PLANNING PROCESS) - 30 points</u></b>  |   |               |
| Lead Professional Town Planner/s (SACPLAN) Experience (5)<br><b>FORM 2.1.5 TO BE COMPLETED</b><br><br>Relevant experience is described below. <ul style="list-style-type: none"> <li>CV and Registration certificate as Professional Town Planner/s (SACPLAN) with number of years relevant experience in human settlement development</li> </ul> | Based on accumulative years of relevant experience: <ul style="list-style-type: none"> <li>10 Years or more – 5 points</li> <li>Between 8 and 9 years – 4 points</li> <li>Between 5 and 7 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul> | <b>5</b>      |

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|--|--|---|
| <p>Lead Civil Engineer Experience (5)<br/><b>FORM 2.1.5 TO BE COMPLETED</b></p> <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration of a Civil Engineer registered as Pr. Eng. with number of years or a Civil Engineering Technologist registered as Pr. Eng Tech with number of years' experience in human settlement development</li> </ul> | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>10 Years or more – 5 points</li> <li>Between 8 and 9 years – 4 points</li> <li>Between 5 and 7 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul> | 5 |
| <p>Lead Environmental Consultant Experience (5)<br/><b>FORM 2.1.5 TO BE COMPLETED</b></p> <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration certificate of Environmental Consultant with number of years</li> </ul>  | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>10 Years or more – 5 points</li> <li>Between 8 and 9 years – 4 points</li> <li>Between 5 and 7 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul> | 5 |
| <p>Lead Social Development Facilitator Experience (3)<br/><b>FORM 2.1.5 TO BE COMPLETED</b></p> <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration certificate of Social Development Facilitator with 10 Years' experience as facilitator in human settlement project implementation</li> </ul>   | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>10 Years or more – 3 points</li> <li>Between 8 and 9 years – 2 points</li> <li>Between 5 and 7 years – 1 point</li> <li>Less than 5 years – 0 points</li> </ul>  | 3 |
| <p>Lead Geological Engineer Experience (5)<br/><b>FORM 2.1.5 TO BE COMPLETED</b></p> <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration certificate of CV and registration certificate of a Geological Engineer (5) with number of years' experience</li> </ul>   | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>10 Years or more – 5 points</li> <li>Between 8 and 9 years – 4 points</li> <li>Between 5 and 7 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul> | 5 |

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|  |  |   |
|--|--|---|
| <p>Lead Conveyancer Experience (2)<br/><b>FORM 2.1.5 TO BE COMPLETED</b></p> <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration as a Conveyancer</li> </ul>   | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>10 Years or more – 2 points</li> <li>Between 5 and 9 years – 1 point</li> <li>Less than 5 years – 0 points</li> </ul>  | 2 |
| <p>Lead Land Surveyor Experience (5)<br/><b>FORM 2.1.5 TO BE COMPLETED</b></p> <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration of the Land Surveyor with 8 Years relevant experience (both for services and subdivisions)</li> </ul>   | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>8 Years or more – 5 points</li> <li>Between 7 and 8 years – 4 points</li> <li>Between 5 and 6 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul>  | 5 |
| <b>COMPOSITION OF THE ENGINEERING TEAM – 20 points</b>   |  |   |
| <p>Lead Project Manager Experience (5)<br/><b>FORM 2.1.5 TO BE COMPLETED</b></p> <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration of the Project Manager</li> </ul>   | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>8 Years or more – 5 points</li> <li>Between 7 and 8 years – 4 points</li> <li>Between 5 and 6 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul>  | 5 |
| <p>Lead Civil Engineer Experience (5)<br/><b>FORM 2.1.5 TO BE COMPLETED</b></p> <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration of a Civil Engineer registered as Pr. Eng. with 10 Years or Civil Engineering Technologist as Pr. Eng. Tech with 10 Years' experience (5)</li> </ul> | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>10 Years or more – 5 points</li> <li>Between 8 and 9 years – 4 points</li> <li>Between 5 and 7 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul> | 5 |

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|  |   |           |
|--|---|-----------|
| <p>Lead Electrical Engineer Experience (5)<br/><b>FORM 2.1.5 TO BE COMPLETED</b></p> <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration of an Electrical Engineer registered as Pr. Eng. with 10 Years or a Civil Engineering Technologist as Pr. Eng. Tech with 10 Years' experience</li> </ul>  | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>10 Years or more – 5 points</li> <li>Between 8 and 9 years – 4 points</li> <li>Between 5 and 7 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul>  | 5         |
| <p>Lead Architect Experience<br/><b>FORM 2.1.5 TO BE COMPLETED</b></p> <p>Relevant experience is described below.</p> <ul style="list-style-type: none"> <li>CV and registration of an Architect with SACAP with 10 Years' experience</li> </ul>   | <p>Based on accumulative years of relevant experience:</p> <ul style="list-style-type: none"> <li>10 Years or more – 5 points</li> <li>Between 8 and 9 years – 4 points</li> <li>Between 5 and 7 years – 3 points</li> <li>Less than 5 years – 0 points</li> </ul>  | 5         |
| <b>TRACK RECORD AND EXPERIENCE OF THE BIDDER</b>   |   | <b>30</b> |
| <p>Evidence of successful participation in completed Integrated Residential Development projects<br/><b>FORM 2.1.4 TO BE COMPLETED</b></p> <p>Experience of the company on similar Projects:</p> <ul style="list-style-type: none"> <li>Completed more than 5 DoHS housing projects with a minimum size of 1000 units each (15 points)</li> <li>Having completed at least 5 DoHS housing projects with a minimum size of 700 units each (10 points)</li> <li>Having completed at least 3 DoHS housing projects with a minimum size of 700 units each (5 points)</li> <li>Having completed at least 2 DoHS housing projects with a minimum size of 700 units each (3 points)</li> </ul> | <p>Based on number of projects/ programmes</p> <ul style="list-style-type: none"> <li>5 DoHS housing projects with a minimum size of 1000 units each – 15 points</li> <li>5 DoHS housing projects with a minimum size of 700 units each – 10 points</li> <li>3 DoHS housing projects with a minimum size of 700 units each – 5 points</li> <li>2 DoHS housing projects with a minimum size of 700 units each – 3 points</li> <li>Less than 2 projects – 0 points</li> </ul> | 15        |

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|  |  |           |
|--|--|-----------|
| <p>Evidence of successful participation in completed Upgrading of Informal Settlements projects (UISP)</p> <p><b>FORM 2.1.4 TO BE COMPLETED</b></p> <ul style="list-style-type: none"> <li>Having successfully completed UISP projects on a service provider basis for a total of 2500 beneficiaries. If more than one project, then a maximum of 3 projects adding up to 2500 beneficiaries or more. (15 points)</li> <li>Having successfully completed IRDP projects on a service provider basis for a total of 1500 beneficiaries. then a maximum of 3 projects adding up to 1500 beneficiaries or more. (10 points)</li> </ul> | <p>Based on number of projects/ programmes</p> <ul style="list-style-type: none"> <li>Projects 2500 beneficiaries. If more than one project, then a maximum of 3 projects adding up to 2500 beneficiaries or more. (15 points)</li> <li>Projects 1500 beneficiaries. then a maximum of 3 projects adding up to 1500 beneficiaries or more. (10 points)</li> <li>Projects with less than 1500 beneficiaries – 0 points</li> </ul> | <p>15</p> |
| <b>PROPOSED APPROACH AND METHODOLOGY</b>   |  | <b>20</b> |
| <p>Proposed approach and methodology aligned with the Saldanha Bay Municipality governance framework addressing, as a minimum the following:</p> <p><b>FORM 2.1.7 TO BE COMPLETED</b></p>  |  |           |
| Approach and method (maximum 10 points)  | 20   |           |
| Risk Management (maximum 5 points)   |  |           |
| Social facilitation and communication strategy (maximum 5 points)  |  |           |
| <p>Scoring:</p> <ul style="list-style-type: none"> <li>Excellent = 20 / Good = 15 / Fair = 10 / Poor = 5</li> </ul>  |  |           |
| <p>Approach and Methodology should address the following matters and will be evaluated:</p> <ul style="list-style-type: none"> <li>Detailed project proposal, inclusive of the following: <ol style="list-style-type: none"> <li>Methodology and approach [step-by-step approach].</li> <li>Risk management framework [potential risk and mitigation measures].</li> <li>Communication programme [community participation matrix and methodology].</li> </ol> </li> </ul>  |  |           |
| <p>Experience as service provider with human settlements projects, addressing the following:</p> <p>Extensive experience as a service provider contractor delivering township developments, including legal matters, rezoning, subdivisions, consolidations, infrastructure design, engineering infrastructure construction, top structure construction, and the working of the various subsidised housing models of the Department of Human Settlements (Breaking New Ground program).</p>  |  |           |

**FORM 2.1.4 - SCHEDULE OF WORK CARRIED OUT BY TENDERER****PART A: Previous experience – Integrated Residential Development Projects (IRDP)**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work). In addition to any requirements, bidders must furnish particulars of:

- (a) All services provided to an organ of state in the last five years; and

This information is material to the award of the Contract.

| Description (name of project) | Number of housing projects | Value (R, VAT excluded) | Year(s) executed | Reference      |        |        |
|-------------------------------|----------------------------|-------------------------|------------------|----------------|--------|--------|
|                               |                            |                         |                  | Contact person | Client | Tel no |
|                               |                            |                         |                  |                |        |        |
|                               |                            |                         |                  |                |        |        |
|                               |                            |                         |                  |                |        |        |
|                               |                            |                         |                  |                |        |        |
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TENDER NO. SBM 59/24/25

|                           |  |       |  |
|---------------------------|--|-------|--|
| Name of Tendering Entity: |  |       |  |
| Signature:                |  | Date: |  |

**\*\*\* PLEASE ATTACH PREVIOUS WORK EXPERIENCE TO ANNEXURE 2**

**Note:**

**Previous experience**

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field;
- Experience of contracts of similar size; and
- Some or all of the references will be contacted to obtain their input.

**Size of enterprise and current workload**

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover;
- Current contractual obligations; and
- Capacity to execute the contract.

