



KAAP AGULHAS MUNISIPALITEIT  
 CAPE AGULHAS MUNICIPALITY  
 U MASIPALA WASECAPE AGULHAS

## TENDER: PROFESSIONAL SERVICES SCM32/2018/19

<b>BIDDERS NAME:</b>		
<b>CONTACT NUMBERS</b>	<b>Phone:</b>	<b>Fax:</b>
<b>CSD REGISTRATION NR</b>	<b>MAAA</b>	
<b>BBBEE STATUS LEVEL</b>		
<b>BID AMOUNT:</b>	<b>1. TO DEVELOP THE DUIKER STREET TO STRUISBAAI HARBOUR PRECINCT DEVELOPMENT</b>  R _____. <b>(VAT inclusive)</b>	<b>2. PLANNING, SURVEY, ENVIRONMENTAL, ENGINEERING AND ARCHITECTURAL SERVICES</b>  R _____. <b>(VAT inclusive)</b>

<b>For Office Use</b>  <b>Official 1:</b> .....  <b>Official 2:</b> .....	<b>OFFICIAL STAMP</b>  <div style="border: 1px solid black; height: 100px;"></div>
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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.	<b>(CAMBD 2)</b> Are a Tax Clearance Certificate or a Tax Compliance status pin attached	Yes	No
4.	<b>(Schedule 1 A)</b> Authority Of Signatory - Is the form duly completed and signed?	Yes	No
5.	<b>(Schedule 1B)</b> Enterprise Questionnaire -Is the form duly completed and signed?	Yes	No
6.	<b>(Schedule 1C)</b> Documents of Incorporation - Is the form duly completed and signed?	Yes	No
7.	<b>(Schedule 1D)</b> Payment of Municipal Accounts - Is the form duly completed and signed?	Yes	No
8.	<b>(Schedule 1E)</b> B-BBEE certificate - Is the form duly completed and signed? Is a <b>certified or an original certificate attached</b>	Yes	No
9.	<b>(Schedule 1F)</b> ) Schedule of work experience of tenderer- Is the form duly completed and signed?	Yes	No
10.	<b>(Schedule 1G)</b> Key Performance Indicators- Is the form duly completed and signed?	Yes	No
11.	Quality Evaluation Schedules - Is the form duly completed and signed? Necessary references are attached.	Yes	No
12.	Form of Offer - Is the form duly completed and signed?	Yes	No
13.	Contract data - Is the form duly completed and signed?	Yes	No
14.	<b>(CAMBD 4)</b> declaration of interest- Is the form duly completed and signed?	Yes	No
15.	<b>(CAMBD 6.1)</b> Preference points claimed- Is the form duly completed and signed?	Yes	No
16.	<b>(CAMBD 8)</b> Signed declaration of bidder's past supply chain management practices	Yes	No
17.	<b>(CAMBD 9)</b> Prohibition of Restrictive Practices be completed and signed.	Yes	No
18.	Bidder <b>must</b> 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 .....

## **CAPE AGULHAS MUNICIPALITY**

The Cape Agulhas Municipality (CAM) wishes to appoint a service provider for the following professional services:

**1. TO DEVELOP THE DUIKER STREET TO STRUISBAAI HARBOUR PRECINCT DEVELOPMENT PLAN WITH PROPOSED LAND USES AS PART OF THE CAM SDF PROCESS**

**2. PLANNING, SURVEY, ENVIRONMENTAL, ENGINEERING AND ARCHITECTURAL SERVICES TO DEVELOP THE WAENHUISKRANS/ARNISTON NODE BEHIND THE RESORT**

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Tender documents can be obtained from **Ms. G Koopman** at telephone number 028-425 5500 during office hours or email at [geraldinek@capeagulhas.gov.za](mailto:geraldinek@capeagulhas.gov.za). **A non-refundable deposit of R200** is payable for each set of documents issued.

Technical enquiries may be directed to **Mr B Hayward** at telephone number 028 425 5500 or email at [bertush@capeagulhas.gov.za](mailto:bertush@capeagulhas.gov.za).

Sealed Tenders, marked "Tender Nr: **SCM32/2018/19 PROFESSIONAL SERVICES**", 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, 26 April 2019** 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 or a printed Tax Clearance certificate, 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.

**DGI O'NEILL (AMM)  
MUNICIPAL MANAGER  
PO BOX 51  
BREDASDORP  
7280**

**2019-04-05**

## **KAAP AGULHAS MUNISIPALITEIT**

Die Kaap Agulhas Munisipaliteit (CAM) wil 'n diensverskaffer aanstel vir die volgende professionele dienste:

**1. OM DIE DUIKER STRAAT TOT STRUISBAAI HAWE NODALE ONTWIKKELINGSPLAN MET GRONDGEBRUIKE TE ONTWIKKEL AS UITVLOEISEL VAN DIE KAM ROR**

**2. BEPLANNING, OPMETING, OMGEWINGS, INGENIEURS EN ARGITEKTONIESE DIENSTE OM WAENHUISKRANS / ARNISTON NODE AGTER DIE OORD TE ONTWIKKEL**

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Verdere besonderhede en dokumente is verkrygbaar by **Me G Koopman** by telefoonnommer 028-425 5500 tydens kantoorure of epos by [geraldinek@capeagulhas.gov.za](mailto:geraldinek@capeagulhas.gov.za). 'n **Nie-terugbetaalbare deposito van R200** is betaalbaar vir elke stel tenderdokumente.

Tegniese navrae kan gerig word aan **Mnr B Hayward** by telefoonnommer 028 425 5500.

Verseëde tenders, gemerk "**Tender Nr: SCM32/2018/19 PROFESSIONELE DIENSTE**" moet in die tenderbus by die Munisipale Kantore geplaas word te Dirkie Uysstraat 1, Bredasdorp, of gepos word om die Munisipale Bestuurder, Kaap Agulhas Munisipaliteit, Posbus 51, Bredasdorp, 7280 te bereik nie later nie as 12:00 op **Vrydag, 26 April 2019**, waarna dit in die publiek oopgemaak sal word. Tenders mag slegs ingedien word op die voorgeskrewe tender dokument.

Die 80/20 voorkeerpuntestelsel, soos uiteengesit in die Kaap Agulhas Munisipale Voorsieningskanaal Bestuursbeleid, sal gebruik word tydens beoordeling van tenders. Die tender sal op die **twee-fase sisteem** evalueer word. Eerstens vir funksionaliteit in terme van die bogemelde kriteria en daarna vir prys en voorkeur.

'n Belasting verifikasie status pin-kode of 'n gedrukte Belastingklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet saam met die tender ingedien word.

Die Raad behou die reg voor om nie die laagste of enige tender te aanvaar nie. Geen fakse of e-pos sal aanvaar word nie.

**DGI O'NEILL (GMB)  
MUNISIPALE BESTUURDER  
POSBUS 51  
BREDASDORP  
7280**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE AGULHAS MUNICIPALITY</b>					
BID NUMBER:	SCM32/2018/19	CLOSING DATE:	26 APRIL 2019	CLOSING TIME:	12:00
DESCRIPTION	<b>PROFESSIONAL SERVICES</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>CAPE AGULHAS MUNICIPALITY</b>					
<b>1 DIRKIE UYS STREET</b>					
<b>BREDASDORP</b>					
<b>7280</b>					
<b>SUPPLIER INFORMATION</b>					
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]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> 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					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Finance		DEPARTMENT	Town Planning	
CONTACT PERSON	Geraldine Koopman		CONTACT PERSON	Bertus Hayward	
TELEPHONE NUMBER	028 425 5500		TELEPHONE NUMBER	028 425 5500	
FACSIMILE NUMBER	028 425 1019		FACSIMILE NUMBER	028 425 1019	
E-MAIL ADDRESS	<a href="mailto:geraldinek@capeagulhas.gov.za">geraldinek@capeagulhas.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:bertush@capeagulhas.gov.za">bertush@capeagulhas.gov.za</a>	

## **PART B**

### **TERMS AND CONDITIONS FOR BIDDING**

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

**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: .....

## **1. TERMS OF REFERENCE / SCOPE OF WORKS**

### **APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SPECIALIST PROFESSIONAL SERVICES TO DEVELOP THE DUIKER STREET TO STRUISBAAI HARBOUR PRECINCT DEVELOPMENT PLAN WITH PROPOSED LAND USES AS PART OF THE CAM SDF PROCESS**

#### **1. PURPOSE**

- 1.1 The Cape Agulhas Municipality (CAM) wishes to appoint a service provider to develop the Duiker Street to Struisbaai Harbour Precinct Development Plan with proposed Land Uses to make it compliant with CAM SDF.

