



KAAP AGULHAS MUNISIPALITEIT
CAPE AGULHAS MUNICIPALITY
U MASIPALA WASECAPE AGULHAS

TENDER: CAPE AGULHAS MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK 2022-2027

SCM12/2022/23

BIDDERS NAME:		
CONTACT NUMBERS	Phone:	Fax:
BBBEE STATUS LEVEL		
CSD REGISTRATION NR	MAAA	
BID AMOUNT:	R _____ (VAT inclusive)	

For Office Use Official 1: Official 2:	OFFICIAL STAMP
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CHECK LIST FOR COMPLETENESS OF BID DOCUMENT

The bidder **MUST ENSURE** that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

1.	Completed page containing the details of bidder	Yes		No	
2.	Specifications & Pricing Schedules - Is the form duly completed and signed?	Yes		No	
3.	Evaluation Schedule- Is the form duly completed and signed?	Yes		No	
4.	(CAMBD 2) Is a Tax Compliance status pin attached?	Yes		No	
5.	(Schedule 1 A) Authority of Signatory - Is the form duly completed and signed?	Yes		No	
6.	(Schedule 1B) Enterprise Questionnaire -Is the form duly completed and signed?	Yes		No	
7.	(Schedule 1C) Documents of Incorporation - Is the form duly completed and signed?	Yes		No	
8.	(Schedule 1D) Payment of Municipal Accounts - Is the form duly completed and signed?	Yes		No	
9.	(Schedule 1E) B-BBEE certificate - Is the form duly completed and signed? Is a <u>certified or an original certificate attached</u>	Yes		No	
10.	(Schedule 1F) Schedule of work experience of tenderer- Is the form duly completed and signed?	Yes		No	
11.	Form of Offer - Is the form duly completed and signed?	Yes		No	
12.	Contract data - Is the form duly completed and signed?	Yes		No	
13.	(CAMBD 4) declaration of interest- Is the form duly completed and signed?	Yes		No	
14.	(CAMBD 6.1) Preference points claimed- Is the form duly completed and signed?	Yes		No	
15.	(CAMBD 8) Signed declaration of bidder's past supply chain management practices	Yes		No	
16.	(CAMBD 9) Prohibition of Restrictive Practices be completed and signed.	Yes		No	
17.	All bids must be submitted in writing on the official forms (not re-typed).	Yes		No	
18.	Bidder must initial every page of this bid document.	Yes		No	

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND
CORRECT.**

Signed Date

Name Position

Tenderer

CAPE AGULHAS MUNICIPALITY

TENDER: CAPE AGULHAS MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK 2022-2027

The Cape Agulhas Municipality requires the services of a highly skilled and experienced service provider to undertake the Cape Agulhas Municipal Spatial Development Framework (MSDF). The purpose of an MSDF is to guide the spatial distribution of current and future land uses, infrastructure investment, development, and protection of the natural environment, considering financial realities, whilst giving effect to the vision, goals and objectives of a municipal Integrated Development Plan (IDP).

Tender documents are available from **Me G Koopman** at telephone number 028-425 5500 during office hours or email at geraldinek@capeagulhas.gov.za. The document can also be downloaded from the municipal website: www.capeagulhas.gov.za free of charge. **A non-refundable deposit of R150** is payable for each set of documents issued (hard copies).

Technical enquiries may be directed to **Me Sunel Nel** at telephone number 028 425 5500 or email at suneln@capeagulhas.gov.za.

Sealed tenders marked "**Tender Nr: SCM12/2022/23 CAPE AGULHAS MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK 2022 – 2027**" must be placed in the tender box at the Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280 not later than **12:00 on Friday, 05 August 2022** after which it will be opened in public. Tenders may only be submitted on the prescribed official document.

The 80/20 preferential procurement system, as stated in the Cape Agulhas Municipal Procurement Policy, will be used when considering tenders. The **two-stage bidding** process will be followed in evaluating this tender. Firstly, it will be evaluated for functionality and thereafter for price and preference.

A Tax Compliance status pin as issued by the South African Revenue Service, must be submitted together with the tender.

Council reserves the right not to accept the lowest or any tender. No faxes or e-mails will be accepted.

**EO PHILLIPS
MUNICIPAL MANAGER
PO BOX 51
BREDASDORP
7280**

2022-07-15

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE AGULHAS MUNICIPALITY					
BID NUMBER:	SCM12/2022/23	CLOSING DATE:	05 August 2022	CLOSING TIME:	12:00
DESCRIPTION	CAPE AGULHAS MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK 2022-2027				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CAPE AGULHAS MUNICIPALITY					
1 DIRKIE UYS STREET					
BREDASDORP					
7280					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) 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 /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCE: SCM		CONTACT PERSON	Sunel Nel	
CONTACT PERSON	Geraldine Koopman		TELEPHONE NUMBER	028 425 5500	
TELEPHONE NUMBER	028 425 5500		FACSIMILE NUMBER	028 425 1019	
FACSIMILE NUMBER	028 425 1019		E-MAIL ADDRESS	suneln@capeagulhas.gov.za	
E-MAIL ADDRESS	geraldinek@capeagulhas.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TERMS OF REFERENCE / SCOPE OF WORKS

CAPE AGULHAS MUNICIPALITY

TERMS OF REFERENCE FOR THE COMPILATION OF A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK FOR CAPE AGULHAS MUNICIPALITY AS A CORE COMPONENT OF THE INTEGRATED DEVELOPMENT PLAN

1. PURPOSE

The Cape Agulhas Municipality wishes to appoint a Service Provider (SP) to undertake the of the Cape Agulhas Municipal Spatial Development Framework (MSDF). The purpose of an MSDF is to guide the spatial distribution of current and future land uses, infrastructure investment, development, and protection of the natural environment, considering financial realities, whilst giving effect to the vision, goals and objectives of a municipal Integrated Development Plan (IDP).

2. INTRODUCTION

2.1. Cape Agulhas Municipality (CAM) is a Category B (Local) and one of 4 municipalities located in the Overberg District Municipality (ODM). The CAM area covers approximately 2 411km² and includes the towns of Bredasdorp and Napier, the coastal towns of Arniston/ Waenhuiskrans, Struisbaai, L'Agulhas (the most southern town in Africa), Suiderstrand and the rural settlements of Proteem and Klipdale. The municipal area also includes Elim – a private town – and a very large rural area.

2.2. The current MSDF was adopted in 2017 and is now in need of an update.

3. PROJECT DESCRIPTION

- 3.1. The preparation of this new MSDF will focus on updating the current status quo information where required and strengthening the Capital Expenditure Framework and Implementation Plan. As per the MSDF Guidelines document of the Department of Rural Development and Land Reform (DRDLR, 2017), the MSDF must consist of the following sections:
- i. A purpose, background, terms of reference, and process section (this can also be captured in an Inception Report).
 - ii. A Policy Context section.
 - iii. A Spatial Challenges and Opportunities section (also known as a Status Quo Assessment, which includes a synthesis).
 - iv. A Spatial Proposals Report or section, setting out the vision, the spatial concept, spatial strategies, and spatial proposals both at the municipal-wide and settlement scales.
 - v. An Implementation Framework section, setting out the Capital Expenditure Framework, as well as an Implementation Plan which should include implementation targets and monitoring and evaluation requirements.
- 3.2. The MSDF must adhere to the following:
- a) Content requirements of:
 - i. Section 2(4) of the MSA Local Government: Municipal Planning and Performance Regulations (2001).
 - ii. Sections 12 and 20-21 of SPLUMA; and
 - iii. Section 10 of LUPA.
 - b) The development principles and norms and standards as contained in Sections 7 and 8 of SPLUMA, as well as Section 59 of LUPA.
 - c) The Department of Rural Development and Land Reform's (DRDLR) Spatial Development Framework Guideline (2017)
 - d) Alignment to the National, Provincial and Regional Spatial Development Frameworks, where relevant

- e) Alignment with the latest municipal IDP
 - f) Guidelines regarding the process steps to re-write the MSDF received from the Department of Environmental Affairs and Development Planning.
 - g) The Western Cape Land Use Planning Guidelines: Rural Areas (March 2019)
 - h) The relevant Municipal Planning By-Law as it relates to MSDF development
- 3.3. Other than meeting the MSDF content requirements as set out in SPLUMA, LUPA and the MSA, there are issues specific to Cape Agulhas Municipality which the MSDF must address. Many of these issues are contained within the MSDF Dashboards prepared by DEA&DP: Spatial Planning. Please access the link below:
https://westerncape.sharepoint.com/:f/t/SPATIALPLANNING632/EhTn6gSqAoZDm6FpJW4O5CgBFEMpM92d52mLCwpPpP_MrA?e=ZVmrke
- 3.4. The work to be undertaken should use the existing MSDF as a point of departure and should be informed by the [MSDF Resources Handbook](#) prepared by DEA&DP: Spatial Planning
- 3.5. The successful Service Provider is required to ensure that all the necessary requirements for an MSDF to be used as an environmental instrument in terms of NEMA, are met. This may include the delineation of urban areas in terms of NEMA.

4. PROJECT DELIVERABLES

As stated above, the emphasis with the compilation of this MSDF should be on ensuring alignment with legislation, in particular the CEF and Implementation Plans, as well as addressing any gaps that may have been identified in the current MSDF. In order to achieve this, most of the work should be on the proposals and implementation sections of the MSDF, rather than on the status quo and background chapters.

4.1. Project Initiation

- 4.1.1. The planning process will commence with the appointment of the Service Provider who is required to prepare a detailed Project Plan and Programme, in an Inception Report. This may require coordination with the existing IDP time schedule and process plan where relevant.
- 4.1.2. The Inception Report will outline phasing and deliverables linked to delivery dates and invoicing mutually agreed upon as per the Project Plan and IDP Process Plan.
- 4.1.3. The Inception Report should consist of the following:
 - a) A comprehensive Project Plan sanctioned by the Project Committee (PC) in line with the MSDF guidelines related to phasing and deliverables prepared by the Department of Rural Development and Land Reform. This should include meeting the various requirements as set out in SPLUMA, LUPA and this Terms of Reference, bearing in mind the project time frame and the existing IDP time schedule and process plan. The Project Plan should outline the various reports or deliverables to be produced, the delivery dates and all planned meetings and workshops. Comment periods for draft documents should also be specified. The comprehensive work plan should be in line with the Bid submitted.
 - b) A schedule of payment indicating tasks and deliverables as per the Project Plan.
- 4.1.4. The Inception Report should be submitted to the PC within 14 days of appointment.

