

TENDER DOCUMENT

TENDER NO SBM 10/21/22

**APPOINTMENT OF A SERVICE PROVIDER FOR THE UNBUNDLING & CLEANING OF THE
INFRASTRUCTURE GIS AND ASSET DATABASE FOR SALDANHA BAY MUNICIPALITY**

CLOSING DATE: 29 OCTOBER 2021

CLOSING TIME: 12H00

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
VREDENBURG
7380

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

OR

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

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 public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

TENDERER	
NAME OF TENDERER
ADDRESS
TEL NO

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EMAIL FOR CORRESPONDENCE
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 MUST BE DIRECTED TO:

Contact Person: Ms. E. Pretorius email: elmi.pretorius@sbm.gov.za

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CHECKLIST

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

PLEASE TICK BOX ☒ THE LEFT

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

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SECTION 1.1 ADVERTISEMENT

MUNISIPALITEIT SALDANHABAAI TENDER SBM 10/21/22

BESKRYWING: AANSTELLING VAN 'N **DIENSVERSKAFFER VIR DIE ONBONDING EN** **SUIWERING VAN INFRASTUKTUUR GIS EN BATES** **DATABASES VIR SALDANHABAAI MUNISIPALITEIT.**

Tender dokumente is beskikbaar vir aflaai op die eTender publikasie webtuiste www.etenders.gov.za, of kan alternatiewelik opgetel word by Mnr. Christo De Bruyn, Hoofstraat 15, Buller/Beleggingsentrum, Vredenburg vanaf **Maandag 27 September 2021.**

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

Navrae kan gerig word aan: Mev. E. Pretorius
E-pos: elmi.pretorius@sbm.gov.za

Tenders moet in die tenderbus by die Buller/Beleggingsentrum, Grond Vloer, Hoofstraat 15, Vredenburg geplaas word voor **12:00 op 29 Oktober 2021** en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bevermelde tender nommer en beskrywing.

'n Verpligte inligtingssessie sal plaasvind in die Raadsaal, Hoofstraat 12, Vredenburg op **Maandag 04 Oktober 2021 stiptelik om 11:00. Alle Covid-19 Gesondeid en veiligheid protokol sal in plek wees. Geen grasie periode sal toegelaat word nie.**

Na die sluitingsuur sal die tenders in die 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 tenderdokument 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 SBM 10/21/22

DESCRIPTION: APPOINTMENT OF A SERVICE **PROVIDER FOR THE UNBUNDLING & CLEANING OF** **THE INFRASTRUCTURE GIS AND ASSET DATABASE** **FOR SALDANHA BAY MUNICIPALITY.**

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za, or alternatively can be collected from Mr. Christo De Bruyn, 15 Main Road, Buller / Investment Centre, Vredenburg from **Monday 27 September 2021.**

If tenders are collected, a non-refundable tender deposit of R172.50 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.

Enquiries can be directed to: Mrs. E. Pretorius
Email: elmi.pretorius@sbm.gov.za

Tenders must be placed in the tender box at the Buller/Investment Centre, Ground Floor, 15 Main Road, Vredenburg, before **12:00 on 29 October 2021** in a sealed envelope upon the outside whereof is clearly marked the above-mentioned tender number and description.

A compulsory information session (clarification meeting) will take place at the Council Chambers, 12 Main Street, Vredenburg on **Monday 04 October 2021 promptly at 11:00. 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

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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.

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1.2.6 Completion of Tender Documents

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

1.2.7 Compulsory Documentation

1.2.7.1 Income Tax Clearance Certificate

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

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.

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

1.2.8 Authorized Signatory

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

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

1.2.9 Site / Information Meetings

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

1.2.10 Samples

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

1.2.11 Quantities of Specific Items

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

1.2.12 Submission of Tender

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

- placed in the **tender box at the Buller/Investment Centre, Ground Floor, 15 Main Road, Vredenburg by not later than 12:00 on Friday 29 October 2021.**

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

1.2.13 Expenses Incurred in Preparation of Tender

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

1.2.14 Contact with Municipality after Tender Closure Date

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

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

1.2.15 Opening, Recording and Publications of Tenders Received

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

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

1.2.16 Evaluation of Tenders

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

1.2.17 Supply Chain Management Policy and Regulations

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

1.2.18 Contract

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

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which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.19 Language of Contract

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

1.2.20 Stamp and Other Duties

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

1.2.21 Wrong Information Furnished

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

1.2.22 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Abri Adonis, Tel: 022 701 7168 or e-mail abri.adonis@sbm.gov.za. Enquiries regarding the specifications may be addressed to Mrs. E. Pretorius at email: elmi.pretorius@sbm.gov.za

1.2.23 Waste Management

All tenderers need to ensure correct waste provisions are in place during the project period, and that the construction area is cleaned of all waste after completion to ensure that the environment is not polluted in any way.

Waste should be disposed of at a registered Landfill Site or Municipal drop off facility, documented proof (safe disposal certificates) need to be submitted before final payment will be processed. Contractors should make use of skips or any other temporary containers to store their waste during the construction process to avoid windblown litter and to comply with Municipal Regulations. All technical departments/ project managers/ consultants appointed by Saldanha Bay Municipality should make waste management a compulsory item to discuss and monitor during construction meetings. The Municipality will enforce severe penalties if adequate waste provisions are not in place during construction period or if waste

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is not disposed of in a legal manner during or after construction period, please refer to below sections of the Municipal By-laws:

Section 21 (1): Plans and inspections: “An owner or occupier or any person responsible for the submission of building plans for a new building or an alteration to an existing building must include therein the manner in which building waste will be handled.”

Section 21 (2): “An authorised official of the Municipality must inspect and verify that the waste arrangements contemplated in subsection (1) were followed and all building waste disposed of as part of the final municipal sign-off of the building activities.”

Section 22 (1): Generation and Storage: “Notwithstanding the waste arrangements contemplated in section 21, the owner or occupier of premises on which building waste is generated or the person engaged in any activity which causes such waste to be generated, must ensure that-

- (a) All building waste and the containers used for the storage thereof is kept on the premises on which the building waste is generated;
- (b) The premises on which the building waste is generated does not become Unsightly or cause a nuisance as a result of accumulated building waste;
- (c) Any building waste which is blown off the premises, is promptly retrieved.”

Section 22 (2): “Upon written request and subject to conditions as it may determine the municipality may approve the use of a bulk container placed on verge for a specified duration.”

