

TENDER DOCUMENT

TENDER NO SBM: 24/21/22

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR COMPILATION OF A 5TH GENERATION IDP PROCESS PLAN AND INTEGRATED DEVELOPMENT PLAN (IDP) 2023 - 2027 FOR SALDANHA BAY MUNICIPALITY (SBM).

CLOSING DATE: 18 February 2022

CLOSING TIME: 12:00

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
VREDENBURG
7380

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

OR

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

Buller / Investment Centre
15 Main Road
Ground Floor
VREDENBURG

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

TENDERER	
NAME OF TENDERER
ADDRESS
TEL NO

Initial _____

CSD DATABASE REG NO*

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person : Abri Adonis

Tel : 022 701 6922

Email: abri.adonis@sbm.gov.za

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

Contact Person: Mr. Abe Du Plessis

Email: Abe.duplessis@sbm.gov.za

Initial_____

CHECKLIST

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

PLEASE TICK BOX ☒ THE LEFT

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

DECLARATION

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

.....
Name

.....
Signature

.....
Date

.....
Capacity

.....
Name of Firm

Initial_____

INDEX

SECTION 1		PAGE
1.1	ADVERTISEMENT	5
1.2	TENDER CONDITIONS AND INFORMATION	6
1.3	GENERAL CONDITIONS OF CONTRACT	12
SECTION 2		
2.1	MBD 1: INVITATION TO BID	25
2.2	MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS	27
SECTION 3		
3.1	MBD 4: DECLARATION OF INTEREST	28
3.2	MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	31
3.3	MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	38
3.4	MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	41
SECTION 4		
4.1	SPECIAL CONDITIONS OF CONTRACT	45
4.2	CENTRAL SUPPLIER DATABASE	46
4.3	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	47
4.4	SPECIFICATIONS AND PRICING SCHEDULE	48
4.5	SCHEDULE OF PREVIOUS EXPERIENCE	66
4.6	PRICING AND DELIVERY SCHEDULE	67
4.7	MBD 7.2 CONTRACT FORM	68
4.8	PRICE ADJUSTMENTS	71
4.9	OMMISSIONS, ALTERATIONS AND ADDITIONS	72
4.10	SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT	73
4.11	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	74
4.12	E-PORTAL DECLARATION	76
4.13	SUPPORTING DOCUMENTATION FROM TENDERER	77

Initial_____

SECTION 1.1

ADVERTISEMENT

MUNISIPALITEIT SALDANHABAAI
TENDERNOMMER SBM 24/21/22

BESKRYWING: AANSTELLING VAN 'N DIENSVERSKAFER VIR DIE SAMESTELLING VAN DIE 5^{DE} GENERASIE GEINTEGREERDE ONTWIKKELINGS PLAN 2023-2027 VIR SALDANHABAAI MUNISIPALITEIT.

Tender dokumente is beskikbaar vir aflaai op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik opgetel word by Mnr. C de Bruyn, Hoofstraat 15, Buller/Beleggingsentrum, Vredenburg vanaf **Maandag, 24 JANUARIE 2022** teen 'n nie-terugbetaalbare tender deposito van R172.50. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.

Navrae kan gerig word aan: Mnr. Abe Du Plessis.
E-pos: Abe.duplessis@sbm.gov.za

Tenders moet in die tenderbus by die Buller/Belegingsentrum, Hoofstraat 15, Grondvloer, Vredenburg geplaas word voor **12:00 op 18 FEBRUARIE 2022** en moet in 'n geseëde koefert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

'n Verpligte inligtingsessie sal plaasvind in die, **RAADSAAL** geleë te **HOOFSTRAAT 12, Vredenburg** op **Vrydag 28 JANUARIE 2022 stiptelik om 12:00.**

- **Alle Covid-19 Gesondeid en veiligheid protokol sal in plek wees.**
- **Geen grasie periode sal toegelaat word nie.**

Na die sluitingsuur sal in die tenders in publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie. Die **80/20** voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygingsregulasies Nr. R32 van 20 Januarie 2017 (B-BBEE) sal in die beoordeling van hierdie tender gebruik word.

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

Mnr. H.F. Mettler
MUNISIPALE BESTUURDER
Munisipaliteit Saldanhabaai
Privaatsak X 12
VREDENBURG
7380

SALDANHA BAY MUNICIPALITY
TENDER NUMBER SBM 24/21/22

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR COMPILATION OF THE 5TH GENERATION IDP PROCESS PLAN AND INTEGRATED DEVELOPMENT PLAN (IDP) 2023 - 2027 FOR SALDANHA BAY MUNICIPALITY (SBM).

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected from Mr. C de Bruyn, 15 Main Road, Buller/Investment Centre, Vredenburg from **Monday, 24 JANUARY 2022**, at a non-refundable tender deposit of R172.50. A proof of deposit is required for the collection of tender documents.