**PART B: Previous experience – Upgrading of Informal Settlements Programme (UISP)**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work). In addition to any requirements, bidders must furnish particulars of:

- (b) All services provided to an organ of state in the last five years; and

This information is material to the award of the Contract.

| Description (name of project) | Number of housing units | Value (R, VAT excluded) | Year(s) executed | Reference      |        |        |
|-------------------------------|-------------------------|-------------------------|------------------|----------------|--------|--------|
|                               |                         |                         |                  | Contact person | Client | Tel no |
|                               |                         |                         |                  |                |        |        |
|                               |                         |                         |                  |                |        |        |
|                               |                         |                         |                  |                |        |        |
|                               |                         |                         |                  |                |        |        |
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|                               |                         |                         |                  |                |        |        |
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|                               |                         |                         |                  |                |        |        |
|                               |                         |                         |                  |                |        |        |

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|                           |  |       |  |
|---------------------------|--|-------|--|
| Name of Tendering Entity: |  |       |  |
| Signature:                |  | Date: |  |

**\*\*\* PLEASE ATTACH PREVIOUS WORK EXPERIENCE TO ANNEXURE 2****Note:****Previous experience**

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field;
- Experience of contracts of similar size; and
- Some or all of the references will be contacted to obtain their input.

**Size of enterprise and current workload**

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover;
- Current contractual obligations; and
- Capacity to execute the contract.

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**FORM 2.1.5 - PROPOSED KEY PERSONNEL**

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the projects should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

| PROJECT PHASE   | DESIGNATION                                | NAME OF                       | SUMMARY OF                    |  |
|---|--|-------------------------------|-------------------------------|--|
|   |  | (i) NOMINEE<br>(ii) ALTERNATE | QUALIFICATIONS AND NQF STATUS | PROFESSIONAL REGISTRATION AND EXPERIENCE |
| PROFESSIONAL TEAM TO MANAGE FEASIBILITY STUDIES AND THE HOUSING APPLICATION PROCESS | Lead Professional Town Planner/s (SACPLAN) |                               |                               |  |
|   | Lead Civil Engineer                        |                               |                               |  |
|   | Lead Environmental Consultant              |                               |                               |  |
|   | Lead Social Development Facilitator        |                               |                               |  |
|   | Lead Geological Engineer                   |                               |                               |  |
|   | Lead Conveyancer                           |                               |                               |  |
|   | Lead Land Surveyor                         |                               |                               |  |
| ENGINEERING SERVICES AND TOP STRUCTURES   | Lead Project Manager                       |                               |                               |  |
|   | Lead Civil Engineer                        |                               |                               |  |
|   | Lead Electrical Engineer                   |                               |                               |  |
|   | Lead Architect                             |                               |                               |  |

|                                  |  |              |  |
|----------------------------------|--|--------------|--|
| <b>Name of Tendering Entity:</b> |  |              |  |
| <b>Signature:</b>                |  | <b>Date:</b> |  |

**\*\*\* PLEASE ATTACH KEY PERSONNEL TO ANNEXURE 3**

TENDER NO. SBM 59/24/25

**FORM 2.1.6 - DECLARATION OF INFRASTRUCTURE AND RESOURCES**

Provide information on the following:

**Infrastructure and resources available*****Physical facilities***

| Description | Address |
|-------------|---------|
|             |         |
|             |         |
|             |         |
|             |         |
|             |         |

***Equipment***

Provide information on equipment and resources that you have available for this project.

| Description: Equipment owned     | Number of units |
|----------------------------------|-----------------|
|                                  |                 |
|                                  |                 |
|                                  |                 |
|                                  |                 |
|                                  |                 |
| Description: Computer Hardware   | Number of units |
|                                  |                 |
|                                  |                 |
|                                  |                 |
|                                  |                 |
| Description: Software to be Used | Number of units |
|                                  |                 |
|                                  |                 |
|                                  |                 |
|                                  |                 |
|                                  |                 |
| Description: Plant and Equipment | Number of units |
|                                  |                 |
|                                  |                 |
|                                  |                 |
|                                  |                 |

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***PLEASE NOTE THAT THE FOLLOWING INFRASTRUCTURE AND RESOURCES ARE CRITICAL AND MUST BE IN PLACE FOR TENDERERS TO ENABLE SUCCESSFUL SERVICE DELIVERY:***

1. Established Office;
2. 1xPlotter + 1x Printer/Copier;
3. Relevant Civil Engineering Software (AutoCad, Civil Designer etc),
4. Computer hardware (desktops or laptops); and
5. Plant and equipment

I hereby declare that I have the abovementioned infrastructure and resources in place.

.....

SIGNATURE OF TENDERER

**FAILURE TO COMPLETE AND SIGN THIS DECLARATION WILL RENDER THE BID NON-RESPONSIVE.**

**\*\*\* PLEASE ATTACH INFRASTRUCTURE & RESOURCES TO ANNEXURE 4.**

TENDER NO. SBM 59/24/25

List your current contracts and obligations:

| Description | VALUE (R, VAT excluded) | Start date | Duration | Expected completed date |
|-------------|-------------------------|------------|----------|-------------------------|
|             |                         |            |          |                         |
|             |                         |            |          |                         |
|             |                         |            |          |                         |
|             |                         |            |          |                         |
|             |                         |            |          |                         |
|             |                         |            |          |                         |

|   |     |    |
|---|-----|----|
| Do you have the capacity to supply the resources described in this Tender, should the contract be awarded to you? | Yes | No |
|---|-----|----|

TENDER NO. SBM 59/24/25

**Staffing Profile**

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient).

| Permanently employed staff     | Number of staff |
|--------------------------------|-----------------|
|                                |                 |
|                                |                 |
|                                |                 |
|                                |                 |
|                                |                 |
|                                |                 |
|                                |                 |
|                                |                 |
|                                |                 |
| Temporary staff to be employed | Number of staff |
|                                |                 |
|                                |                 |
|                                |                 |
|                                |                 |
|                                |                 |
|                                |                 |
|                                |                 |
|                                |                 |
|                                |                 |

|                                  |  |              |  |
|----------------------------------|--|--------------|--|
| <b>Name of Tendering Entity:</b> |  |              |  |
| <b>Signature:</b>                |  | <b>Date:</b> |  |

**\*\*\* PLEASE ATTACH INFRASTRUCTURE & RESOURCES TO ANNEXURE 4.**

|                         |
|-------------------------|
| TENDER NO. SBM 59/24/25 |
|-------------------------|

**Note:****Infrastructure and resources available**

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities;
- Infrastructure and resources available for the contract owned by the Tenderer; and
- Infrastructure and resources the Tenderer intends renting, should the contract be awarded to him.

**Staffing profile**

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for Qualifications and experience of key staff to be utilized on this contract.

**TENDER NO. SBM 59/24/25**

**FORM 2.1.7 - SCHEDULE OF APPROACH AND METHODOLOGY / WORK PLAN**

*Approach and Methodology Form to be completed.*

|                           |   |
|---------------------------|---|
| <b>Tender No.</b>         | SBM 59/24/25  |
| <b>Description / Name</b> | APPOINTMENT OF A SERVICE PROVIDER FOR SPECIFIED HUMAN SETTLEMENT PROJECTS IN THE MUNICIPAL AREA |

***Understanding the terms of reference/brief***

1. Do you as the service provider understand what is required in terms of the category?

|            |  |           |  |                                 |
|------------|--|-----------|--|---------------------------------|
| <b>Yes</b> |  | <b>No</b> |  | <b>(Tick Appropriate Block)</b> |
|------------|--|-----------|--|---------------------------------|

2. If you answered Yes to question 1 above, please explain briefly your understanding of the category in no more than 50 words.

|  |
|--|
|  |
|  |
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|  |

3. Considering questions 1 and 2 above, please provide in summary, details of your proposed Methodology and approach [step-by-step approach] till the successful completion of a human settlement project.

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4. Briefly state the Risk management framework [potential risk and mitigation measures].

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|                         |
|-------------------------|
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|-------------------------|

5. Briefly state the Communication programme [community participation matrix and methodology].

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|                                  |  |              |  |
|----------------------------------|--|--------------|--|
| <b>Name of Tendering Entity:</b> |  |              |  |
| <b>Signature:</b>                |  | <b>Date:</b> |  |

**\*\*\* PLEASE ATTACH A DETAILED APPROACH & METHODOLOGY/WORK PLAN TO ANNEXURE 5 TO COVER AS A MINIMUM THE REQUIREMENTS FOR A FULL SPECTRUM HUMAN SETTLEMENT PROJECTS.**

TENDER NO. SBM 59/24/25

**FORM 2.1.8 - FINANCIAL REFERENCES*****FINANCIAL STATEMENTS***

Refer to MBD 5.

***DETAILS OF TENDERING ENTITY'S BANK (for confirmation of Bank Rating)***

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

| DESCRIPTION OF BANK DETAIL | BANK DETAILS APPLICABLE TO TENDERER 'S HEAD OFFICE |         |
|----------------------------|--|---------|
| Name of Bank               |  |         |
| Branch Name                |  |         |
| Branch Code                |  |         |
| Street Address             |  |         |
| Postal Address             |  |         |
| Name of Manager            |  |         |
| Telephone No.              |  | Fax No. |
| Account Number             |  |         |

***TENDERER 'S TAX DETAILS***

|  |  |
|--|--|
| Tenderer's VAT Vendor Registration No. |  |
| Tenderer's SARS Tax Reference No.      |  |
| Tenderer's SARS Pin number             |  |

**\*\*\* PLEASE ATTACH CONFIRMATION OF BANKING DETAIL TO ANNEXURE 6.**

TENDER NO. SBM 59/24/25

MBD 1

**FORM 2.1.9 – INVITATION TO TENDER**

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SALDANHA BAY MUNICIPALITY   |  |  |   |  |  |
|---|--|--|---|--|--|
| SUPPLIER INFORMATION  |  |  |   |  |  |
| 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  |  | OR  | CSD No   |  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT [TICK APPLICABLE BOX]   | Yes or No  |  | CONTRIBUTOR FACTOR (See MBD 6.1)  |  |  |
| <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 SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?</b> | YES OR NO (If yes, answer 3)   |  |
| CRS no  | TOTAL BID PRICE (Brought forward)  |  |   |  |  |
| 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  | Finance  |  | DEPARTMENT  | Human Settlements  |  |
| CONTACT PERSON  | A. Plaatjies   |  | CONTACT PERSON  | R. Groenewald or N. Qolo   |  |
| TELEPHONE NUMBER  | 022 701 6866   |  | TELEPHONE NUMBER  | 022 701 6934   |  |
| E-MAIL ADDRESS  | <a href="mailto:Anarood.plaatjies@sbm.gov.za">Anarood.plaatjies@sbm.gov.za</a> |  | E-MAIL ADDRESS  | <a href="mailto:Ryan.groenewald@sbm.gov.za">Ryan.groenewald@sbm.gov.za</a> or <a href="mailto:Neliswa.qolo@sbm.gov.za">Neliswa.qolo@sbm.gov.za</a> |  |