Section 22 (3): “The Municipality may instruct an owner or occupier of premises on which building waste is generated or person engaged in any activity which causes such waste to be generated to make use of special containers to dispose of it and will determine a tariff for the use of such containers should these be provided by the Municipality.”

Section 23 (1): Removal and Disposal: “The owner or occupier of premises on which building waste is generated or the person engaged in any activity which causes such waste to be generated, must ensure that all building waste is removed and disposed of continuously during construction so as to prevent unnecessary accumulation of such waste.”

Section 23 (2): “Building waste must be disposed of at a waste handling or waste disposal facility determined by the Municipality.”

Please ensure compliance to all regulations and by-laws of Saldanha Bay Municipality.

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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

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SECTION 1.3

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

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RSA.

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

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obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

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

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- 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the

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

9. Packing

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

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additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of

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any warranty obligations under the contract; and

(b) In the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later

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than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the

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person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

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30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

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- 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.

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

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

BID NUMBER: **SBM 10/21/22** CLOSING DATE: **29 OCTOBER 2021** CLOSING TIME:
12:00

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE UNBUNDLING
CLEANING OF THE INFRASTRUCTURE GIS AND ASSET DATABASE.**

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7.1).

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
Ground Floor
15 Main Road
VREDENBURG

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

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

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

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

NAME OF BIDDER

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POSTAL ADDRESS

STREET ADDRESS

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

CELLPHONE NUMBER

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

VAT REGISTRATION NUMBER

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)?

YES / NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / 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

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

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

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

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

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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

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No.1 of 1999);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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SECTION 3.2**MBD 5****DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

- 1 Are you by law required to prepare annual financial statements for auditing? * Delete if not applicable

***YES / NO**

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provide particulars.

.....

.....

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3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

.....
.....

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THIS DECLARATION FORM IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

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

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SECTION 3.3**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.

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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;

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

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

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

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

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

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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 sub-contracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

- 9.2 VAT registration number:.....

- 9.3 Company registration number:.....

- 9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

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

.....

Registered Account Number:

Stand Number:.....

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

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

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

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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

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SECTION 3.4

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (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"/>

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4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <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

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DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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 _____

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SECTION 3.5

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) 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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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.

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I, the undersigned, in submitting the accompanying bid:

in response to the invitation for the bid made by:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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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.

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.

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.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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SECTION 4.1**SPECIAL CONDITIONS OF CONTRACT**

1. The bidders will be required to sign, and NDA between the ERP system providers, the successful bidder as well as the municipality to protect all properties rights and data.
2. The remuneration rates will be subject to negotiation, not exceeding the applicable rates as prescribed by DPSA as per the Cost Containment Regulations.

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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 from 01 July 2016 the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

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

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

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

CSD registration number (if registered):

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SECTION 4.3

DETAILED SPECIFICATIONS AND PRICING SCHEDULE

UNBUNDLING & CLEANING INFRASTRUCTURE GIS AND ASSET DATABASE

BACKGROUND

In the past, the Saldanha Bay Municipality (SBM) utilised various systems to manage and maintain its asset register. Two distinct types of asset registers existed, namely the Financial Asset Register (FAR) and various Technical Asset Registers (TAR). Data was represented differently in these registers for the same physical entities in the field.

Three years back, the SBM has implemented an integrated asset management system as required by National Treasury. Infrastructure spatial data is now captured on PLANET GIS into a customised database and integrated with the financial system, MUNSOFT through the use of the business management system IMIS. This current ERP system must be utilised, and data continuously updated in the system, for the duration of this tender.

During the system integration many difficulties were experienced because the different datasets that were recorded for different purposes and to different standards, now had to be integrated. They were structured differently, broken down to different layers and included different attribute fields. It was agreed by all Departments to standardise on one representation of the real world in a single asset register, making provision for the technical and financial aspects of the various assets.

The newly integrated system allowed SBM to manage completed projects, for the last three years, through an unbundling process merging the technical data and financial data seamlessly (Unbundling assets according to CIDMS and mSCOA structure) allowing SBM to maintain its Clean Audit status.

The integrated system now also enabled better queries and analysis of the existing data and shortfalls in the data quality, accuracy and completeness were discovered. These shortfalls in the existing data needs to be addressed to be of the same quality, accuracy and completeness and componentisation as all the newly unbundled projects in the last three years.

i. SCOPE OF WORK

FIELD VERIFICATION, CAPTURING & CLEANING OF INFRASTRUCTURE GIS AND ASSET DATABASE (INCLUDING ROADS & STORMWATER, WATER, SEWERAGE, ELECTRICAL, BUILDINGS, LAND, COMMUNITY ASSETS, ICT)

The process of verification and cleaning of the integrated infrastructure spatial/asset database will stretch over an extended period and will be done with the close involvement of SBM personnel. During this time software support and support with the unbundling of the current years' projects will form part of the services rendered by the service provider. The Scope of work can thus be broken down into 4 main categories, namely; (a) Verification and Cleaning of GIS and Asset Database, (b) Unbundling of the current year's (21/22, 22/23, 23/24, 24/25, 25/26) projects (estimated 200 projects per year), (c) Customised- PLANET GIS software & database Support and (d) Street View Photography.

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A. Verification and Cleaning of GIS and Asset Database:

The scope of work relates to the capturing, updating and cleaning of spatial data, the physical asset verification, asset inventory detail capture, condition assessments, valuation where necessary, impairment assessments, unbundling of old projects not unbundled (pre 2017/18), unbundling of new projects that will finalise during this cleansing exercise, the review of the various estimates in the asset register, maintenance and updating of the fixed asset register with relevant information gathered, reconciliation of the fixed Asset Register to the General Ledger and other supporting documents for all immovable assets.

The municipal area includes the towns of Vredenburg, Saldanha, Langebaan, St Helena Bay, Hopefield, Paternoster & Jacobsbaai. In many cases the build-up area is stretched out along the coastline.