Enquiries can be directed to: Mr. Abe Du Plessis.
Email: Abe.duplessis@sbm.gov.za

Tenders must be placed in the tender box at the Buller/Investment Centre, 15 Main Road, Ground Floor, Vredenburg before **12:00 on 18 February 2022**, in a sealed envelope upon the outside whereon is clearly marked the aforementioned tender number and description.

A compulsory information session (clarification meeting) will take place at the **COUNCIL CHAMBERS, 12 MAIN STREET** Vredenburg on **Friday 28 JANUARY 2022 promptly at 12:00.**

- **All Covid-19 Health and safety protocols will be adhered to.**
- **No grace period will be allowed.**

The tenders shall be opened in public after the closing hour. Any or the lowest tender will not necessarily be accepted. The **80/20** preference point system as contained in the Preferential Procurement Regulations No. R32 of 20 January 2017 (B-BBEE) will be used in the adjudication of this tender.

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

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

Initial _____

SECTION 1.2

TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

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

1.2.2 Acceptance or Rejection of a Tender

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

1.2.3 Validity Period

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

1.2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za 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 SBM Municipality bank account payable to the SBM Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

1.2.5 Registration on Accredited Supplier Database

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

Initial_____

1.2.6 Completion of Tender Documents

- (a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender.
All the pages must be initialled by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.
- (b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- (c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- (d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.
- (e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialled.
- (f) The bidder should verify regularly on E-tender whether there are any addendums before submission and addendums must be submitted with the tender document.

1.2.7 Compulsory Documentation

1.2.7.1 Income Tax Clearance Certificate

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

1.2.7.2 Construction Industry Development Board (CIDB)

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

1.2.7.3 Municipal Rates, Taxes and Charges

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

Initial _____

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

1.2.8 **Authorized Signatory**

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

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

1.2.9 **Site / Information Meetings**

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

1.2.10 **Samples**

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

1.2.11 **Quantities of Specific Items**

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

1.2.12 **Submission of Tender**

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

- placed in the **tender box at the Buller/Investment Centre, Ground Floor, 15 Main Road, Vredenburg by not later than 12:00 on Friday FEBRUARY 2022.**

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

Initial_____

1.2.13 Expenses Incurred in Preparation of Tender

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

1.2.14 Contact with Municipality after Tender Closure Date

Bidders shall not contact the SBM Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded.

If a bidder wishes to bring additional information to the notice of the SBM Municipality, it should do so in writing to the SBM Municipality. Any effort by the firm to influence the SBM Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.15 Opening, Recording and Publications of Tenders Received

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

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

1.2.16 Evaluation of Tenders

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

1.2.17 Supply Chain Management Policy and Regulations

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

1.2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted.

The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

Initial _____

1.2.19 Language of Contract

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

1.2.20 Stamp and Other Duties

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

1.2.21 Wrong Information Furnished

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

1.2.22 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Mr. Abri Adonis, Tel: 022 701 6922 or e-mail abri.adonis@sbm.gov.za. Enquiries regarding the specifications may be addressed to Abe Du Plessis e-mail: Abe.duplessis@sbm.gov.za.

1.2.23 Intellectual Property Ownership

The tenderer / Contractor agrees to tender and perform the mutually agreed services as stipulated in the tender and any amendments thereto on the basis that the Tenderer / Contractor (T/C) hereby assigns to SBM all rights, including, without implication, copyrights, patents, trademark rights, and any other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets. (i) Developed or created by the T/C, solely or jointly with others during the course of performing work for or on behalf of SBM. (ii) That the T/C conceives, develops, discovers or makes in whole or in part during the T/C employment by SBM that relate to the business of SBM.

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

Initial_____

1.2.24 Submission of Invoices:

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

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

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

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

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

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

PRINT NAME

SIGNATURE

DATE

Initial_____

SECTION 1.3

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

Initial_____

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

Initial_____

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

Initial_____

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

Initial_____

- supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
 - 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be ejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
 - 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

Initial_____

12. Transportation

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

13. Incidental services

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

14. Spare parts

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- The supplier further warrants that all goods supplied under this contract

Initial_____

shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

Initial_____

20. Subcontracts

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

21. Delays in the supplier's performance

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

Initial_____

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager,

Initial_____

director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

Initial_____

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

Initial_____

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

Initial_____

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

Initial_____

SECTION 2.1**MBD 1****INVITATION TO BID**

<p align="center">YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)</p>
--

BID NUMBER: **SBM 24/21/22** CLOSING DATE: **18 February 2022** CLOSING TIME: **12:00**

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR COMPILATION OF A 5TH GENERATION IDP PROCESS PLAN AND INTEGRATED DEVELOPMENT PLAN (IDP) 2023 - 2027 FOR SALDANHA BAY MUNICIPALITY (SBM).

