



Development of Peddie and Hamburg towns local Spatial Development Framework / Precinct Plans

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT):	
BID NUMBER:	8/2/038/2022-2023

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The municipality is not obliged to appoint the cheapest tenderer and reserves a right not to accept any submission and to re-advertise if it so wishes.
- CSD report of the Bidder must be submitted.
- All quotations to be submitted with required supporting documents, i.e. Certified identity doc not more than 3 months, BBBEE Certificate / Sworn Affidavit, Valid Tax Clearance Certificate, Ck doc and must be registered on CSD.
- Submit completed MBD's 4, 8 and 9.
- **Non-Responsive Tenders:** Valid tenders will be declared non – responsive if and eliminated from further evaluation if: The tenderer has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's database as a person prohibited from doing business with the public sector.
- **All pages must be initialled, failure to do so will result in disqualification**
-
- Must provide a Municipal Levy Clearance Certificate/Municipal account of not older than three months from a municipality where the entity operates (lease agreements and sworn statements / affidavits are also accepted) **Must submit rates clearance for company. Failure to do so will result in disqualification.**

PREPARED AND ISSUED BY:

Directorate: Budget and Treasury
Office
Supply Chain Management Unit
NGQUSHWA Municipality
No: 313 Main Street, ERF,5640

CONTACT FOR ENQUIRIES REGARDING SPECIFICATIONS:

Ms B Mnyovu
Spatial Manager
Tel. Number: 040 6733 095

TENDER NUMBER:					
TENDER TITLE:					
CLOSING DATE:		CLOSING TIME:			
SITE MEETING:	DATE:		TIME:		COMPULSORY:
SITE MEETING ADDRESS:					
CIDB GRADING REQUIRED:		LEVEL AND CATEGORY:			
BID BOX NO:		SITUATED AT: Budget and Treasury Office between the hours 08H00 till 16H30, 313 Main Street, Ngqushwa, 5640 before or not later than the dates as indicated			
OFFER TO BE VALID FOR:		DAYS FROM THE CLOSING DATE OF BID.			

TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)			
NAME OF TENDERER:			
NAME OF CONTACT PERSON:			
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE #:		FAX NO.	
E-MAIL ADDRESS:			

DATE:	
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SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

PLEASE NOTE:

1. Tenders that are deposited in the tender box.
2. Tender box deposit slot is 28cm x 2.5cm.
3. Mailed, telegraphic or faxed tenders will not be accepted.
4. If the bid is late, it will not be accepted for consideration.
5. Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:		
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES
CONTACT PERSON:	Mr A Dlula	Ms B Mnyovu
TEL. #	040 6733 095	040 6733 095

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**PART A – ADMINISTRATIVE REQUIREMENTS IN
TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

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1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
Tax Clearance Certificate Is an Tax pin and VALID Tax Clearance Certificate attached?	Yes	No	
MBD 4 (Declaration of Interest) Is the form duly completed and signed?	Yes	No	
MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	No	
MBD 6.2 (Local Content Declaration) Is the form duly completed and signed?			
MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?	Yes	No	
MBD 15 (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes	No	
MBD16 (Key Performance Indicators) Is the form duly completed and signed?	Yes	No	
Specifications Is the form duly completed and signed?	Yes	No	
MBD 7.1 (Contract form – Goods) Is the form duly completed and signed?	Yes	No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

2. TENDER NOTICE & INVITATION TO TENDER



TERMS OF REFERENCE FOR THE DEVELOPMENT OF HAMBURG TOWN LOCAL SPATIAL DEVELOPMENT FRAMEWORK /PRECINCT PLAN FOR NGQUSHWA LOCAL MUNICIPALITY

TENDER NO.	BRIEF DESCRIPTION	CLOSING DATE	ENGQUIRIES
8/2/038/2022-2023	Development of Peddie and Hamburg towns local Spatial Development Framework/ Precinct Plans	17 October 2022 @11:00am	Technical Queries :Ms B. Mnyovu bmnyovu@ngqushwamun.gov.za SCM Queries: Mr A Dlula adlula@ngqushwamun.gov.za

NGQUSHWA Municipality hereby invites submission of tenders for the following Projects: -
All tenders submitted will be evaluated in terms of the Council's Supply Chain Management Policy and Preferential Procurement Regulations (2017).

NB: Bidders who are working for state will not be considered.

Tender documents are downloaded from our website for **free** ([www, ngqushwamun.gov.za](http://www.ngqushwamun.gov.za)), 313 Main Street, Municipal Building, Peddie, 5640,

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Price	- 80 points
B-BBEE Status Level of contributor	- 20 points
TOTAL	100 points

CRITERIA	WEIGHTING
COMPANY EXPERIENCE	40
COMPANY EXPERTISE	30
METHODOLOGY	30

A minimum total score of 70 points out of 100 must be obtained in order for the bid to proceed to the Financial Evaluation

THE FOLLOWING DOCUMENTS MUST ACCOMPANY TENDERS SUBMITTED BY PROSPECTIVE SERVICE PROVIDERS IN ORDER FOR THEM TO BE CONSIDERED. FAILING WHICH THEY WILL BE DISQUALIFIED:-

- The municipality is not obliged to appoint the cheapest tenderer and reserves a right not to accept any submission and to re-advertise if it so wishes.
- CSD report of the Bidder must be submitted. **NB* Bidders will not be disqualified from further evaluation if non-compliant as a results of the lockdown period**
- All quotations to be submitted with required supporting documents, i.e. Certified identity doc not more than 3 months, BBBEE Certificate / Sworn Affidavit, Valid Tax Clearance Certificate and must be registered on CSD.
- Submit completed MBD's 4, 8 and 9.

- **Non-Responsive Tenders:** Valid tenders will be declared non – responsive if and eliminated from further evaluation if: The tenderer has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury’s database as a person prohibited from doing business with the public sector.
- Must provide a Municipal Levy Clearance Certificate/Municipal account of not older than three months from a municipality where the entity operates (lease agreements and sworn statements / affidavits are also accepted) **Must submit rates clearance for company. Failure to do so will result in disqualification.**

Mr V MBANGI
ACTING MUNICIPAL MANAGER

MUNICIPALITY



DESCRIPTION /CRITERIA	Maximum points Allowed	Allocation
List of similar types of projects undertaken (min. 4 projects) – Attach proof of award and reference letters signed by authorised personnel– 5 points per project	20	
Projects not similar but with sufficient related experience (min. 5 projects) - Attach proof of award and reference letters -1 point per project	5	
5 or more year of experience of firm in operation (Company Registration)	15	
Total for Experience	40	
Project Director/Leader: Registered Town Planner or Technical Planner with at least 5 years experience. – Attach CV and Registration Certification	15	
Town Planner : Registered Senior Town Planner or Technical Planner or Senior technician with at least 5 years experience - Attach CV and Registration Certification	5	
Detailed organogram and list of personnel on the project	5	
Proof of all relevant Town Planning professional affiliations - attach certification	5	
Total for Expertise	30	
Sufficiently detailed Methodology and Implementation Plan	15	
Detailed list of resources available and/or required for the project	5	
Project Management approach with Milestone and Detailed time allocation schedule for site staff (Gantt Chart)	10	
Total for Methodology	30	

A minimum total score of 80 points out of 100 must be obtained in order for the bid to proceed to the Financial Evaluation

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3. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

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

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

2.1. **If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	

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Specimen Signature	
---------------------------	--

Full name and surname of ALL Director(s) / Member (s)					
1.		2.			
3.		4.			
5.		6.			
7.		8.			
9.		10.			
Is a CERTIFIED COPY of the resolution attached?			<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO				

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms

_____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Signature

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SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____

_____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms.

_____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

- 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 as 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:
 - 7.3.1. 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
 - 7.3.2. 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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an 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. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery

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

11. Insurance

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

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

13. Incidental

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

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. 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

13.1.5. 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:

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- 14.1.1. 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;
- 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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 fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

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

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

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

21. Delays in the supplier's performance

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

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

22. Penalties

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:
- 23.1.1. 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;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. 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 firstmentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase 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:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and

23.6.4. the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

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

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,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1. 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

MUNICIPALITY

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

- 28.1.2. 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

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

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

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

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.