4.2. MSDF Phasing and Deliverables

- 4.2.1. The deliverables of the Phases listed in the Inception Report must be submitted to the municipality on completion as per the timeframes outlined in the comprehensive Project Plan. The deliverables should include the following:
 - 4.2.1.1. An MSDF status quo report to be submitted to Council for adoption. This status quo report should include the policy context within which the Municipality is operating as well as the identified spatial challenges and opportunities as well as a synthesis section;

- 4.2.1.2. A spatial proposals report including a vision, a spatial concept, spatial strategies and the proposal themselves.
- 4.2.1.3. An Implementation Framework section, setting out the Capital Expenditure Framework, as well as an Implementation Plan (in line with section 21(p) of SPLUMA), which should include implementation targets and monitoring and evaluation requirements.
- 4.2.1.4. A final Draft MSDF (including a CEF and Implementation Plan), which has gone through the prescribed public participation processes and is ready to be approved by Council.
- 4.2.1.5. Schedule of comments received on the draft MSDF and responding statements on how these comments are addressed in the final MSDF document.
- 4.2.1.6. An executive summary of the final Draft MSDF which is suitable for inclusion in the IDP document.

5. TECHNICAL SPECIFICATIONS PROJECT DELIVERABLES

5.1. Detailed specifications for the final draft MSDF deliverable are:

- (a) Electronic copies of the final MSDF reports in Microsoft Word and in Adobe PDF format;
- (b) All maps produced at various scales in digital format in accordance with the content specifications of the [Minimum Mapping Standards for MSDF's](#);
- (c) An electronic copy of all agendas, minutes and attendance registers of all meetings, consultations, engagements etc held pertaining to the project;
- (d) An electronic copy of all notices issued in terms of the public participation process and communication materials developed to enhance the public participation process;
- (e) All presentations in original and pdf format and/or other material presented during all stages of the MSDF drafting process;
- (f) The reports and other written documents generated and submitted to the municipality for consideration shall be prepared and submitted in MS Word;
- (g) The maps in the MSDF shall be provided in:
 - A common GIS format (shapefile/geodatabase/map package)
 - Jpeg format for photographs, graphic displays and static maps for translation and printing purposes;
- (h) Originals of graphics / photographs must be supplied;
- (i) The final MSDF shall be proofread, and copy edited by the Service Provider;
- (j) An electronic Portfolio of Evidence consisting of all of the above, as well as all original public and stakeholder comments/ submissions received.

6. CAPITAL EXPENDITURE FRAMEWORK SPECIFICATIONS

6.1. Purpose of a Capital Expenditure Framework (CEF)

- 6.1.1. Section (21) (n) of the Spatial Planning and Land Use Management Act, No.16 of 2013 (SPLUMA) provides for all municipalities to develop Capital Expenditure Frameworks (CEF) as a key component of their Spatial Development Frameworks (MSDF). This requirement is reinforced by the Municipal Systems Act, 2000 (Act 32 of 2000).
- 6.1.2. A Capital Expenditure Framework is a single, consolidated overview of the municipal infrastructure, assets, and built environment needs over the long term (10 to 20-year planning horizon) that also considers how these needs will be financed and what their financial impact will be on the municipality's financial sustainability. Importantly, the nature and location of the proposed infrastructure investments must originate from and give expression to the spatial strategies, development proposals and development objectives set out in the MSDF. The CEF is a tool that aims to bridge the implementation gap between MSDF's, infrastructure planning, and financial planning and budgeting processes. In so doing, it strives to establish a realistic understanding of the affordability levels of the municipalities whilst putting in place a clear investment pathway to facilitate the implementation of the MSDF proposals, by prioritising infrastructure investments that best articulate the spatial vision and strategies that the MSDF seeks to achieve.

6.1.3. CEF's present an opportunity to put in place a clear inter-governmental pipeline of investment that will empower municipalities to understand whether, year-on-year, their budgets are implementing their plans. Importantly, it will also provide prospective public and private sector partners and investors with a clear view of what investments are required in the municipal area. This will also better position the municipality to leverage grants and other funding sources in the future. (**Annexure A** below is a Terms of Reference for the drafting of the Capital Expenditure Framework component of an MSDF). Alternatively, it can be accessed by clicking on the following link: [Capital Expenditure Framework TOR](#)

6.2. Should a Municipality not be able to develop a complete CEF as part of their MSDF, the following are the minimum content requirements which should be included in the MSDF as a step towards the development of a CEF:

- Delineate Functional Areas, which is an area within or outside of a settlement that has similar density, urban form, service level, and service requirements characteristics. Functional Areas usually share the same engineering and utility service requirements and levels of service (or have similar upgrading needs).
- Delineate Spatial Areas / Spatial Categories for Investment Planning, such as priority development areas, upgrading areas, consolidation areas. Spatial Categories for Investment Planning are derived directly from the MSDF Spatial Proposals maps.
- Reflect the hierarchy and typology of settlements, nodes, and Spatial Areas / Categories for investment.
- Determine population projections, household growth, housing demand trends, economic activity etc. per functional area.
- Determine anticipated land required across the various land uses to meet the demand.
- Identify the land available for development (current and future) in each spatial category/ area and in each functional area.
- Define land use mixes and development yields linked to the projected housing demand in each spatial category and functional area.
- Determine the status of bulk infrastructure systems and facilities in relation to their capacity.
- Any infrastructure deficiencies must be noted per spatial planning category for investment planning and functional area. (The aim here is to determine future infrastructure investment and maintenance needs per infrastructure type, per functional area).
- Define the location or at least the locational requirements of new link or reticulation infrastructure systems and social facilities in each spatial category for investment planning and functional area.
- Determine backlogs in social facilities in each spatial category for investment planning and functional area.
- Confirm and/or identify MSDF land and growth policies, spatial transformation proposals and recommended phasing must be defined in each spatial category for investment planning and functional area.
- Identify where and what land should be acquired or released for development and what type of development it should accommodate per spatial category for investment planning and functional area.
- The current long-term funding outlook, constraints and opportunities in the municipality must be defined.
- Possible spatial drivers of municipal costs must be specifically identified from a growth, development and infrastructure perspective.
- Current planned municipal, provincial and national government investments in the municipal area over the MTREF period must be set out, ideally per functional area and spatial category for investment planning area.
- The need for municipal, provincial and national government planned investments in the municipal area over at least the next 10-year period must be set out, ideally per functional area and spatial category for investment planning area.

7. REPORTING AND MEETINGS

- 7.1. The appointed Service Provider will report to the Senior Planner at the Cape Agulhas Municipality;
- 7.2. A Project Committee (PC) will be established between the Municipality, the Service Provider, a nominated planner of the Western Cape Government, Department of Environmental Affairs and Development Planning (DEADP), and any other stakeholders that these parties deem relevant;
- 7.3. The PC will monitor the progress of the project and will actively participate in it. At the PC meetings issues will be discussed, proposals debated, and direction of the project will be determined;
- 7.4. The PC will meet on a monthly basis (or as otherwise mutually agreed) to discuss administrative matters to ensure effective service delivery and adherence to contractually agreed to project timelines and deliverables;
- 7.5. Should no PC meeting be held, the Service Provider will still be required to submit the monthly project progress report to the Senior Planner at the Municipality;
- 7.6. Members of the PC will ensure that all relevant available information pertaining to their functionality is made available to the PC within reasonable timeframes considerate of the of the applicable project timeline;
- 7.7. The minimum engagements/meetings are summarized as follows:

Meetings / Engagements	Estimated number of engagements/meetings	Approximate number of hours per engagement/meeting	Who from the Consulting Team must attend
Project Committee (PC)	4	2 (x 4)	At least Consultant's Project Manager
Council's Planning Portfolio Representatives and other Councilors	2	2 (x2)	At least Consultant's Project Manager
Meetings with public / other representatives	2	2 (x2)	At least Consultant's Project Manager
Presentations (Mayco and Council)	2	1 (x2)	At least Consultant's Project Manager
TOTAL	10	18	

- 7.8. General arrangements applicable to the abovementioned meetings are as follows:
- The venue for Project Committee Meetings will be decided upon by the Municipality. These meetings could be virtual or in-person;
 - The Service Provider will be responsible for preparing the draft Invitation and Agenda for all meetings and the Manager: Town Planning will assist in extending the invitations to participants to attend the relevant meetings and the distribution of the minutes;
 - The Service Provider shall be responsible for the taking and drafting of minutes of all meetings.
- 7.9. Cape Agulhas Municipality will be responsible for any publications / advertisements and associated costs related to the MSDF. Publications/ advertising are to be compliant with the prescripts of SPLUMA, LUPA and the Municipal By-Law.

8. COMPETENCIES OF THE SERVICE PROVIDER

- 8.1. A multi-disciplinary professional project team is required.
- 8.2. The Service Provider project team must have sound knowledge and vast experience in similar type of projects in the following specialist fields: spatial planning, municipal finance, project management, civil engineering, and GIS.
- 8.3. The project manager should be a Professional Planner (minimum academic B-degree in Town and Regional Planning) with a minimum of 10 years proven experience/track record of relevant spatial planning and project management, and professional registration with South African Council for Planners (SACPLAN). **Bids that do not meet these requirements for the project manager will be disqualified.**
- 8.4. Other than the project manager / professional planner, the successful service provider's key professional team should at least consist of the following practitioners:
- A Professional Engineer – Minimum B-degree in Civil Engineering, and professional registration with the Engineering Council of South Africa (ECSA);
 - A Municipal Financial Planning Specialist– Minimum B-degree in finance; and
 - A GIS Practitioner – Appropriate B-degree accredited GIS qualification or equivalent qualification approved by the South African Council for Professional and Technical Surveyors (PLATO).
- 8.5. If any project team member is to be replaced after the submission of the tender, it will only be acceptable with written agreement of the Municipality.
- 8.6. Service providers may have to employ other professionals to execute activities which require specific expertise. However, the successful Service Provider is still responsible for the delivery and quality control of all services and the Municipality would not be bound by separate third-party agreements.
- 8.7. Knowledge, experience and expertise applicable to the rewrite/ drafting of the MSDF is listed below:

No.	Skillset	Knowledge, experience and expertise
1.	Spatial Planning	- Minimum of 10-years post graduate experience, including integrated planning, municipal spatial planning, and precinct planning. - Minimum of 10-years' experience in development analysis and planning, and socio-economic profiling - Proven experience and knowledge of the integrated planning, budgeting, and implementation cycle in municipalities. - Experience in land use planning, and specifically the application of development contributions policies and calculators in determining the infrastructure implications of land use planning investments. - Knowledge of municipal powers and functions, service delivery and governance related legislation and issues in the South African local government sector. - Sound understanding of the SPLUMA, LUPA and the MSA and demonstrable knowledge of the drafting of CEFs in line the relevant guideline documents.
2.	Project management	- Proven management skills for projects of similar scope and character; - The ability to manage the process and ensure coordination, integration and alignment of plans, policies and strategies of all spheres of government; - Experience in innovative public participation at a municipal level; - Report writing and facilitation skills. The ability to produce thorough, readable and informative reports and other material; and - The project manager should be a Professional Planner registered with SACPLAN.