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

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
Vredenburg
Western Cape
7380

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Buller / Investment Centre
15 Main Road
Ground Floor
VREDENBURG

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

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

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

<p align="center">THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</p>
--

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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

Initial _____

CELLPHONE NUMBER

EMAIL ADDRESS

VAT REGISTRATION NUMBER

HAS A TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)?

YES / NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / AFFIDAVIT BEEN SUBMITTED?
(MBD 6.1)

YES / NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

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

A REGISTERED AUDITOR☐
[TICK APPLICABLE BOX]

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /
SERVICES OFFERED BY YOU?

YES / NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER.....

DATE

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

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Abri Adonis

Tel: 022 701 6922

Fax: 022 714 1028

E-mail address: abri.adonis@sbm.gov.za

Initial_____

SECTION 2.2**MBD 2****TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

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

Initial _____

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

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number.....

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.....

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

Initial_____

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

..... **YES / NO**

3.10.1 If yes, furnish particulars.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.11.1 If yes, furnish particulars.....

.....

3.12 Are any of the company's directors, trustees, managers, Principle shareholders or stakeholders in service of the state?

YES / NO

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....

.....

Initial_____

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Initial_____

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

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

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

1. GENERAL CONDITIONS

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

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

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

Initial_____

2. DEFINITIONS

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

Initial_____

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

Initial _____

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

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

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

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

Initial _____

- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 8.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

- 9.2 VAT registration number:.....

- 9.3 Company registration number:.....

- 9.4 TYPE OF COMPANY/ FIRM

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

Initial_____

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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

Initial _____

shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

Initial_____

SECTION 3.3

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully 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? (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).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register, enter the National Treasury's website, www.treasury.gov.za, 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).	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Initial _____

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

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

Initial _____

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

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

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

Director 1 Address:**Mr. / Mrs** _____

Director 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** _____

Initial _____

SECTION 3.4**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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:

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

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

Initial _____

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of 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;
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

Initial _____

MBD 9

- (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 consortium³ will not be construed as collusive bidding.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Initial_____

MBD 9

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Js9141w 4

Initial_____

SECTION 4.1

SPECIAL CONDITIONS OF CONTRACT

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All sub items must be completed in full, to be considered for the tender. Blank spaces will render the bid non-responsive. Where R0.00 is charge, it must be indicated as R0.00.
3. The unit prices offered in the Pricing Schedule must include transport, communication, staffing and technical requirements. The prices must be annually fixed for the duration of the contract.

Initial_____

SECTION 4.2

Central Supplier Database (CSD)

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

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

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

Enquiries can be made to Mr. A. Adonis or Mr. S. Macetyana at 022-701 6824.

CSD registration number (if registered):

Initial_____

SECTION 4.3**TENDER SBM 24/21/22****CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

..... (Tenderer)

of(address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on(date), starting at

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting: (Refer to F 2.7)

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name Signature

Capacity Date & Time

Initial _____

SECTION 4.4

SPECIFICATIONS AND PRICING SCHEDULE

SCOPE OF WORKS – C3

Compiling of the 5th Generation IDP Process Plan and Integrated Development Plan (IDP) 2023 - 2027 for Saldanha Bay Municipality (SBM).

SECTION 1

1.1 General

Tenders are hereby invited for the compiling of the 5th Generation IDP – 2023 to 2027 for SBM during the period 1 June 2022 until 31 May 2023.

Prospective bidders must familiarise themselves with the unique environment of SBM with special reference to capacity, internal and external processes, levels of service delivery, Socio–Econ data, local economic and community development, Sector and stakeholder analysis and levels of community participation.

1.2 Definitions

“Community Participation (CD)” means public participation as envisages in Chapter 4 of the Local Government: Municipal Systems Act No. 32 of 2000 (MSA)

“Development” means sustainable development and includes integrated social, economic, environmental, spatial, infrastructure, institutional, organisational and human resource upliftment of community, aimed at improving the quality of life of its members with specific reference to the poor and other disadvantage sections of the community, and ensuring that development serves present and future generations.

“Developmental Local Government” means that a municipality must be developmental orientated as envisage in section 23 of the MSA

“Disaster Management Plans” is an information guide to the relevant role players in SBM and shall advise how to lead in case of a disaster to prevent or at least mitigate negative effects on the Greater Saldanha Bay Municipal area.

“Executive Management Team (EMT)” means the SBM Municipal Manager (MM) and the Directors (5) directly reporting to the MM.

Initial_____

“Framework for integrated development planning” means planning on a district municipal level as envisaged in section 27 of the MSA

“Integrated Development Plan (IDP)” means a plan as envisages in section 25 of the MSA

“Local Economic Development (LED)” means an approach towards economic development which allows and encourages local people to work together to achieve sustainable economic growth and development thereby bringing economic benefits and improved quality of life for all residents in a local municipal area.

“Long Term Financial Plan” entails considering various financing strategies, policies and levels of investments that will maximise the probability of the municipality’s financial sustainability into the future and help it to respond to the demands of its IDP and remain resilient in a changing environment. This is achieved by forecasting future revenues, affordable expenditure levels and cash flows based on the municipality’s historic performance and an assessment of the expected future environment”.