GENERAL CONDITIONS OF TENDER

MUNICIPALITY

1. Sealed tenders, with the “**description of tender .**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the NGQUSHWA Municipality, Budget and Treasury Office.
2. The tender must be lodged by the Tenderer in the tender box in the Main building at Budget and Treasury Office
3. **PLEASE NOTE:**
 - 3.1. Tenders that are deposited in the tender box.
 - 3.2. Tender box deposit slot.
 - 3.3. Mailed, telegraphic or faxed tenders will not be accepted.
 - 3.4. Documents may only be completed in black ink.
 - 3.5. The use of correction fluid/tape is not allowed.
 - 3.5.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 3.5.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 3.6. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 3.7. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT.**
4. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
5. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
6. Tenders shall be opened in public at the NGQUSHWA Municipal Offices as soon as possible after the closing time for the receipt of tenders.
7. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 - 7.1. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 7.2. The tenderer shall declare **all** the Municipal account numbers in the NGQUSHWA Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co responsible.
8. This bid will be evaluated and adjudicated according to the following criteria:
 - 8.1. Relevant specifications
 - 8.2. Value for money
 - 8.3. Capability to execute the contract
 - 8.4. PPPFA & associated regulations

[Insert any other criteria]

9. Invoices

MUNICIPALITY

All correct invoices must be forwarded in time to the following address to ensure payment terms are upheld:

NGQUSHWA Municipality
313 Main Street
Peddie,
5640

10. Value-Added Tax (VAT)

- 10.1. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.
- 10.2. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
- 10.3. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.
- 10.4. The VAT registration number of the Municipality is 4014295000.

11. Standard Payment Terms

- 11.1. All money owed by the municipality must be paid within 30 calendar days of receiving the relevant correct invoice or statement, unless prescribed otherwise for certain categories of expenditure.
- 11.2. Payment Cycles for the first 12 months of business with the NGQUSHWA Municipality to Survivalist enterprises / Micro-enterprises
 - 11.2.1. Survivalist enterprises / Micro-enterprises are entitled to a weekly payment cycle by the Municipality on approval of application.
 - 11.2.2. In order to qualify for a weekly payment, a supplier must be classified as a Survivalist enterprises / Micro-enterprise on the Municipality's supplier database.
 - 11.2.3. A weekly payment to Survivalist enterprises / Micro-enterprises is not a right in terms of this policy. Survivalist enterprises / Micro-enterprises may request such payments which may be made at the discretion of the Municipality.
 - 11.2.4. All deliveries must be accompanied by either a delivery note indicating the correct prices, a Pro-forma invoice or an official invoice in order for the Municipality to execute payment terms in the agreed time. Invoices will be accepted in hard copy or electronic

format. This term will form part of the contract, if and when successfully accepted by the Municipality.

11.3. Payment will be done in South African Rand. When items are imported, the exchange rate on order date will apply.

MBD 2

6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificates 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

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MBD 4

7. MBD 4 _ DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
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, shareholder ² etc.)													
3.4.	Company Registration Number													
3.5.	Tax Reference Number													
3.6.	VAT Registration Number													

3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

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

1. a member of –
 - i. any municipal council; ii.
 - any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;



MBD 4

2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. 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); 5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

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

3.9.	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	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a 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	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				

3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES	NO
3.12.1.	If so, furnish particulars:		

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MBD 4

3.13.	Do you or any of the directors, trustees, managers, principal 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
3.13.1.	If so, furnish particulars:		

3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State³ Employee Number



MBD 4

NB:

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)

b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			

POSITION	
NAME OF COMPANY	

³ MSCM Regulations: "in the service of the state" means to be –

1. a member of –
2. any municipal council;
3. any provincial legislature; or
4. the National Assembly or the National Council of Provinces;
5. a member of the board of directors of any municipal entity;
6. an official of any municipality or municipal entity;
7. 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); 8. a member of the accounting authority of any national or provincial public entity; or
9. an employee of Parliament or a provincial legislature.

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..... preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

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

ADJUDICATION USING A POINT SYSTEM

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

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 or 90/10

$$P_s = \frac{P_t - P_{min}}{P_t - P_{min}} \times 80 \quad \text{or} \quad P_s = \frac{P_t - P_{min}}{P_t - P_{min}} \times 90$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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

- 4.1 In terms of Regulation 5 (2) and 6 (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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14

4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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 contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form; iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a 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

.....

.....

.....

FOR INFORMATION PURPOSES ONLY

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

1. EME B-BBEE STATUS LEVEL CERTIFICATES ISSUED BY AUDITORS AND ACCOUNTING OFFICERS AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (ONLY IN TERMS OF THE CODES OF GOOD PRACTICE OF 2007)

- 1.1. Certificates issued by an Auditor or Accounting Officer will be issued on his or her letterhead with the practice number and contact number clearly specified on the face of the Certificate.
- 1.2. When confirming the validity of such a certificate, the following should be detailed on the face of the certificate:
 - 1.2.1. The Auditor's / Accounting Officer's letterhead with **FULL contact details**;
 - 1.2.2. The Auditor's / Accounting Officer's **practice number**;
 - 1.2.3. The name and **physical location of the measured entity**;
 - 1.2.4. The registration number and, where applicable, the VAT number of the measured entity;
 - 1.2.5. **The date of issue and date of expiry**;
 - 1.2.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
 - 1.2.7. The **total black shareholding** and **total black female shareholding**.

2. BIDDERS OTHER THAN EMES

These bidders **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.

8.

MBD 6.2. – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

1. Introduction

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the:

- General Conditions,
- Definitions,
- Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017; and
- South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011

(Edition 1)¹ and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates ○ Annexure C- Local Content Declaration: Summary

Schedule, ○ Annexure D- Imported Content Declaration: Supporting Schedule to Annex C and ○ Annexure E- Local Content Declaration: Supporting Schedule to Annex C.

2. General Conditions

- 2.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 2.2 Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 2.3 Where necessary, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 2.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 2.5 The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - (x/y) \times 100$$

Where

- x - imported content
- y - bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

- 2.6 A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annexure C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annexure C, D and E) have been audited and certified as correct.