#### **2. BACKGROUND**

- 2.1 Given the status assigned to Cape Agulhas Municipality in the Western Cape Provincial Spatial Development Framework (PSDF) and Growth Potential Study of towns (GPS), the CAM SDF was compiled which meets the requirements of the MSA as well as the Western Cape Land Use Planning Act, 2014 (Act 3 of 2014) (LUPA) and the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) (SPLUMA).
- 2.2 The need arose to compile the Duiker Street to Struisbaai Harbour Precinct Development Plan with proposed Land Uses as a corollary of the CAM SDF.
- 2.5 In terms of Section 3 (7) of LUPA, the Provincial Minister must support Municipalities to perform the land use planning functions through appropriate measures, including providing technical assistance, training and support to the Municipality.
- 2.6 Cape Agulhas Municipality will be appointing consultants to undertake the development of the Precinct Development Plan with proposed Land Uses for the Duiker Street to Struisbaai Harbour area in the 2019/2020 financial years.

#### **3. SCOPE OF WORK / PROJECT DESCRIPTION**

Cape Agulhas Municipality will be appointing consultants to build upon the Cape Agulhas SDF (2016). The proposed scope of work for the prospective consultants is detailed below.

- 3.1 The work to be undertaken should be informed and underpinned by:
- a) The National Development Plan (2011);
  - b) OneCape 2040;
  - c) The Western Cape Provincial Spatial Development Framework (2014), as well as supporting studies including:
    - The Growth Potential of Towns Study of Towns (2014);
    - The Municipal Financial Sustainability of Current Spatial Growth Patterns (2014);
    - Heritage and Scenic Resources: Inventory and Policy Framework for the Western Cape (2014); and
    - The Impact of Commercial & Office Decentralisation Study (2014);
  - d) National Spatial Biodiversity Assessment (2011);
  - e) National Freshwater Ecosystem Priority Areas (2011);
  - f) Draft Western Cape Biodiversity Framework (2010);
  - g) Western Cape Provincial Land Transport Framework (2013);
  - h) Western Cape Infrastructure Framework (2013);
  - i) Coastal setback lines project for Overberg District1;
  - j) Cape Agulhas Spatial Development Framework Plan (2016);
  - k) An understanding of the development direction of adjacent Municipalities as reflected in their SDFs’;
  - l) The Cape Agulhas Integrated Development Plan (IDP), including the following plans:
    - Overberg District Municipality Bulk Infrastructure Master Plan (Sanitation);

- Cape Agulhas Municipality Local Economic Development and Tourism Strategy and Implementation Plan;
- Cape Agulhas Air Quality Management Plan (2013);
- Cape Agulhas Municipality Integrated Waste Management Plan;
- Cape Agulhas Integrated Public Transport Network Report;
- District Integrated Transport Plan for the Overberg District Municipality;
- Cape Agulhas Municipality Informal Settlement Upgrading Strategy; and
- Cape Agulhas Human Settlement Plan (2015).
- Cape Agulhas Water Services Development Plan.

3.2 The elements of the project for the prospective service provider will entail the following:

- a) Full management of the project and its deliverables, including any sub-deliverables quoted for by the service provider in their bid;
- b) Full engagement with both the project manager of Cape Agulhas Municipality and other official(s) delegated by the Municipal Manager, as well as other National-, Provincial- and Local Departments, at all stages of the project and as required;
- c) Providing assistance to Cape Agulhas Municipality with regard to the establishment of the Duiker Street to Struisbaai Harbour Technical Committee (DSH TC); and
- d) An appropriate public participation process as per legislative requirements of SPLUMA, LUPA and NEMA.

3.3 The DSH 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. Sections 10 to 15 of LUPA;
- b) The development principles and norms and standards as contained in Sections 7 and 8 of SPLUMA, as well as Sections 58 and 59 of LUPA;
- c) The Department of Rural Development and Land Reform's (DRDLR) Spatial Development Framework Guideline (final draft dated September 2014); and
- d) Alignment to the National, Provincial, Regional and Local Spatial Development Frameworks, where relevant.

3.4 The successful service provider is required to ensure the following:

- a) The DSH must be completed in sufficient detail to allow for all land within the urban edge of the Precinct Development Plan with proposed Land Uses to be approved as an urban area in terms of NEMA;
- b) The DSH must contain sufficient strategic environmental information in order for the competent authority to consider approving an SEA through which geographical areas are identified to facilitate economic business or strategic municipal infrastructure projects to be excluded from obtaining EIA's in future; and

#### 4. **PROJECT DELIVERABLES**

Direction should be sought in part 4 of the Department of Rural Development and Land Reform's SDF Guidelines (2014) which gives clear guidelines for the drafting of Municipal Spatial Development Frameworks, but will be used also for the Precinct Development Plan. This includes providing guidance on phasing, deliverables, estimated time frames and role players that should be included in the process.



#### 4.1 Project Initiation

4.1.1 The planning process will commence on appointment of the service provider who is required to prepare a detailed project work plan and Gantt chart, in an *Inception Report*.

4.1.2 The Inception Report will clearly state what has to happen, when, by whom, and where. The inception report should include a detailed costing and allow for the management of the planning process, specifying the time frames for the different actions, appropriate mechanisms, processes and procedures for developing the plan.

4.1.3 The Inception Report will outline phasing and deliverables linked to costing and delivery dates mutually agreed upon as per the Project Plan.

4.1.4 The Inception Report should consist of the following:

a) A comprehensive project plan sanctioned by the Project Management Team (PMT) in line with the DSH process guidelines related to phasing and deliverables referred to above, including the various provisions as set within SPLUMA and LUPA, bearing in mind the 12 month project time frame. The 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 are also to 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.

4.1.5 The Final Inception Report should be submitted to the PMT within 14 days of appointment.

#### 4.2 DSH Phasing and Deliverables

4.2.1 The deliverables of the Phases listed in the Inception Report must be submitted to the DSH TC on completion as per the timeframes outlined in the comprehensive project plan which will stem from the Bid submitted.

4.2.2 Deliverables would consist of narrative reports, digital GIS information and printed maps.

#### 4.3 Other deliverables

4.3.1 Written monthly progress reports;

4.3.2 The drafting, circulation, and corrections of minutes of any workshops and/or meetings within 5 working days after the event;

4.3.3 A presentation to the Cape Agulhas LED and IDP forum (KAMAF) on the DSH in order to capacitate the forum in order to relay the content of the DSH as part of their IDP public participation process;

4.3.4 The Draft Report should be presented to Council.

4.3.5 The development of appropriate communication materials including posters, pamphlets and other creative participatory tools to enhance the public participation process;

4.3.6 A Public Participation report on the process and its outcomes; and

4.3.7 The organizing of monthly progress meetings, PMT meetings, DSH TC meetings and workshops, etc.

#### 4.4 Technical Specifications

4.4.1 The final draft DSH deliverables will consist of:

(a) 3 (three) Colour Hard Copies of the report entitled 'Duiker Street to Struisbaai Harbour Precinct Development Plan with proposed Land Uses'

- (b) 2 (two) electronic copies of the DSH (One in Microsoft Word and one in Adobe PDF) of all the final documents;
- (c) All maps produced at various scales in digital format;
- (d) 1 electronic copy and one hard copy of all agendas, minutes and attendance registers pertaining to the project;
- (e) 1 electronic copy and two hard copies of all communication materials including posters, pamphlets and other creative participatory tools developed to enhance the public participation process;
- (f) All presentations and/or other material presented during all stages of the study;
- (g) The reports and other written documents generated and submitted to the Cape Agulhas Municipality for consideration shall be prepared in MS Word and printed back-to-back on A4 paper;
- (h) Reports information, presentations, maps, etc. collected and drafted during the course of the project may be distributed via Dropbox or any other file sharing service to which the Cape Agulhas Municipality does have access;
- (i) The final report shall be supplied, additionally, on DVD in MS Word format inclusive of photographs in Jpeg (.jpg) format and maps in Placeable Windows metafile Format (.wmf). All data e.g. photographs, graphic displays and maps should be in an editable jpeg format for translation and printing purposes;
- (j) Originals of graphics / photographs must be supplied;
- (k) Maps must be prepared in ESRI suite of products – Arch View® or ArcGIS® or any subsequent releases, and both a hard copy and the shape files (.shp) on disc or CD, must be supplied to the Cape Agulhas Municipality, who may place the information and maps in the public domain. It should be noted that shape files must be provided for all the status quo and SDF key proposals maps; and
- (l) The final report shall be proofread and copy edited by the service provider.