“Municipal Spatial Development Framework (MSDF)” is a long-term forward planning document which spatially indicates the long-term growth and development path of a municipality and co-ordinates the spatial implications of all strategic sector plans (engineering, transport, economic, housing, community services, etc.) of a municipality

“Operational Management Team (OMT)” means the SBM Managers operating under SBM Directors on TASK levels T 14 to T18.

“Operational Strategies” are aspects of operations management that are concerned with long term planning for services delivery and implementation strategies and focus on the goals and aspirations of the municipality, as well as the actual plans for ensuring that the municipality achieve its targets.

“Sector Plans” means a long-range National or Provincial plan for a specific geographic area of at least 15,000 acres in one or more local governmental jurisdictions and must be included in the IDP of the local municipality.

“Service Delivery and Budget Implementation Plan (SDBIP)” means a detailed plan approved by the Mayor of a Municipality in terms of section 53 (1) (c) (ii) of the Municipal Finance Management Act for implementing the Municipality’s delivery of municipal services and its annual budget.

“Whole of Society Approach (WoSA)” embeds and institutionalises a collaborative approach to service delivery which includes local, provincial and national government,

Initial_____

state-owned institutions, the private sector and civil society (viz. stakeholders) to address a community's specific needs, thereby creating "public value" in the communities concerned.

1.3 Alterations to Conditions of Tender, Specifications

Should the bidder desire to make any alterations in the "Conditions of the Tender" and/or Specifications specific mention thereof must be made on the first page of the proposal letter and attached to the rest of the bid documents when submitted. When doing so it must clearly refer to the affected sections. The sole discretion to accept or not to accept the changes will rest with SBM. If not clearly price and marked as an alternative bid and/or no other bid provided without the alterations, the bid may be deemed as non-responsive if the alterations are not acceptable.

1.4 Completeness of Tender

Tenderer shall include in the pricing, all components not specifically mentioned, but needed to complete a functional score sheet of the plan. It is the responsibility of the Tenderers to acquaint themselves with unspecified items to complete the project / plan.

1.5 Tender response

The response for this tender must include the following information:

- Any alterations to the conditions or specifications of the tender as per 1.3 above
- Company profile including its General Overview, Capability, Client base, Information on Black Empowerment in the Company as well as details of the company's activities and commitments pertaining to community upliftment and other relevant programmes
- Pricing as per pricing schedule

For evaluation purposes it is necessary that Tenderers must comply to the following instruction:

- Tender prices must be structured in a manner that will enable SBM to consider funding the implementation of the whole project, or any part of the project, depending on variable requirements of individual authorities or monetary constraints.

Initial_____

SECTION 2: TERMS OF REFERENCE

2.1 Introduction and background

The Saldanha Bay Municipality (SBM) was established in December 2000 after the amalgamation of the former municipal structures of the West Coast Peninsula Transitional Council (Vredenburg, Saldanha and St Helena Bay), Hopefield and Langebaan.

International Context: The Saldanha Bay area is endowed with natural and locational characteristics which provides opportunity for the area to directly compete in the international arena for investment and development. The natural deep-water harbour provides comparative advantages around which globally competitive and job rich sectors can be built. Saldanha Bay is ideally positioned to serve the booming African offshore oil and gas industry, through marine manufacturing, which includes ship and rig repair, refurbishment and boatbuilding. This has resulted in the strategic government initiative of the establishment of an Industrial Development Zone (IDZ) in Saldanha Bay as a catalyst to expand the potential of the harbour and launch an Oil and Gas services cluster to attract international investment. The global Covid 19 pandemic that spread all over the world since January 2020 has dramatically altered the way in which all nations interact.

National Context: The Saldanha Bay area plays an important role in the broader strategic framework of the South African Government as driven by the National Development Plan and National Growth Plan. Saldanha Bay was identified as a presidential priority development region in 2011 by the National Planning Commission. The National Development Plan 2012 (NDP) identifies the Greater Saldanha region as a special intervention area, attributed to the natural deep-water harbour and industrial development prospects that warrant its designation as a national growth management zone. The Saldanha Bay Industrial Development Zone (IDZ) was officially launched by President Jacob Zuma on 31 October 2013. The establishment of the IDZ serves as an important mechanism to achieve the government's aim of sustainable economic development and job creation in the localized economy, Page 35 of 253 diversification and transformation of the historically under-developed and under-supported industrial maritime and energy sectors; and broadening of the regional and national economic base through industrialisation. The area forms part of two Strategic Integrated Projects (SIPs) resulting from the government's National Infrastructure Plan of 2012 which have direct relevance to Saldanha Bay Municipality; SIP 5: development of the Saldanha-Northern Cape Corridor through rail and port expansion, industrial capacity and strengthening maritime support capacity and SIP 8: supporting green energy initiatives on a national scale through a diverse range of clean energy options such as biofuel and gas production facilities. The area also plays an integral part in Operation Phakisa,

Initial_____

which is a Presidential Led Government Programme to assist in implementing and fast-tracking the National Development Plan. The bay area and two specific aquaculture projects have been highlighted in the Oceans Economy initiative of Operation Phakisa as a focus area and enabler for growth and development. The Covid 19 pandemic will have a significant influence on the economic, social and spatial patterns of SA over the next couple of years.