3. Definitions

- 3.1 **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 3.2 **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 3.3 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 3.4 **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 3.5 **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 3.6 **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus

¹ The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial-development/ip.jsp> at no cost.

freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

- 3.7 “**local content**” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 3.8 “**stipulated minimum threshold**” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 3.9 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

4. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

5. Does any portion of the services, works or goods offered have any imported content? (Tick applicable box)

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

5.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annexure A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Yuan	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

6. Were the Local Content Declaration Templates (Annexure C, D and E) audited and certified as correct? (Tick applicable box)

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

6.1 If yes, provide the following particulars:

a) Full name of auditor:	
b) Practice number:	
c) Telephone and cell number:	
d) Email address:	

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer)

7. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer provide directives in this regard.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	

DATE:	
ADDRESS:	

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

In respect of Tender No. SC 1596/2015, issued by NGQUSHWA Municipality

NB

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annexure C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, _____(full names), do hereby declare, in my capacity as _____,

of _____,

(name of bidder entity), the following:

1. The facts contained herein are within my own personal knowledge.
2. I have satisfied myself that
 - a) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - b) the declaration templates have been audited and certified to be correct.
3. The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price (Excluding VAT) (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

4. I accept that the Municipality has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
5. I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Municipality imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

	SIGNATURE	DATE
--	------------------	-------------

TENDERER		
WITNESS 1:		
WITNESS 2:		

Local Content Declaration – Summary Schedule

NOTE: VAT to be excluded from all calculations

(C1) Tender No.			
(C2) Tender Description			
(C3) Designated product(s)			
(C4) Tender Authority			
(C5) Name of Tendering Entity			
(C6) Tender Exchange Rate	Currency		Rate
(C7) Specified local content %			

Calculation of local content							
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE



B. Imported directly by the Tenderer											Calculation of imported content		
Tender item no's (D20)	Description of imported content (D21)	Unit of measure (D22)	Overseas supplier (D23)	Foreign currency value as per Commercial Invoice (D24)	Tender Exchange Rate (D25)	Local value of imports (D26)	Freight costs to port of entry (D27)	All locally incurred landing costs & duties (D28)	Total landed cost (D29)	(D32) imported tenderer	Summary	Total value by	
										Tender Quantity (D30)	Total imported value (D31)		
										(D19) Total exempt imported value			
										This total must correspond with Annex C - C21			

Annexure D

Continued	ANNEXURE D -	SATS 1286.2011
Imported Content Declaration – Supporting Schedule to Annexure C		

C. Imported by a 3 rd party and supplied to the Tenderer				Calculation of imported content					
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

NOTE: VAT to be excluded from all calculations

(D45) Total imported value by 3

Summary	
Quantity imported	Total imported value
(D43)	(D44)
3 rd party	

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content and foreign currency payments – (D32), (D45) and (D52) above

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

This total must correspond with Annex C – (C23)

DATE

ANNEX E	SATS 1286.2011
Local content Declaration – Summary Schedule	

(E1) Tender No.		NOTE: VAT to be excluded from all calculations
(E2) Tender Description		
(E3) Designated product(s)		
(E4) Tender Authority		
(E5) Tendering Entity's Name		

LOCAL PRODUCTS (Goods, Services and Works)		
Description of items purchased	Local suppliers	Value
<i>(E6)</i>	<i>(E7)</i>	<i>(E8)</i>
(E9) Total local products (Goods, service and works)		

(E10) Manpower costs (Tenderer's own manpower cost)

(E11) Factory overheads (Rental, depreciation & amortization, utility costs, consumables, etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing interest, etc.)

(**E13) Total local content**

This total must correspond with Annex C - C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

9. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. 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.

4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?</p> <p><i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i></p>	Yes	No
4.1.1	<p>If so, furnish particulars:</p>		
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><i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i></p>	Yes	No

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		

MBD 8

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

MBD 9

10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. 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:

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

NGQUSHWA MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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

- 5.1. has been requested to submit a bid in response to this bid invitation;
- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. 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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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

11. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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 NGQUSHWA 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, etc.:

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.



Signature	Position	Date

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

12. MBD 16 – 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)

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.

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.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	

13. SPECIFICATIONS

SPECIFICATIONS PART 1 – GENERAL

1. Deliveries:

- a. Delivery must take place within the specified time indicated in the appointment letter of placing an official order where lead times have not been indicated on the tender document. b. Delivery address will be indicated on the official order as one of the following:
 - i. Budget and Treasury Office, Peddie 564 0
- c. Delivery of products must **include the off-loading** thereof at the supplier's own risk and cost to the designated delivery addresses as indicated above.
- d. Bidders must supply and ensure their own labour for the offloading of the products at the designated Municipal stores.
- e. The Municipality will place orders as and when required during the contract period.
- f. An official order must be issued before any delivery may be made to the Municipality.
- g. It will be required from the supplier to keep stock of products or to ensure that full delivery takes place according to the order quantities.

2. Pricing:

- a. All items on the Pricing Schedule, where detailed specifications apply, are listed under **B. PRODUCT SPECIFICATIONS**, and are cross referenced to the Pricing Schedule. In cases where a product does not have extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
- b. All fields must be completed for the tender to be considered. In cases where certain items cannot / are not provided by any one tenderer, it must be indicated as such on the tender document.
- c. Tenderers must furnish unit prices for the listed products only.
- d. All prices must include delivery **and off-loading** at the respective buildings mentioned in 1.b. above and **MUST EXCLUDE VAT**.

3. Quantity and Quantities

Quantity Standards

- i. Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be evaluated and will not be considered for award.
 - ii. In the event the Municipality elects to accept an alternative item purported to be equal/similar by the tenderer, acceptance of the item(s) will be conditional on the Municipality's inspection and testing after receipt.
 - iii. If, in the sole judgment of the Municipality, the item is determined not to be equal/similar, the item shall be collected by the Bidder and not be considered for award.
- b. **Quality Tests:** The Municipality may from time to time test the quality of the products and noncompliance may result in the termination of the contract.

- c. All product items should carry (minimum of 1 year) guarantees or warranties and defaults will be replaced at the cost of the supplier. It will be the responsibility of the supplier to ensure that the products are replaced (Retailers to Manufacturers), where applicable.
- d. Quantity projections based on historical data, are provided in all instances where it is possible; otherwise no estimated quantity projection is provided. The products will be ordered throughout the contract period as and when required. The NGQUSHWA Municipality will not be bound to the estimated quantities as mentioned in the Pricing Schedule. The tendered prices will be binding on this contract.

4. Information

- a. Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted. The complete Supply Chain Management Policy is available for inspection at the Municipal Offices.
- b. The tender must be valid for 90 (ninety) days after closing date.
- c. The contract period will be from date of commencement until One month and the agreement will be reviewed on an annual basis based on, *inter alia*, performance and pricing considerations.
- d. Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

5. Local Content

- a. In terms of Regulation 8 of the PPPFA Regulations 2017, the Department of Trade and Industry has identified the sector of Textile, Clothing, Leather and Footwear as part of its designated sectors, where in the award of bids local production and content is of critical importance. To this effect a minimum threshold percentage for local production and content for the sector has been determined to be 100%.
- b. Tenderers must therefore take cognizance of that fact that bids will be evaluated in terms of the minimum threshold of 100% local content and production and only bids which adhere to this requirement will be further evaluated.