No.	Skillset	Knowledge, experience and expertise
3.	Environmental management	Sound knowledge of environmental legislation, institutional structures and environmental assessment and management practices in the Western Cape; Proven competence to analyze the environment in such a way as to identify significant issues, problems and characteristics and distinguish between underlying causes and superficial symptoms; Proficiency in integrating and coordinating significant components of both the socio-economic and biophysical environments in such a way as to evaluate options and trade-offs and facilitate sound decision making; and The ability to offer innovative solutions to address any identified issues in the Cape Agulhas Municipal area.
4.	Engineering	• Minimum of 10-years post graduate experience, including integrated infrastructure demand analysis and planning, capital project investment planning, analysis, prioritization, and budget planning. • Proven experience and knowledge of the full lifecycle of infrastructure planning and design, including project conceptualization, master planning, project preparation and project readiness, infrastructure delivery systems • Knowledge of municipal powers and functions, service delivery and governance related legislation. • Knowledge and experience in municipal engineering services;
	Finance	• A minimum of 5-years' experience in financial modelling and the preparation of Long-Term Financial Plans in the South African local government environment. • An understanding of National Treasury's requirements for the preparation and finalisation of annual municipal budgets, as well as the integration of the budgeting process with the requirements of the SPLUMA. • Minimum of 10-years' experience in development analysis and planning, infrastructure investment planning and analysis, development impact assessments, local government financial planning and analysis. • A robust understanding of public sector development financing instruments and a good grasp of innovations in this sector. • The ability to assess government revenue and government expenditure of public authorities and the adjustment of one or the other to achieve desirable effects and avoid undesirable ones; • The ability to articulate the available capital for infrastructure investment
5.	Economic development	• Ability to utilize existing policies pertinent to economic and regional development to supplement the MSDF; • Experience in urban development, the economics of development regulations and public private partnerships; • Understanding of Cape Agulhas Municipality's role within the regional economy as well as the main cross border relationships with adjacent municipalities; • Demonstrated understanding the relationships between various economic variables and the environmental, social and infrastructure contexts; and • The ability to offer innovative solutions to address any relevant issues identified in the Cape Agulhas Municipal area.
6.	GIS	• Technical skills to develop maps and other spatial information; • Geographical information handling, analysis and interpretation skills; and • Understanding of GIS applications and spatial data queries.
7.	Heritage	• Proven experience in delineating cultural landscapes, clusters of heritage resources and heritage areas

- 8.8. **Declaration of Interest:** Service Providers must declare **ANY FORM of interest** in the project or other projects that may be construed (by the municipality, other applicants or interested and affected parties) as having an impact on the envisaged outcomes of this bid. Failure to declare any such interest could result in the cancellation of the bid by the Municipality. See attached declaration form.

9. RESPONSIBILITY OF THE SERVICE PROVIDER

The following broad roles and responsibilities apply to the Service Provider for the duration of this project:

- a) Full management of the project and its deliverables, including any sub-deliverables quoted for by the Service Provider in their bid;
- b) To serve on the Project Committee and Intergovernmental Steering Committee (where relevant) appointed in terms of the Municipal By-Law and lead discussions relating to the MSDF in accordance with an agenda;
- c) Presenting detailed monthly project progress reports at PC meetings;
- d) Any public participation processes as per the legislative requirements;
- e) Facilitation of workshops with officials, councillors and provincial and national departments as required, to ensure all parties are well informed and contribute to the MSDF preparation process;
- f) The project manager from the Service Provider team will be required to be present at all meetings, presentations and public participation sessions;
- g) Preparing the draft invitations and agendas to all meetings;
- h) The drafting, circulation, and corrections of minutes of any workshops and/or meetings within 5 working days after the event;
- i) The development of appropriate communication materials to support the effectiveness the public participation process;
- j) Presentations to the relevant Municipal Portfolio Committee(s) as well as Council.

10. RESPONSIBILITY OF THE MUNICIPALITY

The following broad roles and responsibilities apply to the Municipality during the duration of this project:

- a) Contractual and financial control;
- b) Project leadership and management of critical path aspects;
- c) Sharing of GIS data and rendering assistance with production of GIS based maps as may be agreed between the parties;
- d) Acceptance of all project deliverables;
- e) Provide comment, technical assessment and vetting of all draft products;
- f) Assist the Service Provider with the organisation of all structured meetings;
- g) Assist the with logistical arrangements including invitations, booking of venues and communication of timeslots;
- h) Assist the Service Provider with the copying of documents as may be necessary prior to and after meetings and any workshops; and
- i) Any aspect that may arise during the execution of the project and agreed upon by both parties.

11. PROJECT OR CONTRACT PERIOD

The timeframe envisaged for the duration of the project is approximately 8months from the date of appointment. Ideally the time schedule for the project needs to coincide with the IDP process in order to ensure Council can adopt the final MSDF concurrently with the new/ amended IDP. It is expected of the Service Provider to ensure that sub-contractors/partners in the project adhere to the time commitments. **The bid proposal must conform to this requirement.**

12. INTELLECTUAL PROPERTY

- 12.1.** Copyright, patent rights and other similar rights in any works, products or digital/spatial information created as a result of the performance of this tender and its assignments shall vest in and are hereby transferred to the Municipality, unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties.
- 12.2.** All information documents, digital/spatial information, records and books provided by the Municipality to any Service Provider in connection with the proposal or otherwise are strictly private and confidential. The Municipality reserves the right to disclose any information provided by any Service Provider to any of the employees of the Municipality.

13. DECLARATION OF CONFIDENTIALITY

The Service Provider shall regard all information in, or in support of the project, as confidential and may not use any information for personal or 3rd party gain. All communication with the media regarding this project (if any) will be conducted through the communication component of the Municipality.

14. FINANCIAL PENALTIES

Failure to meet all the final deliverables by the delivery date will result in a deduction of a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime rate for each day of delay.

Payments will be made only for work performed to the satisfaction of the Municipality. Original invoices to substantiate all costs must be provided. The invoices should include the Municipality's order number that will be provided upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project and for what purpose those hours were spent, and to what extent the objectives were achieved. No copies or e-mailed invoices will be processed.

15. EXTRA WORK

Any costs for extra work by the service provider, incurred over and above this bid which, in the sole opinion of the BAC (Bid Adjudication Committee) due to reasons attributable to the Service Provider during any phase of the project shall be borne by the Service Provider.

16. OUTCLAUSE

- 16.1.** The Cape Agulhas Municipality reserves the right not to appoint if suitable candidates are not found.
- 16.2.** The Cape Agulhas Municipality reserves the right to terminate the contract if there is clear evidence of non-performance.

17. CONTACTABLE OFFICIALS FOR CLARIFICATION

- 17.1.** Enquiries related to these **Terms of Reference** can be directed to:

Name of Official	Tel. number	Email Address
Sunel Nel	028 425 5757	SunelN@capeagulhas.gov.za
Abraham Theron	028 425 5754	AbrahamT@capeagulhas.gov.za
Donald October	028 425 5755	DonaldO@capeagulhas.gov.za

18. BID CRITERIA

For the Municipality to evaluate the bid the bidder must adhere and comply with the requirements set out in this section.

18.1. Administrative responsiveness:

Tenders will be evaluated as follows:

Stage 1: Pre-Qualification / Functionally/ Functional Responsiveness

Only tenders scoring a minimum of **70** out of 100 points in stage 1 will be further considered for evaluation in stage 2

Stage 2:

In stage 2 qualifying tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the Cape Agulhas Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status.

18.2. Functional responsiveness: The following is required for evaluation of the Tender:

- a) Submission of **resumes of project team members** to be allocated to the project with supporting evidence to clearly illustrate that the member complies with the competencies set out herein, a description of each member's technical competence with 10 years' referenced experience in relation to the project's objectives and track record of relevant expertise. For points to be allocated to the bidder, the qualifications of the nominated team member must be relevant to the nature of the work and the number of years' experience related to the nature of the work required should be clearly indicated.
- b) Outline of suggested **approach and methodology**. The proposed methodology and project plan must set out an approach which responds to the proposed scope of work and articulates what the bidder is offering to provide. The bidder must set out their understanding of the objectives of the study, giving the stated and implied requirements, highlighting issues of importance and explaining the technical approach that would be adopted to address these.
- c) **Project Plan** detailing roll out of the project including an organizational chart and work breakdown structure that complies with the scope of work, i.e.:
 - i. A detailed breakdown of the various tasks, subtasks, calendar time allocation to correspond with the IDP time schedule (attached as **Annexure B**), resources allocated, major activities and milestones relative to cash flow expectations.
 - ii. A schedule of project team members allocated to the project, their positions and designations and hours they will be involved in the project as well as hourly rates (inclusive of VAT); and
 - iii. Detailed breakdown of budget and cash flows for each of the components and phases. Professional Fees will cover all technical work, including mapping and GIS capture, disbursements and specialist inputs. Direct costs include cost of subsistence, travel, accommodation, photocopies, printing and mailing cost of letters, equipment, etc. Provision must also be made for printing and replication of the project deliverables.
 - iv. Failure to comply and/or to complete any of the above, will deemed your tender to be not responsive.

PRE-QUALIFICATION SCORE SHEET

The following are part of the evaluation criteria for functional responsiveness. **Bidders must complete the table below for this purpose.**

The bidder must score at least **70** points out of 100 points to be evaluated further.

The functionality points for this bid are allocated as indicated in table below:

TOTAL WEIGHTING = 50	MAX VALUE	SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE	Points Claimed	Points Attained
Qualification and registration Weighting = 10		All four key practitioners are qualified and registered as required or accredited (where professional registration does not apply):		
	3	1. Project Manager: Degree in town and regional planning and registered with SACPLAN (Failure will lead to disqualification of bidder)		
	3	2. Degree in engineering and registered with ECSA		
	3	3. Degree in finance and registered with SAIPA		
	1	4. Appropriate B-degree accredited GIS qualification		
Project Management Weighting = 5	5	Professional Planner as Project Manager with proven management skills and experience in undertaking and managing between 8 – 10 MSDF-projects or projects of similar scope and character to that envisioned in these terms of reference		
	4	Professional Planner as Project Manager with proven management skills and experience in undertaking and managing 5 - 7 MSDF-projects or projects of similar scope and character to that envisioned in these terms of reference		
	3	Professional Planner as Project Manager with proven management skills and experience in undertaking and managing 3 - 4 MSDF-projects or projects of similar scope and character to that envisioned in these terms of reference		
	2	Professional Planner as Project Manager with proven management skills and experience in undertaking and managing 1 - 2 MSDF-projects or projects of similar scope and character to that envisioned in these terms of reference		
	0	Project Manager with no proven management skills and experience in projects of similar scope and character to that envisioned in these terms of reference		
Spatial Planning (Registered town Planner) Weighting = 10	10	7 or more years' experience and expertise in spatial planning practices in the Western Cape		
	6	4 to 6 years' experience and expertise in spatial planning practices in the Western Cape		
	2	1 to 3 years' experience and expertise in spatial planning practices in the Western Cape		
	0	No experience and expertise in spatial planning practices in the Western Cape		

TOTAL WEIGHTING = 50	MAX VALUE	SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE	Points Claimed	Points Attained
Financial Management Weighting = 10	10	7 or more years' experience and expertise in financial management in the Western Cape		
	6	4 to 6 years' experience and expertise in financial management in the Western Cape		
	2	1 to 3 years' experience and expertise in financial management in the Western Cape		
	0	No experience and expertise in financial management in the Western Cape		
Infrastructure service delivery / civil engineering Weighting = 10	10	7 or more years' experience and expertise in infrastructure service delivery / civil engineering		
	6	4 to 6 years' experience and expertise in infrastructure service delivery/ civil engineering		
	2	1 to 3 years' experience and expertise in infrastructure service delivery/ civil engineering		
	0	No experience and expertise in infrastructure service delivery / civil engineering		
GIS projects Weighting = 5	5	7 or more years' experience and expertise in GIS projects of a similar scale and nature		
	4	4 to 6 years' experience and expertise in GIS projects of a similar scale and nature		
	2	1 to 3 years' experience and expertise in GIS projects of a similar scale and nature		
	0	No experience and expertise in GIS projects of a similar scale and nature		

TOTAL WEIGHTING = 30	MAX Value	INTERPRETATION OF THE TERMS OF REFERENCE AND QUALITY OF THE METHODOLOGY AND PROJECT PLAN PRESENTED	Points Claimed	Points Attained
Understanding of scope of work Weighting = 20	20	Proposal indicates an excellent understanding of scope of work, giving the stated and implied requirements, highlighting issues of importance and explaining the proposed technical approach that would be adopted to address these and give a clear indication of deliverables provided in phased process		
	15	Proposal indicates a good understanding of scope of work, giving the stated and implied requirements, highlighting issues of importance and explaining the proposed technical approach that would be adopted to address these and give a clear indication of deliverables provided in phased process		
	5	Proposal demonstrates a poor understanding of scope of work and requirements and issues of importance and provides limited information on the technical approach to be adopted		
	0	Proposal does not reflect the implied requirements of scope of work and/or explain the proposed technical approach and/or reflects no issues of importance		
A clear indication of deliverables Weighting = 10	10	An excellent indication of deliverables provided that is in line with the DRDLR guidelines for the drafting of MSDFs		
	3	A poor indication of deliverables with little cognisance taken of the DRDLR Guidelines for the drafting of MSDFs		
	0	No indication of deliverables included, and no cognisance taken of the DRDLR Guidelines for the drafting of MSDFs		
TOTAL WEIGHTING = 20	MAX Value	ABILITY TO DELIVER EXPECTED PRODUCT WITHIN TIMEFRAMES STIPULATED	Points Claimed	Points Attained
work breakdown structure Weighting = 10	10	An excellent and detailed work breakdown structure provided indicating tasks, resources allocated and timeframes applicable		
	5	An acceptable work breakdown structure is provided but does not indicate all tasks, resources allocated and timeframes applicable		
	2	A poor work breakdown structure is provided and does not indicate all tasks, resources allocated and timeframes applicable		
	0	No work breakdown structure is provided		
Schedule of team members weighting= 5	5	Detailed schedule of all team members provided		
	2	An acceptable schedule of team members is provided but does not provide enough detail		
	0	No schedule of team members is provided		
Breakdown of budget weighting = 5	5	An excellent and detailed breakdown of budget and cash flow / payment schedule provided that corresponds with the IDP timeline		
	2	An acceptable breakdown of budget and/or cash flow / payment schedule provided		
	0	No breakdown of budget and no cash flow / payment schedule indicated		

Any tender submitted that do not meet ALL of the requirements in this document will automatically be discarded from the evaluation process.

Signed Date

Name Position

Tenderer

Annexure A: Pro Forma CEF Terms of Reference

1.).

The Pro Forma Terms of Reference for a CEF

1. INTRODUCTION

The following sets out the scope for the development of a Capital Expenditure Framework, either as part of the development of a Municipal Spatial Development Framework (MSDF) or do be done following the completion of a MSDF.

1.1. BACKGROUND

Whilst a “capital investment framework” has been a requirement of Municipal Spatial Development Framework’s (MSDF’s) since 2001, as set out in the Municipal Planning & Performance Management Regulations (2001), it is only with the advent of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) (‘SPLUMA’) that increased focus has been placed on the need for municipalities to develop Capital Expenditure Framework’s (CEF’s) as part of their council-approved MSDF’s.

Section 21(n) of the SPLUMA requires municipalities to develop Capital Expenditure Frameworks (CEF) as a key component of their Spatial Development Frameworks (SDF). Specifically, section 21(n) states that *a municipal spatial development framework must – determine a capital expenditure framework for the municipality’s development programmes, depicted spatially.*

The CEF is a planning tool that aims to ensure that capital infrastructure planning and municipal budgeting is aligned to the spatial strategies and proposals set out in the MSDF. Specifically, the outcome of a CEF process will be a 10-year capital portfolio of infrastructure investments that are prioritised according to the municipality’s spatial, engineering, and financial objectives; affordable to the municipality; and spatially aligned to the MSDF. The implementation of this portfolio of infrastructure investments will assist the municipality in achieving the implementation of the MSDF, inclusive of spatial transformation.

This scope of work is aligned to the approach in the Department of Cooperative Governance & Traditional Affairs’ Guide to Preparing Capital Expenditure Frameworks.

2. KEY OUTPUTS OF THE PROJECT

The key outputs of the assignment include:

- 1) **Information Gathering Stage + Development of a Comprehensive List of Infrastructure Projects based on engineering master and sector plans:** To list all infrastructure projects derived from all infrastructure master plans, sectors plans, the MSDF and other infrastructure planning sources into a single consolidated table indicating infrastructure needs, wants and interdependencies per functional area over at least a 10-year period.
- 2) **Infrastructure Demand Quantification:** To translate or quantify the MSDF proposals into an understanding of social facilities, land, and infrastructure needs / implications per functional area. This includes a detailed spatial analysis of the existing and projected population, and household and economic growth trends of the municipality, per functional area over a 10-year period. The anticipated growth in population, households, and economic growth, must translate into a land budget indicating the demand for residential, commercial, industrial, and institutional land-uses for the next 10 years. This articulation of the growth plan will need to be translated or quantified in terms of the associated infrastructure investments needed per functional area, with reference to the municipality's infrastructure master plans
- 3) **Consolidated Infrastructure Portfolio of Projects:** Set out an infrastructure portfolio of projects which reconciles the comprehensive list of infrastructure projects (from engineering master plans, municipal IDMS, capital project plans, sector plans etc.) with the infrastructure demand quantification of the MSDF proposals, checking for duplication.
- 4) **Affordability Envelop determination and confirmation of Long-Term Financial Plan:** Confirm the findings of the LTFFP, or adjust the LTFFP with updated information, which sets out clearly the expected revenue, expenses, and capital expenditure available to the municipality over a 10-year period. This may require financial modelling that models future expenditure and revenue based on historical trend analysis, changes in the external environment and policy choices. The outcome of which should be the funding envelop for capital expenditure over the next 10-years, and a basis upon which the municipality will be financially sustainable.
- 5) **Long Term Financial Strategy:** Develop a Long-Term Financial Strategy (LTFS) for the municipality based on the LTFFP projected revenue and expenses. The LTFS should also provide guidance on the optimal funding strategy to follow that would enable the municipality to rehabilitate where needed, and maintain, replace, and extend its municipal infrastructure asset base. The LTFS should provide a view of the gap between revenue and needed capital expenditure, identify the emerging or systemic issues arising and devise policy and strategy responses to address these.¹
- 6) **Prioritised Capital Expenditure Programme:** the infrastructure required to implement the MSDF and supporting sector plans is brought together and integrated into a sequenced portfolio and then, in this step, prioritised based on a set of criteria defined within the process to develop a CEF in order to define a 10-year programme that should be implemented through the MTREF and inform future Long Term Financial Planning. The prioritised municipal capital expenditure programme should be linked to the spatial vision, demand quantification, and LTFS. The product and tables that are developed for the 10-year programme should be structured in such a way that it will assist the municipality in project identification in the integrated development planning process, programme and project prioritisation, capital expenditure budgeting, and implementation monitoring, and must be provided to the municipality in excel format.

Note 1: The relationship between CEF and MSDF proposals

The CEF must take its lead from the MSDF proposals. In order for the CEF to be compiled, the MSDF proposals must clearly categorise spatially, both at municipal and town scale, the future form that development should take in particular areas and prioritise these areas, in order that the CEF can establish the nature and quantity of infrastructure needed (and the concomitant cost) to support the development of these areas as envisaged.

¹ It is noted that a LTFFP and LTFS could be a serious cost-driver for the development of a CEF, especially if a municipality does not have one. Ideally, a municipality should draw on the work that it has done in the past, undertaking adjustments or extrapolations to the original product, where required. The need to develop a new LTFFP and LTFS should be carefully considered with the Finance office and budgeted for accordingly.

Therefore, prior to the commencement of the CEF, the **spatial proposals from the SDF proposals maps** must be articulated both at the municipal-wide scale and the town-wide scales in order to derive the **Spatial Category for Investment Planning maps** which will illustrate **Priority Investment Areas, Restructuring Zones, Consolidation Areas, Intensification Encouragement Areas, New Development Areas** and any **other spatial category** to be aware of before delving into the implications for infrastructure planning and financial planning of the municipality. Please see section 6.2 of the CEF Practice Note 1: An Introduction to CEF's (DEA&DP, 2021) for further detail on what content the MSDP needs to contain for a CEF to be developed.

Note 2: The importance of validating findings with top management and technical officials at key points in the project

In all phases of the method, findings must be validated with key stakeholders. Specifically, **technical staff from the planning, engineering and finance offices must be involved in and consulted in all phases of the projects**, and at least the executive management of the municipality must be appraised of progress at least at the end of phase 3 in the process, as well as when draft phase 4 and 5 are available for discussion. The municipality may also decide to include the Municipal Council in various phases of the projects. Specifically, it is critical that the Municipal Council be given an opportunity to provide input on phase 4 (Prioritization Criteria Determination) which determines which projects will be prioritized.