Provincial Context: The Western Cape Government together with the City of Cape Town drafted the OneCape2040 initiative, a development initiative to provide a long-term economic vision and plan for the Western Cape. The Saldanha Bay area has been identified in OneCape2040 as one of two provincial 'regional' motors of economic significance. This has been further endorsed in the Provincial Spatial Development Framework 2014 (PSDF) that sets out the Province's agenda for the sustainable development and management of its urban and rural areas. Although an identified functional region on its own, due to its interrelationship with the metropole region with regard to economic and ecological aspects, the municipal area is also seen as part of the Greater Cape Metro functional region. The Socio-economic Profile of Saldanha Bay Municipality as issued by the Western Cape Government Provincial Treasury in 2019 indicates that the Saldanha Bay economy is amongst the fastest in the province. Iron ore export and crude oil import in the province take place exclusively through the port of Saldanha.

District Context: The Provincial Treasury's Socio-economic Profile (SEP) of Saldanha Bay Municipality indicates that Saldanha Bay is the fastest growing municipality in the district. The economic (GDPR) contributions within the West Coast District Spatial Development Framework (2020) reflects Saldanha Bay (30.6%) and Swartland (27.1%) Municipality as the two biggest economies in the study area. Economic growth in the Saldanha Bay area, being the biggest economic contributor in the district, was high at 3.8%. The Greater Saldanha Region Spatial Implementation Framework (2021) recognises the area as being the most significant area of spatial development potential within the West Coast district, ascribed to the massing of potential development projects in the area (as represented by the Saldanha Bay IDZ, port upgrades, projected upgrades of the Sishen-Saldanha iron ore programme etc.) and the coastal settlement areas seen as having tourism development potential (e.g. Langebaan, Paternoster, etc.). It further identifies the area as part of the southern portion of the District which has the strongest functional linkages to the Greater Cape Metro region and thus is most open to the movement of people, goods and trade at a scale most likely to have a material developmental impact.

Initial_____

The 5th Generation IDP 2023-2027 must be aligned with the following:

- Strategic Focus Areas of the newly elected Council (after 1 November 2021),
- Sustainable Development Goals (United Nations),
- The National Development Plan 2030 of South Africa,
- National Spatial Development Framework (NSDF)
- Integrated Urban Development Framework (IUDF)
- Provincial Spatial Development Framework
- SBM Spatial Development Framework
- Medium Term Strategic Framework (MTSF)
- SA Economic Reconstruction and Recovery Plan (ERRP)
- Saldanha Bay Economic Recovery Plan (2020)
- Western Cape Provincial Strategic Plan (2019 - 2024)
- The West Coast 2050 – Revised District Implement Plan (District Development Model or DDM),
- SBM 2050 Development Strategy
- SBM Long Term Financial Plan (Draft)
- Capital Expenditure Framework
- SBM Strategic Economic and Financial Framework 2019 (SEFF)
- SANDF Strategic Plan 2020-2025 (Airforce @ Langebaanweg, Navy base and Military Academy in Saldanha and SANDF Special Forces in Langebaan)
- Transnet National Ports Authority Strategic Plan (2019 or update)
- Saldanha Bay IDZ Strategic Plan (2021 – 2025)
- Relevant SBM Master Plans of Infrastructure Services
- SBM BOABAB Fibre project (Launched Dec 2021)
- Corporate Sector Clients Strategic Plans

Initial_____

- The 2021 Municipal Economic Review and Outlook (MERO) and 2021 Provincial Economic Review and Outlook (PERO)
- 2020/2021 Annual Report
- the stipulations of the MSA and regulations pertaining to the IDP and other relevant legislation and strategic documents pertaining to SBM

Initial_____

The final 5th Generation IDP document should include, but not limited to, the following (the framework and content may change as the compilation of the 5th Generation IDP progress):

A PREFACE

- Forewords by Executive Mayor and Municipal Manager (Photo's included)
- Vision of SBM 2022 - 2027
- Mission of SBM
- The IDP Annual Cycle
- Profile of SBM municipal area including demographics and socio – economic data

B INTRODUCTION

C CONTEXTUAL ANALYSIS

- Global context
- SA context pertaining to SBM
- Covid 19
- Investment initiatives in municipality
- PESTEL analysis
- IDP community inputs 2016 - 2021
- SBM 2050 – A secondary City?
- SBM – The Organisation
 - Section 53 MSA role clarification
 - Council and Council Committees
 - Administration

Initial_____

D OVERVIEW OF EXISTING LEVELS OF DEVELOPMENT IN SBM

1. (Content must include but not limited to Town(s) / area, ward (s), project(s), capital and operational budgets and timelines. Must identify communities and numbers which do not have access to basic services)

- Water
- Sanitation
- Refuse Removal
- Electricity
- Human settlements
- Functions (apart from those mentioned above) in terms of Schedule 4 B and 5 B of the RSA Constitution
- Other such as access to free basic services, data, libraries, sport facilities, community centres, public transport and paratransit, early childhood (childcare) facilities, schools, public health services, Covid 19 vaccinations, emergency medical services
- Any other development initiatives including infrastructure, physical, social economic and institutional development.
- Any known projects, plans, programs to be implemented by any organ of state

E STRATEGIC PLAN

- Vision, Mission and strategic narrative
- Guiding Benchmarks (principles)
 - Guiding Benchmark 1
 - GB 2
 - GB 3
 - GB 4
 - GB 5

Strategic Focus Areas (SFA)

- Priorities
 - Priority 1
 - Priority 2
 - Priority 3
 - Priority 4
 - Priority 5
 - Priority 6
 - Priority 7
 - Priority 8

Initial_____

Priority 9
Priority 10

G STRATEGIC ALIGNMENT AND INTEGRATION

- Priorities
- National Strategic Plan,
- Integrated Development Framework,
- Provincial Strategic Plan
- West Coast District Municipality Integrated Development Plan,
- West Coast District Development Model
- Western Cape Joint District and Metro Approach:
- SBM Spatial Development Framework
 - Spatial Priority 1
 - Spatial Priority 2
 - Spatial Priority 3

H DEVELOPMENT PLAN (Implementation Plan)

(Each Strategic Objective and Key Performance Indicator will indicate envisage programmes / projects per ward, intervention planned, description and implementation linked to timelines over 4 financial years (2023/24; 2024/25; 2025/26 and 2026/27))

STRATEGIC FOCUS AREA 1 (Number of SFO's, SO and KPI's will be determined during the IDP drafting project)

STRATEGIC OBJECTIVE 1.1

KEY PERFORMANCE INDICATOR 1.1.1

KPI 1.1.2

KPI 1.1.3

STRATEGIC OBJECTIVE 1.2

KPI 1.2.1

KPI 1.2.2

Initial_____

STRATEGIC FOCUS AREA 2**STRATEGIC OBJECTIVE 2.1****KPI 2.1.1****KPI 2.1.2****STRATEGIC OBJECTIVE 2.2****KPI 2.2.1****STRATEGIC FOCUS AREA 3****STRATEGIC OBJECTIVE 3.1****KPI 3.1.1****KPI 3.1.2****STRATEGIC OBJECTIVE 3.2****KPI 3.2.1****KPI 3.2.2****STRATEGIC FOCUS AREA 4****STRATEGIC OBJECTIVE 4.1****KPI 4.1.1****KPI 4.1.1****STRATEGIC OBJECTIVE 4.2****KPI 4.2.1****KPI 4.2.1****STRATEGIC FOCUS AREA 5****STRATEGIC OBJECTIVE 5.1****KPI 5.1.1****KPI 5.1.2**

Initial_____

STRATEGIC OBJECTIVE 5.2

KPI 5.2.1

KPI 5.2.2

I Financial Planning and Budgets

- Long term financial plan – Executive summary
- Municipal Regulations on a Standard Chart of Accounts (mSCOA)
- SBM Municipal Budget
- SBM Financial Allocations
- National & Provincial spending in SBM municipal area

J FIVE YEAR MUNICIPAL CORPORATE SCORECARD (2023 TO 2027)

Actions emanating from the IDP process to be included in the final IDP, indicating the performance indicators, annual targets for the relevant year(s) and budget linkages (mSCOA)

K FIVE YEAR MUNICIPAL SCORECARD DEFINITIONS (2023 TO 2027) [CLIENT SERVICE CHARTER]

(example)

Indicator	IDP objective (number)	Indicator definition
Percentage of building plans approved within ..days	1.1	Percentage of applications approved within statutory timeframes (.. days to ... days)

L ANNEXURES

○ Annexure A

IDP alignment with National, Provincial and West Coast District's IDP, District Development Model and Western Cape Joint District and Metro Approach.

○ Annexure B

Strategic, Statutory and Operational Strategies (The Strategic, Statutory and Operational Strategies which form part of this 2023 – 2027 IDP are listed in the table below and will be available in electronic form (www.sbm.gov.za/idp) These plans are included in compliance with

Initial_____

section 12 of the Local Government: Municipal Systems Act No 32 of 2000 (MSA) and the relevant regulations promulgated in terms of the MSA

- **Annexure C**

Organogram as part of the SBM Organisational Development, renewal and Change Management, including and addressing the internal transformation needs

M Executive Summary of the Final 2023/2027 IDP.