B. PRODUCT SPECIFICATIONS

14. PRICING SCHEDULE

NOTE:

1. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
2. Document **MUST** be completed in non-erasable black ink.
3. **NO** correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

**TERMS OF REFERENCE FOR THE DEVELOPMENT OF HAMBURG TOWN LOCAL SPATIAL DEVELOPMENT
FRAMEWORK /PRECINCT PLAN FOR NGQUSHWA LOCAL MUNICIPALITY**

I _____ / _____ We

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

of _____ the _____ firm

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

PRICING SCHEDULE:



TENDER DOCUMENT

FOR

NGQUSHWA LOCAL MUNICIPALITY

PROJECT:

**DEVELOPMENT OF PEDDIE AND HAMBURG TOWNS LOCAL SPATIAL DEVELOPMENT
FRAMEWORK/PRECINCT PLANS**

BID NO:

DATE: SEPTEMBER 2022

Issued and Prepared by:

Ngqushwa Local Municipality

Spatial Planning and Land Use Management Department

Erf 313 Main Road

Peddie

5640

Acting Municipal Manager: Mr. V. Mbangi

TERMS OF REFERENCE FOR THE DEVELOPMENT OF HAMBURG TOWN LOCAL SPATIAL DEVELOPMENT FRAMEWORK /PRECINCT PLAN FOR NGQUSHWA LOCAL MUNICIPALITY

SCM Contact Person: Mr. A. Dlula

Spatial Planning & Land Use

Contact Person: Ms B. Mnyovu

Tel: 040 673 3095

Fax: 040 673 3771

NAME OF BIDDER: _____

BID AMOUNT: _____

1. INTRODUCTION AND BACKGROUND

Ngqushwa Municipality requires a service provider to undertake a detailed local spatial development /precinct plans for Peddie and Hamburg towns identified sub-precinct areas which are to align with the Municipal Spatial Development Framework in terms of Section 26 (e) of the Municipal Systems Act 32 of 2000 (Act No. 32 of 2000) and sections 4 & 10 of Ngqushwa Municipality Spatial Planning & Land Use Management By-laws (2016).

2. DEFINITION OF THE STUDY

- 2.1 A local area/Precinct Plan commonly refers in planning to a geographically smaller area with specific characteristics that requires detailed planning within the broader administrative boundaries of a municipality and the exact size of a precinct will thus vary. A precinct must be identified and delineated using cadastral maps and boundaries showing those land parcels that fall within and outside the precinct.
- 2.2 The plan can be developed to provide new desired development patterns to provide functional obsolete area, alter existing land use disparities, protect and promote existing predominant or preferred future dominant land uses and associated ancillary or compatible land uses. Examples of core attributes a precinct plan should protect and promote include:
- Agriculture;
 - intensive animal production;
 - nature conservation;
 - sport and recreation;
 - forestry;
 - water supply catchments and other water supply sources;

- rural or eco-tourism;
- extractive resources;
- functional built environment to promote:
 - Accessibility - paths and linkages
 - Equity - even distribution of resources
 - Integration - place making
 - Functionality - compatibility of land use activities
 - Sustainability - social, economic, institutional enhancement and environmental protection

2.3 This plan is a tool that sets out a vision for the future development trajectory of an area. It establishes a planning and management framework to guide development and land-use change and aims to achieve environmental, social and economic objectives.

2.4 The Plan should take into account all of the issues affecting the study areas, including its buildings and spaces, land uses, activities and transport. An essential aspect of the precinct planning process is feedback from the community on how the area should evolve. An important phase of the precinct planning process requires consultation with the community, residents, businesses and the development industry to determine the best outcome for the precinct area.

2.5 The Plan requires detailed and ongoing consultation with its local community. From the background research, analysis and consultation, the Precinct Plan should determine what is working well in an area and how this can be enhanced, and how the area can grow and change in the future. It provides clear strategies and detailed actions for how this can be achieved through the implementation of the Precinct Plan over time.

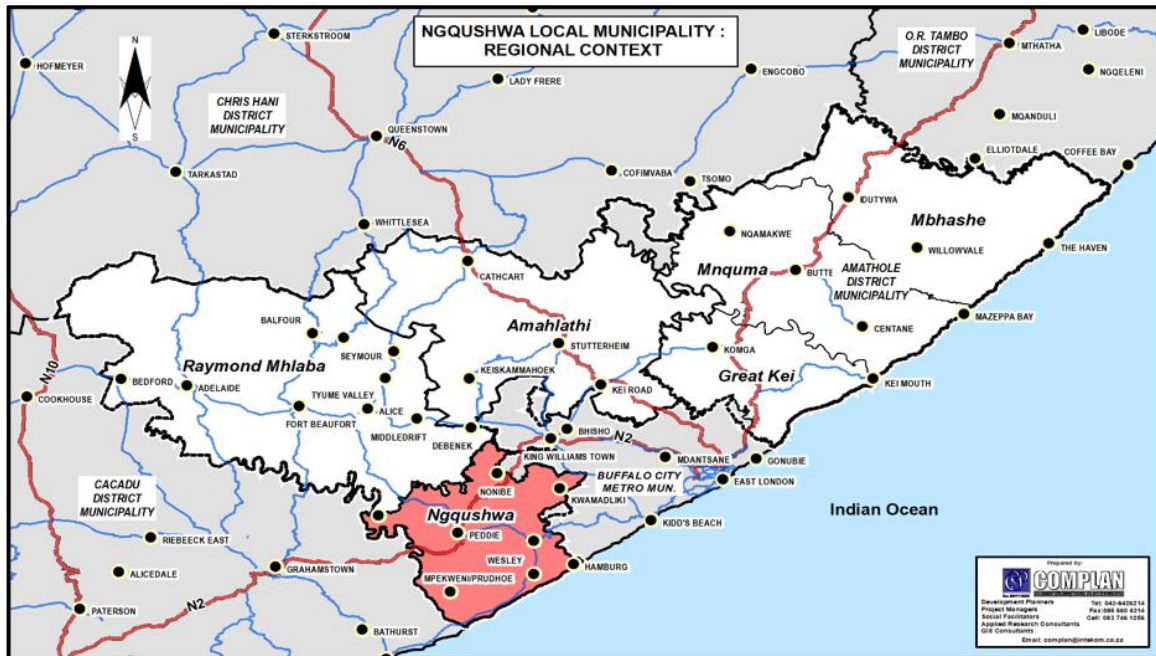
2.6 The plan will inform interventions by both the public and private sectors in order to facilitate economic growth and development through social, spatial and economic development or regeneration. The aim is to initiate, stabilize, consolidate and promote economic development in the precinct and to enhance business efficiencies and opportunities as a response to various government initiatives by proposing appropriate land-use interventions or densities within this nodal area.

2.7 The proposals in the local spatial/precinct plan should inform the overall development of the precinct in terms of medium to long-term strategic interventions required to promote the development of spatially and economically integrated precincts that are attractive, efficient, convenient, safe and effectively managed. The interventions will also promote restructuring, sustainable communities, economic development, poverty alleviation and environmental sustainability.