DETAILED SCOPE OF WORK

- a) Collecting, cleaning, updating and verification of spatial data indicating the infrastructure of the entire Saldanha Bay Municipal area, taking the asset register and financial value of the infrastructure into account. Incorrect levels of breakdown in the asset register needs to be addressed.
- b) Data must follow the infrastructure asset hierarchy provided by the Municipality (CIDMS – Level 1 to 6 which is aligned to the prescribed mSCOA chart) and the process must fully integrate with, and the data must be fully and continuously uploaded to our systems.
- c) Where capital expenditure on an asset has been captured as a second asset, the necessary transfer of values and disposal/replacement of the extra asset must be done in conjunction with the financial asset management department.
- d) Data must be captured and adjusted to meet cartographic standards. Data lines and positions must follow the infrastructure positions accurately. Preferably to 30cm. Lines and nodes connections must be precise (snap – no overshooting or undershooting).
- e) Check data against as-built plans. As-built plans (scanned but not geo-referenced) and 2018 Aerial imagery will be provided by the Municipality.
- f) Do full field verification of all the assets. Proof of each asset or component must be represented by at least one photograph taken of that specific asset (Except underground pipes and cables that cannot be reached).
- g) Add all missing attribute data as required in the existing/current database fields that can be sourced from as-builts, operational manuals, aerial imagery and field verification.
- h) Adjust, split, add or move financial values to represent the infrastructure more accurately and assign estimated useful life to each asset.
- i) Investigate and correct the ownership of private development infrastructure, calculating values where no bill of quantities exists (This will include harbours and other entities like the IDZ).
- j) Capture the backlog in the private development infrastructure (Including harbours and other entities like the IDZ) – even if it is not to be transferred to the Municipality – (State ownership with no value).
- k) Investigate and capture the positions, attributes and values of infrastructure classes that has historically not been captured. These will include as an example; 1. Fire hydrant data,

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2. Road signs, 3. Traffic lights, 4. Speedbumps, 5. Buildings and other capital community assets.
- l) From the nature of the above it can be seen that there might be “projects” that will have to follow the complete unbundling process.
 - m) Regular project process- and problem-solving meetings must take place that include GIS, Engineering, Finance and IT personnel and decisionmakers. This will include a monthly project progress report indicating completed adjustments on data, challenges and amount due.
 - n) Transfer of knowledge: During the entire project, the allocated municipal personnel must be made part and parcel of the cleansing exercise and where needed, formal training sessions must be held.
 - o) The service provider must be prepared and available to have an audience with the Auditor General (be it in the format of a presentation or a report) to describe the methodology and processes used if it is required.

1. Process to be followed:

It is very important that the GIS & Engineering as well as the Financial departments be constantly involved in the cleaning process. Decisions, information and the rectification of data cannot be made on assumptions.

The cleaning and updating of data must take place in the linked Financial, Business management and GIS platform and database of the Municipality. It will take place on site to ensure constant validation and involvement of the municipal staff. Adherence to the current Municipal infrastructure asset hierarchy classification, componentisation and attribute information is of the utmost importance and updated data should be immediately available to all users of the system.

a) Identifying problems

- Viewing and scrutinising data for inconsistencies and inaccuracies and exclusions
- Perform searches and analysis on the various datasets
- Georeferenced As-built plans and combine with GIS data to compare
- Analyse the “networks” to identify gaps in data & information
- Field inspections

b) Provide a detailed work plan

After initial problem identification a work plan should be provided to the municipality. This should indicate the following:

- Projects identified
- Process to be followed
- Spatial boundary (area) of projects
- Type of infrastructure involved in each project
- Number of crew and resources (tools & equipment) to be deployed
- Involvement of municipal personnel required
- Individual project duration

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- c) Collection of information which will include all or some of the following
 - As-built plans
 - Final Bill of Quantities
 - Completion certificates
 - Agreements between Private developers and Municipality
 - Financial information from Finance department
 - Other technical information from technical departments
- d) Register projects
 - Consult GIS- and Financial department, as well as other technical stakeholders, consultants and private developers about developments and new datasets that could be handled as a project
 - Provide project detail to Financial department for uptake into budget where possible.
 - Capture project position in current geo database on PLANET GIS customised “map” to form part of IMIS options for uptake into financial system
- e) Upload evidence and information that influence decisions to our business management system (IMIS)
 - Create case files
 - Scan documents
 - Upload documents
 - Link documents to project
- f) Data capturing and cleaning of current data in PLANET GIS database
 - Rectify and import As-builts into GIS
 - Adjust, split, delete and add data, taking financial data and implications (value adjustments, EUL, RUL, visual assessment, disposals) into consideration
 - Add all new technical attribute information as requested in database
 - Identify impairments or disposals, discuss with relevant engineers in the technical department and move to history layer.
 - After receiving the reasons for disposal/impairment, values and dates from the relevant engineer, the information should be catalogued and forwarded to the financial department (asset management) to recognise in MUNSOFT
- g) Field verification
 - Verify all existing and new assets
 - Make adjustments where necessary
 - Take photographs of all assets that are above ground or within reach and link to asset to be visible in PLANET and IMIS
- h) Allocate costs to new assets
 - Make use of available information to calculate the cost for each asset. (BOQ where available, surrounding data, engineer that manage the type of infrastructure in question) (If these methods proof inadequate, provide values (depreciated

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replacement cost at date) as estimated by own engineer and provide used methodology)

- Use MSExcel to create complete asset list with values and import project assets into the business management system (IMIS)
- Allocate costs to each new asset by utilising the IMIS system
- Supply a spreadsheet with all the newly captured componentised assets to the Asset Department

This should include:

- A list of all completed “projects”
- Cost per componentised asset
- GIS component ID (spatial link)
- Expected useful life of componentised asset
- Completion date

i) Audit

- Provide an audit file with methodology and supporting documentation
- Keep track of financial changes
- Be available for questions
- Be available to municipality with regards to process and methods used if require

2. Required Accuracy:

All infrastructure not currently reflected in the Employer’s records shall be recorded at the required level of detail. Sufficient data shall be gathered on-site to allow for accurate placement of infrastructure and population of attribute fields in the Geodatabase. Sufficient data of all plants, substations and pump-stations shall be gathered on-site to allow capture and population of the attribute fields in the Geodatabase. In addition, a digital photographic record shall be linked to all assets to displaying in the integrated system-

a) GENERAL QUALITY VERIFICATION

The Contractor shall perform quality control tests which will be quality assured by the Employer through random sample checks. A level of accuracy of greater than 95% will be required for both spatial elements and attributes.

To establish compliance with the specifications, checks of completeness, validity, consistency, referential Integrity, positional accuracy, conflict and quality shall be employed (see Appendix 1 for definitions).

Positional accuracy is important from a technical management perspective and all visible assets as defined in the current asset register must be within a positional accuracy of 0.3m or better. Underground assets must be as accurate as defined by the available as-built plans.