The final 5th Generation IDP will include photo's, maps, tables, graphs and figures.

Any prospective tenderer must be familiar with the fundamentals of *Integrated Development Planning* within Local Government as well as sound understanding of the broad body of legislation and Government Circulars that governs Local Government.

SBM will prefer to work with a “single” service organisation that can deliver a fully compliant 5th Generation IDP 2023 – 2027 to SBM.

The requirements detailed in this document refer to the entire project and not any specific phase. A detailed project plan is required detailing the various functions and functionalities to be delivered in which appropriate phase(s) the tenderer deems relevant and necessary, together with detailed accurate timelines and clearly defined project deliverables and costs. Additionally, the complete CV's of the project team should be included in the bid documents.

In terms of Cost Containment principles, SBM will use internal resources to conduct the IDP inputs community and sector / stakeholder's participation process and provide the data to the service provider. The services provider must however provide the opportunity (service) for community members to communicate with them on the drafting of the IDP via email, WhatsApp, SMS or company website.

2.2 SCOPE

The objective of this project is to compile from a zero base a 5th Generation IDP 2023-2027 for SBM and include (but not limited to the following):

- A Word document (with relevant appendices) and PowerPoint presentations
- Prepared by professionals in their respective area(s) of specialisation

Initial_____

- That was compiled after a proper research / analysis conducted, and consultation process with the SBM Council, Management (EMT and OMT) and the West Coast District Municipality.
- Tenderer being available to address and respond to public / external / internal inputs on draft 5th Generation IDP or parts thereof

2.3 KEY PERFORMANCE INDICATORS

The following key performance indicators (KPI) will be applicable to the successful bidder (Target dates may be amended per agreement, except final target date April 2023)

No	KPI	Portfolio of evidence (POE's)	Target dates
2.3.1	Signing of a Service Level Agreement (SLA)	Signed SLA	April 2022
2.3.2	Presentation of a Project Plan	Project Plan submitted to MM	May 2022
2.3.3	Preparation and presentation of an IDP Process Plan	Meeting schedule, agenda, attendance register(s), minutes.	May 2022
2.3.4	Contextual analysis	Analysing data and presenting chapter to MM	May - June 2022
2.3.5	Separate Strategic sessions with Mayco / EMT, OMT, West Coast District Municipality	New formulated Vision, Mission, guiding principles, Strategic Focus Areas, Strategic Objectives (priorities)	June - July 2022
2.3.6	Overview of existing levels of development.	Analysing data and meeting with each directorate on EMT and OMT level to obtain data and discuss.	Aug 2022
2.3.7	One day sessions each (3 days in total) with Large Businesses, Medium Size and Small / Micro Enterprises	3 sessions over 3 days in Multi-Purpose Centre. Documents on inputs to IDP by each group	Aug 2022
2.3.8	Strategic Alignment and Integration	Presentation of draft chapter	Sept 2022

Initial _____

2.3.9	Development Plan (Implementation Plan)	Mun Scorecard that include per directorate performance indicators, annual targets for the relevant year(s) and budget linkages with its mSCOA. Presentation of draft chapter	Oct 2022
2.3.10	Five-year municipal scorecard and scorecard definitions	Presentation of draft document	Oct 2022
2.3.11	Presentation of a first draft 5 th Generation IDP document to Mayco, EMT and Council	Council agenda and minutes	Nov to submit 02 Dec 2022
2.3.12	Workshop with Council on the draft 5 th Generation IDP	Workshop agenda and minutes	Jan 2023
2.3.13	Submitting the draft 5 th Generation IDP to the West Coast District Mun (WCDM) and advertise for public comment. [advertising will be done by SBM, using mun funding]	Sending document to WCDM for comments, inputs and meeting with WCDM. Advertisement in Weslander and social media	Feb 2023
2.3.14	Analysing WCDM, public and stakeholders' input on draft 5 th Generation IDP.	Succinct report to Mayco and EMT on inputs received and how it will be incorporated in the Final 5 th Generation IDP.	March 2023
2.3.15	Presenting the final 5 th Generation IDP 2023 – 2027 to Council for adoption.	Council agenda and minutes. (Special Council April 2023)	Submit on Thursday 6 April 2023
2.3.16	Submitting a Summary of the approved 5 th Generation IDP 2023 – 2027 to the MM	Summary document received by MM's office.	28 April 2023

Initial_____

Pricing schedule (Part in tender no SBM 24/21/22) must be filled in completely by each tenderer. The tender will be awarded only for the complete project. No partial tender awards will be made.