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|   |        |
|---|--------|
| <b>1. BID SUBMISSION:</b>   |        |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE 80/20 PREFERENCE POINT SYSTEM AS CONTAINED IN THE PREFERENTIAL PROCUREMENT POLICY, R7/5-24, OF 23 MAY 2024, WILL BE USED IN THE ADJUDICATION OF THIS TENDER.</p>  |        |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>   |        |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> |        |
| <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 |
| <p><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></p>   |        |

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MBD 4

**FORM 2.1.10 – 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?)   |
| 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* <b>YES / NO</b>   |
| 3.8.1.                  | If yes, furnish particulars.   |
| 3.9.                    | Have you been in the service of the state for the past twelve months? <b>YES / NO</b>  |
| 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? <b>YES / NO</b>  |
| 3.10.1.                 | If so, state particulars.  |

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|                |   |                 |  |
|----------------|---|-----------------|--|
| <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.   |                 |  |

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

**COMPLETION OF THE FOLLOWING INFORMATION IS COMPULSORY:**

| Full Name | Identity Number | Individual Tax Number for each Director | State Employee Number |
|-----------|-----------------|---|-----------------------|
|           |                 |   |                       |
|           |                 |   |                       |
|           |                 |   |                       |
|           |                 |   |                       |

**CERTIFICATION**

**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>NAME OF ENTERPRISE</b> |  |             |  |
| <b>CAPACITY</b>           |  | <b>DATE</b> |  |

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| NAME (PRINT)  |   | SIGNATURE |  |
|---|---|-----------|--|
| <sup>1</sup> MSCM Regulations: "in the service of the state" means to be -  |   |           |  |
| <b>a)</b>   | a member of –<br>(i) any municipal council;<br>(ii) any provincial legislature; or<br>(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. |   |           |  |

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MBD 5

**FORM 2.1.11 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**

**For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:**

|     |   |          |
|-----|---|----------|
| 1.  | Are you by law required to prepare annual financial statements for auditing?  | YES / NO |
| 1.1 | If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.  |          |
| 1.2 | If no, submit management accounts for the business.   |          |
| 2.  | Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?  | YES / NO |
| 2.1 | If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.                   |          |
| 2.2 | If yes, provide particulars.  |          |
| 3.  | Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?                                    | YES / NO |
| 3.1 | If yes, furnish particulars   |          |
| 4.  | Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? | YES / NO |
| 4.1 | If yes, furnish particulars   |          |

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME),**

- i) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**  
**ii) I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

|                  |  |                       |  |
|------------------|--|-----------------------|--|
| <b>SIGNATURE</b> |  | <b>DATE</b>           |  |
| <b>POSITION</b>  |  | <b>NAME OF BIDDER</b> |  |

**FORM 2.1.12 – PREFERENCE POINTS CLAIM FORM****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 90/10 PREFERENCE POINT SYSTEM**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID, 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 bid:**

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 Points for this bid (even in the case of a bid 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 bid are allocated as follows:**

|   | POINTS                       |
|---|------------------------------|
| PRICE                                     | 90                           |
| SPECIFIC GOALS                            | 10 (5 B-BBEE and 5 Locality) |
| TOTAL POINTS FOR PRICE AND SPECIFIC GOALS | 100                          |

**1.4** Failure on the part of a bidder to submit proof or documentation required in terms of this bid to claim points for specific goals with the bid, 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 bidder 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**

**1.4.2.1.** Where the tenderer is the owner of the property

The municipal account must be registered in the trading name of owner of the property, for example:

- Partnership (Lead company according to agreement).
- Joint Venture (Lead company according to agreements and where daily operations are done).

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- Close Corporation (name of the CC).
- Public Company "Limited or Ltd" (name of the company).
- Private company / Proprietary company / (Pty) Ltd (name of the company).
- Non-Profit Company "NPC" (name of the company).
- State Owned Company "SOC" (name of the SOC).
- In the case of a One-person business / sole proprietor the account must either be in the trading name or in the owner's name.
- In the case of a Private Company (Pty) Ltd. (small businesses') which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.

## 1.4.2.2. Where the tenderer is not the owner of the property

Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.

OR

- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
  - That the sole propriety is conducting business from the said address as indicated in the bid documents.
  - What are the conditions/agreement for conducting business from premises.
  - For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
  - The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.
  - NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

Note: Affidavits valid for a period of 3 months

Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:

- If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
  - That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.
  - What are the conditions/agreement for conducting business from premises.
  - For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts;

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Sole supplier not liable for any rent payments, etc.

- The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
- If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).
- NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

1.4.2.3. Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises

- If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
- In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 9.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD, CIPC, if necessary.

**A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.**

1.5 The municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the 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) **"bid"** 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 bidding 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) **"bid 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

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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 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

$P_t$  = Price of bid under consideration

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

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

#### 4.1 POINTS AWARDED FOR PRICE THE 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

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

$P_t$  = Price of bid under consideration

$P_{max}$  = Price of highest acceptable bid

### 5. POINTS AWARDED FOR SPECIFIC GOALS

In terms of the Preferential Procurement policy of Council section 6(2) and 8(2), preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder 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 bid:

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## 5.1 B-BBEE

| B-BBEE Status Level of Contributor | Number of Points for Preference (90/10) |
|------------------------------------|---|
| 1                                  | 5                                       |
| 2                                  | 4.5                                     |
| 3                                  | 3                                       |
| 4                                  | 2.5                                     |
| 5                                  | 2                                       |
| 6                                  | 1.5                                     |
| 7                                  | 1                                       |
| 8                                  | 0.5                                     |
| Non-compliant contributor          | 0                                       |

## 5.2 LOCALITY

| Locality of supplier   | Number of Points for Preference (90/10) |
|--|---|
| Within the boundaries of Saldanha Bay Municipality                     | 5                                       |
| Within the boundaries of the West Coast District                       | 2.5                                     |
| Within the boundaries of the Western Cape                              | 1                                       |
| 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-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

B-BBEE Status Level of Contribution: \_\_\_\_\_ (maximum of 5 points)

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

LOCALITY: \_\_\_\_\_ (maximum of 5 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

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- 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: \_\_\_\_\_

**NOTE: MUNICIPAL INFORMATION PROVIDED MUST BE ALIGNED TO PARAGRAPH 1.4**

**AND 5.2**

- 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 bid, 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 bidding process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the bidder 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.

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.....

**SIGNATURE(S) OF BIDDER(S)**

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

**\*\*\* PLEASE ATTACH B-BBEE CERTIFICATE PROOF TO ANNEXURE 7**

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MBD 8

### FORM 2.1.13 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT 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 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

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|       |  |                                 |                                |
|-------|--|---------------------------------|--------------------------------|
| 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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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.**

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|                    |                           |
|--------------------|---------------------------|
| _____<br>Signature | _____<br>Date             |
| _____<br>Position  | _____<br>Name of Tenderer |

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**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<br><br><input type="checkbox"/> | No<br><br><input type="checkbox"/> |
|--|-------------------------------------|------------------------------------|

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

**Business 1 Address:**

Mr. / Mrs \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Director 2 Address:**

Mr. / Mrs \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Director 3 Address:**

Mr. / Mrs \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Director 4 Address:**

Mr. / Mrs \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Director 5 Address:**

Mr. / Mrs \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Director 6 Address:**

Mr. / Mrs \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Director 7 Address:**

Mr. / Mrs \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Director 8 Address:**

Mr. / Mrs \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Director 9 Address:**

Mr. / Mrs \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Director 10 Address:**

Mr. / Mrs \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Director 11 Address:**

Mr. / Mrs \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Director 12 Address:**

Mr. / Mrs \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attach page if space insufficient.

**\*\*\* PLEASE ATTACH MUNICIPAL INFORMATION PROOF TO ANNEXURE 8**

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MBD 9

**FORM 2.1.14 - 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 *per 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)

1. I have read and I understand the contents of this Certificate;

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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.
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.

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- 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.

<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.

<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.

.....  
Signature Date

.....  
Position Name of Bidder

## Other Documents Required for Tender Evaluation Purposes (Part T2.2)

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

|                  |  |
|------------------|--|
| <b>PART T2.2</b> | <b>Returnable Documents (All documents / schedules are returnable)</b>       |
| T2.2.1           | Certificate of Tenderer's Attendance at the compulsory clarification meeting |
| T2.2.2           | Tax Clearance Certificate Requirements – TCC001                              |
| T2.2.3           | Central Supplier Database (CSD)  |
| T2.2.4           | Instruction: Handling of Tender Document                                     |

**FORM 2.2.1 - CERTIFICATE OF TENDERER'S ATTENDANCE AT THE  
COMPULSORY CLARIFICATION MEETING**

This is to certify that I, .....

representative of (Tenderer) .....

.....

of (address) .....

.....

.....

Telephone number .....

Fax number .....

Attended Clarification Meeting on (date) .....

in the company of (SALDANHA BAY MUNICIPALITY / Employer's Representative) .....

**NB: Tenderers are requested to submit the minutes received at above-mentioned compulsory clarification meeting with their Tender documents. (Non-submission of this information may lead to rejection of this Tender)**

|  |  |
|--|--|
| <b>TENDERER'S REPRESENTATIVE</b>                             |  |
| <b>SALDANHA BAY MUNICIPALITY / EMPLOYER'S REPRESENTATIVE</b> |  |

MBD 2

**FORM 2.2.2 - Tax Clearance Certificate Requirements – TCC001****TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

In order to meet these requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

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

**\*\*\* PLEASE ATTACH A VALID TAX CLEARANCE CERTIFICATE TO ANNEXURE 9.**

**FORM T2.2.3 – CENTRAL SUPPLIER DATABASE (CSD)**

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

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

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

Enquiries can be made to Mr. A. Plaatjies at 022 701 6866.

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

TENDER NO. SBM 59/24/25

**FORM T2.2.4 – 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 in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non-responsive. |  |
| Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.  |  |
| Printed documents must be bind securely according to page numbers to prevent pages getting lost. Missing pages will render the tender non- responsive. Do not staple the pages together.  |  |
| The Price Schedule and All Annexures with compulsory attachments must be bind to the back of the document.  |  |
| No alterations of the document will be accepted. Any alterations will disqualify the tender.  |  |
| Print the Tender document on both sides to save paper and for standardisation.  |  |

TENDER NO. SBM 59/24/25

**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

## TENDER NO. SBM 59/24/25

**CHECKLIST**

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

PLEASE TICK BOX 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.
- Copy of business and director/s municipal account/s.
- Registration with professional body (If applicable).
- Financial statements as required in MBD 5.
- All relevant sections complete and signed and all pages of tender document initialed by authorized signatory.
- Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization.
- Original or 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.
- Proof of registration with NHBRC
- Proof of registration with CIDB
- Other as required in the tender document.

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

TENDER NO. SBM 59/24/25

## Returnable Schedules that will be Incorporated in the Contract (Part T2.3)

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

### **PART T2.3**

T2.3.1 Record of Addenda to Tender Documents

TENDER NO. SBM 59/24/25

**FORM 2.3.1 - RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this Tender offer, amending the Tender documents, have been taken into account in this Tender offer:

| No. | Date | Title or Details |
|-----|------|------------------|
| 1   |      |                  |
| 2   |      |                  |
| 3   |      |                  |
| 4   |      |                  |
| 5   |      |                  |
| 6   |      |                  |
| 7   |      |                  |
| 8   |      |                  |
| 9   |      |                  |
| 10  |      |                  |

|                                      |  |                  |  |
|--------------------------------------|--|------------------|--|
| <b>Signed:</b>                       |  | <b>Date:</b>     |  |
| <b>Name:</b>                         |  | <b>Position:</b> |  |
| <b>SIGNED ON BEHALF OF TENDERER:</b> |  |                  |  |

**\*\*\* PLEASE ATTACH RECORD OF ADDENDA TO ANNEXURE 10.**

TENDER NO. SBM 59/24/25

# The Contract (Part C)

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

**PART C**

- Part C1 Agreement and Contract Data
- Part C2 Pricing Data
- Part C3 Scope of Works

TENDER NO. SBM 59/24/25

## Agreement and contract data (Part C1)

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

### **PART C1**

|           |                            |
|-----------|----------------------------|
| Part C1.1 | Form of Offer & Acceptance |
| Part C1.2 | Contract Data              |
| Part C1.3 | Performance Guarantee      |
| Part C1.4 | Form of Insurance          |
| Part C1.5 | Objections and Complaints  |

**FORM OF OFFER AND ACCEPTANCE - (PART C1.1)**

**1. OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**APPOINTMENT OF A SERVICE PROVIDER FOR SPECIFIED HUMAN SETTLEMENT PROJECTS IN THE MUNICIPAL AREA**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS:**

| PROJECT PHASE                   | Percentage (%) discount |
|---------------------------------|-------------------------|
| Part A – Service cost quantum   |                         |
| Part B – Top structures quantum |                         |

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**For the Tenderer:**

Signature .....

Name .....

Capacity .....

Name and address of organisation:

.....  
 .....

Name and signature of witness:

Signature .....

Name .....

Date .....

TENDER NO. SBM 59/24/25

2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Part C1 : Agreements and Contract Data (which includes this Agreement)

Part C2 : Pricing Data

Part C3 : Scope of Work

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall, within two weeks after receiving a completed copy of this Agreement including the Schedule of Deviation (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor), within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties,

For the Employer:

Signature .....

Name .....

Capacity .....

Name and address of organisation:

.....  
.....

Name and signature of witness:

Signature .....

Name .....

Date .....

TENDER NO. SBM 59/24/25

3. SCHEDULE OF DEVIATIONS

Notes:

- 1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
- 2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

1. Subject .....

Details .....

2. Subject .....

Details .....

3. Subject .....

Details .....

4. Subject .....

Details .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer

For the Employer

.....

.....

.....

Signature(s) .....

Name(s) .....

Capacity .....

Name and address of organization

Name and address of organization

.....

.....

.....

.....

Witness Signature .....

Witness Name .....

Date .....

TENDER NO. SBM 59/24/25

SALDANHA BAY MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR SPECIFIED HUMAN SETTLEMENT PROJECTS IN THE MUNICIPAL AREA

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The .....(day) of..... (month), 20.....(year)

at..... (place)

For the Contractor:

Signature.....

Name.....

Capacity.....

Signature and name of witness:

Signature.....

Name.....

## TENDER NO. SBM 59/24/25

**Contract Data - (Part C1.2)****1. CONDITIONS OF CONTRACT****1.1. Standard Professional Services Contract**

The **Standard Professional Services Contract (Third Edition, July 2009)** published by the Construction Industry Development Board is applicable to this.

Copies of these Conditions of Contract may be obtained from the Construction Industry Development Board's website [www.cidb.org.za](http://www.cidb.org.za).

**PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this Contract:

| Clause   | Description  |  |  |
|--|--|--|--|
| 1.   | The Employer is the <b>SALDANHA BAY MUNICIPALITY</b> .   |  |  |
| 1.   | The tender is for the procurement of <b>APPOINTMENT OF A SERVICE PROVIDER FOR SPECIFIED HUMAN SETTLEMENT PROJECTS IN THE MUNICIPAL AREA</b> .  |  |  |
| 3.4 and 4.3.2  | The Authorized and Designated representative of the Employer is:<br><b>Municipal Manager or Director: IPS</b>  |  |  |
|  | The Employer's address for receipt of communications is:   |  |  |
|  | <table border="1"> <tr> <td><b>Physical address:</b><br/>15 Main Road<br/>Investment Centre<br/>Vredenburg<br/>7380</td> <td><b>Postal address:</b><br/>SALDANHA BAY MUNICIPALITY<br/>Private Bag X12<br/>Vredenburg<br/>7380</td> </tr> </table>  | <b>Physical address:</b><br>15 Main Road<br>Investment Centre<br>Vredenburg<br>7380                | <b>Postal address:</b><br>SALDANHA BAY MUNICIPALITY<br>Private Bag X12<br>Vredenburg<br>7380                               |
| <b>Physical address:</b><br>15 Main Road<br>Investment Centre<br>Vredenburg<br>7380                | <b>Postal address:</b><br>SALDANHA BAY MUNICIPALITY<br>Private Bag X12<br>Vredenburg<br>7380   |  |  |
|  | <table border="1"> <tr> <td><b>Telephone: 022 701 7113</b><br/><b>Email: <a href="mailto:mun@sbm.gov.za">mun@sbm.gov.za</a></b></td> <td><b>Telephone: 022 701 6934</b><br/><b>Email: <a href="mailto:ryan.groenewald@sbm.gov.za">ryan.groenewald@sbm.gov.za</a></b></td> </tr> </table>   | <b>Telephone: 022 701 7113</b><br><b>Email: <a href="mailto:mun@sbm.gov.za">mun@sbm.gov.za</a></b> | <b>Telephone: 022 701 6934</b><br><b>Email: <a href="mailto:ryan.groenewald@sbm.gov.za">ryan.groenewald@sbm.gov.za</a></b> |
| <b>Telephone: 022 701 7113</b><br><b>Email: <a href="mailto:mun@sbm.gov.za">mun@sbm.gov.za</a></b> | <b>Telephone: 022 701 6934</b><br><b>Email: <a href="mailto:ryan.groenewald@sbm.gov.za">ryan.groenewald@sbm.gov.za</a></b>   |  |  |
| 3.5  | The Service Provider will be informed of the location of a specific task when a project specific scope of work for a specific project is issued.   |  |  |
| 3.6  | The Service Provider may release public or media statements or publish material related to the Services or Project subject to the approval of the Employer.  |  |  |
| 3.10   | This contract (Part 1) with the contract included in the project specific scope of work (Part 2) for a specific project constitutes the agreement and any representations not contained therein shall not be of any force or effect. No amendments will be of any force or effect unless reduced to writing by both Parties.               |  |  |
| 3.12   | Penalty (Include):<br>Non-submission or late submission of monthly progress reports, cash flow forecasts, and compliance certificates will be calculated at 0.1% of the total contract price per day   |  |  |
| 3.15   | Add:<br>The Service provider shall include a provisional project program with respect to each project. This program must contain identifiable milestones coupled to specific time frames. Upon appointment of the consultant this program will be agreed to with the client and this program may then be used as basis to apply penalties. |  |  |

## TENDER NO. SBM 59/24/25

| Clause                             | Description  |                      |   |
|------------------------------------|--|----------------------|---|
|                                    | Tenderer must have sufficient resources to complete project program as agreed upon between the client & tenderer. Programs will be discussed at briefing session with successful tenderer.   |                      |   |
| 4.7                                | Add:<br>The Employer will not be responsible for any overtime worked by or overtime payments made to personnel, or any additional costs not specified in the tender submitted by the Tenderer.   |                      |   |
| 5.1.1 and 5.1.2                    | Add:<br>Where services include the powers to certify, decide or otherwise exercise discretion in regard to a contractor agreement between the Employer and others then the Service provider shall act in respect of that contract/agreement as an independent.   |                      |   |
| 5.4.1                              | The Service Provider is required to provide the following insurance:<br><table border="1" data-bbox="343 801 1402 907"> <tr> <td>1. Insurance against</td> <td><b>Risk in performing professional services Professional Indemnity cover for each project tendered for. (Please attach to ANNEXURE 11).</b></td> </tr> </table>   | 1. Insurance against | <b>Risk in performing professional services Professional Indemnity cover for each project tendered for. (Please attach to ANNEXURE 11).</b> |
| 1. Insurance against               | <b>Risk in performing professional services Professional Indemnity cover for each project tendered for. (Please attach to ANNEXURE 11).</b>  |                      |   |
| 5.5                                | The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:<br><ol style="list-style-type: none"> <li>1. Appointing Sub Consultants for the performance of any part of the Services.</li> <li>2. Three (3) written quotation must be submitted to Employer for approval before any commencement of services rendered by sub-contractor/Sub consultant.</li> </ol>  |                      |   |
| 9.1                                | Copyright of documents prepared for the Project shall be vested with SALDANHA BAY MUNICIPALITY   |                      |   |
| Additional Clause to be added: 16  | Where not specifically indicated, all tendered prices, rates, tariffs, fees, etcetera are to include 15% VAT. Top Structures are zero percent VAT rated  |                      |   |
| Additional Clause to be added : 17 | CIDB B.U.I.L.D Programme<br>CIDB B.U.I.L.D Programme will be required to be implemented on projects within the required grading and value:<br>According to GOVERNMENT GAZETTE No. 48491, 28 April 2023:<br>"This Construction Industry Development Board Standard for Developing Skills through Infrastructure Contracts should be applied to;<br><br><b>Professional services contracts</b><br>a) a contract of R5 million or more, in the case of a professional service or service contract or an order issued in terms of such a contract; or"<br>b) Skills Development through CIDB BUILD Programme:<br>a)(Method 3) and /or Work Integrated Learners – P1 and P2 Learners<br>b)(Method 4) and/or Professional Candidates |                      |   |

**TENDER NO. SBM 59/24/25**

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

| Clause | Description  |                 |
|--------|--|-----------------|
| 5.3    | The authorized and designated representative of the Service Provider is: |                 |
|        | Name:  |                 |
|        | The Service Provider's address for receipt of communications is          |                 |
|        | Physical address:  | Postal address: |
|        |  |                 |
|        |  |                 |
|        |  |                 |
|        | Telephone:   |                 |
|        | Fax:   |                 |
|        | E-mail:  |                 |

## TENDER NO. SBM 59/24/25

**1.2. General Conditions of Contract for Construction works**

The **General Conditions of Contract for Construction works (Third Edition, 2015)** published by the South African Institution of Civil Employer's Agents SAICE is applicable to this.

**PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract-specific data are applicable to this Contract:

| CLAUSE  | DESCRIPTION  |   |  |  |  |
|---|--|---|--|--|--|
| 1.  | The Employer is the <b>SALDANHA BAY MUNICIPALITY</b> .   |   |  |  |  |
| 1.  | The tender is for the procurement of <b>APPOINTMENT OF A SERVICE PROVIDER FOR SPECIFIED HUMAN SETTLEMENT PROJECTS IN THE MUNICIPAL AREA</b> .  |   |  |  |  |
| 1.1.1.9   | The name of the Contractor is<br>.....<br>.....<br>.....<br>[Enter the Legal name of the Contractor].  |   |  |  |  |
| 3.4 and 4.3.2   | The Authorized and Designated representative of the Employer is:<br><b>Municipal Manager or Director: IPS</b>  |   |  |  |  |
|   | The Employer's address for receipt of communications is:   |   |  |  |  |
|   | <table border="1"> <tr> <td><b>Physical address:</b><br/>15 Main Road<br/>Investment Centre<br/>Vredenburg<br/>7380</td> <td><b>Postal address:</b><br/>SALDANHA BAY MUNICIPALITY<br/>Private Bag X12<br/>Vredenburg<br/>7380</td> </tr> <tr> <td><b>Telephone: 022 701 7113</b><br/><b>Email: mun@sbm.gov.za</b></td> <td><b>Telephone: 022 701 6934</b><br/><b>Email: ryan.groenewald@sbm.gov.za</b></td> </tr> </table> | <b>Physical address:</b><br>15 Main Road<br>Investment Centre<br>Vredenburg<br>7380 | <b>Postal address:</b><br>SALDANHA BAY MUNICIPALITY<br>Private Bag X12<br>Vredenburg<br>7380 | <b>Telephone: 022 701 7113</b><br><b>Email: mun@sbm.gov.za</b> | <b>Telephone: 022 701 6934</b><br><b>Email: ryan.groenewald@sbm.gov.za</b> |
| <b>Physical address:</b><br>15 Main Road<br>Investment Centre<br>Vredenburg<br>7380 | <b>Postal address:</b><br>SALDANHA BAY MUNICIPALITY<br>Private Bag X12<br>Vredenburg<br>7380   |   |  |  |  |
| <b>Telephone: 022 701 7113</b><br><b>Email: mun@sbm.gov.za</b>                      | <b>Telephone: 022 701 6934</b><br><b>Email: ryan.groenewald@sbm.gov.za</b>   |   |  |  |  |
| 1.1.1.13  | The Defects Liability Period is twelve (12) months measured from the date of the Certificate of Completion of each project.  |   |  |  |  |
| 1.1.1.14  | The overall project duration is seven (7) years however the project specific duration will be stipulated in the project scope.   |   |  |  |  |
| 1.1.1.15  | The name of the employer is Saldanha Bay Municipality.   |   |  |  |  |
| 1.1.1.16  | Removed  |   |  |  |  |
| 1.1.1.17  | Removed  |   |  |  |  |

**TENDER NO. SBM 59/24/25**

| CLAUSE  | DESCRIPTION  |
|---------|--|
| 1.2.1.2 | <p>Saldanha Bay Municipality’s address for receipt of communications and notices is:</p> <p>Telephone: 022 701 6134</p> <p>Email: <a href="mailto:Ryan.groenewald@sbm.gov.za">Ryan.groenewald@sbm.gov.za</a></p> <p>Address: 12 Main Road</p> <p style="padding-left: 40px;">Vredenburg</p> <p style="padding-left: 40px;">7380</p> <p>The Contractor’s address for receipt of communications and notices is:</p> <p>Telephone: ..... Facsimile: .....</p> <p>E-mail: .....</p> <p>Address (Postal): .....</p> <p>.....</p> <p>.....</p> <p>Address (Physical): .....</p> <p>.....</p> <p>.....</p>  |
| 1.3.2   | The governing law is the law of South Africa   |
| 3.2.3   | <p>Add:</p> <p>The service provider is required to obtain the specific approval of the Employer before executing any of the following functions or duties:</p> <ol style="list-style-type: none"> <li>1. The issuing of instructions for dealing with fossils and the like in terms of clause 4.7.1</li> <li>2. To repair and make good excepted risks in terms of clause 8.3.1</li> <li>3. Suspend the progress of the works in terms of clause 5.11.1</li> <li>4. The reduction of a penalty for delay in terms of clause 5.13.2</li> <li>5. The determination of additional or reduced costs arising from changes in legislation in terms of clause 6.8.4</li> <li>6. The inclusion of credits in the next payment certificate in terms of clause 10.1.5.2</li> <li>7. The agreeing of the adjustment of the sums for general items in terms of clauses 6.3 and 6.11.5</li> </ol> |

## TENDER NO. SBM 59/24/25

| CLAUSE | DESCRIPTION   |
|--------|---|
| 4.3.2  | <p>Replace:</p> <p>If required, and for the duration of this contract, the Service Provider shall provide proof to the Municipality that the Service Provider is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such proof shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided.</p>   |
| 4.4    | <p>Add:</p> <p>CIDB B.U.I.L.D Programme is applicable.</p> <ul style="list-style-type: none"> <li>i. The Service Provider to comply with the programme requirements</li> <li>ii. The Service Provider shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Contractor.</li> <li>iii. The contractual relationship between the Service Provider and any subcontractors selected by the Service Provider in consultation with the Employer in accordance with the requirements of and a procedure set out in the Scope of Work, shall be the same as if the Service Provider had appointed the subcontractor in terms of Clause 4.4.2.</li> <li>iv. Any appointment of a subcontractor in accordance with Clause 4.4.3 shall not amount to a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the contract.</li> <li>v. 4.4.5 In the event of termination of the contract under Clause 9.2, the subcontract in terms of Clause 4.4.3 shall be assigned to the Municipality upon such an instruction by the Employer.</li> </ul> |
| 5.3.1  | <p>Add:</p> <p>The documentation required before commencement with each project execution are:</p> <ul style="list-style-type: none"> <li>1. Performance Guarantee</li> <li>2. Letter of Good Standing</li> <li>3. Insurance</li> <li>4. Initial Programme</li> <li>5. Occupational Health and Safety Agreement</li> <li>6. Occupational Health and Safety Plan</li> </ul>  |
| 5.3.2  | <p>Add:</p> <p>The time to submit documentation from commencement date is fourteen (14) days</p>  |
| 5.4.2  | <p>Replace:</p> <p>Access to and possession of the site shall not be exclusive to the Contractor in so far as the provisions of Clause 4.8 apply and where ongoing use by the general public is required.</p> <p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site.</p>   |
| 5.8.1  | <p>Add:</p> <p>The non-working days are Sundays</p> <p>The special non-working days are:</p> <ul style="list-style-type: none"> <li>1. All Gazetted public holidays falling outside the year end break</li> <li>2. The year-end break will be as promulgated by SAFCEC.</li> </ul>  |
| 5.13.1 | <p>Add:</p> <p>The penalty for failing to complete the Works is R 3 000 per calendar day.</p>   |

## TENDER NO. SBM 59/24/25

| CLAUSE                                 | DESCRIPTION  |
|--|--|
| 5.16.3                                 | Add:<br>The latent defects period is ten (10) years.   |
| 6.2.1                                  | Add:<br>The Service Provider shall deliver to the Employer within such time as may be stated in the Contract Data a Performance Guarantee of an Insurance Company or Bank as security.<br>The said Company or Bank shall be subject to approval by the Municipality. The Performance Guarantee shall be ten per cent (10%) of the Tender Price.                            |
| 6.2.3                                  | Add:<br>The expiry date shall be the date of the issue by the Municipality, of the Certificate of Completion of the Works.   |
| 6.3.2                                  | Add the following to Clause 6.3.2:<br>Any variation order must also be approved by the Client.   |
| 6.8.2                                  | Replace:<br>Contract Price Adjustment will not be applicable to the contract.  |
| 6.8.3                                  | Replace:<br>Price adjustments for variations in the costs of special materials are not allowed.  |
| 6.8.4                                  | Add the following to Clause 6.8.4:<br>Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.  |
| 6.10.3                                 | Add the following to Clause 6.10.3:<br>The Limit of retention money is 10%<br>Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to retention by the Employer of an amount of 10% of the said amounts due to the Service Provider. A guarantee in lieu of retention is not permitted. |
| 6.10.4                                 | Add the following to clause 6.10.4:<br>Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.  |
| 8.6.1.3                                | Add:<br>The limit of indemnity for liability insurance required is R 10 000 000 per project.   |
| 8.6.1.1.3                              | Replace:<br>The amount to cover professional fees for repairing damages and loss to be included in the insurance sum is 10% of the value of the repair work.   |
| 10.4.1/10.7.1                          | Replace:<br>The determination of disputes shall first be settled amicably, if this is option fails, it will be by taken on Adjudication then Arbitration (if no agreement can be reached).   |
| Additional Conditions of Contract : 11 | Extension of time for abnormal rainfall:<br>Extension of time in respect of Clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:<br>$V = (Nw - Nn) + Rw - Rn$<br>Where:<br>V = Extension of time in calendar days in respect of the calendar month under consideration.                    |

## TENDER NO. SBM 59/24/25

| CLAUSE                             | DESCRIPTION   |
|------------------------------------|---|
|                                    | <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 10 mm or more has been recorded for the calendar month.</p> <p>Rw = Actual rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records</p> <p>For the purpose of this Contract the values of Nn, Rn and X shall be those assigned to them in the Scope of Works – refer to C.3.5.14.4.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Extension of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take into account flood damage which could cause or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during rainfall exceeds 10 mm. The factor (Rw – Rn) shall be considered to represent a fair allowance for variations from the average in the number of days which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorised persons.</p> |
| Additional Clause to be added : 12 | Where not specifically indicated, all tendered prices, rates, tariffs, fees, etcetera are to include 15% VAT.   |

**TENDER NO. SBM 59/24/25**

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

| Clause | Description  |                 |
|--------|--|-----------------|
| 5.3    | The authorized and designated representative of the Service Provider is: |                 |
|        | Name:  |                 |
|        | The Service Provider's address for receipt of communications is          |                 |
|        | Physical address:  | Postal address: |
|        |  |                 |
|        |  |                 |
|        |  |                 |
|        | Telephone:   |                 |
|        | Fax:   |                 |
|        | E-mail:  |                 |

**TENDER NO. SBM 59/24/25**

**1.3 Joint Building Contract Committee (JBCC) Principal Building Agreement and related documents**

The **Joint Building Contract Committee (JBCC) Principal Building Agreement (Edition 6.2, May 2018)** published by the **JBCC** is applicable to this.

**PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract-specific data are applicable to this Contract:

| CLAUSE           | DESCRIPTION   |
|------------------|---|
| 1.               | The Employer is the <b>SALDANHA BAY MUNICIPALITY</b> .  |
| 1.               | The tender is for the procurement of <b>APPOINTMENT OF A SERVICE PROVIDER FOR SPECIFIED HUMAN SETTLEMENT PROJECTS IN THE MUNICIPAL AREA</b> .   |
| 2.4              | <p>Saldanha Bay Municipality’s address for receipt of communications and notices is:<br/>                     Telephone: 022 701 6134<br/>                     Email: Ryan.groenewald@sbm.gov.za<br/>                     Address: 12 Main Road<br/>                               Vredenburg<br/>                               7380</p> <p>The Contractor’s address for receipt of communications and notices is:</p> <p>Telephone: ..... Facsimile: .....</p> <p>E-mail: .....</p> <p>Address (Postal): .....<br/>                     .....<br/>                     .....</p> <p>Address (Physical): .....<br/>                     .....<br/>                     .....</p> |
| 5.1              | Add:<br>Original signed document to be held by Employer.  |
| 5.5              | Add:<br>Contractor will receive 1 copy of drawings and documentation. Further copies will be at cost.   |
| 6.2              | Replace:<br>The contractor to appoint the Health and Safety Agent   |
| 8.4/10.1.1       | Replace:<br>Contract Works Insurance = R15 million per project  |
| 10.1 /<br>12.2.5 | Add:<br>Party responsible for insurances is the Service Provider.   |
| 10.1.2           | Add:<br>Public Liability Insurance is required.<br>Amount = R20 000 000 per project   |

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| CLAUSE      | DESCRIPTION  |
|-------------|--|
| 10.1.3      | Add:<br>Supplementary Insurance is required.<br>Amount = R10 000 000 per project   |
| 10.1.4      | Replace:<br>Removal of lateral support insurance is not required   |
| 10.10       | Replace:<br>Employer's separate insurance - not applicable   |
| 11.1.2      | Removed.   |
| 11.1.2      | Removed.   |
| 11.1.4      | Removed.   |
| 11.1.5      | Removed.   |
| 11.2        | Removed.   |
| 11.4        | Removed.   |
| 11.5        | Removed.   |
| 11.9        | Add:<br>Interest is 0%   |
| 12.1.1      | Removed.   |
| 12.1.2      | Add:<br>There are no specific requirements but existing properties border the site and will require a duty of care during construction.  |
| 12.1.3      | Add:<br>Foul sewers, watermains and limited stormwater infrastructure exist within the road reserve along the sites. Their location is indicated on the existing services plans and the Service Provider will be responsible for their preservation. |
| 12.1.4      | Add:<br>The Service Provider may not occupy any of the public open spaces within the existing housing area.  |
| 12.1.5      | Add:<br>Possession of the site – the site will be handed over to the Service Provider within 14 days of contract award.  |
| 12.1.7/25.7 | Add:<br>Payment of Certificates 30 days after signature of the Employer's agent and on release of funding by the Provincial department.  |
| 12.1.8      | Replace:<br>Advance payments are not applicable  |
| 12.1.10     | Replace:<br>Free issue does not apply  |
| 12.3        | Replace:<br>Progress meetings to be held monthly.  |
| 19.1.1/21.1 | Replace:<br>Time to achieve practical completion is dependent on the specific project phase.   |
| 20.1        | Replace:<br>Section completion is not applicable   |
| 24.1        | Add:<br>Penalty for late / non-completion R5000 per day  |

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| CLAUSE                            | DESCRIPTION   |
|-----------------------------------|---|
| 25.2                              | Replace:<br>Measurement date 25th month. Certificate due date 3rd following month.  |
| 25.3.2                            | Replace:<br>Materials and goods brought to the site will be paid for at 80% of the fair estimated material value.<br>Materials held off-site will not be paid for in interim certificates.  |
| 25.3.4                            | Replace:<br>Contract price adjustments are not applicable<br>The base month will be 4 months after the commencement of the contract.  |
| 25.14                             | Add:<br>Issue a final interim certificate within 14 days of the disputed final certificate.   |
| 30.7.4 (a)                        | Replace:<br>Arbitration – By the Chairman of the Association of Arbitrators (Southern Africa)   |
| Additional Clause to be added: 31 | CIDB B.U.I.L.D Programme<br>B.U.I.L.D programme is not applicable on construction of Top Structures   |
| Additional Clause to be added     | Top Structures are 0% VAT-rated<br>Be liable for any latent and patent defects in the roof construction and, waterproofing of the top structures for a period of 12 (twelve)-months calculated from the date of signing the final completion certificate of such a top structure. |

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

| Clause | Description  |
|--------|--|
| 5.3    | The authorized and designated representative of the Service Provider is: |
|        | Name:  |
|        | The Service Provider's address for receipt of communications is          |
|        | Physical address: <span style="float: right;">Postal address:</span>     |
|        |  |
|        |  |
|        | Telephone:   |
|        | Fax:   |
|        | E-mail:  |

**1.4 SPECIAL CONDITIONS**

| SPECIAL CONDITIONS   | REF IN PROPOSAL                    |
|--|------------------------------------|
| <b>A. SPECIAL CONDITIONS APPLICABLE TO PROCUREMENT IN ACHIEVING THE LOCAL- AND SOCIO-ECONOMIC OBJECTIVES</b>   |                                    |
| <p>1. The successful tenderer must sub-contract local small-, micro- or medium-sized enterprises to the value of 10 (ten) percent of the total value applicable to the construction costs for each specific project. In the execution of this obligation, the successful tenderer will record and agree with the Municipality:</p> <ul style="list-style-type: none"> <li>a) A process of selecting and appointing beneficiary sub-contractors. Sub-contractors registered on the CIDB and NHBRC as relevant.</li> <li>b) A process of reporting on performance and payments made to beneficiary sub-contractors (planned versus actual).</li> <li>c) A process of determining and calculating percentage increases, if relevant, as it relates to the commencement date of a phase within a particular year after the effective date.</li> </ul>  | <b>(Form 2.1.7 and Annexure 5)</b> |
| <p>2. The successful tenderer must use local unskilled labour for at least 70% of all its wage work/unskilled labour and submit reports thereof during its progress reporting. Please take note that this is not an EPWP project, but the project needs to comply with EPWP conditions and reporting. The municipality will provide guidelines in terms of the daily rate (8hr/day) for unskilled general labour, if and when the project planning is initiated. The daily rate for all construction related projects to be the same in the municipal area, as to avoid labour related issues and confusion. The daily rate guideline is normally higher than the standard rate for EPWP project, but lower than the engineering industry norms. This is done to ensure that service provider can create more job opportunities and still pay the unskilled labour a fair and acceptable rate.</p> | <b>(Annexure 5)</b>                |
| <p>3. Locally manufactured/supplied materials procured for this project must be sourced from local suppliers in the Saldanha Bay Municipal Area unless the successful tenderer upon providing evidence of significant cost benefits and unavailability of local material, obtain prior approval to purchase outside the municipal boundaries.</p>  | <b>(Annexure 5)</b>                |

**TENDER NO. SBM 59/24/25**

|  |   |
|--|---|
| <p>4. The successful tenderer will submit every quarter detail of the following:</p> <ul style="list-style-type: none"> <li>a) All employees and contractors on site: their salary/wages spent on local employees versus total wages/salary budget.</li> <li>b) Number of local employees employed versus per total workforce.</li> <li>c) Amount spent on local contractors versus budgeted.</li> <li>d) Amount spent on local suppliers of material or purchases versus budget</li> <li>e) Number of local employees trained as well as the type of training.</li> </ul>   | <p><b>(Annexure 5)</b></p>                |
| <p><b>B. OTHER CONDITIONS</b></p>  |   |
| <p>5. Please provide a bank rating certificate. No bridge financing will be provided by the municipality.</p>  | <p><b>(Form 2.1.8 and Annexure 6)</b></p> |
| <p><b>C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER AS PER C1.2 (CONTRACT DATA)</b></p>  |   |
| <p>6. Within thirty (30) days of receipt of the notification of approved project funding, the successful tenderer shall furnish to the Municipality a performance security of 10% for the execution of the fully funded project phase i.e per individual of phase of a project. The proceeds of the performance security shall be payable to the Municipality as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. The performance security shall be denominated in the currency of the contract, or a freely convertible currency acceptable to the Municipality and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank or financial institute located in the Municipality's country or abroad, acceptable to the Municipality, in the form provided in the bidding documents or another form acceptable to the Municipality. The performance security will be discharged by the Municipality 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. The original document will be kept at the municipality's records office.</p> <p>7. A retention fee of 10% of the construction cost will apply for each phase of each project.</p> |   |

## TENDER NO. SBM 59/24/25

**8. Unbundling of assets:**

Documentation required for the unbundling of the infrastructure project into assets:

- i) All As-built related documents and final bill of quantities aligned with the final account for this project must be submitted within two months after completion.
- ii) BOQ & As-built format: Please refer to the "Infrastructure Data Protocol document", "Example BOQ documents" & "CIDMS Module 3 document" (pg. 64 to 86) for specifications, formats and procedures. <https://sbm.gov.za/scm-documents/>

**APPOINTMENT OF A SERVICE PROVIDER FOR SPECIFIED HUMAN SETTLEMENT PROJECTS IN THE MUNICIPAL AREA**

**C1.3: PERFORMANCE GUARANTEE**

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means .....

“Physical” address .....

“Employer” means .....

“Engineer” means .....

“Works” means .....

“Site” means .....

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R .....

Amount in words: .....

“Guaranteed Sum” means: The maximum aggregate amount of R .....

Amount in words: .....

“Expiry Date” means: Date of issue by the Engineer of the Certificate of Completion of the Works.

**CONTRACT DETAILS**

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

**PERFORMANCE GUARANTEE**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

- 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

- 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
  
- 14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate’s Courts Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate’s Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate’s Court.

Signed at .....

Date .....

Guarantor’s signatory (1) .....

Capacity .....

Guarantor’s signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

TENDER NO. SBM 59/24/25

**FORM OF INSURANCE – PART C1.4**

This shall apply once the contract of which the tender will be executed by the service provider has been identified. Only documents confirming relevant insurances cover of the company for relevant categories of service can be attached on Annexure 11.

**Annexure to attach proof**

TENDER NO. SBM 59/24/25

**OBJECTIONS AND COMPLAINTS FORM (Part C1.5)**

(1) Details of Objector/Complainant

Name: \_\_\_\_\_

Address: (postal and street): \_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact person: \_\_\_\_\_

Reference number of Tender: \_\_\_\_\_

Other Party's Details (If any)

Name: \_\_\_\_\_

Address: (postal and street): \_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact person: \_\_\_\_\_

Reference number of Tender: \_\_\_\_\_

Description of Issue[s] in Dispute: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TENDER NO. SBM 59/24/25**

List of Documents Attached

---

**DETERMINATION SOUGHT IN RESPECT OF OBJECTION OR COMPLAINT**

---

Form submitted by:

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

TENDER NO. SBM 59/24/25

# PRICING DATA (Part C2)

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

**PART C2**

- Part C2.1 Pricing Instructions
- Part C2.2 Schedule of Activities

**PRICING INSTRUCTIONS - Part C2.1****C2.1 PRICING INSTRUCTIONS AND SCHEDULE**

1. As the actual price is dependent on standards as prescribed by the Department of Human Settlements within the quantum that may be applicable in accordance with the Housing Policy, it is accepted that all proposals will use the same price range. Refer to Section 27 of the tender for Norms and Standards of government subsidised units and latest subsidy quantum.
2. In order to be able to determine comparative prices, the Service provider's proposal must consist of two main components being:
  - Engineering Services cost per site (All-inclusive cost that is not limited to feasibility studies, design, construction of services); and
  - Tops Structure (Including professional fees and construction).
3. The Service Provider must confirm that it will perform all required duties and implement housing projects in accordance with the standards as prescribed by the Department of Human Settlements and Saldanha Bay Municipality within the quantum that may be applicable in accordance with the Housing Policy.
4. It is expected of service providers to provide a percentage (%) discount from the Housing subsidy quantum.
5. Where a service provider doesn't elect to provide a discount zero (0) percent (%), it must be indicated accordingly and it will be assumed that the price tendered per opportunity will be the housing subsidy quantum in accordance with the Housing Policy.
6. Please note that the subsidy quantum for an "IRDP A Grade Services (Single storey)" was utilised for evaluation purposes.
7. The municipality will decide on the type of opportunity to be utilised per project as outlined in Annexure 16.
8. The cost breakdown approved by the Department of Human Settlements is hereto attached as Annexure 16.
9. Housing subsidy quantum amount is inclusive of VAT (standard-rate or zero-rate where applicable). All relevant VAT legislation will be applicable on this Contract, this may result in different VAT rates being charged on for example on top structures and services. The VAT treatment of top structures in terms of the Housing Act is that the building of top structures in housing development schemes that qualify under the Housing Act is zero-rated for VAT purposes. Therefore, service providers building the top structures should issue zero-rated VAT invoices for goods and services supplied in respect of these part of the housing project. Other parts of the project such as underground infrastructure/services are standard rated for VAT.

**Pricing schedule:**

| Item   | Description    | Housing subsidy quantum | Weight      | Discount percentage |
|--------|----------------|-------------------------|-------------|---------------------|
| Part A | Service cost   | R 72 107.00             | 40%         |                     |
| Part B | Top structures | R 181 172.00            | 60%         |                     |
|        |                | <b>R 253 279.00</b>     | <b>100%</b> |                     |

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**SCHEDULE OF ACTIVITIES - C2.2****C 2.2 SUBSIDY QUANTUM**

Please ensure that the prices submitted is in line with the latest subsidy quantum information as attached to this tender per opportunity in Annexure 16.

## SCOPE OF WORK (Part C3)

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

### **PART C3**

Part C3.1

Descriptions of works

Part C3.2

General requirements (Housing Projects): Norms and Standards

## DESCRIPTION OF WORKS – PART C.3.1

The Provision of services as a service provider for various specified human settlement projects in the Municipal Area.

**INDEX**

1. Municipality objective
2. Project brief
3. Regulatory Framework
4. Project Specific Governance Arrangements
5. Scope of Work
6. Period and extend of project

| ITEM  | COMPLY<br>YES/NO | REF IN PROPOSAL |
|---|------------------|-----------------|
| <b>EXPRESSION OF INTEREST FOR: THE APPOINTMENT OF AN SERVICE PROVIDER TO ADDRESS THE HOUSING NEEDS OF SALDANHA BAY MUNICIPALITY</b>   |                  |                 |
| <b>MUNICIPALITY OBJECTIVE</b>   |                  |                 |
| 1. The Saldanha Bay Municipality wants to contract with an experienced service provider for the delivery of functional human settlements within its jurisdiction, for those specific areas identified. The envisaged projects will form part of the national and provincial human settlements subsidy program. It will be expected that the service provider will carry all the risks (including financial risks) for the execution of projects, with consideration given to the published subsidy quantum. |                  |                 |
| <b>PROJECT BRIEF</b>  |                  |                 |
| 2. Tenders are herewith requested from established service providers with a good track record of delivery and management of the full project cycle.   |                  |                 |
| 3. Funding will be applied for by the service provider for the implementation of the human settlement projects.   |                  |                 |

- |   |  |  |
|---|--|--|
| <p>4. The successful tenderer will be at risk for any financial overruns which are not provided for in the funding approval and subsidy quantum.</p> <p>5. Subject to contractually agreed-upon methods, the successful tenderer will conclude agreements with required providers of housing goods and services.</p> <p>6. The details of the projects required per area are attached hereto.</p> |  |  |
|---|--|--|

#### REGULATORY FRAMEWORK

7. The most significant legislation, prescripts and standards, but not limited to, related to the services required in this tender, are the following:
- The Local Government: Municipal Finance Management Act, 2003 [MFMA].
  - Construction Industry Development Board Act, 2000 and its concomitant Regulations and Practice Notes.
  - National Building Regulations and Building Standards Act, 1977.
  - National Environmental Management Act, 1998.
  - Occupational Health and Safety Act, 1993.
  - Project and Construction Management Professions Act, 2000.
  - Housing Act, 1997.
  - Housing Consumers Protection Measures Act, 1998.

Prescribed construction, engineering, and electrical standards, subsidy quantum and grant levels from the Department of Human Settlements (both National and Provincial).

#### PROJECT SPECIFIC GOVERNANCE FRAMEWORK

8. Compliant with sections 116(2)(a) to (d) of the MFMA, the following governance framework will apply to manage the contract within a sound governance environment, ensuring proper contract enforcement, monitoring monthly performance, and reporting on the performance of the contract:
- Contract:** The services provided by the service provider will be governed by a contract with the Saldanha Bay Municipality to be concluded within 3 months after award of the tender. The main objective of the contract is to plot the deliverables, project plan, project phases, financial management arrangements, quality assurance processes and other related contractual arrangements.
  - The delegated official** will be the contract manager for all housing provision and related matters by overseeing the execution of related services by the successful tenderer.

- c) **The delegated official** will be the contract manager for all services related to roads, water, wastewater, and related matters by overseeing the execution of related services by the successful tenderer.
- d) **A Housing Project Steering Committee** consisting of the relevant Directors and delegated managers from the Municipality, the successful tenderer and Provincial Department of Infrastructure, and Directors, Managers from applicable divisions within.
- e) **The Council Portfolio Committee**, consisting of the relevant Director and delegated Managers from applicable divisions within the Municipality and Portfolio Councillors, reporting to the Executive Mayoral Committee.

**All submissions to the Department of Infrastructure** must be submitted under the signature of the Municipal Manager after approval by the Directors of Infrastructure Planning Services.

9. A structured governance process will be put in place to ensure sound contract management and actual achievement of value for money service delivery, mindful of the following elements:
- i) The Service provider must comply with the Conditions and Special conditions of the tender;
  - ii) Once compliance has been met, the tender submission will be evaluated against the Functionality of the tender as well as price confirmations;
  - iii) On appointment of the successful Service provider, the following process is envisaged by the municipality:
    - a) The municipality will receive annual budget allocation from the Provincial Department of Infrastructure through the Division of Revenue Act;
    - b) The municipality makes budgetary provision, and the projects for the year are budgeted.
    - c) The municipality will, on an annual basis, officially communicate to the Service provider the projects budgeted for the financial year.
    - d) The pricing schedule format will be agreed to with the Service provider.
    - e) The phase of the project will determine the scope of work for the project and is as follows:
      - i. Project Initiation Application (where applicable)
      - ii. Project Feasibility Report (where applicable)
      - iii. Project Implementation Readiness report for services (where applicable)
      - iv. Project Implementation Readiness report for top structures (where applicable)
  - f) The following process will be followed in the municipality for each of the project phases:
    - i. Project Initiation Application  
The final application must be submitted to the municipality for approval before applying to the Provincial department for consideration.
    - ii. Project Feasibility Report

1. As part of the processes, the draft layouts and preliminary designs and reports of the development must be consulted with internal departments of the municipality for approval;
  2. Service confirmations must be obtained from service departments in the municipality
  3. The final application must be submitted to the municipality for approval before applying to the Provincial department for consideration.
- iii. Project Implementation Readiness report for services
1. As part of the processes, the draft and final designs of the development must be consulted with internal departments for approval and where comments are provided, amendments need to be attended to by the Service provider.
  2. The final application must be submitted to the municipality for approval before submitting the application to the Provincial department for consideration;
  3. As part of the implementation the municipality must be invited for regular inspections and test results with completion certificates must be provided to the municipality;
- iv. Project Implementation Readiness report for top structures
1. As part of the processes the draft designs of the top structures and SDP must be consulted with internal departments for approval and where comments are provided amendments needs to be attended to by the Service provider.
  2. The final application must be submitted to the municipality for approval before submitting the application to the Provincial department for consideration;
  3. Building plans needs to be submitted to the Building Control department for approval;
  4. As part of construction the municipality's Building Control department must be invited for inspections;
- g) Project costs will be determined and submitted to the Municipality by the Service provider based on the agreed rates within the subsidy quantum allowance.
- h) Project approval will be followed up by the Service provider and monthly updates provided by the Service provider to the municipality per project.
- i) The project will be commenced by the Service provider within the budgetary allowance of the municipality.
- j) Once project is approved by the Provincial department of Infrastructure payment will be made to the Service provider based on outputs achieved.

- k) Beneficiary Management process will be managed:
  - i. By the municipality for projects where the waiting list will be extracted for the particular project;
  - ii. The municipality will advertise the list for public consultation;
  - iii. Enquiries will be managed by the municipality on the list that was consulted.
  - iv. Subsidy applications, handover and title deed process will be managed by the municipality
  - v. The Service Provider must conduct a survey of all the informal structures within a demarcated area as instructed by the municipality from time to time and identify and compile a list of such structures and their occupants and determine the number of families and the number of potential beneficiaries who qualify for government housing subsidies.
- l) Regular project meetings to be arranged by the Service provider.
- iv) Regular monitoring of contract performance to be arranged by the Service provider.
- v) Quality assurance mechanisms will be agreed upon up front which include:
  - a) Project applications by the relevant department delegated to perform the function.
  - b) Assessment of applications prior to submission to the Provincial department for consideration
  - c) Project implementation for engineering services and top structures
  - d) Project assessment during the construction process
- vi) Service levels and Key Performance Indicators will be agreed up front.
- vii) Reporting formats will include monthly Project Meetings and additional meetings if required.
- viii) Payment schedules and phases of payment will be based on outputs.
- ix) Penalties will be agreed and applied.

Pre-approved procurement strategies per agreed work-packages.

#### **SCOPE OF WORK**

10. Services to be provided will include the following as well as matters related thereto:

- a) Submit project applications for funding, including a motivation for bulk, link, external, connector, temporary and rudimentary infrastructure primarily needed to ensure the successful delivery of human settlements, and must be designed upon confirmation of funding availability and cost-effectiveness, continue with construction. The link, external and connector services must be covered by the subsidy quantum.
- b) Registration of Project Initiation Document (PID)
- c) Pre-Planning Activities – Project Feasibility Report (PFR)
- d) Application processes – Project Implementation Readiness Report (PIRR) of installation of Service Phase and for Top Structure Phase
- e) Manage township establishment, town planning, environmental approval, and related public participation processes.
- f) Registration and approval of general plans.
- g) Design and construct civil engineering services, internal and external as contractually agreed to.
- h) All engineering design must be consulted with the municipality and circulated to the municipal engineering departments for inputs and approval to municipal standard.
- i) Design and construct houses that is in line with the national norms and standards and NHBRC standards for the different types of support available, including the inputs from Provincial department, amendment and approval by Municipality's Building Control department.
- j) Provide bridging finance.

Asset Unbundling must be conducted on all completed project in line with section 13 of Special Conditions

11. The parties agree that the following costing arrangements will be applicable:

- a) Each project will be divided into project phases and funding will be dependent on project phases approval.
- b) Once a project phase is approved, it will be structured into project specific scope of work, where relevant.
- c) For each project or phase of a project, the successful tenderer will prepare and submit:
  - i. A detailed Bill of Quantities [BoQ] per housing unit, separately costing the top-structures and the internal engineering services, the latter depicting the civil-, roads & storm water, potable water-, sewer water born - and other related services that will ensure functionality of all services.
  - ii. A standard rate structure that will apply per housing unit for project- and other related management services, if relevant.

12. The information to the Municipality will provide proof of transparency testing of the market-relatedness and cost effectiveness of the costs and ratios applied by the successful tenderer. Any variation on change in scope, standards, and designs with or without a financial impact must be documented in a variation order for consideration by the municipality and approval of additional funds by the Provincial Department.

13. The successful tenderer acts as a **service provider** of the Municipality and has no authority to bind the Municipality contractually or otherwise, unless differently agreed to with the delegated authority.
14. The parties will submit to the delegated official to discuss the costing submitted by the successful tenderer and the Municipality's findings and agree on the final financial arrangements. Should the parties fail to reach an amicable arrangement, the contractually agreed dispute provisions will apply.
15. The Employer (Municipality) reserves the right to withdraw, suspend, or cancel any project, in whole or in part, where the implementation of such project is dependent on the availability, completion, or upgrading of bulk and/or link services (including but not limited to water, sanitation, electricity, and road infrastructure).
16. If the required bulk and/or link services are delayed, unavailable, or otherwise not in place, the Employer may, at its sole discretion, cancel the project without incurring any liability, claim for damages, or penalties of whatsoever nature from the Service Provider.
17. The priorities listed in the table below is indicative only and might change over the seven (7) year period.

18. These projects will be rendered at the following identified areas:

| NO | Project Description | Housing Program | Number of Stands/ Units | Town / Suburb               | Status / Progress  | Priority | Service required on the project by the SERVICE PROVIDER  | Estimated project cost based on subsidy quantum (Excl all variances) |
|----|---------------------|-----------------|-------------------------|-----------------------------|--|----------|--|--|
| 1  | Laingville Erf 80   | IRDP            | 305                     | St Helena Bay - Laingville  | The project is currently in the feasibility phase and is scheduled for completion in September 2025. | 5        | 1. Engineering services application to be done, on approval the construction of services.<br>2. Application and construction of Top Structures for qualifying beneficiaries                  | R 77,250,095   |
| 2  | White City 130      | IRDP            | 108                     | Saldanha – White City       | The project is currently in the feasibility phase and is scheduled for completion in December 2025.  | 8        | 1. Engineering services application to be done, on approval construction of services<br>2. Application and construction of Top Structures for qualifying beneficiaries                       | R 27,354,132   |
| 3  | George Kerridge 300 | IRDP            | 284                     | Vredenburg, George Kerridge | Feasibility studies are in process, and it is estimated to be completed by November 2025.            | 7        | 1. Engineering services application to be done, upon approval construction of services.<br>2. Application for temporary structures for relocation of households and relocation of households | R 45,768,872   |

|   |   |       |  |                               |  |   |  |               |
|---|---|-------|--|-------------------------------|--|---|--|---------------|
| 4 | Louvville South                         | IRDP  | 630 (Estimate)                             | Vredenburg – Louvville        | The project is currently in the feasibility phase and is scheduled for completion in December 2025.  | 4 | 1. Engineering services application to be done, on approval construction of services<br>2. Application and construction of Top Structures for qualifying beneficiaries | R 159,565,770 |
| 5 | Middelpos North                         | IRDP  | 808  | Saldanha – Middelpos          | The project is currently in the feasibility phase and is scheduled for completion in December 2025.  | 6 | 1. Construction of engineering services<br>2. Application for temporary structures for relocation of households and relocation of households                           | R 114,364,586 |
| 6 | Vredenburg Urban Revitalisation Project | IRDP  | 984 sites<br>208 top structures (Estimate) | Vredenburg – Louvville        | The project is currently in the feasibility phase and is scheduled for completion in December 2025.  | 3 | 1. Engineering services application to be done, on approval construction of services<br>2. Application and construction of Top Structures for qualifying beneficiaries | R 108,637,064 |
| 7 | Stompneusbaai development               | IRDP  | 185  | St Helena Bay - Stompneusbaai | The project is currently in the feasibility phase and is scheduled for completion in March 2026.     | 2 | 1. Engineering services application to be done, on approval construction of services<br>2. Application and construction of Top Structures for qualifying beneficiaries | R 46,856,615  |
| 8 | White City 20                           | ISUPG | 20   | Saldanha – White City         | The project is currently in the construction phase and is planned to be completed in September 2025. | 1 | 1. Application and construction of Top Structures for qualifying beneficiaries   | R 3,623,440   |

**PERIOD AND EXTENT OF THE PROJECT**

19. It is specifically recorded that this contract is linked to a specific timeframe of **seven (7) years** that is dependent on funding allocation from the Provincial Department of Infrastructure.
20. In mitigating potential risks of a 'contract in perpetuity' arrangement, the Municipality will strictly observe the following MFMA provisions:
- a) As per section 116(1)(b)(iii) of the MFMA, the contract will be regularly assessed and once every three (3) years will be reviewed to determine whether it is still relevant. If found that certain projects were not commenced during a three-year period, those projects may be removed from the project scope.
- As per section 33 of the MFMA, if the scope of work activities may exceed the 3 (three) financial year obligations covered in the annual budget of the Municipality, the procedure discussed above will apply.

**GENERAL REQUIREMENTS (HOUSING PROJECTS): NORMS AND STANDARDS –  
PART C3.2**

The following documents must be utilized during the execution of projects (all phases as and where applicable):

- a) Minimum Design and Construction Standards for Internal A Grade Engineering Services, Version 01/14 (April 2014) **(Annexure 16)**
- b) Minimum Standards for Subsidized (BNG) Houses (April 2018) **(Annexure 16)**
- c) General Technical Specifications for the minimum standard of electrical installation for housing projects funded / subsidized by the department of Human Settlements (September 2016) **(Annexure 16)**

**ANNEXURE 1**  
**AUTHORITY OF SIGNATORY**

**ANNEXURE 2**  
**PREVIOUS EXPERIENCE**

**ANNEXURE 3**  
**KEY PERSONNEL – CV's**

**ANNEXURE 4**  
**INFRASTRUCTURE & RESOURCES**

**ANNEXURE 5**  
**APPROACH AND METHODOLOGY /**  
**WORKPLAN**

**ANNEXURE 6**  
**FINANCIAL REFERENCES**  
**PROVIDE BANK RATING**

**ANNEXURE 7**  
**B-BBEE STATUS LEVEL**

**ANNEXURE 8**  
**MUNICIPAL INFORMATION**

**ANNEXURE 9**  
**VALID TAX CLEARANCE CERTIFICATE**

**ANNEXURE 10**  
**RECORD OF ADDENDA**

**ANNEXURE 11**

**RELEVANT INSURANCES OF THE COMPANY  
FOR PROFESSIONAL SERVICES AND  
CONSTRUCTION**

**ANNEXURE 12**  
**COMPANY PROFILE**

**ANNEXURE 13**  
**COMPANY REGISTRATION & SHAREHOLDING**

**ANNEXURE 14**  
**ATTENDANCE REGISTER AND CLARIFICATION**  
**MEETING MINUTES**

**ANNEXURE 15**

**ISO CERTIFICATE AND OTHER  
(i.e. ISO 9001, etc.)**

## **ANNEXURE 16**

# **NORMS AND STANDARDS FOR ENGINEERING SERVICES STANDARDS, TOP STRUCTURES AND ELECTRICAL AND SUBSIDY QUANTUM**