3. ACTIVITIES

The primary scope of this assignment is the preparation of a Capital Expenditure Framework and is informed by the requirements for the preparation of a CEF as per the "Guideline to Preparing a Capital Expenditure Framework" prepared by the Department of Cooperative Governance, as well as the method set out in the CEF Practice Note 1 of the Western Cape Department of Environmental Affairs and Development Planning (2021). To achieve the desired outcomes of this assignment, to meet the objectives set out above, the following phases will be undertaken as shown in the method diagram below (Figure 1).

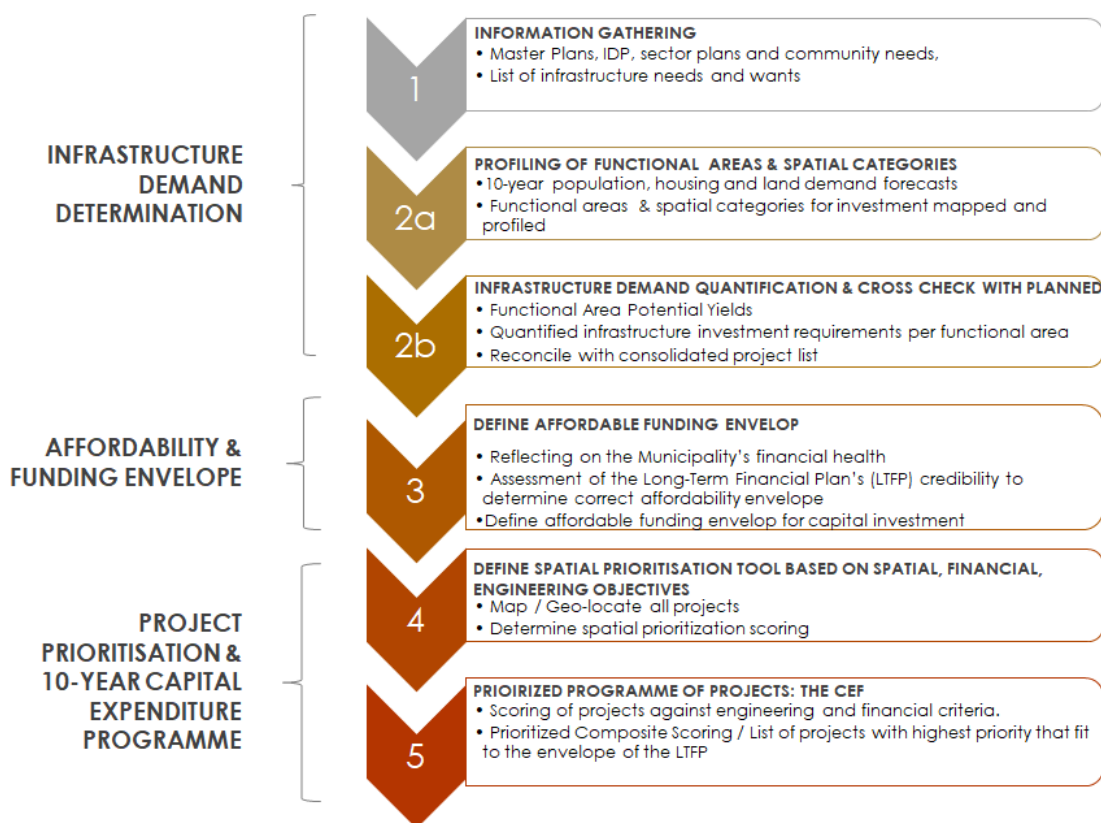


Figure 1: A five phase method for the development of a CEF

3.1. PHASE 1: INFORMATION GATHERING

Aim:

- To document all infrastructure investment projects identified as needed (new, renewal and maintenance) for a 10-year period into a single consolidated table.

Activities:

- Get copies of the latest **Engineering master plans & sector plans**:
 - i) Water Services Development Plan
 - ii) Water & Sanitation Master Plan
 - iii) Integrated Waste Management Plan
 - iv) Electrical Network Plan
 - v) Roads and Storm water masterplan
 - vi) Human Settlement Plan / Pipeline
 - vii) Integrated Transport Plan
 - viii) Long Terms Financial Plan
 - ix) MIG 3-year capital plan / municipal IDMS/ capital project plan
- Produce **consolidated list of infrastructure projects** per infrastructure type and per financial year, including spatial location / spatial impact for the next 10 years using mSCOA format of tabulating budget and project information (derived from masterplans, IDP, sector plans).

Note: When assessing each infrastructure plan, and resultant list of infrastructure projects, a checklist of questions should be considered:

- What population projection estimates informed the plan? Were these under or overestimated and do they align with the latest / SDF projections?
- What is the infrastructure sequencing being proposed and does this fit within the SDF development priorities?
- What are the risks and dependencies of and/or between infrastructure projects being proposed?
- Have infrastructure projects been implemented as scheduled or have new or different priorities and projects emerged?

Deliverable:

- A consolidated table of all infrastructure projects categorized per infrastructure type, over a 10-year period.

Key Participants in this phase are the technical and engineering services departments of the municipality, as well as the Department of Local Government: Municipal Infrastructure Directorate.

3.2. PHASE 2A: FUNCTIONAL AREA AND SPATIAL CATEGORY FOR INVESTMENT PLANNING PROFILING & DEMAND QUANTIFICATION

Aim:

- To develop a socio-economic and spatial profile of the local municipal area, highlighting the features that will impact on long-term growth within the municipalities.
- To develop a similar socio-economic and spatial profile of each of the Functional Areas identified for the municipalities.
- To determine the population and household growth trends per functional area based on a ten-year horizon for the local municipal area.
- Anticipated land required across land uses to meet this demand

Activities:

- Confirm / identify / **map functional areas** (see Definition in CEF Practice Note 1).
- Confirm / identify / **map Spatial Categories for Investment Planning**.²
- Confirm or define & map **hierarchy and typology** of settlements, nodes, and priority development areas.

For each functional area³:

- Current and future population & household growth projections.
- Determine MSDF proposals seeking spatial transformation & consider impact on demand.
- Set out the **anticipated land required across land uses** to meet population, household and MSDF demand **per functional area**.
- **Identify the land available** for development (current and future) in each functional area.
- Land use mixes and **development yields** linked to this projected household growth demands in each functional area must be reconciled with the land identified to accommodate future development (which includes densification, brownfield and greenfield development) as well as the spatial directives articulated by the MSDF proposals and spatial categories for investment planning. Specific attention should be paid to ensuring that the phasing of the proposed developments and yield uptake must align to the spatial strategy intent articulated in the MSDF.
- **Backlogs** must be determined **per infrastructure type and per functional area** (community services, facilities, infrastructure needs).
- Profile **existing customer base**: residential & non-residential customers to show **existing access to services & levels of service**.
- **Determine** how much **land is available**, as per MSDF, to accommodate growth.
- **Zoning map** per town: **determination of what “full utilization of rights”** would mean from service provision perspective and conversely, what reserve capacity should be set aside for under-utilized rights⁴.

Deliverables:

- Functional areas map and spatial categories for investment planning map (at both municipal-wide and settlement scales).
- Current and projected population, household, and land needs per functional area, split between land uses, aligned to MSDF.
- Identification of sites in each functional area that will accommodate increased households or increased rights.
- Total development yields per functional area, based on identified sites and projected household growth, underpinned by MSDF.⁵

Key Participants in this phase is the spatial planning department of the municipality, as well as the Department of Environmental Affairs and Development Planning: Spatial Planning Directorate.

3.3. PHASE 2B: INFRASTRUCTURE DEMAND QUANTIFICATION – IDENTIFY INVESTMENT REQUIREMENTS

Aim:

Based on the land yield demand (from phase 2a), determine:

- what land needs to be acquired to accommodate the future growth.
- the infrastructure investment requirements over a 10-year period.
- the bulk infrastructure demand per service type over a 10-year period.

² This would either be done in the MSDF proposals section if the CEF is being developed as part of a MSDF or done at the commencement of the CEF chapter if a standalone CEF is being developed (after the development of the MSDF).

³ Functional areas need to be wall to wall (for the entire municipal area) to ensure that population counts, projections and engineering needs are determined for the full municipality.

⁴ This is a “nice to have” aspect of the CEF, to ascertain what the infrastructure and bulk implications would be if a full utilization of rights of the zoning scheme was exercised.

⁵ For examples of how this is done, see the CEF Addendum to the George Municipality MSDF (Table 18 and 19 of George MSDF Addendum), the Prince Albert CEF or the Oudtshoorn CEF.

Activities:

- Compile / confirm **land demand for 10-year period** as per yields per land use (aligned to MSDF).
- Ascertain **land acquisition / land release** requirements for 10-year period (aligned to MSDF).
- Model and ascertain **infrastructure investment / capital expenditure requirements for 10-year period** (aligned to MSDF) which must include growth, backlogs, asset renewal or replacement, based on phase 2a's demand quantification (check against IDP, MSDF, master plans). This can be done using the Western Cape Government's (or municipality's own) Development Contribution Calculator.
- Identify **operational and maintenance** expenditure requirement over a 10-year period.
- Allocate demand and expenditure between municipality, other government, and private sector.
- Consider to what extent findings from this phase require attention or validates MSDF.
- Clarify phasing and sequencing requirements of infrastructure investments (looking at dependencies between infrastructure investments or sectors).

Based on the above, compile a **spatially referenced capital project portfolio** (10-year horizon) which:

- Draws from the **infrastructure investment** need that is linked to the land yields (from phase 2b).
- Draws from the **consolidated table of all infrastructure projects** that are derived from infrastructure master plans (from phase 1).
- Compares the outputs from phase 1 and phase 2b and **reconciles this municipal capital project portfolio with what was identified in phase 1** (drawn from engineering master plans/ municipal IDMS/ capital project plans).
- Identify **capital project portfolio** of other **government departments/ entities**.
- Identify **capital project portfolio** per **Functional Area**.
- Identify **capital project portfolio** per **Spatial Category for Investment Planning**.

Deliverables:

- **Infrastructure investment** (and cost of infrastructure) per **infrastructure type per functional area** identified over a 10-year period.
- A **reconciled municipal capital project portfolio**, comparing infrastructure investment derived from land yields, as well as engineering master plans.
- **Map all infrastructure investment requirements**, overlaid with Spatial Category for Investment Planning & Functional Areas.

Key Participants in this phase are the technical and engineering services, and spatial planning departments of the municipality, as well as the Department of Local Government: Municipal Infrastructure Directorate and Department of Environmental Affairs and Development Planning: Spatial Planning Directorate.

3.4. **PHASE 3: DEFINE AFFORDABLE FUNDING ENVELOP (including Long Term Financial Plan preparation or corroboration AND the development of Long-Term Financial Strategies to fund the infrastructure investments required)**

Aim:

- To ascertain the forecast municipal revenue and expenses over a 10-year period and **forecast capital available for infrastructure** investment.
- Develop a Long-Term Financial Strategy (LTFS) for the municipality based on the LTFS projected revenue and expenses.

Activities:

- Develop (or utilize an existing) populated and calibrated base long-term financial planning model with the latest audited financial statements from the municipality providing a status quo, as well as a projected revenue and expenditures for the municipality.
- Forecast revenue, operational expenditure & capital expenditure for the municipality for the next 10 years.
- Municipal financial health status quo assessment.
- Undertake a Long-Term Financial Strategy (LTFS) options assessment which provides guidance on the optimal funding strategy to follow that would enable the municipality to rehabilitate where needed, and maintain, replace, and extend its municipal infrastructure asset base. The LTFS should provide a view of the gap between revenue and needed capital expenditure, identify the emerging or systemic issues arising and devise policy and strategy responses to address these.

Deliverable:

- A table forecasting revenue, operational expenditure, and capital expenditure, hence defining the “funding envelop” for capital expenditure.
- Determine the financial parameters for the implementation of the 10-year capital expenditure programme.
- Identify strategies and financial policies that should be used to fund the capital expenditure and infrastructure investment of the municipality, based on the LTFS developed.

Scenarios to approaching the CEF Phase 3 Deliverable (determining the Affordability Envelop)

It is recognised that the development of a Long-Term Financial Plan (LTFP) may be a costly aspect of the CEF process, and hence the following three scenarios are possible in approaching the development of the CEF phase 3 deliverable (please note that the municipality must very clearly articulate which option it wishes to pursue):

Scenario 1: Build a comprehensive LTFP into the brief for the CEF. This is both the most beneficial and costly scenario.

Scenario 2: If the municipality already has an up-to-date LTFP, then simply use its outputs to determine the forecast revenue, expenses and ascertain the funding envelop, as well as extract LTFS proposals.

Scenario 3: Where the LTFP is outdated or the municipality does not have funding to undertake one, there are options to use a simple method of extrapolation & basic modelling (using basic assumptions of future revenue / expense growth) to ascertain the future revenue, expenses & affordability envelop for the next 10 years, using the most recent audited Annual Financial Statements. The directorate Spatial Planning can be contacted for how this can be done.

Regardless of which scenario plays out, the CEF **must** be used as a key informant and basis for any future financial modelling in the municipality.

PRIORITISATION TOOL FOR INFRASTRUCTURE INVESTMENT						
				Project A	Project B	Project C
SPATIAL STRATEGY PRIORITISATION CRITERIA	Criteria 1: Project Falls within a Municipal Scale: Priority Investment Area? (Y = 1, N = 0)			1	1	0
	Criteria 2: Project Falls within a Settlement Scale Priority Investment Area? (Y = 1, N = 0)			1	0	0
	Criteria 3: Project Falls within a settlement scale Priority Investment Area, Upgrade Area, Intensification Encouragement Area or Informal Settlement Upgrading Area? (Y = 1, N = 0)			1	0	0
	Criteria 4: Project directly related to enabling the implementation of a MSDF Spatial Policy or Strategy, such as Spatial Transformation? (Y = 1, N = 0)			1	0	1
ENGINEERING PRIORITISATION CRITERIA	Criteria 5: Is this addressing a backlog? (Y = 1, N = 0)			1	0	1
	Criteria 6: Is this project giving effect to services required in terms of a statutory or legal requirement? (Y = 1, N = 0)			0	1	1
	Criteria 7: Will this project unlock new investments, attract new economic activities or generate new rates income for the municipality? (Y = 1, N = 0)			0	1	1
	Criteria 8: Is the project implementation ready? (Y = 1, N = 0)			1	1	1
	Criteria 9: Is this infrastructure a net Asset or net Liability for the municipality? (Y = 1, N = 0)			1	0	1
FINANCIAL PRIORITISATION CRITERIA	Criteria 10: Will this infrastructure be revenue generating? (Y = 1, N = 0)			0	0	0
	Criteria 11: Will this infrastructure be affordable to the municipality from a capital investment perspective? (Y = 1, N = 0)			0	0	0
	Criteria 12: – Is the project an asset renewal / replacement project? (Y = 1, N = 0)			0	1	0
	Criteria 13: Will this infrastructure be affordable to the municipality from an operational / maintenance perspective? (Y = 1, N = 0)			1	0	0
COMPOSITE SCORE				8	5	6
COMPOSITE PERCENTAGE				61.53846	38.46154	46

3.5. PHASE 4: DEFINE SPATIAL PRIORITIZATION TOOL

Aim:

- Develop a capital project portfolio **project prioritization tool**, based on spatial, financial, and engineering imperatives, which will be used to score, rank, and list the prioritized portfolio of infrastructure investments.

Activities:

- Agree on multiple **prioritization criteria** against which the capital project portfolio can be assessed and ranked. This tool will assist in prioritizing the 10-year infrastructure project portfolio and hence the criteria must as a minimum consider alignment with the MSDF, the affordability for the municipality, promotion of long-term financial sustainability, and alignment to engineering needs and objectives. See example below of a binary prioritization tool. The criteria can be weighted and altered as needed to create a more nuanced prioritization tool.
- The capital project portfolio prioritisation tool may also include Environmental, Social and Governance (ESG) impact criteria as well, which can extend its use to other programmes that require infrastructure project prioritisation or scoring (such as the alternative infrastructure financing facilities).

Deliverables:

- A project prioritization tool for infrastructure project prioritisation.

Note: Too many criteria in the prioritization tool limit its impact to effectively prioritize and rank the infrastructure portfolio. Limit the number of criteria to a maximum of 15 (ideally less), and weight non-negotiable criteria the highest.

3.6. PHASE 5: PRIORITIZED CAPITAL EXPENDITURE PROGRAMME

Aim:

- Determine the prioritised portfolio of infrastructure investments for a 10-year period using the prioritisation tool developed, aligned to the MSDF, and within the affordability envelop as defined in phase 3.
- Develop a 3-year MTREF pipeline of projects, based on this 10-year programme.

Activities & Deliverables:

- Set out the 10-year capital project portfolio (the list of required capital infrastructure expenditure projects), per functional area, as derived **from phase 1 and phase 2b**, making sure to check for duplication of projects from these phases.
- Using the **prioritisation tool** that was developed in **phase 4**, and in collaboration with the engineering, finance and town planning municipal officials, score and **rank all infrastructure projects** against the agreed prioritisation criteria to arrive at a **prioritised list of infrastructure projects**.
- Using the **prioritised list of infrastructure projects**, together with the **defined funding envelop** from **phase 3**, fit the prioritised infrastructure projects within the 10-year funding envelop. Identify which projects fall within and which do not fall within the affordability envelop, considering **interdependencies and sequencing considerations** of infrastructure investments needed. Tailor or phase the proposed programme within the defined expenditure envelope defined by the LTFP (from phase 3).
- Compile a **spatially referenced capital project portfolio** which is prioritised and fits within the defined affordability envelop.
- Based on the proposals from the Long-term Financial Strategy, match the **funding strategies** and supporting policies needed to implement the prioritised, affordable programme of projects.
- Present a **spatial analysis** of the **Prioritised Capital Expenditure Programme** (10-year portfolio). In this, evaluate capital portfolio and identify which capital projects will contribute towards achieving MSDF spatial transformation agenda.
- **Develop a MTREF (3-year) Project Expenditure Programme for the entire municipality and per functional area.**
- Both the 10-year Prioritised Capital Expenditure Programme and the 3-year MTREF Project Expenditure Programme must be done in an excel spreadsheet which allows the information to be filtered and presented in the following ways:
 - Projects can be identified per sector.
 - Projects can be identified as new, upgrade, renewal, or maintenance.
 - Projects can be identified per functional area or spatial category for investment planning (for example, all projects in a particular priority investment area can be identified).
 - One can identify which projects are serving low-income households, based on where they are located.

The final CEF report will present phase 1 to 5 in a single, coherent, logically laid out and accessible document, containing key outputs of the calculations and excel spreadsheets in which the work was undertaken. The actual excel spreadsheets will be annexed to the document, and fully available and accessible to the municipality, including any equations, formulae or methods used to derive the findings that are presented in the excel spreadsheets. No black box systems, software or products will be accepted – the municipality must be able to use the tools without consultant assistance or maintenance contracts.

4. REQUIRED EXPERTISE

To execute this assignment successfully, the Professional Project team must possess the required knowledge, experience, and expertise. If the project is undertaken by external service providers, the project team should be made up of at least the following 3 core skillsets:

Municipal Infrastructure and Integrated Planning Engineering Specialist

- Registered Professional Engineer (ECSA) with a post graduate degree in Civil Engineering or related specialist engineering field (MEng or equivalent).
- Minimum of 10-years post graduate experience, including integrated infrastructure planning, capital project investment planning, analysis, prioritization, and budget planning.
- Proven experience and knowledge of the full lifecycle of infrastructure planning and design, including project conceptualization, master planning, project preparation and project readiness.
- Minimum of 10-years' experience in development analysis and planning, socio-economic profiling, infrastructure demand analysis, infrastructure investment planning and analysis, development impact assessments, local government financial planning and analysis.
- Knowledge of municipal powers and functions, service delivery and governance related legislation and issues in the South African local government sector.
- Sound understanding of the IUDF, SPLUMA, MSDF and demonstrable knowledge of the execution of CEFs in line the relevant guideline documents.

Municipal Financial Planning Specialist

- A minimum of 5-years' experience in financial modelling and the preparation of Long-Term Financial Plans in the South African local government environment.
- An understanding of National Treasury's requirements for the preparation and finalisation of annual municipal budgets, as well as the integration of the budgeting process with the requirements of the SPLUMA.
- Minimum of 10-years' experience in development analysis and planning, socio-economic profiling, infrastructure demand analysis, infrastructure investment planning and analysis, development impact assessments, local government financial planning and analysis.
- A robust understanding of public sector development financing instruments and a good grasp of innovations in this sector
- Knowledge of municipal powers and functions, service delivery and governance related legislation and issues in the South African local government sector.
- Sound understanding of the IUDF, SPLUMA, MSDF and demonstrable knowledge of the execution of CEFs in line the relevant guideline documents.

An Urban and Regional Planner with Municipal Spatial Planning experience

- Registered Professional Planner (SACPLAN) with a post graduate degree in City and Regional Planning.
- Minimum of 10-years post graduate experience, including integrated planning, municipal spatial planning, precinct, and layout planning.
- Proven experience and knowledge of the full integrated planning, budgeting, and implementation cycle in municipalities.
- Experience in land use planning, and specifically the application of development contributions policies and calculators in determining the infrastructure implications of land use planning investments.
- Knowledge of municipal powers and functions, service delivery and governance related legislation and issues in the South African local government sector.
- Sound understanding of the IUDF, SPLUMA, MSDF and demonstrable knowledge of the execution of CEFs in line the relevant guideline documents.

At least one team member must possess strong GIS and data analysis skills.

5. CONTRACT MANAGEMENT AND REPORTING

- The municipality will be responsible for the contract administration and the management of project finances. The delivery of project outputs will be managed by the municipality, in line with the agreed to Project Implementation Plan.
- A CEF Project Steering Committee (PSC), in the absence of a MSDF Intergovernmental Steering Committee, will be established to manage, monitor, and oversee the project, including approval of the deliverables in line with the agreed to Inception Report and Project Implementation Plan. The Professional Teams and the Project Steering Committee will also be responsible for verifying and endorsing Project Progress Reports and Disbursement Requests which will be submitted for approval.
- The Service Provider will be expected to attend all the Project Steering Committee meetings, to a maximum of 6 meetings, over 18 months.
- The contract with the successful PSP(s) will be for a period of 18 months. The project will commence upon the signing of a Service Level Agreement (SLA) between the municipality and the service provider. This SLA will govern the relationship between the municipality and the professional service provider(s).

6. COPYRIGHT, INTELLECTUAL PROPERTY, DISCLAIMER

- If the work is outsourced, the professional service provider surrenders all claims to Intellectual Property and/or Copyright in terms of any systems, methodologies, processes developed, or data collected/improved under the contract.
- All data collected or derived as a result of and during the contract period is retained and belongs to the municipality, and the Western Cape Government.
- Data collected or derived will be provided to the municipality and Western Cape Government in an accessible, dynamic and useable format, such as in Microsoft Excel, Access and Word.
- Intellectual Property registered prior to the BID dates are excluded from this clause.
- No black box systems or non-accessible software will be accepted as part of this project, which sets the service provider up for “evergreen” maintenance or servicing contracts and the proposals to include one will disqualify bidder.
- Municipal officials must be fully empowered to use and apply the tools and systems developed as part of this project, which is why excel is the preferred tool for data presentation, analysis, and interpretation.
- GIS data will be provided in ESRI format map packages and be the IP of the municipality.
- Numerical data and analysis will be presented in Microsoft Excel format and be the IP of the municipality.

PRICING SCHEDULE

PLEASE NOTE

- All bids must be submitted in handwriting and in non-erasable (black or blue) ink on the official forms supplied by the municipality
- Under no circumstances, whatsoever may the bid forms be retyped or redrafted
- The prices cast must include all installation costs, labour, transport, etc, all related costs of bringing the service to council, without any hidden costs. Bidders MUST cast their prices/ rates for each item. Failure to cast prices/ rates for each item shall result in automatic disqualification.
- The rate shall remain fixed for the duration of the financial year. No other price adjustments, other than the prices and percentage increases disclosed in the tender pricing schedule, shall be allowed.
- The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
- In the case of the Bidder not being a registered VAT Vendor, both columns (sub-total/total excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN „X“							
Are you/is the firm a registered VAT Vendor	YES					NO		
If “YES”, please provide VAT number								

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Cape Agulhas Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Cape Agulhas Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

DESCRIPTION	AMOUNT
Phase I INCEPTION REPORT 2022/23 30%	R
Phase II PUBLIC PARTICIPATION AND COLLECTION OF EXISTING DATA AND DRAFT REPORT 2022/23 50%	R
Phase III FINAL REPORT 2022/23 20%	R
SUB TOTAL 1	R
10% CONTINGENCIES	R
SUB TOTAL 2	R
VAT@15%	R
TOTAL	R

Completion period after official order: _____(days/weeks/months)

Name of Bidder Signed

TAX COMPLIANCE STATUS

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 this requirement bidders are required to request their Tax Compliance Status which will include a unique PIN which you can provide to any third party (**if requested**) to enable them to verify your tax compliance status online via eFiling.
- 2 Request a TCC via eFiling which will give you the option to print the TCC Or request a TCC at a SARS branch where a SARS agent will be able to print or email the TCC to you.
- 3 The Tax Compliance Status Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4 A **Tax Compliance Status** is a holistic view of your tax compliance level across all your registered tax types.
- 5 If your tax compliance status is compliant, the SARS agent will be able to print or email you your TCC to the registered email address which SARS has on record for you.
- 6 **Please note:** If your tax compliance status reflects that you are non-compliant, you will not receive a TCC until you have rectified your compliance.
- 7 The **Tax Compliance status pin must** be submitted together with the bid. **Failure to submit** a Tax Compliance status pin **will result in the invalidation of the tender.**
- 8 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate **Tax Compliance Pin**.
- 9 **Please note that not all government institutions and private organisations will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, you must supply a printed TCC. It is envisaged that the PIN will, in time, replace the paper TCC.**

TAX COMPLIANCE STATUS PIN

In terms of the Municipal Preferential Procurement Policy, tenderers must ensure that they are up to date with payments of taxes.

The tenderer **must** attach to this page a **Tax Compliance status pin** as issued by the South African Revenue Service.

Failure to submit a Tax Compliance status pin **will result in the invalidation of the tender.**

Signed

Date

Name

Position

Tenderer

SCHEDULE 1A: AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of.....was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman
2.....
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for sole proprietor

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

As Witness:

1.....
Signature: Sole owner

2.....
Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars **must** be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Enterprise details

Name of enterprise	
Contact Person	
Email	
Telephone	
Cellphone	
Fax	
Physical Address	
Postal Address	
Central supplier database registration number	MAAA

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number:	
---	--

Section 3: SARS information:

Tax reference number:	
------------------------------	--

VAT registration number, if any:	
---	--

Section 4: CIDB registration number: n/a**Section 5: Particulars of principles**

Principle: means a natural person who is a partner in partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act. No. 71 of 2008) a member of a close corporation registered in terms of the Close Corporation Act, 1984 (Act No.69 of 1984)

Full name of principal	Identity number*	Personal income tax number*

* Please complete and attach copies of Identity documents.

Section 6: Banking Details of companies and close corporations

Bank name and branch:

Bank account number:

Name of account holder:

Signed

Date

Name

Position

Tenderer

SCHEDULE 1C: DOCUMENTS OF INCORPORATION (CK2)

The Tenderer **must** attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

Signed

Date

Name

Position

Tenderer.....

SCHEDULE 1D: PAYMENT OF MUNICIPAL ACCOUNTS

In terms of the Municipal Supply Chain Management Policy and System and its Preferential Procurement Policy, tenderers **must** ensure that they are up-to date with their payments of municipal accounts.

The tenderer **must attach to this page**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the certificate for municipal services on the next page. In the event of leasing, a lease agreement **Must** be attached to the tender document.

Signed

Date

Name

Position

Tenderer

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) -
(To be signed in the presence of a Commissioner of Oaths)**

I, _____, (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Cape Agulhas Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder Partners, ect.:

Director /Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy(ies) of ID document(s)
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)

Signature	Position	Date

COMMISSIONER OF OATHS Signed and sworn to before me at _____, on this _____ day of _____ 20____ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience. COMMISSIONER OF OATHS:- Position: _____ Address: _____ Tel: _____	Apply official stamp of authority on this page:
---	---

SCHEDULE 1E: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

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.

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.

MINIMUM REQUIREMENTS FOR VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES (The following information must be on the face of the certificate)	Indicate with (x)	
	yes	no
The name and the physical location of the measured entity		
The registration number and, where applicable, the VAT number of the measured entity		
The date of issue and date of expiry		
The certificate number for identification and reference		
The scorecard that was used (for example EME, QSE or Generic)		
The name and / or logo of the verification Agency		
The SANAS logo		
The certificate must be signed by the authorized person from the Verification Agency		
The B-BBEE Status level of Contribution obtained by the measured entity.		

Failure on the part of a bidder **to claim, fill in and/or to sign CAMBD 6.1 and 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.**

Signed Date

Name Position

Tenderer

FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

1 EMEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

1.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership

or

1.2. **A VALID** affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);

or

1.3. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:

1.3.1. A registered Auditor approved by the Independent Regulatory Board for Auditors (IRBA); **or**

1.3.2. A verification Agency accredited by the South African National Accreditation System (SANAS).

2. QSEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

2.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership

or

2.2. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:

2.2.1. A registered Auditor approved by IRBA; **or**

2.2.2. A verification Agency accredited by SANAS.

2. BIDDERS OTHER THAN EMEs & QSE's

3.1. The bidder **MUST** submit either a **VALID ORIGINAL B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by:

3.1.1. A Registered Auditor approved by IRBA; **or**

3.1.2. A Verification Agency accredited by SANAS.

WHEN CONFIRMING THE VALIDITY OF CERTIFICATES ISSUED BY AN AUDITOR REGISTERED WITH IRBA, THE FOLLOWING SHOULD BE DETAILED ON THE FACE OF THE CERTIFICATE:

4.1. The Auditor's letterhead with FULL contact details;

4.2. The Auditor's practice number;

4.3. The name and physical location of the measured entity;

4.4. The registration number and, where applicable, the VAT number of the measured entity;

4.5. The date of issue and date of expiry;

4.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and

4.7. The total black shareholding and total black female shareholding.

SCHEDULE 1F: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

CURRENT / PREVIOUS EXPERIENCE

Indication of Competence / Ability to Perform Successfully

List of recent or previous work of a similar nature undertaken by the firm **MUST** be completed

	Employer (Name, Tel, Fax, Email)		Nature of work	Value of work (Incl. VAT)	Date started	Date completed
1.	Name of entity					
	Contact Person					
	Tel					
	Email					
2.	Name of entity					
	Contact Person					
	Tel					
	Email					
3.	Name of entity					
	Contact Person					
	Tel					
	Email					
4.	Name of entity					
	Contact Person					
	Tel					
	Email					

***Only projects that have been completed will be used for evaluation purposes and not current or on-going projects.**

The Cape Agulhas Municipality will verify all information submitted in terms of this bid and any information that is incorrect will result in that bid being automatically disqualified and not considered further. Therefore, it is stressed that the contact firm or person of the bidder must be willing to confirm the information in writing on the request by the Municipality.

The Bidder hereby confirms that the information given above is true and correct:

Signed.....

Date.....

Name.....

Tenderer.....

SPECIAL CONDITIONS & EVALUATING CRITERIA

The following general conditions will apply to the tender:

1. **All bids must be submitted in handwriting and in non-erasable (black or blue) ink on the official forms supplied by the municipality.**
2. Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
3. Subject to the provisions of clause 5 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.
4. **The use of correction fluid / tape is prohibited.**
5. Notwithstanding the provisions of clause 3 of this document, alterations and/or corrections may only be affected as follows:
 - 5.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected) and initialing in the margin next to each and every alteration or correction.
 - 5.2 All corrections/alterations to the Pricing Schedule / Bill of Quantities (**BoQ**) and / or any pricing not effected in accordance with clause 5.1 above, will be rejected.
6. Bids submitted must be complete in all respects.
 - 6.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
 - 6.2 The bidder must ensure that his/her bid document is securely bound.
 - 6.2.1 All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents.
 - 6.2.2 The Municipality will not take any responsibility for missing / lost pages, in cases where the bidder submits loose pages (not securely attached to the bid document or annexure with supporting documents).
7. All schedules as well as the following documents **must** be completed and submitted with the bid documents, failure to complete and submit the following will invalidate your bid:
 - (a) **CAMBD 1** - Invitation to Bid
 - (b) **CAMBD 4** - Declaration of Interest
 - (c) **CAMBD 6.1** - Preference Points Form in Terms of The Preferential Procurement Regulations 2017
 - (d) **CAMBD 8** - Declaration of Bidder's Past Supply Chain Management Practices
 - (e) **CAMBD 9** - Certificate of Independent Bid Determination
 - (f) **Form of Offer and Acceptance**
8. We undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
9. A firm completion period/date must be indicated from the official order date.
10. No bid will be accepted from persons in the service of the state.
11. Sealed Tenders marked "**Tender Nr: SCM12/2022/23 CAPE AGULHAS MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK 2022-2027**", must be placed in the tender box at the Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280 not later than 12:00 on **Friday, 05 August 2022** after which it will be opened in the public.
12. Any bid received without the "Bid Number and / or Title" clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered.
13. Council reserves the right not to accept any tender. No faxes or e-mails will be accepted and only the supplied municipal tender form may be used.
14. A Tax Compliance status pin as issued by the South African Revenue Service, **must** be submitted with the tender, otherwise the tender will be disqualified.

15. The 80/20 scoring system, as stated in the Cape Agulhas Municipal Supply Chain Management Policy, will be used when considering tenders. The **two-stage bidding** process will be followed in evaluating this quotation. Firstly, it will be evaluated for functionality and thereafter for price and preference
16. **PAYMENT OF MUNICIPAL ACCOUNTS (SHEDULE 1 D)**
The tenderer **must attach**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the **certificate for municipal services** and must be verified by the Municipality where account is held. In the event of leasing, a lease agreement **must** be attached to the tender document.
17. Please note that any suspicious collusive bidding behaviour and restrictive practices by bidders will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.
18. **The tender must be valid up to 90 days after the closing date.**
19. Any bid received after the appointed time for the closing of bids shall not be considered but **shall be filled unopened** with other bids received, which bid(s) can be returned to the bidder at his request and cost.
20. **PRICING**
 - 20.1. Rates and prices offered by the bidder must be written into the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorized signatory.
 - 20.2. Rates and prices offered by the bidder must be written into the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorized signatory.
 - 20.3. All prices shall be quoted in South African currency, and be **INCLUSIVE OF Value Added Tax (VAT)**
 - 20.4. Bid prices must include all expenses, disbursements, and costs (e.g., transport, accommodation etc..) which may be required for the execution of the bidder's obligations in terms of the contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
 - 20.5. All bid prices will be final and binding.
 - 20.6. A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.
 - 20.7. Where the value of an intended contract will exceed R1 ,000 ,000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Services (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.
 - 20.8. If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment (s) will be allowed.
 - 20.9. The annual price increase is equal to **CPI (related to the area)** per annum
 - 20.10. Price escalation (rise and fall in terms of CPAF indices) will apply for all industry related increases but will only be accepted by the Municipality if claim is substantiated with proof of evidence and that such evidence is submitted prior to implementation.
 - 20.11. Tenderers shall state the time of delivery in weeks from date of the official order by the Municipality and all **quoted prices are to exclude VAT and include travelling** to the different Municipal sites in Cape Agulhas municipal area, or such other address as may be indicated by the Municipality. **The kilometres travelled will be calculated from the registered business address of the company to the site as indicated.**

21. ADMISSION OF BIDS

- 21.1. Bidders shall be allowed to submit bids by mail, by courier or by hand into the bid box or at the physical address of the municipality (reception, over the counter at the SCMU as applicable) before the closing time of the bids.
- 21.2. Bids received via courier services must be submitted in time and deposited into the bid box by the courier services. Officials may not deposit bids into the bid box on behalf of courier services and the Municipality accepts no responsibility for late delivery by courier services or for delivery at the wrong address.
- 21.3. Tenders that are deposited in the incorrect box or late will not be considered

22. BID OPENING

- 22.1. Bids shall be opened in public at the Cape Agulhas Municipal Offices as soon as possible after the closing time for the receipt of bids.
- 22.2. Where practical, prices will be read out at the time of opening bids.
- 22.3. The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.
- 22.4. Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

23. ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES

- 23.1. Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- 23.2. Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with paragraph 20 for:
 - a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- 23.3. Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- 23.4. Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
 - a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

24. REQUIREMENTS OF A VALID BID:

- 24.1. The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered and no further correspondence will be entered into with regard to the following matters:
- 24.1.1. The tender has not been completed in non-erasable handwritten ink,
 - 24.1.2. Non-submission of a valid Tax Clearance Certificate and / or PIN,
 - 24.1.3. Incomplete Pricing Schedule or Bill of Quantities,
 - 24.1.4. A Form of Offer not signed in non-erasable ink,
 - 24.1.5. Bid submissions with material alterations / corrections not in compliance with Clause 3 and 5 above will be rejected.
- 24.2. The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following;
- 24.1.1 To obtain a copy of the most recent municipal account(s) from the recommended bidder;
 - 24.1.2 To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa;
 - 24.1.3 To obtain the personal income tax number(s) from the recommended bidder;
 - 24.1.4 To obtain a valid Tax compliance status PIN if the certificate has expired or become inactive after the closing date of the tender;
 - 24.1.5 To clarify or obtain outstanding information on the MBD 6.2 form if incomplete or partially completed.
 - 24.1.6 To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;
 - 24.1.7 To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.
- 24.1.7.1 *If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.***

25. TEST FOR RESPONSIVENESS

- 25.1 **A bid will be considered non-responsive if:**
- 25.1.1 the bid is not in compliance with the specifications.
 - 25.1.2 the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document and/or
 - 25.1.3 the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing
- 25.2 The Municipality reserves the right **to accept or reject:**
- 25.2.1 any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract.
 - 25.2.2 The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any Municipal rate and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amounts at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

POPIA DISCLAIMER

The Information Officer (Municipal Manager) undertakes that all personal and confidential information will be processed lawfully and in a reasonable manner that does not infringe the privacy of you or your organization as the data subject. The processing is necessary and complies with an obligation imposed by law on us, the responsible party and the processing protects your rights to effective service delivery.

For more details, you can refer to the Cape Agulhas Municipality, Privacy Policy available at www.capeagulhas.gov.za
The Protection of Personal Information Act (POPIA), Act No. 4 of 2013.

Signed

Date

Name

Position

Tenderer

Form of Offer and Acceptance

Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT: SCM12/2022/23 - CAPE AGULHAS MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK 2022-2027

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

The offered total of the prices inclusive of value added tax is

..... **Rands (in words);**

R.....in figures

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and
address of
organization)
.....
.....

Name and
signature
of witness Date

.....

Acceptance (TO BE COMPLETED BY THE MUNICIPALITY)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature

Name

Capacity

**for the
Employer** CAPE AGULHAS MUNICIPALITY
1 DIRKIE UYS STREET
BREDASDORP
7280

Name and

signature

of witness

Date

.....

Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT - National Treasury General Conditions of Contract

The General Conditions of Contract, as issued by the National treasury, is applicable to this Contract and is obtainable from www.treasury.gov.za

The General Conditions of Contract shall be read in conjunction with the special condition as set out on pages 5 – 79
The Special Conditions shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Part 2: Data provided by the Service Provider

The **Service Provider** is:

Postal Address:

.....

Physical Address:

.....

Telephone:

Facsimile:

The **authorized and designated representative** of the Service Provider is:

Name:

The address for receipt of communication is:

Address:

.....

Telephone:

Facsimile:

Email:

SIGNED ON BEHALF OF TENDERER:

THE NATIONAL TREASURY: Republic of South Africa
GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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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 goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “Written” or “in writing” means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 nonrefundable fee for documents may be charged. 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
4. Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection	5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent Rights	6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and Documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(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, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

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

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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 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, 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.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation Orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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 this contract 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 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 goods are required, or the supplier's services are not readily available.

21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser actively associated.

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

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

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

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

**24. Antidumping
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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

**25. Force
Majeure**

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

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

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 SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of Contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

**34. Amendment
of contracts**

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**35. Prohibition of
restrictive practices**

35.1 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.

35.2 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 section 59 of the Competition Act No 89 Of 1998.

35.3 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.

Revised July 2010

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, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).
- (e) An executive a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.
- (g) A Person who is an advisor or consultant contracted with the Municipality.

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

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

Section 3.9.1: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an executive member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | ☐ A Person who is an advisor or consultant contracted with the Municipality. |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

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.

Section 3.13.1: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ an executive member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | ☐ A Person who is an advisor or consultant contracted with the Municipality. |
| ☐ an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

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

YES / NO

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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 ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\min}$ = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

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

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\min}$ = Price of lowest acceptable bid

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

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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 CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
7.2 Points claimed in respect of Level of Contribution (maximum of 20 points)	

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

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

DATE:
ADDRESS
.....
.....

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 **Cape Agulhas Municipality** in accordance with the requirements and specifications stipulated in bid number **SCM12/2022/23** 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 authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)

1. I **EBEN PHILLIPS** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **SCM12/2022/23** dated **05 AUGUST 2022** for the rendering of services 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)
CAPE AGULHAS MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK 2022-2027	R _____			N/A

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE.....

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).
 - e.
- 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 of Restricted Suppliers as companies or persons 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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)? Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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 ☐	No ☐
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
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 ☐	No ☐
4.7.1	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 Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:**

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

SCM12/2022/23 CAPE AGULHAS MUNICIPAL SPATIAL DEVELOPMENT
FRAMEWORK 2022-2027

in response to the invitation for the bid made by:

CAPE AGULHAS MUNICIPALITY

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

I certify, on behalf of: _____ that:
 (Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder