



# **SPATIAL DEVELOPMENT FRAMEWORK Vision 2036**

NOTICE 143 of 2022

**TENDER NO: 8/2/RNM0382**

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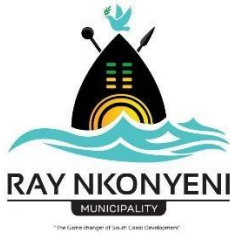
**BID AMOUNT R \_\_\_\_\_**

**DEPARTMENT OF DEVELOPMENT PLANNING SERVICES  
SPATIAL PLANNING  
P.O. BOX 5  
PORT SHEPSTONE  
4240**

**AUGUST 2022**

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**RAY NKONYENI MUNICIPALITY  
SPATIAL DEVELOPMENT FRAMEWORK VISION 2036**

NOTICE NO: 143 of 2022  
TENDER NO: 8/2/RNM0382

BIDS ARE INVITED FROM SUITABLY QUALIFIED BIDDERS TO COMPILE A COMPREHENSIVE SPATIAL DEVELOPMENT FRAMEWORK (VISION 2036) FOR THE RAY NKONYENI LOCAL MUNICIPALITY.

Bid may be obtained from Ray Nkonyeni Municipality website [www.rnm.gov.za](http://www.rnm.gov.za) and e-tender portal [www.etenders.gov.za](http://www.etenders.gov.za) from 19 August 2022.

Completed tender documents with two copies in sealed envelopes, clearly marked "*Tender no: 8/2/RNM0382: Spatial Development Framework Vision 2036*" must be deposited in the tender box at the Municipal Offices at 10 Connor Street, Port Shepstone, no later than **12:00pm on Friday, 02 September 2022** after which tenders will be opened in public. Failure to supply two (2) copies will result in the tender being disqualified.

All queries with regard to this tender are to be directed to Ms Nelisiwe Sithole on 039 315 9218 / 083 751 9550 and email address [Nelisiwe.Sithole@rnm.gov.za](mailto:Nelisiwe.Sithole@rnm.gov.za).

Tender bids will be evaluated on functionality, price and B-BBEE. All tender offers that fail to score the minimum of 60% of points for quality will be rejected. The following criteria will be used for evaluation:

Total Score for Functionality

<b>TECHNICAL COMPETENCY</b>	<b>TOTAL POINTS AWARDED</b>
Adherence to the brief and Strength of Methodology	20
Project Team Capacity	20
Previous Company Related Experience	10
<b>TOTAL</b>	<b>50</b>

The Municipality subscribes to the Broad Based Black Economic Empowerment Act (BBBEEA) Act 53 of 2003, Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000). The 80/20 preference point system shall be applicable during the evaluation and adjudication of this tender.

**NOTE TO BIDDERS ON BID CONDITIONS: -**

- The Supply Chain Management Policy of the Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to bid;
- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation;
- Company profile together with previous experience must be furnished with the bid. Failure to submit a company profile and relevant proof of experience in respect of the said bid will result in the bid not being further evaluated;
- The project leader is required to be registered with the South African Council for Planners (SACPLAN) in terms of Planning Professions Act, 2002 as a Professional Planner (minimum

10 years' experience) and must have expertise in managing and coordinating a multi-disciplinary Project particularly within the spatial planning environment. Failure to submit proof of Professional Planner Registration Certificate with SACPLAN will result in the said bid not being further evaluated;

- At least one member of the project team must possess a qualification in Town Planning, GIS, Economics, Environmental Management, transport planning, Project Management and Social facilitation.
- Foreign qualifications to be verified by SAQA and verification certificate to be attached.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote;
- Only service providers registered in the Central Supplier Data Base (CSD) will be considered, attach proof of registration failure to attach will result in your bid not evaluated further.
- Unsuccessful bidders will be informed of the tender outcome through the Municipal website. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email, [mm@rnm.gov.za](mailto:mm@rnm.gov.za) or fax number 0865297195. Complaints or objections received after fourteen (14) days of the date of the notice **will not** be entertained;
- Bids submitted are to hold good for a period of 120 days.

S M MBILI-  
MUNICIPAL MANAGER

Ray Nkonyeni Local Municipality  
10 Connor Street  
P O Box 5  
PORT SHEPSTONE

# **SPECIFICATIONS FOR THE FORMULATION OF THE SPATIAL DEVELOPMENT FRAMEWORK VISION 2036 FOR THE RAY NKONYENI LOCAL MUNICIPALITY.**

## **1.0. BACKGROUND**

Ray Nkonyeni Municipality (RNM) requests the services of a multi-disciplinary and suitably qualified service provider to develop the RNM Spatial Development Framework (SDF) together with a Spatial development Plan (SDP) that will be in line with the 5<sup>th</sup> generation of Integrated Development Plans (IDPs), within a period of seven (7) months.

The Spatial Planning and Land Use Management Act, 2013 (Act No.16 of 2013) requires national, provincial, and municipal spheres to prepare SDFs that establish a clear vision based on spatial planning principals and long-term development goals and plans. Section 26 (e) of the Municipal Systems Act, 2000 (Act 32 of 2000) states that each Municipality is required to prepare an IDP with a Spatial Development Framework as a core component, and such the intention of the Ray Nkonyeni Municipality, is to prepare a credible SDF which addresses pertinent development issues affecting the Municipality and surroundings.

Below are Terms of Reference, parameters and expectations of the municipality in the formulation of the Spatial Development Framework and specific issues to be addressed during the process: -

## **2.0. PROJECT OBJECTIVES**

The Spatial Development Framework should: -

- Give effect to the development principles and applicable norms and standards set out in chapter 2 of SPLUMA.
- Include a spatial representation of a five-year spatial development plan for the spatial form of the municipality.
- Include a longer-term spatial development vision statement for the municipal area which indicates a desired spatial growth and development pattern for the next 10-20 years.
- Identify current and significant structuring and restructuring elements of the spatial form of the municipality, including development corridors, activity spines and economic nodes where public and private investment will be prioritized and facilitated.
- Include population growth estimates for the next five years
- Include estimate demand for housing units across different socio-economic categories and the planned location and density of future housing developments.
- Include estimates of economic activity and employment trends and location in the municipal area for the next five years.
- Identify, quantify and provide location requirements of engineering infrastructure and services provision for existing future development needs for the next five years.
- Identify the designated areas where a national or provincial inclusionary housing policy may be applicable.
- Include a strategic assessment of the environmental pressures and opportunities within the municipal area, including the spatial location of environmental sensitivities, high potential agricultural land and coastal access strips
- Identify the designation of areas in the municipality where incremental upgrading approached to development and regulation will be applicable.

- Identify the designation of areas in which more detailed local plans must be developed.
- Provide the spatial expression of the coordination, alignment, and integration of sectoral policies of all municipal departments
- Determine a capital expenditure framework for the municipality's development programmes, depicted spatially.
- Include an implementation plan comprising of:
  - Sectoral requirements, including budgets and resources for implementation.
  - Specification of implementation targets, including dates and monitoring indicators
  - Specifications where necessary, of any arrangements for partnerships in the implementation process.

### 3.0. LEGISLATIVE FRAMEWORK

The SDF should reflect and uphold the legislative requirements as espoused by the following statutes:

- The Constitution of the Republic of South Africa, 1996 (Act 108 of 1996) with a specific reference to Section 52 of the Constitution which sets out the objective of Local Government as the Spatial Development Framework is developed at a local government level.
- Local Government Municipal Systems Act, 2000 (Act 32 of 2000) with a specific reference to Section 26 which indicates that "*all municipalities must have a Spatial Development Framework as part of the Integrated Development Plan*".
- The Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) which set-out the content of Municipal Spatial Development Framework.
- The Local Government Municipal Planning and Performance Management Regulations (GN R796 of 2001)
- The National Environmental Management Act, 1998 (Act 107 of 1998).
- Coastal Management Act, 2008 (Act 24 of 2008).

The abovementioned pieces of legislation must be taken into account during the formulation of the Spatial Development Framework; however, it is to be noted it must not be limited to the above only; all other relevant statutes and policies related to the formulation of Spatial Development Frameworks must be taken into account.

### 4.0. SCOPE OF WORK AND CRITICAL MILESTONE

Whilst the milestones will be left to the tenderer to decide, the following project phases with associated critical milestones must form part of the proposals: -

**Phase 1:** Inception / Project Initiation

**Phase 2:** Policy Context and Vision Directives

**Phase 3:** Spatial Challenges and Opportunities

**Phase 4:** Spatial Proposals and Draft SDF Report

**Phase 5:** Implementation Framework & Stakeholder engagement / Public participation

**Phase 6:** Final SDF & SDP Reports and Council Approval

**Phase 7:** Close Out

The scope of work for each phase should pay strict attention to the objectives of the project as detailed above and should encompass the following core elements in each phase: -

#### **4.1. PHASE 1: PROJECT INITIATION**

A brief project Inception Report is required which clearly spells out the proposed methodology, approach, timelines, and milestone. The following work plans should be included in the presentation of the Inception Report to the Steering Committee.

- The overall project work plan.
- The public participation and stakeholder engagement process plan

#### **4.2. PHASE 2: POLICY CONTEXT AND VISION DIRECTIVES**

- Synthesise the legislative and policy context through considering relevant national and provincial policy directives.
- Involve sector departments through discussions on relevant sector plans and policies.
- Outline the spatial directives emanating from the national, provincial, and municipal spatial policy review.
- Hold discussions with Ray Nkonyeni Municipality stakeholders on the key spatial issues that need to be addressed to discuss and collaboratively review vision for the municipal area.

#### **4.3. PHASE 3: SPATIAL CHALLENGES AND OPPORTUNITIES**

- Review the most recent IDP as well as all relevant municipal sector plans and surrounding sector plans in terms of the strategic focus and the key challenges identified.
- Documentation and mapping of biophysical spatial challenges and opportunities.
- Conduct a strategic analysis of the socio-economic situation and built environment elements of the municipality in terms of legacy, current and future challenges.

#### **4.4. PHASE 4: SPATIAL PROPOSALS AND DRAFT SDF REPORT**

- Development of Conceptual framework based on the synthesis of the key challenges and opportunities.
- Develop spatial strategies which support the spatial concept and are in line with the vision for the municipal area that redress /address/ mitigate against the challenges and unlock the opportunities.
- Combine the spatial strategies into a composite MSDF map.
- Develop more detailed proposals for settlements within the municipal jurisdiction based on the SDF strategies after developing the composite MSDF.

#### **4.5. PHASE 5: IMPLEMENTATION FRAMEWORK & STAKEHOLDER ENGAGEMENT / PUBLIC PARTICIPATION**

- Develop a set of policies and guidelines that will support the implementation of the spatial proposals as contained within the MSDF.
- Develop a capital investment framework that identifies priorities, institutional arrangements, and implementation requirements.
- Compile the supporting policies and guidelines as well as the capital investment framework into a consolidated draft implementation framework.
- Present the draft MSDF and implementation framework and discuss the comments received during the commenting period.

#### **4.6. PHASE 6: FINAL SDF & SDP REPORTS AND COUNCIL APPROVAL**

- Refine, update, and finalise the draft MSDF and implementation framework based on stakeholder engagement.
- Prepare summary brochures, pamphlets or posters of the key spatial proposals contained within the MSDF report
- Submit the final MSDF report and brochures to the local municipal officials and Council for approval.
- Facilitate follow-up discussions with the relevant municipal departments to discuss required alignment interventions to ensure that the MSDF proposals are incorporated into all relevant sector plan.
- Initiate the delineation and implementation of the required local area plans or precinct plans as set out in the capital investment framework.
- Ensure that the key proposals contained within the capital investment framework is fed into the next review of the IDP through facilitating discussions with relevant municipal officials.

#### **4.7. PHASE 7: CLOSE OUT**

Formulation of Close-out report detailing project challenges, lesson learnt, actual budget use or not used, short and long-term benefits of the SDF within the Municipality.

Note: The Service Provider is welcome to make changes on the method and approach stipulated above which however should be in keeping with DALRRD 2017 Spatial Development Framework Guidelines and COGTA SDF and SDP Monitoring Tools. The methodology must reflect the scope of work, objectives and project outcome as reflected above.

### **6. OUTCOME AND DELIVERABLES**

- 6.1. The final Spatial Development Framework (SDF) and SDP (Spatial Development Plan) Documents should be in the form of both of hard and electronic versions.
- 6.2. The document and communication media should be prepared well in advance of the stakeholder engagement process and should be to the satisfaction of Steering Committee.



- 6.3. The Service Provider will be expected to submit reports and associated Development Communication Media for each phase of the project. This will include monthly progress reports, record of minutes of engagements, presentations to be conducted, etc.
- 6.4. Over and above, the GIS data must further meet the following requirements: -
- All maps should be in A4 size in the document.
  - Maps must be numbered and listed in the page of contents.
  - All the text in the maps and the legends must be legible.
  - The same map template/ layout must be used throughout the document.
  - All maps should have the basic map elements, namely: a title, north arrow, legend, scale bar.
  - All the features on the map must be explained in the legend.
  - All mapping must be developed at an appropriate and readable scale; and
  - Maps in PowerPoint must have the corresponding Map Document (MXD) ready to be accessed in ArcGIS.
- 6.5. The Final Consolidated Report should include the following: -
- 6.5.1. Two (2) hard copy printed colour copies of the Final SDF Document encompassing the relevant aspects of the previous phased outcomes.
- 6.5.2. Two (2) A0 hard copy printed colour copies of the Final SDF Map or Plan.
- 6.5.3. Two (2) discs / USB with a softcopy (electronic as PDF and MS Word Document) of the Final SDF Document, all maps produced as per 6.4. deliverable above i.e., mxd files, layer files, shapefiles, JPG, PDF, etc.).

## **7. RELEVANT SKILLS AND EXPERIENCE**

- 7.1. Below is a summary of Mandatory Requirements: -
- i) The Project leader must hold a tertiary qualification in Town Planning which is recognised for registration in the category of Professional Planner by the South African Council of Planners better known as SACPLAN in terms of the Planning Professions Act, 2002 and must be registered with SACPLAN as a Professional Planner. A copy of a valid registration certificate should be attached to the proposal.
  - ii) A Project Team member must be a GIS Practitioner (at least at Technician level) registered with SAGC. A copy of the valid registration certificate should be attached to the proposal.
- 7.2. Skills and abilities required in the team to execute the project should include the following: -
- i. Town and Regional / Development Planning.
  - ii. Land Legal issues.
  - iii. Sound GIS proficiency.
  - iv. Ability to interpret and analyze social, economic, land use, transport and environmental issues.

- v. Project Management skills.
- vi. Facilitation and transitional skills.
- vii. Research, analytical, writing and communication skills.
- viii. Ability to think strategically; and
- ix. Use of Development Communication Media and innovative approaches to land management in local contexts.

7.3. It is recommended that the Service Provider ensures that people with relevant skills are part of the project. A list of people containing, among other things, names qualifications and experience who will be directly involved in the project must be submitted. This should clearly indicate what roles each team member will play.

7.4. The Team Leader, Spatial Planner, Land Legal Expert, Economic Analysts, Environmentalists, Transport Planner and Team Secretary will need to attend all the Steering Committee meetings. Relevant team members that are directly involved in the particular project phase are expected to attend progress report meetings.

7.5. 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 Steering Committee.

## **8. MANDATORY CAPACITY BUILDING AND SKILLS TRANSFER**

8.1. Skills development is an integral part of the project. The process should ensure that skills development and skills transfer occur within the project and is to be achieved with Municipal Planning staff.

8.2. Proposals should indicate how skills development and transfer will be achieved, monitored and evaluated within each phase of the project.

8.3. Skills transfer is not to be seen as coterminous with councilors and stakeholder meetings and feedback sessions within the SDF development process. Genuine, hands-on planning work within the project is an essential aspect of the ToR.

8.4. The Service Provider who omits the section of the proposal will automatically be disqualified from consideration.

## **9. INFORMATION GATHERING, PROVINCIAL AND NATIONAL GUIDELINES**

9.1. The successful Service Provider is expected to make contact with all the relevant GIS, Planning and other officials and units within the various spheres of government to obtain information that is required for the project.

9.2. The appointed Service Provider will be supplied with a letter from the Municipality confirming appointment and requesting assistance with information. However, the responsibility for specifying and collecting the information necessary for the successful execution of the project remains entirely with the Service Provider.

## **10. PENALTIES AND CONTRACTUAL DEVIATIONS**

- 10.1. The Appointed Service Provider should not deviate from the Terms of Reference. However, in the event of any possible deviation arising, this should be discussed and agreed between the appointed Service Provider and the Municipality and subsequently communicated in writing.
- 10.2. In terms of the appointed Service Provider not being able to complete their obligation at a set timeframe, they shall immediately give notice of any circumstances preventing them from completing their obligations in terms of the contract.
- 10.3. Failure to not give notice within 14 days from the due date will result in termination of the Contract.
- 10.4. Where a task/ milestone is delayed by more than two months, the project plan must be revised or amended accordingly and be presented to the relevant stakeholders for approval.
- 10.5. In the event that the Municipality is not satisfied with the performance of the appointed Service Provider, the Municipality shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable timeframe to enable the Service Provider to rectify such performance within 14 days from the day they receive the notice.

## **11. PAYMENT CONDITIONS**

Payment conditions are as follows:

- 11.1. Payment of the full project value will be made on a milestone delivery basis after completion of each phase to the satisfaction of the Municipality.
- 11.2. The appointed Service Provider will need to submit a tax invoice to the Municipality for work completed and invoiced in accordance with the agreed ToR`s.
- 11.3. The appointed Service Provider will make reference to the project number as well as order number in all correspondences and invoices.
- 11.4. The Municipality shall pay the appointed Service Provider the amount of such invoice within 30 (thirty days) of receipt of an agreed invoice. All supporting documents must be attached to all invoices submitted as part of evidence of work done.
- 11.5. In the event of the entire amount or a portion of the invoice being disputed by the Municipality, only that portion in dispute shall be held for payment, until the dispute is resolved. The undisputed portion shall be paid to the appointed Service Provider within the stipulated time frames.

## **12. TIMING OF ASSIGNMENT**

- 12.1. Commencement of the work is to be carried out immediately after date of the inception meeting, which inception meeting should take place **5 days** after the appointment of the service provider. The project manager and service provider are to further discuss and agree on some of the timeframe issues during the inception phase should there be a need to do so.

## **13. BUDGET AND PERFORMANCE MEASURES**

- 13.1. A detailed project budget must be provided in accordance with the deliverables and time frames.
- 13.2. Each proposed project activity should be analyzed in terms of the required inputs and these inputs must have costs attached thereto.
- 13.3. The Service Provider will submit monthly progress reports to the project manager. Failure to submit the required reports within 3 days from the last day of the month will result in penalties.
- 13.4. The performance measures for the delivery of the project will be closely monitored by the Municipality.

## **14. PROJECT MANAGEMENT**

- 14.1. The Municipality will be responsible for the appointment of the Service Provider and would therefore be responsible for recommendation of invoices for payment.
- 14.2. The Service Provider will report to and be managed by the Municipal Project Manager.
- 14.3. Each completion of the Deliverable will be approved by the Project Steering Committee upon which submitted invoices will be recommended by the Project Steering Committee for payment.
- 14.4. In compiling the Spatial Development Framework, the Service Provider will be required to consult with the Project Steering Committee, which consists of representatives of the Municipality (i.e., from all relevant municipal departments), UGU District Municipality, surrounding Municipalities, Ezemvelo, DEDTEA, DARD, DRDLR, COGTA, Conservancies, etc.
- 14.5. Stakeholder participation meetings and workshop will take place independent of the Project Steering Committee meetings, and progress of such meetings need to be reported on to the Project Steering Committee Meetings with proof. Project budget should bear this in mind.

14.6. Reporting to the internal Municipal structures (Statutory Committees) is a separate reporting and final approval process (Service Provider to bear this in mind when budgeting for meetings).

14.7. It is the responsibility of the Service Provider to distribute documentation to the relevant stakeholders, receive comments and factor them into the main document and resubmit amended documentation to both the Project Steering Committee and the Municipality.

## **15. MEETINGS**

15.1. The successful Service Provider:

- Will make themselves available for regular progress meetings with the Project management team and Municipal Management Structures/Committees.
- Arrange venues for meetings, except for Municipal Committee meetings.
- Draft agendas for meetings and circulate them 5 working days before the meeting. This includes the inception meeting and excludes Municipal Committee meetings.
- Take action-based minutes of the project meetings and forward them to members of the Project Steering Committee within 5 days after the meeting. This includes the inception meeting and excludes Municipal Committee meetings.

## **16. INDEMNITY**

16.1. The Municipality accepts **NO** responsibility for any damage to or loss of property, injuries or death of any person that may occur during execution of the project.

16.2. The Municipality will not be held responsible for any costs incurred by the service provider in the preparation and submission of the tender. Traveling costs and time spent or incurred between home and office of the service provider and Municipal office will not be for the account of the client. Attending meetings for reporting or making presentations, conducting workshops and so on will form part of the project cost.

16.3. The Municipality reserves the right not to award any of the tender and not to award the contract to the lowest price.

## **17. PACKAGING OF THE PROPOSALS**

Documents must be packaged, bound and submitted in the specified order as follows (both physical and soft copies):-

- Covering Letter
- Proposal with detailed project implantation plan, project costs and timeframes
- Company Profile with CVs

- Consent letters from specialists undertaking to work in the project
- Proof of similar work done in the past (references)

All proposals should be indexed and be easy to read.

## 18. PROJECT DURATION/ PERIOD OF CONTRACT

18.1. It is expected that the project be completed in a period of seven (7) months effective from the date of appointment and signing of the Service Level Agreement (SLA) by both parties.

## 19. EVALUATION CRITERIA

The awarding of the tender will be based on the following criteria: -

19.1. The Preferential Procurement Policy Framework Act (PPPFA) will apply. The tender will be scored on an 80/20-point system.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS TO BE CALCULATED AS FOLLOWS:

BBBEE Status Level of Contribution	Number of Points (80/20) system
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contribution	0

19.2. A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of twenty (20) points respectively for B-BBEE.

19.3. The procedure for evaluation of the tender offers will be based on Functionality. Bidders achieving less than 60% for functionality will not be evaluated further. Functionality will be evaluated based on the criteria below: -

DETAILS	SCORE	MAXIMUM POINTS	VERIFICATION METHOD
<b>CRITERIA 1: ADHERENCE TO THE BRIEF AND STRENGTH OF METHODOLOGY</b>			
Detailed clear approach and methodology of how the project deliverables will be executed.		20	
<b>Points will be scored as follows:</b>			
Project Approach method	5		
Project plan demonstrating project deliverables and time frames	5		
Clear reporting mechanisms and approach to the development of stakeholder engagements	5		
Innovation and creativity e.g., use of urban design software, mapping etc.	5		
<b>CRITERIA 2: PROJECT TEAM CAPACITY</b>			
<b>Project leader: Town Planner registered as a professional with experience in Spatial Planning and land use management.</b>		5	CV, certified qualifications & SACPLAN registration certificate
Project leader: Degree in Town Planning, registered as a professional with SACPLAN with more than 10 years' experience in Spatial Planning and land use management.	5		
Project leader: Degree in Town Planning, registered as a professional with SACPLAN with 5-9 years' experience in Spatial Planning and land use management.	3		
Project leader: Degree in Town Planning, registered as a professional with SACPLAN with 4 years or less experience in Spatial Planning and land use management.	2		
<b>Geographic Information Specialist and registration with SAGC.</b>		5	CV, certified qualifications & SAGC registration certificate
Degree in Geographic Information Systems, with or more than 5 years' experience and registration with SAGC.	5		
Degree in Geographic Information Systems, with 3 years' experience and registration with SAGC.	3		
Degree in Geographic Information Systems with 2 years' experience and registration with SAGC.	2		
<b>Economist: Degree in Economics / urban economics.</b>		5	CV & certified qualifications
Economist: Degree in Economics / urban economics with or more than 5-year experience.	5		
Economist: Degree in Economics / urban economics with 3-years' experience.	3		
Economist: Degree in Economics / urban economics and 2-years' experience.	2		
<b>Environmental Specialist: Degree in Environmental Sciences / Environmental Management</b>		5	CV & certified qualifications
Environmental Specialist: Degree in Environmental Sciences / Environmental Management with or more than 5-years' experience.	5		

Environmental Specialist: Degree in Environmental Sciences / Environmental Management with 3-years' experience.	3		
Environmental Specialist: Degree in Environmental Sciences / Environmental Management with 2-years' experience.	2		
<b>CRITERIA 3: PREVIOUS COMPANY RELATED EXPERIENCE</b>			
Company experience – Number of Spatial Development Frameworks produced and completed with SPLUMA compliance	10		4 Appointment letters
Company experience – Number of Spatial Development Frameworks produced and completed with SPLUMA compliance	7		3 Appointment letters
Company experience – Number of Spatial Development Frameworks produced and completed with SPLUMA compliance	5	10	2 Appointment letters
<b>TOTAL EVALUATION POINTS</b>		<b>50</b>	

**N.B.** Bidders should further adhere to the below information: -

- a) Bidders must submit an original tender document and two (2) additional copies of the tender.
- b) Bidders must submit Valid Tax clearance compliance status pin certificate.
- c) Bidders must submit proof of CIPC registration and certified copies of Identity documents of all directors.
- d) All pages of the tender document must be initialed.

Failure to submit and comply with the above will result in the tender being disqualified.

## 20. ENQUIRIES

Enquiries directed to the Manager Town Planning: Ms. Nelisiwe Sithole at Tel: 039 315 9217 or email on [Nelisiwe.Sithole@rm.gov.za](mailto:Nelisiwe.Sithole@rm.gov.za)



## 21. PRICING SCHEDULE

PHASES	% PAYABLE	AMOUNT
Phase 1: Inception / Project Initiation	5%	
Phase 2: Policy Context and Vision Directives	20%	
Phase 3: Spatial Challenges and Opportunities	20%	
Phase 4: Spatial Proposals and Draft SDF Report	30%	
Phase 5: Implementation Framework & Stakeholder engagement / Public participation	10%	
Phase 6: Final SDF & SDP Report and Council Approval	10%	
Phase 7: Close Out	5%	
<b>SUB-TOTAL</b>	<b>100%</b>	
<b>ADD 15% VAT</b>		
<b>TOTAL</b>		

**HAS AN TAX CLEARANCE COMPLIANCE STATUS PIN BEEN ATTACHED? YES/NO**

I/We certify that the abovementioned information is correct and that we have due knowledge of the requirements of this Bid and have examined the document, Form of Tender, Specifications and requirements. We further agree that this Bid and the acceptance thereof by Council shall constitute a legal binding contract.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
 Authorised Signature (Tenderer)

\_\_\_\_\_  
 Print Name (Tenderer)

As Witnesses:

1) \_\_\_\_\_

2) \_\_\_\_\_

*\* The Council reserves the right not to accept the lowest or any tender and also reserves the right to accept part of a tender.*

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

**NB!!!! Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.**

- **Company registration documents.**
- **ID documents of directors/owners/members/shareholders.**
- **Valid Tax clearance compliance status pin certificate.**
- **BBBEE Certificate / Letter of accreditation**
- **Past experience (1) & (2)**
- **Declarations.**
- **Joint Venture agreement**




**THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:**

1.           Relevant specifications
2.           Value for money
3.           Capability to execute the contract
4.           PPPFA & associated regulations

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

**MUNICIPALITY STANDARD FORM FOR TENDERS**

**TENDER NO: 8/2/RNM0382**

**SPATIAL DEVELOPMENT FRAMEWORK VISION 2036**

**Closing Date: 02 SEPTEMBER 2022**

**Closing Time: 12H00**

**BIDDERS DETAILS**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED AND SIGNED  
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)**

Name of Bidder \_\_\_\_\_

Postal Address \_\_\_\_\_

\_\_\_\_\_ Postal Code

Street Address \_\_\_\_\_

\_\_\_\_\_ Postal Code

Telephone Number Code \_\_\_\_\_ Number \_\_\_\_\_

Cellphone number \_\_\_\_\_

Facsimile Number Code \_\_\_\_\_ Number \_\_\_\_\_

Signature of bidder /  
authorised  
representative \_\_\_\_\_

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RAY NKONYENI LOCAL MUNICIPALITY. BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS. ALL LATE BIDS WILL BE RETURNED UNOPENED.**

TENDERER INFORMATION

BID NUMBER : 8/2/RNM0382  
TENDERER : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_

COMMERCIAL BANK ACCOUNT DETAILS

Bank : \_\_\_\_\_  
Branch : \_\_\_\_\_  
Account No. : \_\_\_\_\_  
Name under which account is operated: \_\_\_\_\_  
Bank Contact Person : \_\_\_\_\_

FIRM DETAILS

Name of Contactor / Company / Person: \_\_\_\_\_  
Date of Inauguration : \_\_\_\_\_  
Registered Address of Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vat Registration No. : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Cell No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

E-mail address : \_\_\_\_\_

Postal Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (Postal Code)

Physical Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (Postal Code)

Has A Valid Tax clearance compliance status pin certificate been Submitted YES/NO  
Has A B-BBEE Status Level Verification Certificate Been Submitted YES/NO

IF YES who was it certified by?

An Accounting Officer As Contemplated In The Close Corporation Act (CCA)

A Verification Agency Accredited by the South African Accreditation system (SANAS)

OR

A Registered Auditor

**PLEASE TICK APPLICABLE BOX**

Signature of Tenderer : \_\_\_\_\_

*(Of person authorised to sign the tender)*

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

## **GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES**

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## General Conditions of Contract

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

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

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



- 1.27 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 “Tort” means in breach of contract.
- 1.29 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.30 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents**
- information inspection
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall

be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of **security** contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
- 13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts** 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 16.5. Payment will only be made if the supplier has filled in and submitted the necessary database application form to the satisfaction of the Chief Financial Officer.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

- 18. Variation orders** 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all sub-contracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

- 22. Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default** 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

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

- (a) the name and address of the supplier and / or person restricted by the purchaser;
- (b) the date of commencement of the restriction;
- (c) the period of restriction; and
- (d) the reasons for the restriction.

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

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

**24. Anti-dumping and countervailing duties and rights**

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

**25. Force majeure**

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause



thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

- 26. Termination for insolvency** 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of disputes** 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of liability** 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the Supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts** 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
- 34. Amendment of contracts** 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices** 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended, an agreement between, or concerted practice by firms or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer

the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

**No contract will be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service (“SARS”) certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS.**

**NB!!!! Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.**

- **Company registration documents.**
- **ID documents of directors/owners/members/shareholders.**
- **Valid Tax clearance compliance status pin certificate.**
- **Past experience (1) & (2)**
- **Declarations.**
- **Joint Venture agreement**

I certify that I have the appropriate authority to furnish the above-mentioned information and that the above information is correct at the time of completion.

Name:	Signature:
Designation:	Date:

\*\*\*\*\*

## TAX CLEARANCE 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 Africa Revenue Services (SARS) to meet the bidder's tax obligation.

- 1 In order to meet the requirements bidders are required to complete in full the attached TCC1 "Application for a Valid Tax clearance compliance status pin certificate" and submit it to any SARS branch office nationally. The Valid Tax clearance compliance status pin certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Valid Tax clearance compliance status pin certificate that will be valid for a period of 1 (one) year from date of approval / issue.
- 3 The Valid Tax clearance compliance status pin certificate **must** be submitted together with the bid. Failure to submit the valid Tax clearance compliance status pin certificate will result in the invalidation of the bid. Certified copies of the Valid Tax clearance compliance status pin certificate will not be acceptable.
- 4 In the bids where consortia / joint ventures / sub contractors are involved, each party must submit a separate Valid Tax clearance compliance status pin certificate.

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-	Required by: .....	
-	At: .....	
-	Brand and Model .....	
-	Country of Origin .....	
-	Does offer comply with specification? .....	*YES/NO
-	If not to specification, indicate deviation(s) .....	
-	Period required for delivery .....	
	*Delivery: Firm/not firm	
-	Delivery basis (all delivery costs must be included in the bid price) .....	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.  
**\*\*\* “ all applicable taxes “ includes value added tax, pay as you earn(PAYE), income tax , unemployment insurance fund (UIF) and skills development levies.**  
\*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder _____	Bid number _____
Closing Time _____	Closing Date _____

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
----------	-------------	---

- Required by: \_\_\_\_\_
- 
- At: \_\_\_\_\_
- 
- Brand and model \_\_\_\_\_
- 
- Country of origin \_\_\_\_\_
- 
- Does offer comply with specification? \*YES/NO
- If not to specification, indicate deviation(s)  
\_\_\_\_\_
- 
- Period required for delivery \_\_\_\_\_ DAYS
- 
- Delivery: \*Firm/not firm

**\*\*\* “ all applicable taxes “ includes value added tax, pay as you earn(PAYE), income tax , unemployment insurance fund (UIF) and skills development levies.**

**\*Delete if not applicable**

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....  
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



**PRICING SCHEDULE**  
**(Professional Services)**

Name of Bidder:.....	Bid Number: .....
Closing Time: .....	Closing Date .....

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO INCLUDED)	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
-------------------	-------------	--

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. RATE	PERSON AND POSITION	HOURLY RATE	DAILY
-----	-----	R-----	-----
-----	-----	R-----	-----
-----	-----	R-----	-----
-----	-----	R-----	-----
-----	-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

--- days	-----	R-----	-----
--- days	-----	R-----	-----
--- days	-----	R-----	-----
--- days	-----	R-----	-----

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....	.....	R.....

..... .R.....  
 ..... .R.....

**\*\*“all applicable taxes” includes value-added taxes, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

5.2 Other expenses, for example accommodation (specify, eg. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	.R.....
.....	.....	.....	.R.....
.....	.....	.....	.R.....

TOTAL:

R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract? .....  
 .....\*YES/ NO.

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for,

for example consumer price index.....

.....  
 .....  
 .....

**\*Delete if not applicable**

**DECLARATION OF INTEREST**  
(Please circle the applicable answer)

1. No bid will be accepted from persons in the service of the state\*. 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.

**2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name: \_\_\_\_\_

3.2 Identity Number: \_\_\_\_\_

3.3 Company Registration Number: \_\_\_\_\_

3.4 Tax Reference Number: \_\_\_\_\_

3.5 VAT Registration Number: \_\_\_\_\_

3.6 Are you presently in the service of the state\* **YES**

**/ NO**

3.6.1 If so, furnish particulars.

\_\_\_\_\_  
\_\_\_\_\_

3.7 Have you been in the service of the state for the past twelve months?

**YES / NO**

3.7.1 If so, furnish particulars.

\_\_\_\_\_  
\_\_\_\_\_

3.8 Do you, have any relationship (family, friend, other) **YES / NO**  
with persons in the service of the state and who may be involved with the

\_\_\_\_\_

\* SCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

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

evaluation and or adjudication of this bid?

3.8.1 If so, furnish particulars.

\_\_\_\_\_

3.9 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**

3.9.1 If so, furnish particulars

\_\_\_\_\_

\_\_\_\_\_

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?  
**/ NO**

**YES**

3.10.1 If so, furnish particulars.

\_\_\_\_\_

\_\_\_\_\_

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

**YES / NO**

3.11.1 If so, furnish particulars.

\_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION**

I, \_\_\_\_\_ **THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

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

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**POSITION**

\_\_\_\_\_  
**NAME OF BIDDER**

(APPLICABLE ONLY FOR BIDS IN EXCESS OF R 10 MILLION)

DECLARATION FOR PROCUREMENT

For all procurement bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? \*YES / NO

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

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? \*YES / NO

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

2.2 If yes, provide particulars.
.....
.....
.....

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

3.1 If yes, furnish particulars
.....
.....
.....

\*YES / NO

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

4.1 If yes, furnish particulars
.....
.....

\*YES / NO

**CERTIFICATION**

I,           **THE           UNDERSIGNED           (NAME)**

.....  
.....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM IS CORRECT.**

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

.....  
Signature

.....

Date: .....

.....  
Position

.....  
Name of Bidder

**\*Delete if not applicable**

**RNM/ MBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

---

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P<sub>s</sub> = Points scored for price of bid under consideration

P<sub>t</sub> = Price of bid under consideration

P<sub>min</sub> = Price of lowest acceptable bid



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

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

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

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

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, 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.
- 1.4. 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.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand  
 y is the bid price in Rand 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 South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. 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:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

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

3.1 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 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](http://www.reservebank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. 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 AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

<b>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</b>
--

**(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

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 (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.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:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) 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
- (c) The local content percentage (%) 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.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) 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 Procurement Authority / Institution 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:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		



4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM  
TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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