Initial_____

PREVIOUS EXPERIENCE AUDITS IN TERMS OF VALUE AND DURATION

Indication of Competence / Ability to Perform Successfully

List of recent previous work of a similar nature undertaken by the firm

	Client contact details)		Scope of Work categories – Experience must include at least 4 of the 5 categories. A qualifying project shall include at least 4 of the 5 categories – Mark with “X”				
Description of Project	Name of Client	Name of Responsible Official	Telephone no	Value of Contract (Excl. VAT Value	Duration (Months) and Month / Year Completed	Facilitating Strategic sessions @ Council level	Contextual Analysis	Assessment of Development and Service levels	Strategic Alignment and Integration	Development / Implementation Plan including 5-year mun scorecard

* Projects that have been on-going or are completed will be used for evaluation purposes.

The municipality **MAY** verify all information submitted in terms of this bid and any information that is incorrect or false will result in that bid being automatically disqualified and not considered further. It is therefore emphasised that the references provided by the bidder will be contacted to confirm the information in writing on the request by the Municipality.

Signed at on thisday of 20.....

As Witnesses: 1)..... 2).....

Initial_____

18. SERVICE LEVEL AGREEMENT

Bidders must submit a draft service level agreement which must clearly illustrate the bidder's capability against the required specifications and desired outcomes. The criteria listed in Pre-Qualification Criteria list the minimum criteria for responsiveness in terms of these criteria.

19. PRICING

- 19.1. Pricing must include for all categories and items of expenditure and bidders must include it on the Pricing Schedule included for this purpose.
- 19.2. Additional information may be submitted separately.
- 19.3. The bid price will remain valid for a period of **90 days with a relevant automatic extension.**
- 19.4. The bid prices must be **exclusive** of Value-added-Tax.
- 19.5. Monthly charges must remain fixed for the duration of the contract.

20. COMMENCEMENT DATE

The successful bidder must be able to commence with the project within **21 days** of signing the contract.

Initial_____

SECTION 4.5**ANNEXURE B****SCHEDULE OF PREVIOUS EXPERIENCE ON CONTRACTS OF THE SAME VALUE AND NATURE**

Tenderers must furnish details of similar works/services, which they have satisfactorily completed in the past. The information shall include a description of the service works, the Contract value and name of Employer.

Employer (Name and Contact No.)	Detail of service / work	Value of Work (incl. VAT) (R million)	Date Commence (dd/mm/yy)	End Date (dd/mm/yy)

The bidder must submit certified letters from the clients for each project as listed above. Each reference letter must be an official letter head signed by a duly authorized official. All documents (including additional pages) must be attached to this schedule.

Initial_____

SECTION 4.6

PRICING AND DELIVERY SCHEDULE

(Each page of the pricing schedule must be signed)

Please note that Tender will be evaluated on the total price over the 12-month period. The indicated quantities in the pricing schedule will be used only for evaluation purposes. The rates will be used for actual payment. All line items in the Pricing and Delivery schedule should be completed in full to be found responsive. Failure to do so will lead to automatic disqualification. Items left blank are deemed non-responsive.

1. TOTAL COST OF 5TH GENERATION IDP DRAFTING PROJECT

Deliverables	Description	Days	Cost
Project Plan and IDP Process Plan			
Contextual Analysis			
Socio Economic analysis / research. Sector analysis and scoping / budget analysis / ratio's			
Assessments levels of development and service delivery			
Strategic Sessions / workshops with Mayco, EMT, OMT and Council to formulate strategic plan.			
One day sessions each with Large, Medium and Small / Micro Enterprises			
Strategic Alignment and Integration			
Development Plan (Implementation Plan). Meetings with 5 Directorates			
5 Year municipal corporate scorecard			
5 Year mun scorecard definitions			
Annexures as per tender			
Compile and present / workshop 1 st IDP draft			
Analysis of public and WCDM inputs on first published draft IDP and recommendations			
Amendment of 1 st IDP draft			
Compile and presenting Final 5 th Generation IDP			
Compile of 5 th generation IDP summary			
Total (excluding VAT)			
VAT (15%)			
Total (Including VAT)			

Initial _____

SECTION 4.7

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

Initial_____

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:.....

Initial_____

MBD 7.2**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:.....

Initial_____

SECTION 4.8

PRICE ADJUSTMENTS

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

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

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

Initial_____

SECTION 4.9**OMMISSIONS, ALTERATIONS AND ADDITIONS**

Initial_____

SECTION 4.10

SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

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

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

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

Tenderer’s signature for acceptance of the 2.5% discount

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

Initial_____

SECTION 4.11**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT****AGREEMENT MADE AND ENTERED INTO BETWEEN THE SALDANHA BAY MUNICIPALITY
(HEREINAFTER CALLED THE "EMPLOYER") AND**

..... ,
(Contractor/Mandatar/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I, ,
representing

..... , as an
employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer:

Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable. I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set. I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20

Signed at on the day of 20

Witness

for and on behalf of SALDANHA BAY MUNICIPALITY

Initial _____

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement must be presented to the Employer.

Initial_____

SECTION 4.12

E-PORTAL DECLARATION

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

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

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

SECTION 4.13**SUPPORTING DOCUMENTATION FROM TENDERER**

Note :-

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

Initial_____