4.4.2 All documents and presentations that are to be submitted must be done using the Corporate Guidelines as prescribed by the Cape Agulhas Municipality.

## 5. **REPORTING AND MEETINGS**

It is required of the appointed service provider to report to the Manager: Town and Regional Planner at Cape Agulhas Municipality who will manage the project.

5.1 A Project Management Team (PMT) will be established between the Municipality, the Service Provider, the Director of Technical Services, and any other stakeholders that these parties deem relevant.

- a) The PMT will monitor the progress of the project and will actively participate in it. At the PMT issues will be discussed, proposals debated and direction of the project will be determined;
- b) The PMT 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;
- c) The PMT is responsible for identifying representatives to serve on the Duiker Street Struisbaai Harbour Technical Committee (DSH TC);
- d) The service provider will be responsible for presenting detailed monthly project progress reports at PMT meetings. If no PMT is held, the service provider will still be required to submit the monthly project progress report to the Planner; and
- e) The Manager: Town and Regional Planner of Cape Agulhas Municipality will chair and facilitate these meetings.

- 5.1.1 An DSH TC, comprising from relevant components of Cape Agulhas Municipality, Directorates of WCG Departments, representatives from the Overberg District Municipality and other relevant parties, will support the process.
- The DSH TC will enhance programs and project co-ordination between WCG, the municipality and other stakeholders;
  - The DSH TC will meet on a quarterly basis (or as otherwise mutually agreed to) to discuss policy issues and the alignment of planning, budgeting and implementation;
  - The service provider will be responsible for presenting progress and different aspects of the DSH at the DSH TC meetings; and
  - The nominated planner of Cape Agulhas Municipality will chair and facilitate these meetings.
- 5.2 Meetings and ad-hoc presentations to other consultative structures and other stakeholders may be required. The nominated planner of Cape Agulhas Municipality will assist and facilitate these meetings as far as possible.
- 5.3 Minimum attendance of the service provider at meetings are summarized as follows:

Meeting / Engagements	Estimated Number	Number of hours per engagement/ meeting	Who should attend?
PMT	15	1	Applicable team member(s)
DSH TC	2	4	At least Consultant Project Manager
Ad-hoc Presentations	5	2	At least Consultant Project Manager

- 5.4 General arrangements applicable to the abovementioned meetings are as follows:
- PMT meetings will be held at Cape Agulhas Municipal offices (venue to be arranged by the nominated planner from Cape Agulhas Municipality);
  - DSH TC Meetings will take place at Cape Agulhas Municipal offices (venue to be arranged by the nominated planner from Cape Agulhas Municipality);
  - Cape Agulhas Municipality will be responsible for catering at DSH TC meetings;
  - The service provider will be responsible for preparing the draft Invitation and Agenda to all meetings, although the Manager: Town and Regional Planner from Cape Agulhas Municipality will be responsible for issuing the invitations to participants to attend the relevant meetings and the distribution of the minutes; and
  - The service provider shall be responsible for the taking and drafting of minutes of all meetings.
- 5.5 Cape Agulhas Municipality will be responsible for any publications / advertisements and associated costs related to the DSH. Publications / advertising are to be compliant with the prescripts of SPLUMA, LUPA and NEMA.

## **6. COMPETENCIES OF THE SERVICE PROVIDER**

- 6.1 A multi-disciplinary professional project team is required. Consortia will be considered as well as individual bidders.
- 6.2 The service provider project team must have sound knowledge and vast experience in similar type of projects in the following specialist fields: spatial planning, project management, environmental management, civil engineering, economic development, historic buildings and GIS.
- 6.3 The project manager should be a Professional Planner (Minimum B-degree in Town and Regional Planning, and professional registration with South African Council for Planners (SACPLAN).
- 6.4 Other than the project manager / professional planner, the successful service provider's key professional team should at least consist of the following practitioners:
- An Environmentalist – Minimum B-degree in Environmental Management (or equivalent qualification in Natural / Physical / Environmental Science);

- b) A Professional Engineer – Minimum B-degree in Civil Engineering, and professional registration with the Engineering Council of South Africa (ECSA);
- c) An Economist– Minimum B-degree in economics;
- d) A Professional Urban Designer or Architect – Registered with the respective Council; and
- e) A GIS Practitioner – Appropriate B-degree accredited GIS qualification or equivalent qualification approved by the South African Council for Professional and Technical Surveyors (PLATO).

6.5 If any project team member is to be replaced after the submission of the tender, it will only be acceptable with written agreement by the Cape Agulhas Municipality.

6.6 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 of all services and the Cape Agulhas Municipality would not be bound by separate third-party agreements.

6.7 The skill set applicable to the drafting of the DSH is listed below:

No.	Field of Service	Services Required
1.	<b>Spatial Planning</b>	<ul style="list-style-type: none"> <li>• Broad knowledge of land use planning legislative framework in the Western Cape;</li> <li>• The ability to interpret and incorporate planning legislation, guidelines, principles, policies and regulations;</li> <li>• Experience in spatial and regional planning;</li> <li>• Town and regional planning experience in compiling Precinct Development Plans in the Western Cape;</li> <li>• The ability to transfer knowledge and experience in applying technical, planning norms, standards and guidelines related to town and regional planning;</li> <li>• The ability to offer innovative solutions to solve the identified problems in the Cape Agulhas Municipality; and</li> <li>• The ability to estimate future land requirements for economic, residential, social, environmental activities within Cape Agulhas Municipality.</li> </ul>
2.	<b>Project management</b>	<ul style="list-style-type: none"> <li>• Proven management skills for projects of similar scope and character;</li> <li>• The ability to manage the process and ensure coordination, integration and alignment of plans, policies and strategies of all spheres of government;</li> <li>• Extensive experience in innovative public participation at a municipal level;</li> <li>• Report writing and facilitation skills. The ability to produce thorough, readable and informative reports and other material; and</li> <li>• The project manager should be a Professional Planner registered with SACPLAN.</li> </ul>
3.	<b>Environmental management</b>	<ul style="list-style-type: none"> <li>• Sound knowledge of environmental legislation, institutional structures and environmental assessment and management practices in the Western Cape;</li> <li>• Critical knowledge of national and international developments regarding development and sustainability issues, for example issues pertaining to infrastructure development, off-grid service technology, renewable energy and climate change and its relevance to Cape Agulhas Municipality;</li> <li>• The ability to quantify the impacts of various environmental challenges including global warming, the loss of biodiversity through the expansion of the urban footprint, the increase in waste, declining air quality, etc. on Cape Agulhas Municipality;</li> <li>• 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;</li> <li>• 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, in line with the principles of bioregional planning; and</li> <li>• The ability to offer innovative solutions to solve the identified problems in the Cape Agulhas Municipality.</li> </ul>

No.	Field of Service	Services Required
4.	<b>Civil Engineering</b>	<ul style="list-style-type: none"> <li>• Experience in infrastructure delivery systems and bulk infrastructure design;</li> <li>• Knowledge and experience in municipal engineering services;</li> <li>• Determine municipal infrastructure requirements for water, solid waste, waste water, energy and transport; and</li> <li>• The ability to offer innovative solutions to solve the identified problems in this node of Cape Agulhas Municipality.</li> </ul>
5.	<b>Economic development</b>	<ul style="list-style-type: none"> <li>• Utilize existing policies pertinent to economic and regional development to inform the study;</li> <li>• 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;</li> <li>• Experience in urban development, the economics of development regulations and public private partnerships;</li> <li>• Compile and analyze data from various economic focus areas to determine patterns and trends in economic activity and to explain existing economic phenomena and challenges occurring within Cape Agulhas Municipality;</li> <li>• Understanding Cape Agulhas Municipality's role within the regional economy as well as the main cross border relationships with adjacent municipalities;</li> <li>• Understanding the relationships between various economic variables and the environmental, social and infrastructure contexts; and</li> <li>• The ability to offer innovative solutions to solve the identified problems in the Cape Agulhas Municipality.</li> </ul>
6.	<b>Architect / Urban Designer</b>	<ul style="list-style-type: none"> <li>• Experience in urban design and architectural context of the Overberg;</li> <li>• Knowledge and experience in urban design and conceptual design elements; and</li> <li>• The ability to offer innovative and economic solutions to solve the identified problems in this node.</li> </ul>
7.	<b>GIS</b>	<ul style="list-style-type: none"> <li>• Technical skills to develop maps and other spatial information;</li> <li>• Geographical information handling, analysis and interpretation skills; and</li> <li>• Understanding of GIS applications and spatial data queries.</li> </ul>

## **7. RESPONSIBILITY OF THE BIDDER**

The following broad roles and responsibilities apply to the bidder during 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) Full engagement with the Manager: Town and Regional Planning at Cape Agulhas Municipality, as well as other Departments, at all stages of the project and as required;
- c) The service provider will be responsible for preparing the draft Invitation and Agenda to all meetings;
- d) The service provider shall be responsible for the taking and drafting of minutes of all meetings.
- e) Providing assistance to Cape Agulhas Municipality with regard to the establishment of the Duiker Street Struisbaai Harbour Technical Committee (DSH TC);
- f) An appropriate public participation process as per legislative requirements of SPLUMA, LUPA and NEMA;
- g) The service provider will be responsible for presenting detailed monthly project progress reports at PMT meetings; and
- h) The service provider will be responsible for presenting progress and different aspects of the DSH at the DSH TC meetings.

## **8. RESPONSIBILITY OF THE CAPE AGULHAS MUNICIPALITY**

The following broad roles and responsibilities apply to Cape Agulhas 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;
- d) Acceptance of all project deliverables;
- e) Provide comment, technical assessment and vetting of all draft products;
- f) Assist the service provider with the organization of all structured meetings
- g) Assist the service provider 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.

## **9. PROJECT OR CONTRACT PERIOD**

The timeframe envisaged for the duration of the project is approximately 12 months from the date of appointment. The bid proposal must conform to this requirement.

## **10. RESPONSIVENESS OR QUALIFICATION CRITERIA**

Responsiveness in terms of this document refers to the bidder's adherence and compliance to the requirements set out in this section in order for the Cape Agulhas Municipality to evaluate their bid.

### **10.1 Administrative responsiveness:**

- a) Bid forms must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in black ink;
- b) Submission of the bid document as is without removing any pages;
- c) Submission of Invitation to Bid at the Cape Agulhas Municipal Offices, 1 Dirkie Uys Street, Bredasdorp; and
- d) Submission of an original valid Tax Clearance Certificate, Business Registration Certificate e.g. CK1, certificate of incorporation and B-BBEE Status Level Verification Certificate.

### **10.2 Functional responsiveness:**

- 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 their technical competence in relation to the project's objectives and track record of relevant expertise & 7 years' experience. In order 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.
- a) 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.
- b) 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, 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 Detailed breakdown of budget and cash flows for each of the components and phases. The three main phases should be as follows:
  - Phase I            Inception Report
  - Phase II           Public Participation and collection of existing data and draft report
  - Phase III          FINAL REPORT
- iii. 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.

**11. INTELLECTUAL PROPERTY**

- 11.1 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 be transferred to the Cape Agulhas Municipality, unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties.
- 11.2 All information documents, digital/spatial information, records and books provided by the Cape Agulhas Municipality to any service provider in connection with the proposal or otherwise are strictly private and confidential. The Cape Agulhas Municipality reserves the right to disclose any information provided by any service provider to any of the employees of the Cape Agulhas Municipality.

**12. 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 3<sup>rd</sup> party gain. All communication with the media regarding this project (if any) will be conducted through the communication component of the Cape Agulhas Municipality.

**13. 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.

Name of Bidder .....

Signed .....

**1. PRICING SCHEDULE - TO DEVELOP THE DUIKER STREET TO STRUISBAAI HARBOUR PRECINCT DEVELOPMENT PLAN WITH PROPOSED LAND USES AS PART OF THE CAM SDF PROCESS**

**PLEASE NOTE**

- Document MUST be completed in non-erasable black ink
- The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.

	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:

<b>Phase I</b> INCEPTION REPORT 2018/19	R _____
<b>Phase II</b> PUBLIC PARTICIPATION AND COLLECTION OF EXISTING DATA AND DRAFT REPORT 2019/20	R _____
<b>Phase III</b> FINAL REPORT 2019/20	R _____
<b>SUB TOTAL</b>	R _____
<b>15 % VAT</b>	R _____
<b>TOTAL</b>	R _____

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

Signed ..... Date .....

Name ..... Position .....

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



## **2. TERMS OF REFERENCE / SCOPE OF WORKS**

### **APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PROFESSIONAL SERVICES FOR PLANNING, SURVEY, ENVIRONMENTAL, ENGINEERING AND ARCHITECTURAL SERVICES TO DEVELOP THE WAENHUISKRANS / ARNISTON NODE BEHIND THE RESORT**

#### **1. PURPOSE**

- 1.1 The Cape Agulhas Municipality (CAM) wishes to appoint a service provider to develop the Waenhuiskrans / Arniston Node behind the Resort.

#### **2. BACKGROUND**

- 2.1 Given the status assigned to Cape Agulhas Municipality in the Western Cape Provincial Spatial Development Framework (PSDF) and Growth Potential Study of towns (GPS), the CAM SDF was compiled which meets the requirements of the MSA as well as the Western Cape Land Use Planning Act, 2014 (Act 3 of 2014) (LUPA) and the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) (SPLUMA).
- 2.2 The need arose to appoint consultants for the development of the Waenhuiskrans / Arniston Node behind the holiday resort as a corollary of the CAM SDF.
- 2.5 In terms of Section 3 (7) of LUPA, the Provincial Minister must support Municipalities to perform the land use planning functions through appropriate measures, including providing technical assistance, training and support to the Municipality.
- 2.6 Cape Agulhas Municipality will be appointing consultants to undertake the development of this node in the 2019/2020 financial years.

#### **3. SCOPE OF WORK / PROJECT DESCRIPTION**

Cape Agulhas Municipality will be appointing consultants to build upon the Cape Agulhas SDF (2016).

On 30 October 2018 Council took the following decision (151/2018):

- (i) That Council, in principle, approves the development of Farm 260, Erven 515 and 34 Arniston / Waenhuiskrans.
- (ii) That the Town Planning Department proceed with the appointment of Urban Designers and Town Planners for a formal Town Planning application to be submitted to Council for consideration and public notice.
- (iii) That an environmental assessment be for the Municipality's account.
- (iv) That Farm 260, Erven 515 and 34 Arniston / Waenhuiskrans in terms of section 14(2)(a) of the Local Government: Municipal Finance Management Act is not required for the provision of the minimum level of basic services.

The proposed scope of work for the prospective consultants is detailed below:

- 3.1 The work to be undertaken should be informed and underpinned by:
- a) The National Development Plan (2011);
  - b) OneCape 2040;
  - c) The Western Cape Provincial Spatial Development Framework (2014), as well as supporting studies including:
    - The Growth Potential of Towns Study of Towns (2014);
    - The Municipal Financial Sustainability of Current Spatial Growth Patterns (2014);
    - Heritage and Scenic Resources: Inventory and Policy Framework for the Western Cape (2014); and
    - The Impact of Commercial & Office Decentralization Study (2014);
  - d) National Spatial Biodiversity Assessment (2011);
  - e) National Freshwater Ecosystem Priority Areas (2011);
  - f) Draft Western Cape Biodiversity Framework (2010);
  - g) Western Cape Provincial Land Transport Framework (2013);
  - h) Western Cape Infrastructure Framework (2013);

- i) Coastal setback lines project for Overberg District2;
- j) Cape Agulhas Spatial Development Framework Plan (2016);
- k) An understanding of the development direction of adjacent Municipalities as reflected in their SDFs’;
- l) The Cape Agulhas Integrated Development Plan (IDP), including the following plans:
  - Overberg District Municipality Bulk Infrastructure Master Plan (Sanitation);
  - Cape Agulhas Municipality Local Economic Development and Tourism Strategy and Implementation Plan;
  - Cape Agulhas Air Quality Management Plan (2013);
  - Cape Agulhas Municipality Integrated Waste Management Plan;
  - Cape Agulhas Integrated Public Transport Network Report;
  - District Integrated Transport Plan for the Overberg District Municipality;
  - Cape Agulhas Municipality Informal Settlement Upgrading Strategy; and
  - Cape Agulhas Human Settlement Plan (2015).
  - Cape Agulhas Water Services Development Plan.

3.2 The elements of the project for the prospective service provider will entail the following:

- a) Full management of the project and its deliverables, including any sub-deliverables quoted for by the service provider in their bid;
- b) Full engagement with both the project manager of Cape Agulhas Municipality and other official(s) delegated by the Municipal Manager, as well as other National-, Provincial- and Local Departments, at all stages of the project and as required;
- c) Providing assistance to Cape Agulhas Municipality with regard to the establishment of the Waenhuiskrans / Arniston Development Node Committee (WADNC); and
- d) An appropriate public participation process as per legislative requirements of SPLUMA, LUPA and NEMA.

3.3 The WADN must adhere to the following:

- a) Content requirements of:
  - iv. The MSA Local Government: Municipal Planning and Performance Regulations (2001);
  - v. SPLUMA; and
  - vi. LUPA;
- b) The development principles and norms and standards as contained in Sections 7 and 8 of SPLUMA, as well as Sections 58 and 59 of LUPA;
- c) The Department of Rural Development and Land Reform’s (DRDLR) Spatial Development Framework Guideline (final draft dated September 2014); and
- d) Alignment to the National, Provincial, Regional and Local Spatial Development Frameworks, where relevant.

3.4 The successful service provider is required to ensure the following:

- a) The WADN Planning, Environmental and Urban Design must be completed in sufficient detail to allow for all town planning and environmental and heritage process in terms of the relevant legislation;
- b) The WADN must contain sufficient phasing and availability of engineering services design in order for the competent authority to consider the applications.
- c) Consider the attached status report as basis for the professional applications.

#### 4. **PROJECT DELIVERABLES**

##### 4.1 Project Initiation

4.1.1 The planning process will commence on appointment of the service provider who is required to prepare a detailed project work plan and Gantt chart, in an *Inception Report*.

4.1.2 The Inception Report will clearly state what has to happen, when, by whom, and where. The inception report should include a detailed costing and allow for the management of the planning and environmental processes, specifying the time frames for the different actions, appropriate mechanisms, processes and procedures for developing the plan.

4.1.3 The Inception Report will outline phasing and deliverables linked to costing and delivery dates mutually agreed upon as per the Project Plan.

4.1.4 The Inception Report should consist of the following:

- a) A comprehensive project plan sanctioned by the Project Management Team (PMT) in line with the WADNC process guidelines related to phasing and deliverables referred to above, including the various provisions as set within SPLUMA and LUPA, bearing in mind the 12 month project time frame. The 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 are also to 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.

4.1.5 The Final Inception Report should be submitted to the PMT within 14 days of appointment.

##### 4.2 WADN Phasing and Deliverables

4.2.1 The deliverables of the Phases listed in the Inception Report must be submitted to the WADNC on completion as per the timeframes outlined in the comprehensive project plan which will stem from the Bid submitted.

4.2.2 Deliverables would consist of narrative reports, digital GIS information and printed maps.

##### 4.3 Other deliverables

4.3.1 Written monthly progress reports;

4.3.2 The drafting, circulation, and corrections of minutes of any workshops and/or meetings within 5 working days after the event;

4.3.3 The Draft Report should be presented to Council.

4.3.4 The development of appropriate communication materials including posters, pamphlets and other creative participatory tools to enhance the public participation process;

4.3.5 A Public Participation report on the process and it's outcomes; and

4.3.6 The organizing of monthly progress meetings, PMT meetings, WADNC meetings and workshops, etc.

##### 4.4 Technical Specifications

4.4.1 The final WADN deliverables will consist of:

- (a) 3 (three) Colour Hard Copies of the planning application to be submitted to the Tribunal for consideration.
- (b) Necessary copies for environmental submission to DEADP.

- (c) 2 (two) electronic copies of the WADN (One in Microsoft Word and one in Adobe PDF) of all the final documents;
- (d) All maps produced at various scales in digital format;
- (e) 1 electronic copy and one hard copy of all agendas, minutes and attendance registers pertaining to the project;
- (f) 1 electronic copy and two hard copies of all communication materials including posters, pamphlets and other creative participatory tools developed to enhance the public participation process;
- (g) All presentations and/or other material presented during all stages of the study;
- (h) The reports and other written documents generated and submitted to the Cape Agulhas Municipality for consideration shall be prepared in MS Word and printed back-to-back on A4 paper;
- (i) Reports information, presentations, maps, etc. collected and drafted during the course of the project may be distributed via Dropbox or any other file sharing service to which the Cape Agulhas Municipality does have access;
- (j) The final report shall be supplied, additionally, on DVD in MS Word format inclusive of photographs in Jpeg (.jpg) format and maps in Placeable Windows metafile Format (.wmf). All data e.g. photographs, graphic displays and maps should be in an editable jpeg format for translation and printing purposes;
- (k) Originals of graphics / photographs must be supplied;
- (l) Maps must be prepared in ESRI suite of products – Arch View® or ArcGIS® or any subsequent releases, and both a hard copy and the shape files (.shp) on disc or CD, must be supplied to the Cape Agulhas Municipality, who may place the information and maps in the public domain. It should be noted that shape files must be provided for all the status quo and SDF key proposals maps; and
- (m) The final report shall be proofread and copy edited by the service provider.

4.4.2 All documents and presentations that are to be submitted must be done using the Corporate Guidelines as prescribed by the Cape Agulhas Municipality.

## 5. **REPORTING AND MEETINGS**

It is required of the appointed service provider to report to the Manager: Town and Regional Planner at Cape Agulhas Municipality who will manage the project.

5.1 A Project Management Team (PMT) will be established between the Municipality, the Service Provider, the Director of Technical Services and any other stakeholders that these parties deem relevant.

- a) The PMT will monitor the progress of the project and will actively participate in it. At the PMT issues will be discussed, proposals debated and direction of the project will be determined;
- b) The PMT 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;
- c) The PMT is responsible for identifying representatives to serve on the WADNC;
- d) The service provider will be responsible for presenting detailed monthly project progress reports at PMT meetings. If no PMT is held, the service provider will still be required to submit the monthly project progress report to the Planner; and
- e) The Manager: Town and Regional Planner of Cape Agulhas Municipality will chair and facilitate these meetings.

5.1.1 An WADNC, comprising from relevant components of Cape Agulhas Municipality, Directorates of WCG Departments, representatives from the Overberg District Municipality, WARA (Waenhuiskrans / Arniston Ratepayers Association) and other relevant parties, will support the process.

- a) The WADNC will enhance programs and project co-ordination between WCG, the municipality and other stakeholders;
- b) The WADNC will meet on a quarterly basis (or as otherwise mutually agreed to) to discuss policy issues and the alignment of planning, budgeting and implementation;
- c) The service provider will be responsible for presenting progress and different aspects of the WADNC at the WADNC meetings; and
- d) The nominated planner of Cape Agulhas Municipality will chair and facilitate these meetings.

5.2 Meetings and ad-hoc presentations to other consultative structures and other stakeholders may be required. The nominated planner of Cape Agulhas Municipality will assist and facilitate these meetings as far as possible.

5.3 Minimum attendance of the service provider at meetings are summarized as follows:

Meeting / Engagements	Estimated Number	Number of hours per engagement/ meeting	Who should attend?
PMT	15	1	Applicable team member(s)
WADNC	2	4	At least Consultant Project Manager
Ad-hoc Presentations	5	2	At least Consultant Project Manager

5.4 General arrangements applicable to the abovementioned meetings are as follows:

- a) PMT meetings will be held at Cape Agulhas Municipal offices (venue to be arranged by the nominated planner from Cape Agulhas Municipality);
- b) WADNC Meetings will take place at Cape Agulhas Municipal offices (venue to be arranged by the nominated planner from Cape Agulhas Municipality);
- c) Cape Agulhas Municipality will be responsible for catering at WADNC meetings;
- d) The service provider will be responsible for preparing the draft Invitation and Agenda to all meetings, although the Manager: Town and Regional Planner from Cape Agulhas Municipality will be responsible for issuing the invitations to participants to attend the relevant meetings and the distribution of the minutes; and
- e) The service provider shall be responsible for the taking and drafting of minutes of all meetings.

5.5 Cape Agulhas Municipality will be responsible for any publications / advertisements and associated costs related to the WADNC. Publications / advertising are to be compliant with the prescripts of SPLUMA, LUPA and NEMA.

**6. COMPETENCIES OF THE SERVICE PROVIDER**

6.1 A multi-disciplinary professional project team is required. Consortia will be considered as well as individual bidders.

6.2 The service provider project team must have sound knowledge and vast experience in similar type of projects in the following specialist fields: land use planning, project management, environmental management, civil engineering, economic development, historic buildings and GIS.

- 6.3 The project manager should be a Professional Planner (Minimum B-degree in Town and Regional Planning, and professional registration with South African Council for Planners (SACPLAN).
- 6.4 Other than the project manager / professional planner, the successful service provider's key professional team should at least consist of the following practitioners:
- An Environmentalist – Minimum B-degree in Environmental Management (or equivalent qualification in Natural / Physical / Environmental Science);
  - A Professional Engineer – Minimum B-degree in Civil Engineering, and professional registration with the Engineering Council of South Africa (ECSA);
  - An Economist– Minimum B-degree in economics;
  - A Professional Urban Designer or Architect – Registered with the respective Council; 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).
- 6.5 If any project team member is to be replaced after the submission of the tender, it will only be acceptable with written agreement by the Cape Agulhas Municipality.
- 6.6 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 of all services and the Cape Agulhas Municipality would not be bound by separate third-party agreements.
- 6.7 The skill set applicable to the drafting of the WADNC is listed below:

No.	Field of Service	Services Required
1.	<b>Land Use Planning</b>	<ul style="list-style-type: none"> <li>Broad knowledge of land use planning legislative framework in the Western Cape;</li> <li>The ability to interpret and incorporate planning legislation, guidelines, principles, policies and regulations;</li> <li>Experience in spatial and regional planning;</li> <li>Town and regional planning experience in compiling Precinct Development Plans in the Western Cape;</li> <li>The ability to transfer knowledge and experience in applying technical, planning norms, standards and guidelines related to town and regional planning;</li> <li>The ability to offer innovative solutions to solve the identified problems in the Cape Agulhas Municipality; and</li> <li>The ability to estimate future land requirements for economic, residential, social, environmental activities within Cape Agulhas Municipality.</li> </ul>
2.	<b>Project management</b>	<ul style="list-style-type: none"> <li>Proven management skills for projects of similar scope and character;</li> <li>The ability to manage the process and ensure coordination, integration and alignment of plans, policies and strategies of all spheres of government;</li> <li>Extensive experience in innovative public participation at a municipal level;</li> <li>Report writing and facilitation skills. The ability to produce thorough, readable and informative reports and other material; and</li> <li>The project manager should be a Professional Planner registered with SACPLAN.</li> </ul>
3.	<b>Environmental management</b>	<ul style="list-style-type: none"> <li>Sound knowledge of environmental legislation, institutional structures and environmental assessment and management practices in the Western Cape;</li> <li>Critical knowledge of national and international developments regarding development and sustainability issues, for example issues pertaining to infrastructure development, off-grid service technology, renewable energy and climate change and its relevance to Cape Agulhas Municipality;</li> <li>The ability to quantify the impacts of various environmental challenges including global warming, the loss of biodiversity through the expansion of the urban footprint, the increase in waste, declining air quality, etc. on Cape Agulhas Municipality;</li> <li>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;</li> </ul>

No.	Field of Service	Services Required
		<ul style="list-style-type: none"> <li>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, in line with the principles of bioregional planning; and</li> <li>The ability to offer innovative solutions to solve the identified problems in the Cape Agulhas Municipality.</li> </ul>
4.	<b>Civil Engineering</b>	<ul style="list-style-type: none"> <li>Experience in infrastructure delivery systems and bulk infrastructure design;</li> <li>Knowledge and experience in municipal engineering services;</li> <li>Determine municipal infrastructure requirements for water, solid waste, waste water, energy and transport; and</li> <li>The ability to offer innovative solutions to solve the identified problems in this node of Cape Agulhas Municipality.</li> </ul>
5.	<b>Economic development</b>	<ul style="list-style-type: none"> <li>Utilize existing policies pertinent to economic and regional development to inform the study;</li> <li>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;</li> <li>Experience in urban development, the economics of development regulations and public private partnerships;</li> <li>Compile and analyze data from various economic focus areas to determine patterns and trends in economic activity and to explain existing economic phenomena and challenges occurring within Cape Agulhas Municipality;</li> <li>Understanding Cape Agulhas Municipality's role within the regional economy as well as the main cross border relationships with adjacent municipalities;</li> <li>Understanding the relationships between various economic variables and the environmental, social and infrastructure contexts; and</li> <li>The ability to offer innovative solutions to solve the identified problems in the Cape Agulhas Municipality.</li> </ul>
6.	<b>Architect / Urban Designer</b>	<ul style="list-style-type: none"> <li>Experience in urban design and architectural context of the Overberg;</li> <li>Knowledge and experience in urban design and conceptual design elements; and</li> <li>The ability to offer innovative and economic solutions to solve the identified problems in this node.</li> </ul>
7.	<b>GIS</b>	<ul style="list-style-type: none"> <li>Technical skills to develop maps and other spatial information;</li> <li>Geographical information handling, analysis and interpretation skills; and</li> <li>Understanding of GIS applications and spatial data queries.</li> </ul>

## **7. RESPONSIBILITY OF THE BIDDER**

The following broad roles and responsibilities apply to the bidder during 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) Full engagement with the Manager: Town and Regional Planning at Cape Agulhas Municipality, as well as other Departments, at all stages of the project and as required;
- c) The service provider will be responsible for preparing the draft Invitation and Agenda to all meetings;
- d) The service provider shall be responsible for the taking and drafting of minutes of all meetings.
- e) Providing assistance to Cape Agulhas Municipality with regard to the establishment of the Duiker Street Struisbaai Harbour Technical Committee (WADNC);
- f) An appropriate public participation process as per legislative requirements of SPLUMA, LUPA and NEMA;
- g) The service provider will be responsible for presenting detailed monthly project progress reports at PMT meetings; and
- h) The service provider will be responsible for presenting progress and different aspects of the WADN at the WADNC meetings.
- i) The service provider will be responsible to compile and present the report to the CAM Tribunal.

## **8. RESPONSIBILITY OF THE CAPE AGULHAS MUNICIPALITY**

The following broad roles and responsibilities apply to Cape Agulhas 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;
- 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 service provider 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.

## **9. PROJECT OR CONTRACT PERIOD**

The timeframe envisaged for the duration of the project is approximately 12 months from the date of appointment. The bid proposal must conform to this requirement.

## **10. RESPONSIVENESS OR QUALIFICATION CRITERIA**

Responsiveness in terms of this document refers to the bidder's adherence and compliance to the requirements set out in this section in order for the Cape Agulhas Municipality to evaluate their bid.

### **10.1 Administrative responsiveness:**

- e) Bid forms must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in black ink;
- f) Submission of the bid document as is without removing any pages;
- g) Submission of Invitation to Bid at the Cape Agulhas Municipal Offices, 1 Dirkie Uys Street, Bredasdorp; and
- h) Submission of an original valid Tax Clearance Certificate, Business Registration Certificate e.g. CK1, certificate of incorporation and B-BBEE Status Level Verification Certificate.

### **10.2 Functional responsiveness:**

- b. 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 their technical competence in relation to the project's objectives and track record of relevant expertise & 7 years' experience. In order 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.
- a. 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.
- b. 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.:



- iv. A detailed breakdown of the various tasks, subtasks, calendar time allocation, resources allocated, major activities and milestones relative to cash flow expectations;
- v. 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 Detailed breakdown of budget and cash flows for each of the components and phases. The three main phases should be as follows:
  - Phase I            Inception Report
  - Phase II           Public Participation and collection of existing data and draft report
  - Phase III           FINAL REPORTS
  - Phase IV           Approval of planning and Environmental applications.
- vi. 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.

**11. INTELLECTUAL PROPERTY**

- 11.1 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 be transferred to the Cape Agulhas Municipality, unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties.
- 11.2 All information documents, digital/spatial information, records and books provided by the Cape Agulhas Municipality to any service provider in connection with the proposal or otherwise are strictly private and confidential. The Cape Agulhas Municipality reserves the right to disclose any information provided by any service provider to any of the employees of the Cape Agulhas Municipality.

**12. 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 3<sup>rd</sup> party gain. All communication with the media regarding this project (if any) will be conducted through the communication component of the Cape Agulhas Municipality.

**13. 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.

Name of Bidder ..... Signed .....

**2. PRICING SCHEDULE - PLANNING, SURVEY, ENVIRONMENTAL, ENGINEERING AND ARCHITECTURAL SERVICES TO DEVELOP THE WAENHUISKRANS/ARNISTON NODE BEHIND THE RESORT**

**PLEASE NOTE**

- Document MUST be completed in non-erasable black ink
- The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.

Are you/is the firm a registered VAT Vendor	INDICATE WITH AN „X“							
	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:

<b>Phase I</b> INCEPTION REPORT 2018/19	R _____
<b>Phase II</b> PUBLIC PARTICIPATION AND COLLECTION OF EXISTING DATA AND DRAFT REPORTS 2019/20	R _____
<b>Phase III</b> FINAL REPORT 2019/20	R _____
<b>SUB TOTAL</b>	R _____
<b>15 % VAT</b>	R _____
<b>TOTAL</b>	R _____

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

Signed ..... Date .....

Name ..... Position .....

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

## 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 or a printed Tax Clearance certificate must** be submitted together with the bid. **Failure to submit** a Tax Compliance status pin or a printed Tax Clearance certificate **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 and printed TCC.**
- 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 CLEARANCE CERTIFICATE

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 and a printed Tax Clearance certificate**, as issued by the South African Revenue Service.

**Failure to submit** a Tax Compliance status pin or a printed Tax Clearance certificate **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 on .....20...., 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.

<b>Section 1: Enterprise details</b>	
<b>Name of enterprise</b>	
<b>Contact Person</b>	
<b>Email</b>	
<b>Telephone</b>	
<b>Cellphone</b>	
<b>Fax</b>	
<b>Physical Address</b>	
<b>Postal Address</b>	
<b>Central supplier database registration number</b>	MAAA

<b>Section 2: Particulars of companies and close corporations</b>	
<b>Company / Close Corporation registration number:</b>	

<b>Section 3: SARS information:</b>	
<b>Tax reference number:</b>	
<b>VAT registration number, if any:</b>	

<b>Section 4: CIDB registration number:</b>	n/a
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**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.

<b>Section 6: Banking Details of companies and close corporations</b>
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)**  

<b>Signature</b>	<b>Position</b>	<b>Date</b>

<p style="text-align: center;"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____</p> <p>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.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p><b>Apply official stamp of authority on this page:</b></p>
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**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 (**form available in the tender document**);

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

<u>Description of Contract</u>	<u>Name of Employer</u>	<u>Contact person</u>	<u>Tel number:</u>	<u>Value of contract Inclusive of VAT (Rand)</u>	<u>Date completed</u>

*\*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.....

Position.....

Tenderer.....

## SCHEDULE 1G – KEY PERFORMANCE INDICATORS

1. KEY PERFORMANCE INDICATORS (KPIs)	
1.1.	Work(s) performed / goods delivered within timeframes specified
1.2.	Work(s) performed / goods delivered within financial framework specified
1.3.	Acceptable quality of work(s) performed / goods delivered
1.4.	OTHER:
(a)	
(b)	
(c)	
(d)	
(e)	
<p>I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.</p> <p>I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.</p>	

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## SCHEDULE 1H: NATIONAL SMALL BUSINESS ACT NO. 102 OF 1996 CLASSIFICATION

The following table must be completed in order to establish whether a business can be classified as an SMME in terms of the National Small Business Amendment Bill pertaining to the National Small Business Act 102 of 1996. Indicate the sector by ticking the corresponding information blocks.

### National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1		2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification		Size of class	Total full-time equivalent of paid employees	Total annual turnover	Total gross asset value (fixed property excluded)	Indicate the category of your business
Please indicate your Sector "X"			Less than:	Less than:	Less than:	"X"
All Tiers of Government 00001 - 09999		Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Agriculture 11001 - 14999		Medium	100	R 5 m	R 5 m	
		Small	50	R 3 m	R 3 m	
		Very small	10	R 0.50 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Mining and Quarrying 21001 - 29999		Medium	200	R 39 m	R 23 m	
		Small	50	R 10 m	R 6 m	
		Very small	20	R 4 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Manufacturing 30001 - 39999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Electricity, Gas and Water 41001 - 42999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5.10 m	R 1.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Construction 50001 - 50999		Medium	200	R 26 m	R 5 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Wholesale Trade, Commercial Agents and Allied Services 58001 - 61999		Medium	200	R 64 m	R 10 m	
		Small	50	R 32 m	R 5 m	
		Very small	20	R 6 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Retail and Motor Trade and Repair Services 62101 - 63500		Medium	200	R 39 m	R 6 m	
		Small	50	R 19 m	R 3 m	
		Very small	20	R 4 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Catering, Accommodation and other Trade 64101 - 64299		Medium	200	R13 m	R 3 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 1.50 m	R 0.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Transport, Storage and Communications 71001 - 75999		Medium	200	R26 m	R 6 m	
		Small	50	R13 m	R 3 m	
		Very small	20	R 3 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Finance and Business Services 81001 - 88999		Medium	200	R 26 m	R 5 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Community, Social and Personal Services 91001 - 99999		Medium	200	R 13 m	R 6 m	
		Small	50	R 6 m	R 3 m	
		Very small	20	R 1 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	

Signed .....

Date .....

Name .....

Position .....

## **SPECIAL CONDITIONS & EVALUATING CRITERIA**

The following general conditions will apply to the tender:

Die volgende algemene voorwaardes ten opsigte van die tender sal geld

1. **Documents may only be completed in black ink.** Dokumente mag slegs in swart ink voltooi word.
2. **All bids must be submitted in writing on the official forms (not re-typed).** Alle tenders moet skriftelik op die amptelike vorm ingedien word ( nie oor getik nie).
3. **The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.** Die gebruik van korrigeerlak / tape op die tender dokumente word nie toegelaat nie. As daar 'n fout is, trek 'n lyn deur dit, die parafeer langs dit en maak die regstelling direk bo / onder / langs dit.
4. Tenders must be completed in full and each page must be initialed. No page should be removed from the document. Tenders moet in alle opsigte volledig voltooi word en elke bladsy geparafeer. Geen bladsy mag uit die dokument verwyder word nie.
5. 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 2011
  - (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**
6. 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. Ons onderneem om betaling vir die dienste wat gelewer word in ooreenstemming met die terme en voorwaardes van die kontrak, binne 30 (dertig) dae na ontvangs van 'n faktuur te maak.
7. A firm completion period/date must be indicated from the official order date. 'n Bestendige voltooiings tydperk moet aangedui word vanaf die amptelike bestelling uitgereik is.
8. No bid will be accepted from persons in the service of the state. Geen tenders sal aanvaar word vanaf persone wie in diens van die staat is.
9. Sealed Tender, marked "**Tender Nr: SCM32/2018/19 PROFESSIONAL SERVICES**", 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, 26 April 2019** after which it will be opened in public. Tenders may only be submitted on the prescribed official document. Verseëld tenders, gemerk "**Tender Nr: SCM32/2018/19 PROFESSIONELE DIENSTE**" moet in die tenderbus by die Munisipale Kantore geplaas word te Dirkie Uysstraat 1, Bredasdorp, of gepos word om die Munisipale Bestuurder, Kaap Agulhas Munisipaliteit, Posbus 51, Bredasdorp, 7280 te bereik nie later nie as 12:00 op **Vrydag, 26 April 2019**, waarna dit in die publiek oopgemaak sal word. Tenders mag slegs ingedien word op die voorgeskrewe tender document.
10. 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.** Die Raad behou die reg voor om nie die laagste of enige tender te aanvaar nie. Geen fakse of e-pos sal aanvaar word nie en **slegs die munisipale tender vorm, soos verskaf, mag gebruik word.**
11. A Tax Compliance status pin or a printed Tax Clearance certificate, as issued by the South African Revenue Service, **must** be submitted with the tender, otherwise the tender will be disqualified.



12. 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. **Die 80/20 punteseelsel volgens die Kaap Agulhas Munisipale Verkrygingsbeleid sal met die toekenning van die tender gebruik word.** Die tender sal op die **twee-fase sisteem** evalueer word. Eerstens vir funksionaliteit en daarna vir prys en voorkeur.

13. **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.

14. 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.

15. **TEST FOR RESPONSIVENESS**

15.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

15.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract,
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

16. **The tender must be valid up to 90 days after the closing date. Die aanbod moet geldig wees vir 90 dae na na die sluitingsdatum**

## 17. EVALUATION CRITERIA

### 17.1 Functionality Criteria

#### Scoring Quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_o / M_s$$

Where:  $S_o$  is where:

$S_o$  is the score for quality allocated to the submission under consideration;

$M_s$  is the maximum possible score for quality in respect of a submission, equals 950 points; and

$W_2$  is the maximum possible number of tender evaluation points awarded for the quality and equals 100

Quality criteria	Sub criteria	Reference In Bid (Page numbers/map reference)	Max No of points
Approach paper which responds to the proposed scope of work/project design and outlines proposed approach / methodology and work plan complete with time frames. <b>(Complete Schedule 1)</b>	Technical approach, methodology & innovation		15
	Work plan		15
Organization and staffing <b>(Complete schedule 2)</b>			15
Experience of the key staff (assigned personnel) in relation to the scope of work. <b>(Complete Schedule 3 &amp; 4)</b>	General Experience		10
	Adequacy of the assignment		10
	Knowledge of issues pertinent to the project		10
Professional Service Provider's experience with respect to specific aspects of the project/comparable projects. <b>(Complete Schedule 5)</b>	Qualification and registration (where applicable) of all key practitioners on project team		15
Maximum possible score for quality ( <b>Ms=90x10</b> )			90

Scores will be allocated as a percentage of 0, 50, 70, or 100 of the maximum number of points available to each of the criteria and sub-criteria based on the indicators contained in these schedules. The scores of each of the evaluators will then be averaged, weighted and then totaled to obtain the final score for quality.

**\*Tenderers must score a minimum of 70 points for Quality to be considered for this contract**

## 17.2 Price & Preference

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;

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<sub>s</sub> = Points scored for comparative price of bid under consideration  
P<sub>t</sub> = Comparative price of bid under consideration  
P<sub>min</sub> = Comparative price of lowest acceptable bid

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

## QUALITY EVALUATION SCHEDULE 1: APPROACH PAPER

The approach paper must respond to the proposed scope of work / project design and outline the proposed approach / methodology and proposed work plan complete with time frames, and where relevant and appropriate, propose the scope of work and/or modifications to the scope of work. The approach paper should articulate what the tenderer is offering to provide for the price tendered in the pricing data.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available data carrying out investigations, analyses, and studies; and comparing alternative solutions) and address any modifications to or fully develop the scope of work proposed by the Employer. Innovations which include the design of appropriate systems which encourage employment and empowerment of members of the local community will be noted. The approach should also include a quality plan which outlines processes, procedures and associated resources, (including any nominated subcontractors and specialists) applied by whom and when, to meet the requirements.

The technical approach and methodology portion of the approach paper, read in conjunction with the work plan, should form the basis of the scope of work incorporated in the contract with the successful tenderer. Accordingly, this portion of the approach paper should clearly articulate the project deliverables.

The tenderer must attach his / her approach paper to this page.

The scoring of the approach paper will be as follows:

<b>Technical approach and methodology</b>		<b>Work plan</b>
<b>Poor (score 0%)</b>	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is lack of clarity and logic in the sequencing.
<b>Satisfactory (score 50%)</b>	The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan is too generic.	All key activities are included in the activity schedule, but are not detailed. There are minor inconsistencies between timing, project deliverables and the proposed approach.
<b>Good (score 70%)</b>	The approach is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the project.	The work plan fits the approach paper well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan.
<b>Very Good (score 100%)</b>	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs	Besides meeting the "good" rating, decision points and the sequencing and timing of activities are very well defined, indicating that the tenderer has optimized the use of resources. The work plan permits flexibility to accommodate contingencies.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## QUALITY EVALUATION SCHEDULE 2: PROPOSED ORGANIZATION AND STAFFING

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and all nominated sub-contractors. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows:

<b>Poor (score 0%)</b>	The organization chart is sketchy, the staffing plan is weak in important areas, or the staffing schedule is inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities.
<b>Satisfactory (score 50%)</b>	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate and staffing is consistent with both timing and deliverables.
<b>Good (score 70%)</b>	Besides meeting the "satisfactory" rating, staff are well balanced i.e. they show good coordination, complimentary skills, clear and defined duties and responsibilities, and limited number of short term experts. Some members of the project team have worked together before on limited occasions.
<b>Very Good (score 100%)</b>	Besides meeting the "good" rating, the proposed team is well integrated and several members have worked together extensively in the past.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date.....

Name ..... Position .....

Tenderer.....

## QUALITY EVALUATION SCHEDULE 3 & 4: EXPERIENCE OF KEY STAFF

Experience of the key staff (assigned personnel including nominated sub-contractors) in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.
- 2) The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of each key staff member (including nominated sub-contractors) of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

- 1) Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
  - professional awards
- 2) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3) Name of current employer and position in enterprise
- 4) Overview of post graduate / diploma experience (year, organization and position)
- 5) Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows:

	General experience (Greater weighting will be given to the team leader)	<b>Adequacy for the assignment</b> (Greater weighting will be given to the team leader)	<b>Knowledge of issues pertinent to the project</b> (Greater weighting will be given to the team leader)
<b>Poor (score 0%)</b>	Key staff have limited levels of general experience	Key staff have limited levels of project specific education, training and experience. <b>No details of the specialist resources are provided.</b>	Key staff have limited experience of issues pertinent to the project. <b>(Participation in a SDF project. Not in a leadership capacity).</b>
<b>Satisfactory (score 50%)</b>	Key staff have reasonable levels of general experience  <b>Between 1-5 years' experience in similar projects.</b>	Key staff have reasonable levels of project specific education, training and experience. <b>(Specialist skills and competencies included in the team eg. Project management, proof of qualifications is not provided)</b>	Key staff have reasonable experience of issues pertinent to the project. <b>(Participation in 3-6 SDF project).</b>
<b>Good (score 70%)</b>	Key staff have extensive levels of general experience  <b>Between 5-10 years of experience in similar projects.</b>	Key staff have extensive levels of project specific education, training and experience. <b>(Specialist skills and competencies included in the team eg. Project management, proof of qualifications is provided)</b>	Key staff have extensive experience of issues pertinent to the project. <b>(Participation in 3-6 compliant SDF project).</b>
<b>Very Good (score 100%)</b>	Key staff have outstanding levels of general experience  <b>Over 10 years of experience in similar projects</b>	Key staff have outstanding levels of project specific education, training and Experience. <b>(Specialist skills and competencies included in the team eg. Project management.</b>	Key staff have outstanding experience of issues pertinent to the project. <b>(Participation of 6 compliant SDF project).</b>

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer.....

## QUALITY EVALUATION SCHEDULE 5: TENDERER'S EXPERIENCE

The experience of key staff members / experts in the employ of the tenderer in similar projects or similar areas and conditions in relation to the scope of work will be evaluated.

Tenderers should very briefly describe their experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date Started/completed

The scoring of the tenderer's experience will be as follows:

<b>Poor (score 0%)</b>	Tenderer has limited experience. More than 20% environmental assessment referred back by department DEA.
<b>Satisfactory (score 50%)</b>	Tenderer has relevant experience but has not dealt with the critical issues specific to the assignment.
<b>Good (score 70%)</b>	Tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances.
<b>Very Good (score 100%)</b>	Tenderer has outstanding experience in projects of a similar nature. <b>Includes letters of reference</b>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

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: SCM32/2018/19 PROFESSIONAL SERVICES**

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.

**1. The offered total of the prices inclusive of value added tax is - To Develop the Duiker Street to Struisbaai Harbour Precinct Development Plan with Proposed Land Uses as Part of the Cam SDF Process**

..... Rands (in words);

R.....in figures

**2. The offered total of the prices inclusive of value added tax is - Planning, Survey, Environmental, Engineering and Architectural Services to Develop the Waenhuiskrans/Arniston Node Behind the Resort**

..... 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](http://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**

**TABLE OF CLAUSES**

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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 ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

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

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

21.3 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.

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, hareholder<sup>2</sup>):.....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number:.....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers 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. ....

<sup>1</sup>MSCM Regulations: “in the service of the state” means to be –

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

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and 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:

<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> 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)
<input type="checkbox"/> a member of any provincial legislature	<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a provincial legislature
<input type="checkbox"/> a member of the board of directors of any municipal entity	
<input type="checkbox"/> an official of any municipality or municipal entity	

**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:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> 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
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

#### 80/20

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

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 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

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

<b>6.1 B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate</b>	
<b>6.2 Points claimed in respect of Level of Contribution (maximum of 20 points)</b>	

(Points claimed in respect of paragraph 6.1 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.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
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		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

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

**Registered Account Number:** .....

**Stand Number:**.....

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

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to render services described in the attached bidding documents to **Cape Agulhas Municipality** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **SCM32/2018/19** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment 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 **DEAN O'NEILL** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **SCM32/2018/19** dated **26 APRIL 2019** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
PROFESSIONAL SERVICES				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).
- 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	<p>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?  <b>(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).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	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 bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:**

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**SCM32/2018/19 PROFESSIONAL SERVICES**

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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. 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