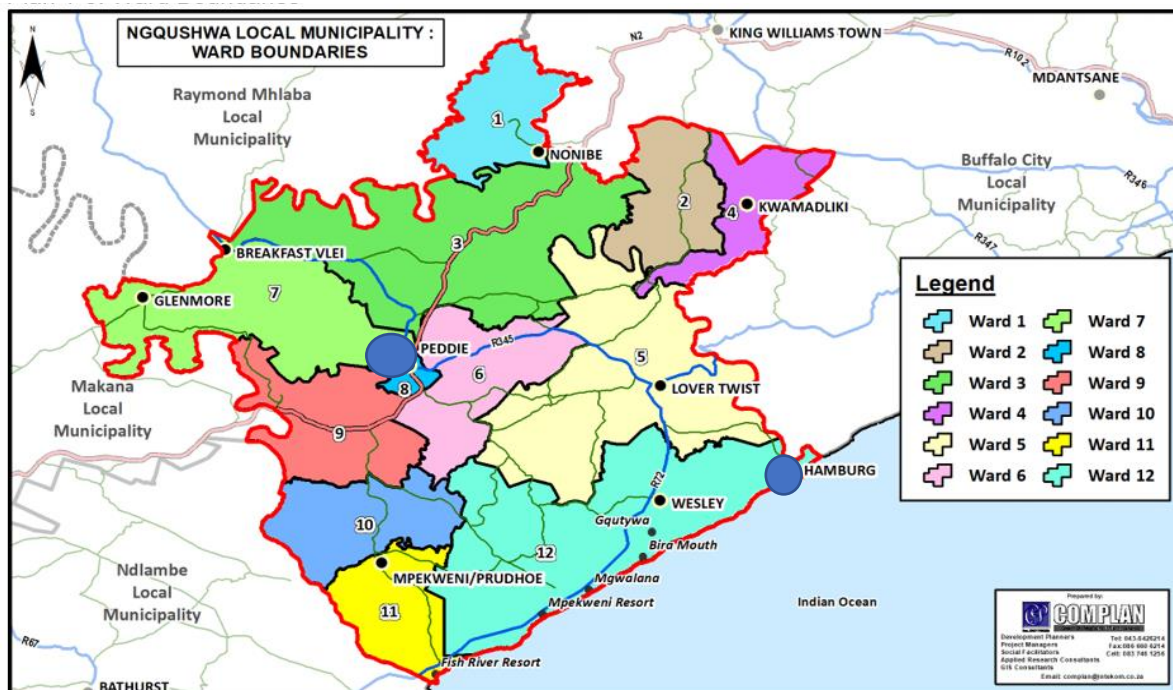
TERMS OF REFERENCE FOR THE DEVELOPMENT OF HAMBURG TOWN LOCAL SPATIAL DEVELOPMENT FRAMEWORK /PRECINCT PLAN FOR NGQUSHWA LOCAL MUNICIPALITY

- 2.8 The primary aim of the Precinct Plan is the arrangement of land use and infrastructure associated with the needs of specific communities within administrative regions. It integrates transportation, environment, education, economic development, social, residential development and other developmental requirements. Development needs, opportunities and priorities are identified. It is a process that is community-based and driven.
- 2.9 The required Local Spatial/Precinct Plan must:
- 2.9.1 Give effect to the development principles contained in the Spatial Planning & Land Use Management Act (SPLUMA) including:
- (i) Spatial Justice;
 - (ii) Spatial Sustainability;
 - (iii) Efficiency;
 - (iv) Spatial Resilience; and
 - (v) Good Administration
- 2.9.2 Contain strategies, policies and plans which must-
- (i) Indicate desired patterns of land use within the precinct;
 - (ii) Address the spatial reconstruction of the location and nature of development within the identified precinct; and
 - (iii) Provide strategic guidance in respect of the nature of development within the precinct.
- 2.9.3 Set out basic guidelines for a land use management system in the precinct;
- 2.9.4 Identify programmes, projects and restructuring elements for the development of land within the precinct;
- 2.9.5 Provide a visual representation of the desired spatial form of the precinct which representation:
- (i) must indicate where public and private land development and infrastructure investment should take place;
 - (ii) must indicate desired or undesired utilisation of space in the particular area;
 - (iii) may delineate the land use parcels and precincts;
 - (iv) must identify areas where strategic intervention is required; and
 - (v) must provide urban design interventions and guidelines to enhance the aesthetic appeal.
- 2.10 The Precinct Plan should demonstrate the relationship between the precinct planning intent and other planning initiatives such as local economic development strategies, infrastructure planning, natural resource management plans and environmental management strategies and should encourage and support economic development opportunities.

3. STUDY AREA



Plan 1: Regional Locality



Plan 2: Ward Locality

4. PURPOSE

A Local Spatial/Precinct Plan is required to inform and coordinate the upgrading, revitalization and redevelopment of Peddie and Hamburg Central Business Districts. The proposed project is expected to lay a 5-10-year development vision of the town and identify capital projects that will be implemented thereof.

The purpose of the project is broadly to:

- To prepare Conceptual Local Spatial/Precinct Framework Plans for the subject areas as specified in these terms of reference.
- To prepare detailed Project list, Budget and Implementation Plans.
- To undertake a stakeholder engagement and public process throughout the project.
- Develop intervention strategies that will lead to the development, upgrading and integration of the study areas.
- Identify interventions / management solutions to address infrastructure / transportation constraints in the study area.

5. PROBLEM STATEMENT

Ngqushwa Municipality has over the years experienced a great deal of land use and development management challenges due to not having the relevant policies and plans in place. Municipalities' unique development challenges necessitate more integrated, efficient and effective policy and plan frameworks that are appropriate and more proactive in application.

The intended precinct plans are to bring about a more detailed focus on the various precinct areas of Peddie and Hamburg towns which will assist the municipality in building its business case for funding and implementation of various capital development projects.

6. OBJECTIVES AND GOALS

The following are some of the key objectives of this project:

- To identify the economic role of both towns in a local and regional context as well as the challenges and opportunities for investment and employment;
- To identify catalytic projects and interventions (both public and private, including urban design and public realm upgrades) that respond to the growing economic needs in the region and that will lead to the economic regeneration of the node;
- To identify and respond to the social / subsidised / gap housing demand within the region taking into consideration the need to
 - Densify and discourage urban sprawl,
 - Considers redevelopment interventions
 - Improve the quality of housing and public infrastructure
 - Develop and strengthen public transport-orientated activity corridors
- To facilitate an improved and responsive urban design, public realm and built form that is in keeping with the special character of the precinct;
- To identify key interventions in order to enhance the manner in which the study areas operate.
- The role and potential linkages with the R72, R345 Main Road and other key routes within the study area must be interrogated with reference to other planning initiatives in the area in order to facilitate regional integration;
- To identify key interventions at a local level that will facilitate access, movement, circulation and parking (pedestrian and vehicular, private and public - taxi); it is important to ensure that informal trade considerations are integrated into transport plans.

7. MONITORING AND SUPPORT

- i) Project Technical and Task Steering Committees must be established for the project consisting of the Municipality, Department of Local Government and Traditional Affairs and key identified stakeholders, including various government departments and public entities.
 - ii) The Project Steering Committee must be chaired by either the Director: Community Services or Manager: Spatial Planning.
 - iii) The creation of such Project Steering Committees, the details of consultations with the public and desired outcomes must be finalized at the inception stage of the project, before the actual work commences.
-

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- iv) The Project Steering Committees will be responsible for the monitoring of the process and progress of the project.
- v) A Service Level Agreement has to be entered into by the Municipality and Service Provider.
- vi) Each Steering Committee will determine the frequency of the meetings.
- vii) The appointed service provider shall report to the Director: Community Services or Manager: Spatial Planning or other party designated by the Director: Community Services.
- viii) The service provider shall not act in isolation from the Municipal project coordinators.

8. SCOPE OF WORK

The scope of the project is limited to Peddie and Hamburg towns within Ngqushwa Municipal Jurisdiction. The project is to develop a precinct plans that will cover the various nodal areas covering mixed use development within the areas. The service provider needs to assess relevance and implication of existing legislation, policies and plans.