3. Data capture location and equipment

All data capture shall be done on-site at the offices of the Saldanha Bay Municipality, Main Street, Vredenburg and capturing shall take place during office hours i.e. 08h00 – 16h30, unless otherwise agreed by prior arrangement with project manager. Workstations and licensed software are the responsibility of the service provider.

The service provider should have adequate equipment to execute the project:

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- Capturing and integrating of street view photography into PLANET GIS database and “MAP” & the IMIS viewer are the sole responsibility of the service provider.
- Tablets to be used for field verification and recording that integrate directly with current system and database

4. Occupational health and safety - GIS

Field Data Collectors may be required to work in close proximity to public roads and traffic, in rural areas that may expose them to animals, on sewerage plants and in areas of informality that may require assessment of prevailing conditions prior to deciding whether it is safe to enter. The service provider shall formulate an appropriate Health and Safety plan to mitigate against any potential risk to their staff while on-site. Appropriate Protective Personal Equipment (PPE) shall be provided by the service provider to field staff in accordance with criteria defined by the municipality for its own staff.

5. Duration

The complete data cleaning, verification and updating of both the GIS-, business management system- and financial system data should not exceed 5 years (60 calendar months). The consultant shall provide sufficient resources to carry out the task within the specified time.

B. Unbundling of the current year's projects (21/22, 22/23, 23/24, 24/25, 25/26) (estimated 200 projects per year)

DETAILED SCOPE OF WORK

1. Unbundling

The unbundling process follows the same steps as in the above - **Verification and Cleaning of GIS and Asset Database:**

1. Process to be followed “c” to “l”)
2. Required Accuracy
3. Data capture location and equipment
4. Occupational health and safety – GIS

A differentiation is made between Small-, Medium- and Large projects to give the tenderer an indication of the amount of work involved. The time and effort spend on a project will be influenced by (a) the number of components it consist of, (b) whether it is an internal or external project and involves consultants as well as contractors, (c) the total amount of the project, as well as the number of payments and variations which influence the financial reconciliation of the project and (d) the distribution of the components across the municipal area.

A Small Project is defined as a project that is internal, have less than 12 components, have few transactions, a small distribution and can be unbundled directly in IMIS without the use of extensive calculations and unbundling using Excel.

A Medium Project might be internal or external, have roughly between 13 and 35 components, have a small to medium distribution across the municipal area, have a medium number of transactions and can usually be unbundled in IMIS without the use of extensive calculations and unbundling using Excel.

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A Large Project can be external or internal, have more than 35 components, have many transactions and cannot be unbundled directly in IMIS without the use of extensive calculations and Excel.

Ultimately the time spend on the unbundling of a project has the most influence in its classification as small, medium or large. Of a sample of 100 projects it is estimated that the following ratio will exit: 80 Small, 8 Medium and 12 Large.

Project Size	Estimated number of projects	Estimated time (hours per project)
Small	80	8
Medium	8	15
Large	12	70

Classification of projects ultimately resides with the municipal project manager. Exceptions will be reviewed and handled accordingly.

Expected services to be rendered.

- a) Identify completed projects (Work-in-progress assets as at 30 June for previous year, PLUS capital expenditure for current year);
- b) Unbundling must be performed on the municipality's assets management system and information should at least include the following:
 - (i) A list of all completed projects as at 30 June of the current year, totalling to the capital expenditure per project to date.
 - (ii) Cost per componentised asset (Component Level of CIDMS structure)
 - (iii) GIS link (spatial link) of features and components with PLANET GIS database - precise indication of location
 - (iv) Technical attributes of componentised asset (from as-builts, BOQ's and field verification)
 - (v) Cost per componentised asset
 - (vi) Useful life of componentised asset
 - (vii) Field verification and photographic evidence of unbundled immovable assets (linked to asset) utilizing an electronic Data Logger that integrate directly with current system and database
 - (viii) Completion date
- c) The Tenderer should also provide the municipality with an excel spreadsheet of all new (componentised) assets completed during the year with the information listed above
- d) Each project/asset must reconcile as per the capital expenditure on the relevant mSCOA string provided by the municipality.
- e) Payment certificates must be analysed to split projects into their respective asset classes.

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- f) As-built plans will be provided by the Saldanha Bay Municipality upon request as well as copies of payment certificates where needed.
- g) Tenderer(s) must be available to the municipality throughout the duration of the unbundling process and the completion of the Annual Financial Statements.
- h) All new assets must be captured and maintained in the municipalities integrated PlanetGIS / IMIS / Munsoft ERP system.
- i) The tenderer(s) must ensure that there is transfer of skills with regards to the unbundling process, ERP system utilisation and continuous updating process (in the system) of asset status to the responsible project managers and GIS personnel.

2. Work-in-progress assets at 30 June 2022/3/4/5/6

- a) Identify all projects that will remain a work-in-progress at 30 June 2022/3/4/5/6.
- b) All work-in-progress assets indicated by the tenderer(s) at 30 June must be accompanied by a certificate by the relevant departmental head/manager of Saldanha Bay Municipality; and
- c) A list in excel format must be provided to the municipality of all the work-in-progress assets as at 30 June of the relevant year.

3. Existing assets as at 30 June 2022/3/4/5/6

- a) While doing the current year's unbundling, the tenderer will identify any impairments of existing assets and provide the municipality with a list of assets that should be impaired and what indicator was used to identify the impairment;
 - b) While doing the current year's unbundling, the tenderer will identify disposals of existing assets and provide the municipality with a list of assets that should be disposed of, as well as the reason for the disposal;
 - c) Condition assessments must be performed on all infrastructure assets with a useful life of less than 2 years and a new useful life be provided if it is found that the remaining useful lives of assets are incorrect (in other words, evaluating current estimated useful lives of existing assets); and
4. **Assisting SBM with all audit queries** relating to unbundling of infrastructure assets. Tenderer(s) should provide the municipality with a close-out report by 15 August of each year where the methodology used is provided.
5. **Advise on business processes** and set up SOP's to avoid databases going out of sink in the future – part of methodology document.

C. Provision of customised- PLANET GIS software & database support per month – up to 30 June 2026

- a) The tenderer must provide support to GIS personnel in the form of expertise with project unbundling during the year, database maintenance & development, daily support with the utilisation of the customised system, the software and database and spatial data integration.

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b) The breakdown below indicates the required services.

- 8 hours onsite visit per month
- 4 hours data services (integration/maintenance/development) per month
- 8 hours telephone/team view support per month
- Traveling Cost (maximum of 300 km per month) (Rate per km)

Professional services should be broken down to an hourly rate and should not exceed DPSA hourly rates.

D. Street view photography

- a) 360 Degree panoramic views of the streets and municipal facility areas (*approximately 500 km*) must be supplied with a 4m distance between the photographs centre points. This information must be in a format to import into the Planet GIS software and include a point cloud to facilitate measurements in Assetrix Software used for asset management as well as ESRI Software.
- b) If a road is dual carriage way (island split), then surveys must be done from both roadways.
- c) Trignet base stations can be used for post processing in order to have a decimetre absolute positional accuracy.
- d) All data must be supplied on a non-returnable external hard-drive.
- e) The imagery must be available for all GIS related projects for unlimited use.
- f) Imagery must be supplied within 3 months after awarding of tender.
- g) Minimum of 12 Megapixel size for each spherical photograph.
- h) A typical photo Import File will have the following layout (The top two lines are given as an example):

```
#"file_name" "file_type" "camera_type" "camera_subtype" "sequence_id"
"timestamp(ticks)" "GPS_time(s)" "GPS_time(us)" "lat(deg)" "lon(deg)" "alt(m)" "attitude(x)"
"attitude(y)" "attitude(z)" "trigger_id" "frame_id"
"F:\20210701\Aerorand_3D\Export\Aerorand3D_NAME000000.jpg" "JPG" 19 0 1
754872398775 689861615 350261 -25.789646718273939 29.441983936355832
1558.749642206674300 -177.512521202704650 -1.186018339715319
78.961117648544260 15708 15691
```

These values are tab-delimited but can also be coma delimited. For Planet GIS and Assetrix software the following is being used: "file_name" "GPS_time(s)" "lat(deg)" "lon(deg)" "alt(m)" "attitude(x)" "attitude(y)" "attitude(z)"

- i) A typical scan Import File (spot shots) will have the following layout (No header file):
5014428.82351521 2828924.65834929 -2739168.5219297 214 214 214 214

It can be any text file with Longitude, Latitude, Altitude (ellipsoidal) and then Red, Green, Blue, Intensity as numerics 0-255. The Scan file Planet GIS and Assetrix Software needs is in ECEF (Earth Centred, Earth Fixed), so instead of Lon,Lat,Alt, X,Y,Z. Both can be supplied.

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All requirement (accuracy, detail, process, method, safety & skill) in the above categories of scope (A, B, C & D) are to be adhered to at all times throughout the duration and scope of the contract.

ii. EVALUATION CRITERIA

QUALIFICATION AND CREDENTIALS OF THE SERVICE PROVIDER – MINIMUM REQUIREMENTS

A. Compulsory submission of the following documents

Classification	Description	Provided Y/N
Company Profile	Provide company profile or curriculum vitae with contactable references;	
Approach & Methodology	Overall methodology adopted to make the project successful – key elements and phasing – final deliverables	
	Work plan with time frames for overall project and phases	
	The tenderer(s) must, in the form of a letter to the municipality, confirm that they will use the ERP system and currently used data structure used by the Municipality to capture the assets geospatially according to the asset hierarchy structure used by the municipality. Please NOTE: This is a compulsory criterion.	
Relevant Experience	Provide proof of previous experience (at least 10 years) in municipal infrastructure unbundling and verification: Provide details of municipal clients where data was verified, cleaned and updated into the prescribed mSCOA chart and CIDMS hierarchy structure taking both the technical and financial implications into account	
Team Structure	Team members deployed	
	Professionally registered team member (GIS, Surveying & engineering) The tender(s) should provide proof of registered engineers and GIS professionals that will be involved in the project;	
	Industry relevance (balance between academic and industry experience)	
Team Members	<u>GIS Field Data Collector</u> – CV & Proof of work of similar nature (Capture, measure, locate and verify infrastructure assets and equipment for Roads & Stormwater, Sewerage, Water, Electricity reticulation, Community Facilities & Buildings). Capturing was undertaken in a PLANET GIS environment into a geodatabase adhering to mSCOA prescriptions and a CIDMS informed asset hierarchy structure for assets. 3 to 4 years' experience.	
	<u>GIS Data Capturer</u> – CV & Proof of work of similar nature (Capture, correct and adjust infrastructure assets and	

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	<p>equipment for Roads & Stormwater, Sewerage, Water, Electricity reticulation, Community Facilities & Buildings) Capturing was undertaken in a PLANET GIS environment into a geodatabase adhering to mSCOA prescriptions and a CIDMS informed asset hierarchy structure for assets.</p> <p>3 to 4 years' experience</p>	
	<p><u>GIS Data Quality Assurance Specialist & Developer</u> (GIS Data Manager) – CV & Proof of work of similar nature (Capture, check, analyse and adjust infrastructure assets and equipment datasets for Roads & Stormwater, Sewerage, Water, Electricity reticulation, Community Facilities & Buildings) Work was undertaken in a PLANET GIS environment into a geodatabase adhering to mSCOA prescriptions and a CIDMS informed asset hierarchy structure for features and components. Additional development / customisation of Planet GIS. A good understanding of the influence that adjustments to the technical database will have on the integrated financial system and the correct procedures that will have to be followed to keep the integrity of the data is required.</p> <p>5 years' experience</p>	
	<p><u>Project manager</u> – experience in successful asset register compilation and unbundling projects. The project manager must be in possession of GISc registration with the South African Geomatics Council (SAGC) and a Geographical Information Systems qualification to at least Practitioner level; Proof to be provided.</p>	
	<p><u>Accountant</u> with GRAP and mSCOA experience</p>	
	<p><u>Engineers</u> – Civil and Electrical experience in asset unbundling for new projects and valuation determination of historical projects.</p>	
	<p>The company must provide proof that at least one person employed by them is in possession of at least a BTech in Civil Engineering or higher</p>	

Should the above requirements not be met, the tender will be disqualified

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A. Rates

Item No	Resource	Indicate DPSA level	Unit of measure	Price per unit (Excl VAT)
1	Junior GIS Field Data Collector		per/hour	
2	Senior GIS Field Data Collector		per/hour	
3	Senior GIS Data Capturer		per/hour	
4	GIS Data Quality Assurance Specialist		per/hour	
5	GIS developer		per/hour	
6	Project manager		per/hour	
7	Accountant with GRAP and mSCOA experience		per/hour	
8	Engineer (Civil)		per/hour	
9	Engineer (Electrical)		per/hour	
10	Transport for on-site data collection		per/kilometre	
11	Accommodation		per Day	
12	Return flight		per Flight	
13	Traveling		per/km	
14	Car hire		per Car/ per day	
15	Street view data capture and integration		per/hour	
16	with PLANET GIS map and IMIS		Per/km	

The tender needs to comply with DPSA approved rates and local government allowed travel & accommodation tariffs (either equal to, or lower).

B. Pricing Schedule

Although the pricing schedule is as accurately an estimation as possible it remains for evaluation purposes only.

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Costing Sheet 1 of 7			FY 2022			FY 2023			FY 2024			FY 2025			FY 2026			FY 2027		
Item	Description of Services (Deliverables)	Unit Type	1 Apr 22 - 30 Jun 22			1 Jul 22 - 30 Jun 23			1 Jul 23 - 30 Jun 24			1 Jul 24 - 30 Jun 25			1 Jul 25 - 30 Jun 26			1 Jul 26 - 30 Nov 26		
			3 Months			12 Months			12 Months			12 Months			12 Months			5 Months		
			Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Unit	Cost	Unit Cost	Units	Cost
1 Project Management (Key Resource – Project Manager)																				
a.	Assist municipality to setup a project steering committee, communication plan, project charter	Hours																		
b.	Inception Meeting	Hours																		
c.	Conduct 8 project steering committee meetings per year. Submit 8 progress reports per year. (April, May, June, July, August, September, November, March)(3 in '22 & 3 in '27)	Hours																		
d.	Make Site Manager resource available for on-site support (960 hours / year duration) - include ad-hoc Technical Department meetings	Hours																		
e.	Submit annual closure report	Hours																		
Sub-Total (Item 1)																				
2 Assessment Report on Existing Asset Register (Key Resources – Project Manager, GIS Data Manager, Accountant)																				
a.	List GRAP compliancy shortcomings in Asset Register	Hours																		
b.	Gather and analyse available support documentation of previous years' audits	Hours																		
c.	List audit findings related to assets and actions to be followed to address findings	Hours																		
d.	Asset Register Financial Hierarchy																			
i.	Define asset classification and component level	Hours																		
ii.	Sign off by municipality	Hours																		
Sub-Total (Item 2)																				
3 Mobile Mapping (Key Resource – Project Manager)																				
a.	Conduct a 3D survey of the road reserves and municipal infrastructure sites	Km																		
b.	Supply 360 degree photographs every 4 meters of line of travel in native format to be imported into Planet GIS and ArcGIS	Hours																		
Sub-Total (Item 3)																				

Initial_____

Costing Sheet 2 of 7			FY 2022			FY 2023			FY 2024			FY 2025			FY 2026			FY 2027		
			1 Apr 22 - 30 Jun 22			1 Jul 22 - 30 Jun 23			1 Jul 23 - 30 Jun 24			1 Jul 24 - 30 Jun 25			1 Jul 25 - 30 Jun 26			1 Jul 26 - 30 Nov 26		
Item	Description of Services (Deliverables)	Unit Type	3 Months			12 Months			12 Months			12 Months			12 Months			5 Months		
			Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost
4	Geographic Information System in Planet GIS format – (Key Resource – Project Manager, GIS Data Manager)																			
a.	Gather electronic and non-electronic Infrastructure map data																			
	Scrutinise and edit existing Infrastructure electronic attribute & spatial data	Hours																		
ii.	Scan, Rectify & Digitise information into GIS (pre 2009)	Hours																		
iii.	Import and capture As-built plans information (projects from 2009 to 2017)	Hours																		
b.	Analyze data received and supply discrepancy reports																			
i.	Infrastructure Technical Map (spatial data visualised in workspace in PLANET) – Identify areas without municipal services (water, electricity, sewer, roads)	Hours																		
ii.	Compare Technical Map with Existing FAI and update FAI with technical information	Hours																		
c.	Conduct workshop or work session with municipal staff																			
i.	Presentation status quo and discrepancy reports	Hours																		
ii.	Identify gaps	Hours																		
d.	Gather additional information																			
i.	Allocate responsibilities for acquiring additional information	Hours																		
ii.	Repeat steps 4.a.i to 4.b.ii	Hours																		
e.	Conduct a second workshop or work session with municipal staff																			
i.	Presentation status quo after additions and further analysis	Hours																		
ii.	Capture knowledge of municipal staff onto GIS dataset in current municipal database where no data exists	Hours																		
f.	Conduct final workshop and provide hardcopy maps to municipality for review and sign-off	Hours																		
Sub-Total (Item 4)					RO.00															RO.00

Initial_____

Costing Sheet 3 of 7			FY 2022			FY 2023			FY 2024			FY 2025			FY 2026			FY 2027		
Item	Description of Services (Deliverables)	Unit Type	1 Apr 22 - 30 Jun 22			1 Jul 22 - 30 Jun 23			1 Jul 23 - 30 Jun 24			1 Jul 24 - 30 Jun 25			1 Jul 25 - 30 Jun 26			1 Jul 26 - 30 Nov 26		
			3 Months			12 Months			12 Months			12 Months			12 Months			5 Months		
			Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost
5	Field Survey and Verifying of Fixed Assets (Key Resource – Project Manager, GIS Data Manager, Field Data Collector)																			
	–Field Survey: Verification to be performed with an electronic Data Logger fully synchronised with the Office System																			
a.	Document condition assessment assumptions	Hours																		
b.	Roads and Roadside Items - Extract all visible infrastructure data from 3D mobile mapping and capture as the correct components in the register	Hours																		
c.	Storm Water Infrastructure - Field Survey	Hours																		
d.	Electricity Infrastructure - Field Survey	Hours																		
e.	ICT Infrastructure	Hours																		
f.	Water Infrastructure - Field Survey	Hours																		
g.	Sewerage Infrastructure - Field Survey	Hours																		
h.	Solid Waste Infrastructure - Field Survey	Hours																		
i.	Community facilities & Buildings - Field Survey	Hours																		
Sub-Total (Item 5)					RD.00														RD.00	

Initial_____

Costing Sheet 4 of 7			FY 2022			FY 2023			FY 2024			FY 2025			FY 2026			FY 2027		
			1 April 22 - 30 Jun 22			1 Jul 22 - 30 Jun 23			1 Jul 23 - 30 Jun 24			1 Jul 24 - 30 Jun 25			1 Jul 25 - 30 Jun 26			1 Jul 26 - 30 Nov 26		
Item	Description of Services (Deliverables)	Unit Type	3 Months			12 Months			12 Months			12 Months			12 Months			5 Months		
			Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost
6	Capital Projects (Key Resources – Project Manager, Accountant, GIS Data Manager, Field Data Collector)																			
a.	All WIP Projects (100 projects per year divided into 70:30 ratio - 70% billed at 30 June and 30% at 30 July)																			
i.	Gather all source documentation	Project																		
ii.	Plot projects' spatial position in Planet GIS	Project																		
iii.	Reconcile with General ledger and source documentation	Project																		
iv.	Update register with expenditure for the prior and the current year	Project																		
b.1	SMALL - Projects completed & Donated Projects in current year (80 projects per year divided into 70:30 ratio - 70% billed at 30 June and 30% at 30 July)																			
i.	Gather all source documentation	Project																		
ii.	Reconcile with General ledger and source documentation (BoQ)	Project																		
iii.	Capturing As-built spatial & attribute information in Planet GIS	Project																		
iv.	Field survey and geo-tag componentized items to confirm existence (performed with an electronic Data Logger live/synced with the Office System)	Project																		
v.	Componentize (Unbundle) based on source documentation and final bill of quantities in IMS system	Project																		
vi.	Update WIP schedule with projects cost per year	Project																		
b.2	MEDIUM - Projects completed & Donated Projects in current year (8 projects per year divided into 70:30 ratio - 70% billed at 30 June and 30% at 30 July)																			
i.	Gather all source documentation	Project																		
ii.	Reconcile with General ledger and source documentation (BoQ)	Project																		
iii.	Capturing As-built spatial & attribute information in Planet GIS	Project																		
iv.	Field survey and geo-tag componentized items to confirm existence (performed with an electronic Data Logger live/synced with the Office System)	Project																		
v.	Componentize (Unbundle) based on source documentation and final bill of quantities in IMS system	Project																		
vi.	Update WIP schedule with projects cost per year	Project																		
b.3	LARGE - Projects completed & Donated Projects in current year (12 projects per year divided into 70:30 ratio - 70% billed at 30 June and 30% at 30 July)																			
i.	Gather all source documentation	Project																		
ii.	Reconcile with General ledger and source documentation (BoQ)	Project																		
iii.	Capturing As-built spatial & attribute information in Planet GIS	Project																		
iv.	Field survey and geo-tag componentized items to confirm existence (performed with an electronic Data Logger live/synced with the Office System)	Project																		
v.	Componentize (Unbundle) based on source documentation and final bill of quantities in IMS system	Project																		
vi.	Update WIP schedule with projects cost per year	Project																		
c.	Checking of projects unbundled in-house by the civil & electrical departments (80 projects per year divided into 70:30 ratio - 70% billed at 30 June and 30% at 30 July)																			
i.	Completeness, documentation loaded & Financial reconciliation in IMS	Project																		
ii.	Correctness of features, components & attributes captured and verified in PLANET database	Project																		
Sub-Total (Item 6)																				

Initial_____

Costing Sheet 5 of 7			FY 2022			FY 2023			FY 2024			FY 2025			FY 2026			FY 2027		
Item	Description of Services (Deliverables)	Unit Type	1 Apr 22 - 30 Jun 22			1 Jul 22 - 30 Jun 23			1 Jul 23 - 30 Jun 24			1 Jul 24 - 30 Jun 25			1 Jul 25 - 30 Jun 26			1 Jul 26 - 30 Nov 26		
			3 Months			12 Months			12 Months			12 Months			12 Months			5 Months		
			Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost
7	PPE - Property Register (Key Resources – Project Manager, Accountant, GIS Data Manager) - No Investment or Inventory Properties																			
a.	Gather all source documentation relevant to the Property Portfolio	Hours																		
b.	Update deeds data of municipal owned properties as at 30 June	Hours																		
c.	Create a PPE spatial property register in Planet GIS	Hours																		
d.	Flag all properties that contain municipal infrastructure, but does not show in asset database or municipal ownership.	Hours																		
e.	Obtain council minutes of meetings relating to properties to identify intention of council relating to the properties	Hours																		
f.	Identify transfers in the past year and current year	Hours																		
g.	Identify additions in the past year and current year	Hours																		
Sub-Total (Item 7)					R0.00														R0.00	
8	Financial calculation and reconciliation (Key Resources – Project Manager, Professional Engineer, Accountant)																			
a.	Perform Current Replacement Cost (CRC) calculation of assets	Hours																		
b.	Perform Depreciated Replacement Cost (DRC) calculation of assets	Hours																		
c.	Perform depreciation calculation of assets	Hours																		
d.	Perform remaining useful life adjustments for identified assets (documentation of assumptions and factors)	Hours																		
e.	Perform impairment adjustments for identified assets (documentation of assumptions and factors)	Hours																		
f.	Prepare Disposal list for approval	Hours																		
g.	Prepare all assets related notes for the AFS	Hours																		
Sub-Total (Item 8)																				

Initial_____

Costing Sheet 6 of 7			FY 2022			FY 2023			FY 2024			FY 2025			FY 2026			FY 2027		
Item	Description of Services (Deliverables)	Unit Type	1 Apr 22 - 30 Jun 22			1 Jul 22 - 30 Jun 23			1 Jul 23 - 30 Jun 24			1 Jul 24 - 30 Jun 25			1 Jul 25 - 30 Jun 26			1 Jul 26 - 30 Nov 26		
			3 Months			12 Months			12 Months			12 Months			12 Months			5 Months		
			Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost
9	Audit support (Key Resources – Project Manager, Accountant, Professional Engineer, GIS Data Manager, Field Data Collector)																			
a.	Prepare methodology documentation and present to Auditor General	Hours																		
b.	Prepare audit file, present to CFO and sign-off by CFO	Hours																		
c.	Assist with register to floor exercise of Auditor General	Hours																		
d.	Assist with floor to register exercise of Auditor General	Hours																		
e.	Propose adjustment to the assets management policy where required	Hours																		
Sub-Total (Item 9)																				
10	Hardware, Software and Information Population (Key Resources – Project Manager, GIS Data Manager)																			
a.	The hardware that the municipality has invested in, with reference to the data loggers for asset maintenance, must be setup and used.	Hours																		
b.	Planet GIS is the spatial information system and must be customised according to the financial asset hierarchy to be utilised during this project	Hours																		
c.	All support documentation must be filed according to the municipal file plan structure in IMIS	Hours																		
Sub-Total (Item 10)																			R0.00	
11	Supply Final Register (Key Resources – Project Manager, Accountant)																			
a.	Supply a Draft Asset Register by 30 June	Hours																		
b.	Supply the Final Register with changes by 20 July	Hours																		
Sub-Total (Item 11)																				

Initial_____

Costing Sheet 7 of 7			FY 2022			FY 2023			FY 2024			FY 2025			FY 2026			FY 2027		
			1 Apr 22 - 30 Jun 22			1 Jul 22 - 30 Jun 23			1 Jul 23 - 30 Jun 24			1 Jul 24 - 30 Jun 25			1 Jul 25 - 30 Jun 26			1 Jul 26 - 30 Nov 26		
Item	Description of Services (Deliverables)	Unit Type	3 Months			12 Months			12 Months			12 Months						5 Months		
			Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost				Unit Cost	Units	Cost
12	On Site Training for Municipal Officials (Key Resources – Project Manager)																			
a.	General knowledge of asset management (including ground level personnel)	Hours																		
b.	GIS-based asset management system	Hours																		
c.	Report Extraction from the system on all customised modules	Hours																		
Sub-Total (Item 12)					R0.00														R0.00	
13	Support on Customised- PLANET GIS software and database (GIS Specialist, Developer (GIS/IMIS)) (This service will commence on 1 July 2022)																			
a.	8 hours onsite visit per month - GIS specialist	Hours																		
b.	4 hours data services (integration/maintenance/development) per month	Hours																		
c.	8 hours telephone/team view support per month - GIS specialist	Hours																		
Sub-Total (Item 13)					R0.00														R0.00	
Total (Item1+Item2+Item3+Item4+Item5+Item6+Item7+Item8+Item9+Item10+Item11+Item12+Item13)			(14)			(15)			(16)			(17)			(18)			(19)		
Other Expenses			Unit Type	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost	Unit Cost	Units	Cost			Unit Cost	Units	Cost
Travelling (include 1 on-site visit p/m for support)			Km																	
Car Hire			Days																	
Return Flights			Fights																	
Accommodation			Nights																	
Total for Other Expenses			(20)			(21)			(22)			(23)			(24)			(25)		
TOTAL			(14+20)			(15+21)			(16+22)			(17+23)			(18+24)			(19+25)		
VAT @15%																				
GRAND TOTAL			(26)			(27)			(28)			(29)			(30)			(31)		

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Appendix 1

DEFINITIONS

Completeness

Completeness is the compliance of data with the database design. This implies that all data conforms to a known standard for topology, table structure, precision, projection and other data-model specific requirements.

Validity

Validity is a measure of attribute accuracy of the database. Each attribute must have a defined domain and range. The domain is the set of all legal values for the attribute. The range is the set of values within which the data must fall.

Logical Consistency

Logical consistency is a measure of the interaction between the values of two or more functionally related attributes. As the value of one attribute changes, to maintain consistency, so must the values of its functionally related attributes.

Physical Consistency

Physical consistency is a measure of the topological correctness and geographic extent of the database.

Referential Integrity

Referential integrity is a measure of association between related tables based upon their primary and foreign key relationships. Primary and foreign keys must exist and must associate sets of data in the tables given predefined rules for each table.

Positional Accuracy

Positional accuracy is a measure of how well each spatial object's position in the database matches reality. Positional error can be introduced via incorrect cartographic interpretation, through insufficient densification of vertices in line segments, or through digital storage precision inadequacies, to name a few. These errors can be random, systemic and/or cumulative in nature.

Conflict Resolution

Multi-source conflict resolution is a critical issue if data is compiled from multiple sources. An example of multi-source conflict resolution may be an electrical layer that is being compiled from two maps, an overhead map and an underground map. These two map series must be reviewed in conjunction with each other for duplicated features, conflicting positional locations and conflicting feature attributes. This can be viewed as "vertical edge matching".

Visual Quality Assurance (QA)

At various stages in the data conversion process visual QA must be performed. Visual QA is meant to detect not only random errors such as a misspelled piece of text, but also systemic errors such as an overall shift in the data caused by an unusually high RMS value. Existence and absence of data as well as positional accuracy can only be checked with a visual inspection. This visual inspection can be performed in two ways; hardcopy plots and on-screen views. The hard copy plotting of data is the best method for checking for missing

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features, misplaced features and registration to the original source. Visual inspection should occur during initial data capture, at feature attributing, and at final data delivery. At initial data capture the data should be inspected for missing or misplaced features, as well as alignment problems that could point to a systemic error. In either case each error type needs to be evaluated along with the process that created the data in order to determine the appropriate root cause and solution.

Automated Quality Assurance (QA)

Visual inspection of GIS data is reinforced by automated QA methods. GIS databases can be automatically checked for adherence to database design, attribute accuracy, logical consistency, and referential integrity. Automated QA must occur in conjunction with visual inspection. The goal of the automated quality assurance is to quickly inspect very large amounts of data and report inconsistencies in the database that may not appear in the visual inspection process. Both random and systemic errors are detected using automated QA procedures. Once again, the feedback loop has to be short in order to correct any flawed data conversion processes.

Appendix 2

DATABASE INFORMATION

Extract from current infrastructure GIS database (Not complete dataset / information not true to assets in field).

Data	Plant	Component	Number of assets	Total length
Water pipes			7260	1 174 610 m
Water valves			378	
Water pump stations		Build structure	41	
		Valves	66	
		Pumps/motors	30	
WTW	4			
Sewer pipes			11142	582134 m
Sewer manholes			10293	
WWTW	7			
Stormwater pipes			71084	206972 m
Road surface layer			4100	500000 m

A copy of the Financial Asset Register as well as the infrastructure GIS data will be made available.

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Section 4.4

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims 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 goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

- - -

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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 supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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 authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

....

2.

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Section 4.5**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.

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SECTION 4.6**OMMISSIONS, ALTERATIONS AND ADDITIONS**

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SECTION 4.7

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)

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SECTION 4.8

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

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SECTION 4.9**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.)

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