The successful bidder must ensure that the precinct plan:

- Is informed by the Municipal Spatial Development Framework and Land Use Scheme.
- Will assist the municipality with land use and development management.
- Promote the normative principles of SPLUMA 16 of 2013:
 - (i) Spatial Justice;
 - (ii) Spatial Sustainability;
 - (iii) Efficiency;
 - (iv) Spatial Resilience and
 - (v) Good Administration

The project will be implemented in six phases as follows:

- **Phase 1: Policy Context and Vision Directives (Inception Report)**
- **Phase 2: Context, Role and Issues (Situational analysis Report)**
- **Phase 3: Spatial Proposals (Draft Precinct Plan)**
- **Phase 4: Implementation Plan (Capital Projects, Budget and timeframes)**

- Phase 5: Final Precinct Plan (Council approval)

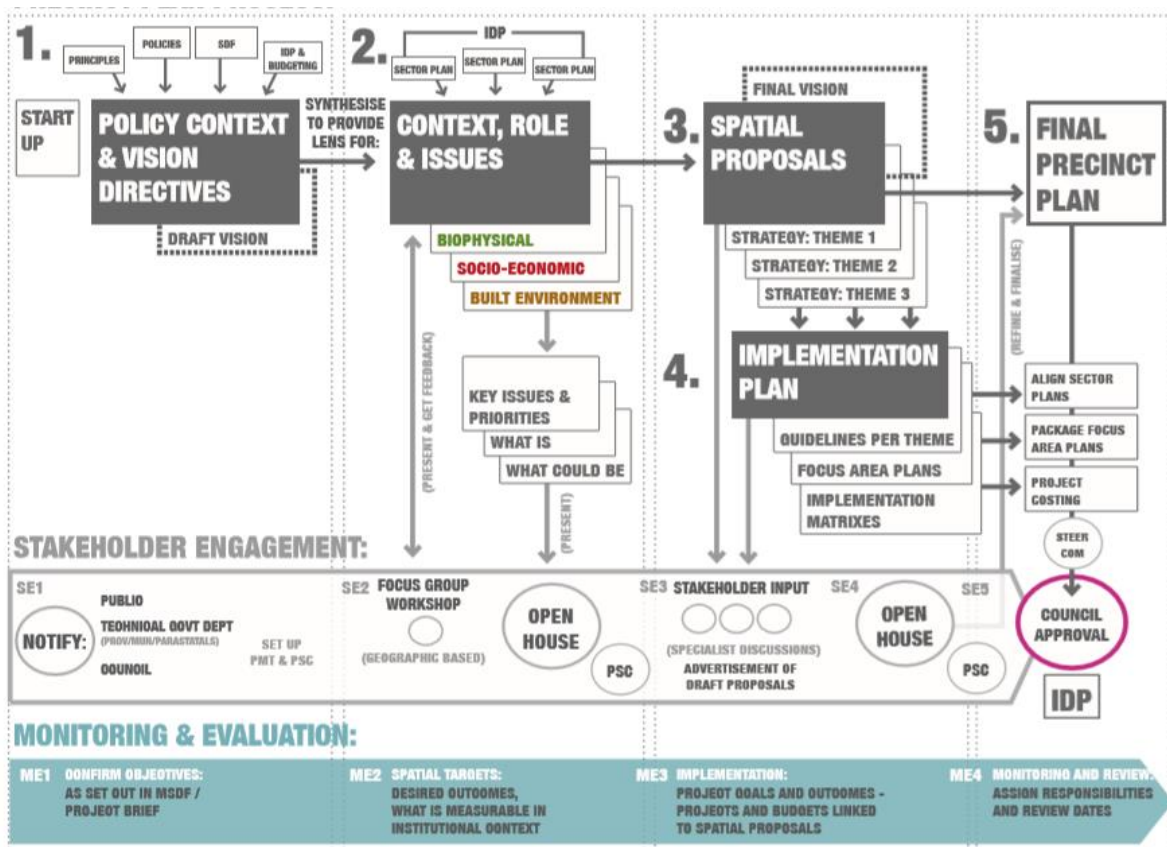


Diagram 1: (Source: PG 86, SDF Guidelines by DRDLR,2017)

PHASE 1: POLICY CONTEXT AND VISION DIRECTIVES

TERMS OF REFERENCE FOR THE DEVELOPMENT OF HAMBURG TOWN LOCAL SPATIAL DEVELOPMENT FRAMEWORK /PRECINCT PLAN FOR NGQUSHWA LOCAL MUNICIPALITY

- ***Inception***

Within 2 weeks of appointment, the consultant will be required to produce an Inception Report, unpacking the objectives of the project and detailing how these will be developed and achieved. The report should detail the scope of work, project approach, process to be followed, timelines (project programme), key deliverables and cash flow, and is to be developed in close consultation with the Municipality.

- ***Review and synthesis the legislative and policy framework***, outlining spatial directive emanating from these legal frameworks from all spheres of government and initiate stakeholder engagements

- ***Formulate Draft Spatial Vision***

PHASE 2: SECTOR STUDIES AND STATUS QUO/ SITUATIONAL ANALYSIS:

The purpose of this Phase is to develop a detailed understanding of the local and regional development trends, issues, pressures, opportunities and constraints that impact on the study area by:

- Reviewing current sector plans and analyse the environment (Biophysical, socio-economic and built) through identification of key issues and challenges
- Present findings to Project Technical Team
- Clarify development objectives in terms of measurable outcomes and targets.

PHASE 3: SPATIAL PROPOSALS

- Update the draft vision and align with objectives
- Identify spatial strategies
- Obtain Council approval for draft Precinct Plan and Public Participation
- Advertise draft Precinct Plan proposals for public participation

PHASE 4: IMPLEMENTATION PLAN

- Develop set of guidelines for precinct plan theme in support of the spatial proposal
- Identify key spatial focus areas and develop implementation matrix.
- Finalise composite implementation plan

9. CONTENTS OF THE PRECINCT PLAN

The Precinct Plan report shall be set out as per requirements of the legislation and guideline as provided by DRDLA (2017) as follows:

1. Executive Summary
2. Background & Purpose
3. Context, Role and Issues (Situational Analysis)
 - 3.1 National Policy Context
 - 3.2 Provincial Policy Context
 - 3.3 Municipal Policy Context
 - 3.4 Guiding Principles
 - 3.5 Vision Directives
4. Context, Role and Issues (Situational Analysis)
 - 4.1 Precinct Plans and Roles
 - 4.2 Biophysical Context
 - 4.3 Socio-Economic Context
 - 4.4 Built Environment Context
 - 4.5 Key Developmental Issues and Spatial implications
 - 4.6 Precedents
5. Spatial Proposals (Development Concept)
 - 5.1 Final Vision Statement
 - 5.2 Precinct Plan Proposal
 - 5.3 Precinct Plan Strategies
 - 5.4 Composite Precinct Plan
6. Implementation Plan
 - 6.1 Guidelines
 - 6.2 Focus Areas Plans and List of projects
 - 6.3 Implementation Matrixes

10. EXPECTED DELIVERABLES

The following deliverables must be indicated in the final precinct plan:

- **Inception Report**
 - **Status Quo / Situational Analysis** (including baseline studies & sector reports)
 - **Issues and Visioning** (report)
 - **Conceptual Local Spatial/Precinct Framework Plan (Draft Precinct Plan Report)**
 - **Public Consultation** (Summary Report of Public Participation)
 - **Implementation Plan** (Implementable Projects, Urban Design Sketch Plans, Preliminary Budget and Phasing Plan & Report)
 - **Municipal approval** (Final Precinct Plan Report and Council approval)
-

TERMS OF REFERENCE FOR THE DEVELOPMENT OF HAMBURG TOWN LOCAL SPATIAL DEVELOPMENT FRAMEWORK /PRECINCT PLAN FOR NGQUSHWA LOCAL MUNICIPALITY

Format Requirements

The project plan and reports (10 hard copies of each final report, 5 of each draft report) will be produced in the following formats:

- Report will be in A4 format and electronically available
- Maps should be laminated and will be in A4, A3, A2, A1 and A0 format.
- All text in reports is to be produced in Microsoft Word.
- All plans to be GIS-based in a format compatible with that used by the Ngqushwa Local Municipal Council, and ideally also submitted in JPEG format.
- In addition, PowerPoint summaries of all reports are to be produced and submitted.
- Final report(s) and plan(s) to be submitted in both hard and digital format i.e. on a CD.
- All maps contained in scheme as electronic image files (eg. PDF, JPEG, windows Bitmap & Picture, TIF etc);
- All spatial and shapefile information used to generate the scheme maps in shape-file (GIS Metadata) format together with correct and descriptive attribute information.

11. PROJECT LIFE CYCLE

The following are the five (5) critical phases as follows:

PHASE	SUBMISSION/ OUTPUT	DURATION
Phase 1: Start up	Inception Report and Project Plan, formation of Project committees	1 Week
Phase 2: Research and Analysis	Analysis report of Legislation/Policy directives, issues and existing situation, key issues and draft spatial vision	2 Month
Phase 3: Draft Conceptual Precinct Framework Plan and Public Consultation	<ul style="list-style-type: none"> • Draft of Precinct Framework Plan and Report • Summary Report of Stakeholder Engagement & Public Participation 	3 Months
Phase 4: Implementation Plan	List of Capital Projects, Project schedule, budget and timeframes	2 Month
Phase 5: Approval	Final Report, Evaluation & Monitoring and Municipal Approval	3 Weeks
TOTAL DURATION		8 MONTHS

Table 1: Project Cycle

12. PROJECT TIMEFRAMES

The project, is expected to be completed within a period of eight months (8) months effective from the date of appointment. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled under table 1 above.

Timeframes should always be strictly adhered to unless written reasons are submitted in advance to the project steering committee chairperson and municipal project manager in anticipation of project delays. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

13. METHODOLOGY

The project will be implemented in accordance with the phased approach as indicated on Table 1 above:

The Service Provider must undertake to:

- Provide quality progress reports monthly to the Project Steering Committee.
- Timeous submission of invoices and documentation for payment on completion of project milestones.
- Provide variance reports against the Project Programme and planned project expenditure and milestones during the project life cycle.
- Adhere to project milestones and expenditure as stated in Department's Project Implementation Plan.

The Service Provider shall advise the Municipality on matters relating to the approved Scope of work.

The Service Provider shall conduct its activities in accordance with best practices. The following issues must be taken into consideration:

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- The implementation of the allocated project with the set indicators is paramount and should be approached as such;
- It is critical for service provider to full present the credentials of key personnel to be assigned to projects;
- All documents submitted and/or produced shall become the property of the Ngqushwa Municipality;
- All fees shall be paid on a negotiated quotation basis (such quotations to be approved by Ngqushwa Municipality).
- The service provider undertakes to provide the professional resources required to attain the project objectives.

14. PROJECT IMPLEMENTATION PLAN

A detailed step-by-step methodology with detailed project plan that at minimum must address the following milestones:

- Project description
- Project Responsibility
- Project funding source
- Project area
- Year of implementation
- Funding commitments

15. QUALIFICATION AND EXPERIENCE OF KEY PERSONNEL

Below is a summary of mandatory requirements:

The project leader must hold a ***tertiary qualification in Town & Regional planning*** which is registered in the Professional category by the South African Council for Planners. The registered Professional shall be someone with 6 years post qualification experience in Spatial Planning and Land Use Management. Experience in similar projects in the province will be added advantage.

Skills and abilities required in the team to execute the project include the following:

- Spatial Planning and Land Use Management as well as Development Planning;

- Thorough understanding of Land Use Scheme, spatial planning process and urban design;
- Proven SDF, LSDF, Precinct / Nodal Plan compilation experience (previous similar projects for the municipality will be an added advantage);
- Understanding of the interrelationship amongst the following: social, economic, land use, transport and environmental issues;
- Capacity in the Geographic Information Systems, both human and software;
- Proven experience in Project Management for Policy Formulation projects (i.e Spatial Planning, Land Use Management Systems, Tourism etc)
- Proven experience in Project Facilitation;
- Research, analytical, writing and communication skills;
- Proof of previous projects with public participation processes;
- Experience and understanding of integrated development planning;
- Project Management;
- Research, analytical, writing and communication skills;
- Previous experience in capture and analysis of rural and urban areas data;
- Thorough understanding of LUMS and municipal planning processes;
- Knowledge and understanding of spatial information (e.g cadastre dataset);
- Proven experience in capturing and analysis of land use data and verification;
- Understanding of SDF, LSDF & Precinct Plans and its influence in the broader spatial development.

The project team should comprise of the following expertise with over 5 years of experience in the spatial planning and precinct planning environment:

- Town Planners and Urban designers
- Architects and Landscape Architect
- Planning Transportation Engineer with extensive transport planning experience
- Traffic Engineer with experience in design of sidewalks, roads, ranks and transfer facilities
Engineers: Bulk Services, Electricity, Sewerage, Stormwater, Water, Telecommunications, Roads, Structures, etc.
- Environmentalist or Social Impact Environment Specialist
- Housing/Social Study Experts
- Public Communication/Participation Facilitator
- Development Specialist/Economist

It is therefore recommended that the service provider ensures that people with the necessary skills and qualifications are part of the project team. A company/team profile containing, among other things, names, qualifications and experience of persons who will be **directly** involved in the project must be included and the roles each one will play.

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All team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties. The selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the municipality, project team and project steering committee. It will be compulsory for the project team leader, Spatial Planner and GIS specialist to attend the steering committee meetings.

16. CAPACITY BUILDING AND SKILLS TRANSFER

The municipality considers skills development as an integral part of the out-sourcing process for all of its projects. The process should ensure that skills development and transfer is achieved within the municipality especially for those officials whose departments are directly affected by the project where necessary.

Proposals should indicate in detail how skills development and transfer would be achieved in the municipality for this project and a short report must be produced in this regard. The process should ensure that skills development and transfer is achieved within the municipality.

17. COST ESTIMATE VALIDITY PERIOD

The successful bidder shall compile a detailed breakdown of costs and submit it together with the proposal. Competitive pricing and functional competence of the service provider will be major considerations in the evaluation of proposals. All submitted quotations/cost estimates should be valid for Ninety (90) days.

18. PAYMENT SCHEDULE

PHASE	OUTPUT	PAYMENT
Phase 1: Start up	Inception Report and Project Plan	20%
Phase 2: Research and Analysis	Analysis report of Legislation/Policy directives, issues and existing situation key issues and draft spatial vision	20%

Phase 3: Draft Conceptual Precinct Framework and Plan Public Consultation	Draft of Conceptual Precinct Framework Plan and Report, Summary Report of Stakeholder Engagement & Public Participation	30%
Phase 4: Implementation Plan	Summary Report of Stakeholder Engagement & Public Participation	10%
Phase 5: Approval	Final Report, Evaluation & Monitoring and Municipal Approval	20%
PROJECT TOTAL COSTS		100%

19. PROFESSIONAL FEES

The Service Provider should structure the budgets in such a way that it includes all expenses such as VAT, professional costs, workshop costs, fees and all additional costs. The successful service provider shall compile a detailed breakdown of costs and submit it together with the proposal. Competitive pricing and functional competence of the service provider will be major considerations in the evaluation of proposals.

20. GENERAL CONDITIONS OF THIS CONTRACT

- General conditions of the contract and principles of contract law will apply.
 - Awarding of the bid will be subject to the Service Provider's express acceptance of the municipal Supply Chain Management special contract conditions.
 - The Municipality and Service Provider will sign a Services Level Agreement upon appointment.
 - Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department municipality (Same as 8.4)
 - No material or information derived from the provision of services under this contract may be used for any other purposes except for those of the municipality, except where duly authorized to do so in writing by the municipality.
 - Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in municipality.
-

TERMS OF REFERENCE FOR THE DEVELOPMENT OF HAMBURG TOWN LOCAL SPATIAL DEVELOPMENT FRAMEWORK /PRECINCT PLAN FOR NGQUSHWA LOCAL MUNICIPALITY

- The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not disclose such records or information to any third party without the prior written consent of municipality.
- The municipality reserves the right to terminate the contract in the event that there is clear evidence of non-performance and non-compliance with contract.
- The short-listed service providers may be required to do a presentation in person to the municipality at their own cost should it be deemed necessary.

21. SPECIAL CONDITIONS OF THE CONTRACT

- Replacement of candidates for this assignment will not be allowed except in extreme cases and the new candidates should possess the same educational qualifications and experience or higher than their predecessors.
- This must be communicated in writing through the Project Management Steering Committee for approval of the Municipal Manager or his/her delegate.
- Payment will be affected for each milestone achieved and payment will be made within 30 days after the Municipality has been issued with a correct invoice and the report on the work done
- Service providers must include a schedule of resources to be committed to the project, including curriculum vitae's (CVs) of team members and their anticipated role on the project.
- The Service Provider should structure the budgets in such a way that it includes all expenses such as VAT, workshop costs, fees and all additional costs.
- The Service Provider must structure the budget in such a way that the under-mentioned information is clearly identified:
 - i) Hourly rate per team member.
 - ii) Itemize costs per activity, including costs for obtaining from other agencies.
- Road and transport subject to AA rates per kilometre per vehicle, and accommodation subject to a three (3).

NB:

- **All proposals are to respond to the requirements as set out in the Terms of Reference.**
- **All proposals should be clearly indexed and easy to read.**

- **Completed and binded documents should be submitted to the tender box in a sealed envelope with the bin number and project title.**

22. PROJECT EVALUATION

The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price and maximum of 20 points will be awarded for attaining the Broad Based Black Economic Empowerment (B-BBEE) status level of contribution.

This bid shall be evaluation in two stages. On first stage bids will be evaluated on functionality, second stage in accordance with 80/20 preference points system as stipulated above.

First Stage - Evaluation of Functionality

The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values. The applicable values that will be utilized when scoring each criteria ranges from: **1. being poor, 2. being average, 3. being good, 4. being very good and 5 being excellent.**

FUNCTIONALITY SUMMARY REQUIREMENTS

			SCORECARD		
	CRITERIA	WEIGHTING	NO EXPERIENCE INDICATED	POORLY DEMONSTRATED EXPERIENCE	SUFFICIENT EXPERIENCE INDICATED
1.	Experience (Contracts of a similar nature)	40	0	0 – 60	61 – 100
2.	Expertise (Qualifications of consultants)	30	0	0 – 60	61 – 100

**TERMS OF REFERENCE FOR THE DEVELOPMENT OF HAMBURG TOWN LOCAL SPATIAL DEVELOPMENT
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3.	Methodology to be used (Management of the contract)	30	0	0 – 60	61 – 100
	Formula: <u>Total weighting x40</u> 100	100			
	GRAND TOTAL	100			

DESCRIPTION /CRITERIA	Maximum points Allowed	Allocation
List of similar types of projects undertaken (min. 4 projects) – Attach proof of award and reference letters signed by authorised personnel– 5 points per project	20	
Projects not similar but with sufficient related experience (min. 5 projects) - Attach proof of award and reference letters -1 point per project	5	
5 or more year of experience of firm in operation (Company Registration)	15	
Total for Experience	40	
Project Director/Leader: Registered Town Planner or Technical Planner with at least 5 years experience. – Attach CV and Registration Certification	15	
Town Planner : Registered Senior Town Planner or Technical Planner or Senior technician with at least 5 years experience - Attach CV and Registration Certification	5	
Detailed organogram and list of personnel on the project	5	
Proof of all relevant Town Planning professional affiliations - attach certification	5	
Total for Expertise	30	
Sufficiently detailed Methodology and Implementation Plan	15	
Detailed list of resources available and/or required for the project	5	
Project Management approach with Milestone and Detailed time allocation schedule for site staff (Gantt Chart)	10	
Total for Methodology	30	

➤ **The Bids that fail to achieve a minimum of 70 points for functionality will be disqualified.**

Second Stage - Evaluation of Functionality

Evaluation will be in-terms of 80/20 Preference Point System. Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

23. FINANCIAL PENALTIES

Financial penalties shall be imposed for agreed upon milestones, targets, and deadline not met without providing:

- Timely notification of such delays.
- Valid reasons for the delays.
- Supporting evidence that the delays were outside of the influence of the service provider.

Payments will be made only for work performed to the satisfaction of the municipality. The Project Steering Committee will need to take a resolution concerning the work undertaken by the service provider. This resolution will then be reflected in the minutes of the meeting. The minutes will be submitted as part of the documentation required in order to process payment.

Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

Original copies of invoices to substantiate all costs must be provided. The service provider's invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project, for what purpose those hours was spent and to what extent the objectives were achieved. No copies, faxes or e-mailed invoices from the service provider will be processed.

Official telephone and fax calls, including cell phone calls (an itemized billing will be required as proof of official or work-related calls).

A pricing schedule, **submitted on a separate sheet from the technical proposal for ease of evaluation**. The pricing schedule should include the following:

- The names of the persons nominated to be used on the project;
- The number of hours allocated to each nominated person for the duration of the project;
- The hourly tariff applicable to each nominated person;
- All monetary amounts must be in South African Rand;
- Disbursements must be indicated separately and inclusive;
- and VAT must be included

Pricing Schedule

15. MBD 7.1. – CONTRACT FORM - PURCHASE OF GOODS

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

PART 1 (To be completed by the TENDERER) I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **the NGQUSHWA Municipality** in accordance with the requirements and specifications stipulated in tender number as **Development of Peddie and Hamburg towns local Spatial Development Framework/ Precinct Plans** the price(s) quoted below / as per pricing schedule. My offer(s) remain(s) binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz

- (a) Invitation to bid
- (b) Tax clearance certificate
- (c) Pricing schedule(s)
- (d) Technical Specification(s)
- (e) Preference claims in terms of the Preferential Procurement Regulations 2001
- (f) Declaration of interest
- (g) Special Conditions of Contract; and (h) General Conditions of Contract.

1. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calc.
2. +ulations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1:		WITNESS 2:	

DATE:	
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PART 2 (To be completed by NGQUSHWA MUNICIPALITY)

1. I, _____,
in my capacity as _____, accept your bid under
reference number _____, dated _____,
for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT _____ on this _____ day of _____ 20_____.

TO BE COMPLETED BY THE NGQUSHWA MUNICIPALITY		
SIGNATURE:		OFFICIAL STAMP:
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

Tender No:	
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16. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.

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 / items specified in the tender documents and that the price(s) 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.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	

Tender No:

