



**TENDER NO.: SC 1887/2018**

**REVIEW OF OVERSTRAND MUNICIPAL SPATIAL DEVELOPMENT  
FRAMEWORK  
PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>	
<b>Total Bid Price (Inclusive of VAT) (refer to page 71):</b>	

**MAY 2018**

**PREPARED AND ISSUED BY:**

Directorate: Finance:  
Supply Chain Management Unit  
Overstrand Municipality  
PO Box 20, Hermanus, 7200

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Riaan Kuchar**  
**Senior Manager: Town- and  
Spatial Planning**  
Tel. Number: **028 313 8900**

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TENDER DETAILS						
TENDER NUMBER:	<b>SC 1887/2018</b>					
TENDER TITLE:	<b>REVIEW OF OVERSTRAND MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK</b>					
CLOSING DATE:	<b>2018/06/08</b>		CLOSING TIME:	<b>12h00</b>		
SITE MEETING:	DATE:	<b>N/A</b>	TIME:	<b>N/A</b>	COMPULSORY:	<b>N/A</b>
SITE MEETING ADDRESS:	<b>N/A</b>					
CIDB GRADING REQUIRED:	<b>N/A</b>	LEVEL AND CATEGORY:	<b>N/A</b>			
BID BOX NO:	<b>5</b>	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.				
OFFER TO BE VALID FOR:	<b>60</b>	DAYS FROM THE CLOSING DATE OF BID.				

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

<b>DATE:</b>	
<b>SIGNATURE OF TENDERER:</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED:</b>	

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

ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER
1. TECHNICAL ENQUIRIES	<b>R Kuchar</b>	<b>028 313 8900</b>
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	<b>A Moore</b>	<b>028 313 8974</b>
	<b>L du Preez</b>	<b>028 313 8147</b>

**CONTENTS**

	<b>PAGE NUMBER</b>
PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY .....	4
1. CHECKLIST .....	5
2. TENDER NOTICE & INVITATION TO TENDER .....	6
3. AUTHORITY TO SIGN A BID.....	7
4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT .....	11
5. GENERAL CONDITIONS OF TENDER .....	20
6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS .....	25
7. MBD 4 – DECLARATION OF INTEREST .....	26
8. MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS.....	29
10. SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE .....	35
11. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	36
12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	38
13. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES.....	40
14. MBD 16 – KEY PERFORMANCE INDICATORS .....	41
15. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993 .....	42
16. INDEMNITY.....	44
PART B – SPECIFICATIONS AND PRICING SCHEDULE .....	45
17. SPECIFICATIONS .....	46
18. ANNEXURE B.....	59
19. SCHEDULE OF WORK EXPERIENCE OF THE BIDDER .....	60
20. ANNEXURE A .....	62
21. FORM OF OFFER AND ACCEPTANCE.....	71
22. DECLARATION BY TENDERER .....	73
PART C – DATABASE REGISTRATION .....	74



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

<b>1. CHECKLIST</b>
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**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:**

1.	<b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes	No	
2.	<b>Tax Clearance Certificate</b> - Is an <b>ORIGINAL</b> and <b>VALID</b> Tax Clearance Certificate attached?	Yes	No	
3.	<b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
4.	<b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> or the <b>original B-BBEE Certificate</b> attached?	Yes	No	
5.	<b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
6.	<b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
7.	<b>MBD 15</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested?	Yes	No	
8.	<b>MBD16</b> (Key Performance Indicators) - Is the form duly completed and signed?	Yes	No	
9.	<b>OHASA</b> (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid <b>Letter of Good Standing</b> from the Compensation Commissioner attached?	Yes	No	
10.	<b>Indemnity</b> - Is the form duly completed and signed?	Yes	No	
11.	<b>Specifications</b> - Is the form duly completed and signed?	Yes	No	
12.	<b>Schedule of Work Experience of Tenderer</b> - Is the form duly completed and signed?	Yes	No	
13.	<b>Pricing Schedule</b> - Is the form duly completed and signed?	Yes	No	
14.	<b>Form of Offer</b> - Is the form duly completed and signed?	Yes	No	
15.	<b>DATA BASE REGISTRATION</b> - Is the form duly completed and signed? Are <b>ALL</b> the supporting documents attached?	Yes	No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**2. TENDER NOTICE & INVITATION TO TENDER****TENDER NO. SC 1887/2018****REVIEW OF OVERSTRAND MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK**

Tenders are hereby invited for the **Review of Overstrand Municipal spatial development framework**.

Tender documents, in English, are obtainable from **Friday, 18 May 2018**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus from Ms Rita Neethling; Tel. 028 313 8064, between 08h30 and 15h30 upon payment of a **tender participation fee of R177-02 per set**. Alternatively the document may be downloaded free of charge from the website: [www.overstrand.gov.za](http://www.overstrand.gov.za).

Sealed tenders, with "**Tender No. SC1887/2018: Review of Overstrand Municipal spatial development framework**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 5** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation issued by Overstrand Municipality.

The closing date and time of the tender is on **08 June 2018** at **12h00** and tenders will be opened in public immediately thereafter in the Supply Chain Management Committee Room, Hermanus Administration.

Please refer enquiries to **Mr. R Kuchar** at telephone number: **028 313 8900**.



**3. AUTHORITY TO SIGN A BID**

**TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)**

1	Company (Pty) Ltd. & Ltd.		Please complete <b>section 1</b> below
2	Close Corporation (CC)		Please complete <b>section 2</b> below
3	Sole Proprietor		Please complete <b>section 3</b> below
4	Partnership		Please complete <b>section 4</b> below
5	Consortium, Club, Trust, etc.		Please complete <b>section 5</b> below
6	Joint Venture		Please complete <b>section 6</b> below

**1. COMPANIES - (PTY) LTD. & LTD.**

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

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

**PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY**

<b>Date resolution was taken</b>			
<b>Resolution signed by (name and surname)</b>			
<b>Capacity</b>			
<b>Name and surname of delegated authorised signatory</b>			
<b>Capacity</b>			
<b>Specimen signature</b>			
<b>Full name and surname of ALL director(s)</b>			
<b>Is a copy of the resolution attached?</b>	<b>YES</b>		<b>NO</b>
<b>SIGNED ON BEHALF OF COMPANY / CC:</b>		<b>DATE:</b>	
<b>PRINT NAME:</b>			
<b>WITNESS 1:</b>		<b>WITNESS 2:</b>	

**2. CLOSE CORPORATION (CC)**

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

2.2. A valid resolution must be signed by:

2.2.1. Majority members; or

2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or

2.2.3. Company Secretary.

**PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION**

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s) / member (s)			
Is a copy of the resolution attached?	YES		NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON**

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

**OR**

I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

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



**4. PARTNERSHIP**

We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr / Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

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

Full name of partner	Signature

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

**5. CONSORTIUM / CLUB / TRUST / ETC.**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr / Ms \_\_\_\_\_ to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

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

Full Name of consortium member	Role of consortium member	% Participation	Signature

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



**6. JOINT VENTURE**

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms \_\_\_\_\_

\_\_\_\_\_ authorized signatory of the Company / Close Corporation / Partnership (name) \_\_\_\_\_,

\_\_\_\_\_ acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

**1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)**

Name of firm			
Address			Tel. No.
Signature		Designation	

**2. 2<sup>nd</sup> PARTNER**

Name of firm			
Address			Tel. No.
Signature		Designation	

**3. 3<sup>rd</sup> PARTNER**

Name of firm			
Address:			Tel. No.
Signature		Designation	

**4. 4<sup>th</sup> PARTNER**

Name of firm			
Address:			Tel. No.
Signature		Designation	

**NOTE:** A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

#### 4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

##### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

<b>INITIALS</b>	
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- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "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.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2. APPLICATION**

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

**3. GENERAL**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

**4. STANDARDS**

The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.**

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

<b>INITIALS</b>	
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- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## 6. PATENT RIGHTS

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## 7. PERFORMANCE SECURITY

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

## 8. INSPECTIONS, TESTS AND ANALYSES

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

<b>INITIALS</b>	
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- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. PACKING**

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

**10. DELIVERY**

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

**11. INSURANCE**

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

**12. TRANSPORTATION**

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

**13. INCIDENTAL**

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

<b>INITIALS</b>	
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**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:
  - 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - 14.1.2. in the event of termination of production of the spare parts:
    - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. WARRANTY**

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

**16. PAYMENT**

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

**17. PRICES**

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

<b>INITIALS</b>	
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**18. VARIATION ORDERS**

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

**19. ASSIGNMENT**

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

**20. SUBCONTRACTS**

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

**21. DELAYS IN THE SUPPLIER'S PERFORMANCE**

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. PENALTIES**

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

**23. TERMINATION FOR DEFAULT**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

<b>INITIALS</b>	
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- 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### 24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

<b>INITIALS</b>	
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**25. FORCE MAJEURE**

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

**26. TERMINATION FOR INSOLVENCY**

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

**27. SETTLEMENT OF DISPUTES**

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

**28. LIMITATION OF LIABILITY**

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

**29. GOVERNING LANGUAGE**

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

**30. APPLICABLE LAW**

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

<b>INITIALS</b>	
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**31. NOTICES**

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

**32. TAXES AND DUTIES**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. TRANSFER OF CONTRACTS**

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

**34. AMENDMENT OF CONTRACTS**

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

**35. PROHIBITION OF RESTRICTIVE PRACTICES.**

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

*General Conditions of Contract (revised July 2010)*

<b>INITIALS</b>	
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## 5. GENERAL CONDITIONS OF TENDER

### 1. GENERAL

- 1.1. All bids must be submitted in **handwriting and in non-erasable (black or blue) ink** on the official forms supplied by the municipality.
  - 1.1.1. Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- 1.2. Subject to the provisions of clause 1.3 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by erasing or using masking fluid / tape (Tipp-Ex or similar) on any submitted page or by pasting another page over it with glue.
- 1.3. Notwithstanding the provisions of clause 1.2 of this document, alterations and/or corrections may only be effected as follows:
  - 1.3.1. By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected), and initialling, preferable in the margin next to the alteration/alterations or correction/corrections.
  - 1.3.2. All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with clause 1.3.1 above, will be rejected.
- 1.4. Bids submitted must be complete in all respects.
  - 1.4.1. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

### 2. PRICING

- 2.1. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorised signatory.
- 2.2. All prices shall be quoted in South African currency, and be **INCLUSIVE of Value Added Tax (VAT)**.
- 2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.4. All bid prices will be final and binding.
 

A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply
- 2.5. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.
  - 2.5.1. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Overstrand Municipality is 4140106396.

<b>INITIALS</b>	
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**3. FORWARD EXCHANGE RATE COVER**

- 3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

**4. SUBMITTING A BID:**

- 4.1. Sealed bids, with the **“Bid Number and Title”** clearly endorsed on the envelope, must be deposited in the relevant **bid box** as indicated in the notice of the bid, **on or before the closing date and time** of the bid.
  - 4.1.1. Any bid received without the **“Bid Number and / or Title”** clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered
- 4.2. The bid boxes are at the entrance of the Main Cash Hall, Hermanus Municipal Offices, 2 Magnolia Avenue, Hermanus.
- 4.3. A specific bid box is provided for each bid to be deposited into and no bid will be considered which, subsequent to the closing date and time for that specific bid, is found in another box.
- 4.4. The bid box deposit slot is 28cm x 2.5cm.
- 4.5. Mailed, telegraphic, e-mailed or faxed bids **will not be accepted**.

**5. BID OPENING**

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

**6. EVALUATION AND ADJUDICATION CRITERIA:**

- 6.1. Relevant specifications;
- 6.2. Value for money;
- 6.3. Capacity and capability of bidders to execute the contract; and
- 6.4. PPPFA & associated regulations.

**7. REQUIREMENTS OF A VALID BID:**

The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered and no further correspondence will be entered into with regard to the following matters:

- 7.1.1. The tender has not been completed in non-erasable handwritten ink,
- 7.1.2. Non-submission of a valid Tax Clearance Certificate and / or PIN,
- 7.1.3. A partially completed and/or defective MBD 6.2 and relevant Annexures (if applicable),
- 7.1.4. Incomplete Pricing Schedule or Bill of Quantities,
- 7.1.5. A Form of Offer not signed in non-erasable ink,

<b>INITIALS</b>	
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- 7.1.6. Bid submissions with material alterations / corrections not in compliance with Clause 1.2 and 1.3 above will be rejected.
- 7.2. The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following;
- 7.2.1. To obtain a copy of the most recent municipal account(s) from the recommended bidder;
- 7.2.2. To obtain the personal income tax number(s) from the recommended bidder;
- 7.2.3. To obtain a valid Tax Clearance Certificate and / or PIN if the certificate has expired or become inactive after the closing date of the tender;
- 7.2.4. To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;
- 7.2.5. To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.
- 7.2.5.1. If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.

#### 8. TEST FOR RESPONSIVENESS:

- 8.1. A Bid will be considered non-responsive if:
- 8.1.1. the bid is not in compliance with the specifications;
- 8.1.2. the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document; and/or
- 8.1.3. the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing.
- 8.2. The Municipality reserves the right to accept or reject:
- 8.2.1. any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract. The MUNICIPALITY shall not accept or incur any liability to a bidder for such cancellation and/or rejection, and will only provide written reasons for such action upon receipt of a written request to do so;
- 8.2.2. a bid offer which does not, in the Municipality's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
- 8.2.3. the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and the Municipality is not obliged to accept the lowest or any bid.
- 8.3. The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any municipal rates and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

#### 9. INCORRECT INFORMATION

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

<b>INITIALS</b>	
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**10. WITHDRAWAL OF BID DURING AND AFTER THE SCM PROCESS:**

- 10.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Overstrand holds the right to accept or reject with or without a claim for any damages.
- 10.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

**11. INVOICES**

- 11.1. All invoices must be forwarded to the following address:

Overstrand Municipality  
PO Box 20  
Hermanus, 7200

**11.2. Legal requirements for invoices**

- 11.2.1. Please ensure that your tax invoices complies with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

**11.2.1.1. Ordinary invoice (not VAT Registered)**

- a) The word '**INVOICE**' to be displayed in a prominent place
- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address of supplier
- d) The Official order number of Overstrand Municipality is compulsory – non-compliance will result in non-payment
- e) The Municipality's name and postal address (PO Box 20, Hermanus, 7200)
- f) Accurate description of goods and / or services supplied / provided.
- g) Unit of measurement of goods or services supplied
- h) Price

**11.2.1.2. VAT/Tax invoice (VAT registered)** An example of a valid Tax Invoice is attached as **Annexure C**.

- a) Word '**TAX INVOICE**' to be displayed in a prominent place
- b) Trade, legal name and registration number(if any) of supplier
- c) Address and VAT number of supplier
- d) The official invoice number and date of invoice
- e) The Official order number of Overstrand Municipality is compulsory – non-compliance will result in non-payment
- f) The Municipality's name and postal address (PO Box 20, Hermanus, 7200) and VAT registration number (4140106396)
- g) Accurate description of goods and / or services supplied / provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

**12. PAYMENT TERMS**

- 12.1. It is the policy of the Overstrand Municipality to pay all creditors by means of electronic bank transfers.
- 12.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.

<b>INITIALS</b>	
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- 12.3. In order to qualify for a weekly payment, a supplier must be registered as a **Survivalist Enterprise / Micro Enterprise**<sup>1</sup> on the Municipality's supplier database. It must however be noted, that a weekly payment is not a right in terms of this Policy. Survivalist and Micro enterprises may request such payments which may then be made at the discretion of the Municipality. These weekly payments will be reviewed after a period of 12 months of doing business with the Municipality, as it may be assumed that the enterprise will, by that stage be self-sustainable. It is the obligation of the supplier to arrange earlier payments with the creditors department.

### 13. PRECEDENCE OF TERMS AND CONDITIONS

- 13.1. Precedence of terms and conditions in documentation during the bidding process and after award, resulting in an formal agreement:
- 13.1.1. The following legislative and legal precedence will apply to documentation during the bidding process subsequent to the award of a bid to a bidder:
- 13.1.1.1. Municipal Financial Management Act 56 of 2003
  - 13.1.1.2. Municipal Supply Chain Management Regulations
  - 13.1.1.3. Supply Chain Management policy
  - 13.1.1.4. Specifications of the bid document
  - 13.1.1.5. Special Conditions of Contract
  - 13.1.1.6. General Conditions of Contract
  - 13.1.1.7. Service Level Agreements/ Service Delivery Agreements
  - 13.1.1.8. Memorandum of Understanding/ Memorandum of Agreements

#### <sup>1</sup> SURVIVALIST ENTERPRISES / MICRO ENTERPRISES ARE DEFINED AS FOLLOWS:

**Survivalist enterprises** are generally defined as businesses set up by people unable to find a paid job or get into an economic sector of their choice. Income generated from these activities usually falls far short of even a minimum income standard, with very little capital invested, virtually no skills training in the particular field and only limited opportunities for growth into a viable business. This category is characterised by poverty and the attempt to survive.

**Micro enterprises** are very small businesses, often involving only the owner, some family members and at the most one or two paid employees. They usually lack 'formality' in terms of business licenses, value-added tax (VAT) registration, formal business premises, operating permits and accounting procedures. Most of them have a limited capital base and only rudimentary technical or business skills among their operators. However, many micro enterprises advance into viable small businesses. Earning levels of micro enterprises differ widely, depending on the particular sector, the growth phase of the business and access to relevant support.

INITIALS	
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**6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za). The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website [www.sars.gov.za](http://www.sars.gov.za)
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Tax Compliance Status (TCS) Pin as of 18 April 2016
  - a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder’s tax status online via SARS E-filing.
  - b. The taxpayer must issue the municipality with the following:

<b>Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing</b>		
<b>1</b>	Tax Reference Number:	
<b>2</b>	Tax Compliance Status Pin:	
<b>3</b>	Tax Clearance Certificate Number:	

- c. If a bidder is registered on the Overstrand Municipality Supplier’s Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it **MUST** be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.
6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

<b>INITIALS</b>	
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**7. MBD 4 – DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>2</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudging authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

<b>3.1.</b>	<b>Full name of bidder or his or her representative</b>								
<b>3.2.</b>	<b>Identity number</b>								
<b>3.3.</b>	<b>Position occupied in the company (director, shareholder<sup>3</sup> etc.)</b>								
<b>3.4.</b>	<b>Company registration number</b>								
<b>3.5.</b>	<b>Tax reference number</b>								
<b>3.6.</b>	<b>VAT registration number</b>								
<b>3.7.</b>	<b>Are you presently in the service of the state?</b>	YES		NO					
3.7.1.	If so, furnish particulars:								
<b>3.8.</b>	<b>Have you been in the service of the state for the past twelve months?</b>	YES		NO					
3.8.1.	If so, furnish particulars:								

<sup>2</sup> MSCM Regulations: "in the service of the state" means to be –

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

<sup>3</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				



<b>3.14.</b>	Please provide the following information on <b>ALL</b> directors / shareholders / trustees /members below:		
full name and surname	identity number	personal income tax number	Provide State <sup>4</sup> employee number <i>(Only to be completed if in the service of the State)</i>

**NB:**

- PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)**
- PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.**

**4. DECLARATION**

I, the undersigned (name) \_\_\_\_\_,

certify that the information furnished in paragraph 3 above is correct.

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

<sup>4</sup> **MSCM Regulations: "in the service of the state" means to be –**

1. a member of –
  - i. any municipal council;
  - ii. any provincial legislature; or
  - iii. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.



**8. MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS**

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:
  - 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
  - 1.3.1. Price; and
  - 1.3.2. B-BBEE Status Level of Contribution.
- 1.4. The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<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**

- 2.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.4. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- 2.5. **“EME”** means an Exempted Micro Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);



- 2.6. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 2.7. **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8. **“proof of B-BBEE status level of contributor ”** means:
  - 2.8.1. Original B-BBEE Status level certificate issued by an authorized body or person or a certified copy thereof;
  - 2.8.2. An original sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act,
- 2.10. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.11. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing.

**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:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

**Where:-**

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

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

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

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



**5. BID DECLARATION**

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

5.1.1.	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1</b>	
5.1.2.	B-BBEE Status Level of Contributor	
5.1.3	Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

5.2. (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 means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an original sworn affidavit or an originally certified copy thereof.)

**6. SUB-CONTRACTING**

6.1.	<b>Will any portion of the contract be sub-contracted? (Tick applicable box)</b>	Yes		No	
	If yes, indicate:				
i.	what percentage of the contract will be subcontracted	%			
ii.	the name of the sub-contractor				
iii.	the B-BBEE status level of the sub-contractor				
iv.	whether the sub-contractor is an EME or QSE (Tick applicable box)	Yes		No	
v.	<b>Specify, by ticking the appropriate box, if sub-contracting with an enterprise in terms of Preferential Procurement Regulations, 2017:</b>				
	<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b>	<b>QSE</b>		
		√	√		
a.	Black people				
b.	Black people who are youth				
c.	Black people who are women				
d.	Black people with disabilities				
e.	Black people living in rural or underdeveloped areas or townships				
f.	Cooperative owned by black people				
g.	Black people who are military veterans				
	<b>OR</b>				
h.	Any EME				
i.	Any QSE				

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

7.1.	Name of company/firm	
7.2.	VAT registration number	
7.3.	Company registration number	
7.4.	TYPE OF COMPANY/FIRM (Tick applicable box)	Partnership / Joint Venture / Consortium
		One person business / sole proprietor
		Close Corporation (CC)
		Company ((Pty) Ltd. / Ltd.)
		Company (Ltd.)
7.5.	Describe principal business activities	
7.6.	Company Classification (Tick applicable box)	Manufacturer
		Supplier
		Professional service provider
		Other service providers, e.g. transporter, etc.
7.7.	<b>Municipal information</b>	
i.	Municipality where business is situated	
ii.	Registered municipal account number	
iii.	Stand number	
7.8.	Total number of years the company/firm has been in business	

7.9. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 5.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 7.9.1. The information furnished is true and correct;
- 7.9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 7.9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 7.9.4. 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 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.

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



**REQUIREMENTS REGARDING VALIDATION OF B-BBEE POINTS**

**VERY IMPORTANT:**

1. **ONLY THE DOCUMENTS LISTED BELOW WILL BE ACCEPTED**
2. **Failure to submit the said documents will result in the bidder forfeiting the B-BBEE points claimed.**

**1. EMEs:**

**1.1. A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership (form available in the tender document);

or

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

or

**1.3. A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by a verification agency accredited by the South African National Accreditation System (**SANAS**).

**2. QSEs:**

**2.1. A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership (form available on request); **Only applicable to QSEs with 51% or more Black ownership**

or

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

**3. BIDDERS OTHER THAN EMEs AND QSEs**

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

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**10. SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**
**INCOME NOT EXCEEDING R10, 000,000 (TEN MILLION RAND)**

I, the undersigned,											
<b>Full name</b>											
<b>Surname</b>											
<b>Identity number</b>											
Hereby declare under oath as follows:											
<b>1.</b>	The contents of this statement are to the best of my knowledge a true reflection of the facts.										
<b>2.</b>	I am a (please indicate with an "X")										
	Member		Director		Owner		of the following enterprise and am duly authorised to act on its behalf:				
	Enterprise Legal Name										
	Trading Name										
	Registration Number										
	Enterprise Address										
	Definition of "Black People"		<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p>i. Before 27 April 1994; or</p> <p>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p>								
<b>3.</b>	I hereby declare under oath that:										
	The enterprise is			% black owned		% black woman owned					
<b>4.</b>	Based on the (please indicate with an "X")			financial statements		management accounts					
	and other information available on the			financial year ,							
	the income did not exceed R10,000,000.00 (ten million Rand);										
<b>5.</b>	Please confirm on the table below the B-BBEE level contributor, <b>by ticking the applicable box.</b>										
	<b>Level One</b>	100% black owned (135% B-BBEE procurement recognition)									
	<b>Level Two</b>	More than 51% black owned (125% B-BBEE procurement recognition)									
	<b>Level Four</b>	Less than 51% black owned (100% B-BBEE procurement recognition)									
<b>6.</b>	The entity is an empowering supplier in terms of the dti Codes of Good Practice.										
<b>7.</b>	I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.										
<b>8.</b>	The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.										
Deponent signature:							Commissioner of Oaths stamp				
Date:											
Commissioner of Oaths signature											
Date											



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

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

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



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?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
4.5.1	If so, furnish particulars:		

**5. CERTIFICATION**

I, the undersigned (full name), \_\_\_\_\_, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



**12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

**OVERSTRAND MUNICIPALITY**

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

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

<sup>5</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.



- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>6</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:
  - 7.1. prices;
  - 7.2. geographical area where product or service will be rendered (market allocation)
  - 7.3. methods, factors or formulas used to calculate prices;
  - 7.4. the intention or decision to submit or not to submit, a bid;
  - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 7.6. bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<sup>6</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.



**13. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY (To be signed in the presence of a Commissioner of Oaths)**

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to the Overstrand Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

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

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

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

**Further details of the bidder’s director(s) / shareholder(s) / partner(s) / member(s), etc.:**

Director / partner / member	Physical residential address of the director / partner / member	Municipal account number(s)

**PLEASE NOTE:**

1. **Copies of all municipal accounts, not older than 3 months, to be submitted with the bid.**
2. **If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.**

Signature	Position	Date

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



**14. MBD 16 – KEY PERFORMANCE INDICATORS**

1. KEY PERFORMANCE INDICATORS (KPIs)			
1.1.		Work(s) performed / goods delivered within timeframes specified	
1.2.		Work(s) performed / goods delivered within financial framework specified	
1.3.		Acceptable quality of work(s) performed / goods delivered	
<p>I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.</p> <p>I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.</p>			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



**15. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993**

**INTRODUCTION**

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of his employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatary that performs work on behalf of the employer on his/her premises.

A “mandatary” is defined in the said Act as: - *“Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”*

In terms of Section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the management of Overstrand Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non-compliance will be issued. All work will be stopped, reasons for non-compliance must be given including the corrective action that will be taken to rectify the situation must be stipulated.

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**Overstrand Municipality** has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor’s registration number with the office of the Compensation Commissioner:	
--	--

**NOTE:**  
**A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing to be handed in, in this regard.**

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



**WRITTEN AGREEMENT**

This is a written agreement between

**OVERSTRAND MUNICIPALITY**

And

\_\_\_\_\_ *(Name of the MANDATARY)*

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, \_\_\_\_\_, representing the MANDATARY do hereby acknowledge that \_\_\_\_\_ *(mandatory)* is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

SIGNED ON BEHALF OF THE MUNICIPALITY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			



**16. INDEMNITY**

Given by (name of company) \_\_\_\_\_  
 of (registered address of company) \_\_\_\_\_  
 a company with limited liability registration number \_\_\_\_\_  
 registered in terms of Laws of the Republic of South Africa (hereinafter the contractor), represented by  
 (name of representative) \_\_\_\_\_  
 in his capacity as (designation) \_\_\_\_\_  
 of the contractor, and duly authorised by a resolution dated \_\_\_\_\_/20\_\_\_\_\_.

**WHEREAS** the contractor entered into a contract with the municipality dated \_\_\_\_\_/20\_\_\_\_\_.

**AND WHEREAS** the Municipality requires an indemnity from the contractor.

**NOW THEREFORE** the contractor hereby indemnifies and holds harmless the Municipality in respect of all loss and/or damage that may be incurred or sustained by the contractor by reason of or in any way arising out of or caused by operations that may be carried out by the contractor in connection with the aforementioned contract; and also in respect of all claims that may be instituted against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever including all legal fees and costs that may be incurred by the Municipality in examining, resisting or settling any such claims.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**



**17. SPECIFICATIONS**

**1. Introduction**

The Overstrand Municipality wishes to appoint a service provider (SP) to assist with the amendment/update of the Overstrand Municipality Spatial Development Framework (OMSDF) in conjunction with the IDP process to ensure alignment between the IDP agenda and legislative requirements of applicable planning law.

**2. Background**

- 2.1 Overstrand is currently in the process of drafting its new 5 year Integrated Development Framework (IDF), which a draft will be adopted in May 2019 and will determine the development priorities for the Municipal area for the following 5 years. Legislation requires that the Municipality adopt an SDF concurrently with the adoption of the IDP, which SDF must give spatial expression to the goals and objectives of the IDP. The SDF must also provide for medium to longer term goals and objectives.
- 2.2 The current OMSDF was adopted in 2006. In addition to this a Overstrand Growth Management Strategy (OGMS) was adopted in 2010. Overstrand also adopted a longer term vision in terms of an Overstrand Integrated Development Framework, 2014.
- 2.3 Given the status assigned to Overstrand Municipality in the Western Cape Provincial Spatial Development Framework (PSDF) and Growth Potential Study (GPS), of towns. The SDF for Overstrand should also meets the requirements of the Western Cape Land Use Planning Act, 2014 (Act 3 of 2014) (LUPA) and the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) (SPLUMA).

**3. Scope**

The task revolves around two main objectives being the review and the alignment of the SDF to ensure compliance with new national, provincial and district legislation, policies and frameworks. The task further needs to update, align and merge the SDF (2006) and IDF (2014). The OGMS must also be updated and commercial and industrial components should be included into the OGMS.

- 3.1 The Overstrand Municipality will be appointing consultants to attend to the amendment of the Overstrand SDF (2006) in order to ensure alignment between the IDP agenda and legislative requirements of applicable planning law. To support and promote the IDP agenda in accordance with national and provincial policy and ensure that the document is aligned with SPLUMA, LUPA and the Land Use Planning By-Law for Overstrand Municipality, 2015 (Municipal By-Law). Details of the scope of work to be executed by the prospective consultants are outlined below.
- 3.2 The work to be undertaken should in essence be an update or enhancement of the approved –
  - 1. Overstrand SDF, 2006
  - 2. Merging with long term vision as in the IDF
  - 3. Update of the OGMS. The SDF, OGMS and IDF can be accessed at <http://www.overstrand.gov.za> under Browse our documents, Town Planning, Strategic Documents or collected from Mr R Kuchar at 16 Paterson Street, Hermanus during office hours.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



The above should be informed and underpinned by:

- a) The National Development Plan (2011);
- b) National Spatial Biodiversity Assessment (2011);
- c) National Freshwater Ecosystem Priority Areas (2011);
- d) OneCape 2040;
- e) The Western Cape Provincial Spatial Development Framework (2014), as well as supporting studies including:
  - The Growth Potential of Towns Study of Towns (2014);
  - The Municipal Financial Sustainability of Current Spatial Growth Patterns (2014);
  - Heritage and Scenic Resources: Inventory and Policy Framework for the Western Cape (2014); and
  - The Impact of Commercial & Office Decentralisation Study (2014);
- f) Draft Western Cape Biodiversity Framework (2010);
- g) Western Cape Provincial Land Transport Framework (2013);
- h) Western Cape Infrastructure Framework (2013);
- i) Coastal setback lines project for Overberg District;
- j) SDF, including the following plans: Overstrand Growth Management Strategy, 2010 and Integrated Development Framework,

3.3 The prospective service provider will be expected to take responsibility of the following elements relating to the project:

- 3.3.1 Full management of the project and its deliverables, including any sub- deliverables quoted for by the service provider in their bid;
- 3.3.2 Ensuring absolute adherence to time frames to render the product ready for adoption in May 2019, alongside the adoption of the IDP (attached per Annexure A) is the time schedule for 2018/19 IDP review);
- 3.3.3 Engagement with delegated Municipal official, project committee, IDP manager and other stakeholder Departments, throughout the project as required;
- 3.3.4 The service provider will be required to draft an MSDF status quo report from the latest IDP situational analysis and the previous SDF document ensuring it serves the purposes of the SDF;
- 3.3.5 Serve on the project committee appointed in terms of the Municipal By-Law and lead discussions relating to the SDF in accordance with an agenda drafted by the service provider;
- 3.3.6 Facilitate public engagements and attend public engagements associated with the IDP process in order to relate these discussions with the SDF process. SDF public participation processes must be conducted by the service provider in an appropriate manner as per legislative requirements.
- 3.3.7 Facilitation of workshops with officials, politicians and stakeholder departments, as required to ensure all parties are well informed of amendments proposed.

3.4 The OSDF must adhere to the following:

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



- 3.4.1 Content requirements of:
    - 3.4.1.1 Section 2(4) of the MSA Local Government: Municipal Planning and Performance Regulations (2001);
    - 3.4.1.2. Sections 12 and 20-21 of SPLUMA; and
    - 3.4.1.3. Sections 10 to 15 of LUPA.
  - 3.4.2 The development principles and norms and standards as contained in Sections 7 and 8 of SPLUMA, as well as Sections 58 and 59 of LUPA;
  - 3.4.3 The Department of Rural Development and Land Reform's (DRDLR) Spatial Development Framework Guideline (final draft dated September 2014);
  - 3.4.4 Alignment to the National, Provincial and Regional Spatial Development Frameworks, where relevant; and
  - 3.4.5 Alignment with the latest municipal IDP outcomes.
- 3.5 The successful service provider is required to ensure the following:
- 3.5.1 The MSDF must be completed in sufficient detail to allow for all land within the urban edge to be approved as an urban area in terms of NEMA;
  - 3.5.2 Ensure that the content of the existing Strategic Environmental Assessment (SEA) for Overstrand be supplemented as may be necessary to render it sufficient enough in order for the competent authority to consider approving it through which geographical areas can be identified to facilitate the exclusion of land development applications within the urban edge from obtaining EIA's in future.
  - 3.5.3 The environmental objectives of the OSDF must be reviewed in collaboration with Municipal Environment to ensure that any amendments or additions to environmental legislation and policy are addressed;
  - 3.5.4 Land use guidelines for spatial planning categories (SPC's) must be reviewed in accordance with latest specifications and accompanied by updated maps that relate to the content of the SPC guidelines, and
    - e) Ensure that all references to other municipal policies, by-laws and local Spatial Development Frameworks are updated and accurately summarized, where applicable.
4. Direction should be sought in part 4 of the Department of Rural Development and Land Reform's SDF Guidelines (2014) which gives clear guidelines for the drafting of Municipal Spatial Development Frameworks. This includes providing guidance on phasing, deliverables, estimated time frames and role players that should be included in the process. Cognizance must be taken, however, that this is an amendment of an existing SDF and the primary aim of the project is to ensure alignment with new legislation and the development agenda of the new 5 year IDP outcome, as well as addressing any gaps that may be identified in the MSDF. The project program needs to be coordinated with the IDP time Schedule to ensure coordination of submission of relevant deliverables and public participation processes as far as possible. (*IDP 2018/19 review timetable attached per Annexure A*)

4.1 **Project Initiation**

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



- 4.1.1 The planning process will commence on appointment of the service provider who is required to prepare a detailed project work plan and Gant Chart, in an *Inception Report*. This will require coordination with the existing IDP time schedule and process plan.
- 4.1.2 The Inception Report will clearly state what has to happen, when, by whom, and where. The inception report should include a detailed costing and allow for the management of the planning process, specifying the time frames for the different actions, appropriate mechanisms, processes and procedures for developing the plan.
- 4.1.3 The Inception Report will outline phasing and deliverables linked to costing and delivery dates mutually agreed upon as per the Project Plan.

4.1.4 The Inception Report should consist of the following:

- 4.1.4.1 A comprehensive project plan sanctioned by the Project Committee(PC) in line with the MSDF process guidelines related to phasing and deliverables referred to above, including the various provisions as set within SPLUMA and LUPA, bearing in mind the 12 month project time frame and the existing IDP time schedule and process plan. The plan should outline the various reports or deliverables to be produced, the delivery dates and all planned meetings and workshops. Comment periods for draft documents are also to be specified. The comprehensive work plan should be in line with the Bid submitted. According IDP Review timetable as attached per Annexure A.

- 4.2.4.2 A schedule of payment indicating tasks and deliverables as per the project plan.

- 4.1.5 The Inception Report should be submitted to the PC within 14 days of appointment.

**4.2 OSDF Phasing and Deliverables**

- 4.2.1 The deliverables of the Phases listed in the Inception Report must be submitted to the municipality on completion as per the timeframes outlined in a comprehensive project plan which will stem from the Bid submitted and must include at least the following:

- 4.2.1.1 An MSDF status quo report, drafted from the latest IDP situational analysis and the existing comprehensive status quo report of the IDP strategic sessions and the current SDF to ensure it serves the purposes of the SDF, to be submitted to Council for adoption;
- 4.2.1.2 A preliminary amended MSDF, addressing the mission, vision and strategies of the IDP, issues arising from the status quo and a comprehensive GAP analysis of matters/actions/content/compliance issues of the MSDF that will be addressed in the next financial year for adoption of a final MSDF in May 2019 along with the first IDP review;
- 4.2.1.3 A final amended SDF report for Overstrand Municipal area, according to the required specifications and aligned with the latest planning and environmental law and policy, most recent sector plans and IDP outcomes, accompanied by;
- 4.2.1.4 Updated set of maps at an appropriate scale and in the desired format;
- 4.2.1.5 An updated implementation framework to incorporate new actions emanating from the IDP/SDF process, linked to time frames and budget; and
- 4.2.1.6 An executive summary of the final draft OSDF.

**4.3 Deliverables to be rendered throughout the project cycle**

- 4.3.1 Written monthly progress reports

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



- 4.3.2 The drafting, circulation, and corrections of minutes of any workshops and/or meetings within 5 working days after the event;
- 4.3.3 Facilitation at IDP public participation process as may be required in order to relay the content of the SDF;
- 4.3.4 The development of appropriate communication materials including posters, pamphlets and other creative participatory tools to enhance the public participation process;
- 4.3.5 A Public Participation report on the process and its outcomes; and
- 4.3.6 The organizing of monthly progress meetings, PC meetings and workshops, (including drafting of agendas and facilitation where required).

**4.4 Technical Specifications**

- 4.4.1 The final draft OSDF deliverables will consist of:
  - 4.4.1 Three (3) Colour Hard Copies of the report format;
  - 4.4.2 Electronic copies of the SDF in Microsoft Word and in Adobe PDF
  - 4.4.3 All maps produced at various scales in digital format
  - 4.4.4 One (1) electronic copy and one (1) hard copy of all agendas, minutes and attendance registers pertaining to the project;
  - 4.4.5 One (1) electronic copy and one (1) hard copy of all communication materials including posters, pamphlets and other creative participatory tools developed to enhance the public participation process;
  - 4.4.6 All presentations in original format and/or other material presented during all stages of the study;
  - 4.4.7 The reports and other written documents generated and submitted to the municipality for consideration shall be prepared in MS Word and printed on A4 paper;
  - 4.4.8 The final report shall be supplied, on a disc in the formats specified above inclusive of photographs in Jpeg (jpg) format and maps in placeable Windows Metafile Format (wmf). All data e.g. photographs, graphic displays and maps should be in an editable jpeg format for translation and printing purposes;
  - 4.4.9 Originals of graphics / photographs must be supplied;
  - 4.4.10 Maps will be prepared in ESRI suite of software;
  - 4.4.11 The final report shall be proofread and copy edited by the service provider.

**5. Reporting and Meetings**

- 5.1 It is required of the appointed service provider to report to the Senior Manager: Town and Spatial Planning of the Overstrand Municipality who will oversee the project.
- 5.2 A Project Committee (PC) will be established as determined in the Land Use Planning By-Law and the Service Provider must be represented on this Committee.
  - 5.2.1 The PC will monitor the progress of the project and will actively participate;
  - 5.2.2 Members of the PC will ensure that all relevant available information pertaining to their functionality is made available to the SP within reasonable time with cognizance of the applicable time frames;
  - 5.2.3 Issues that may arise will be discussed at the PC meetings, proposals debated and direction of the project will be determined;
  - 5.2.4 The PC will meet on quarterly basis (or as otherwise mutually agreed) to discuss administrative matters to ensure effective service delivery and adherence to contractually agreed to project timelines and deliverables;

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



- 5.2.5 The PC is responsible for identifying relevant stakeholder departments and organs of state to be consulted in the process;
- 5.2.6 The service provider will be responsible for presenting detailed monthly project progress reports. If no PC is held, the service provider will still be required to submit the monthly project progress report to the Senior Spatial Planner; and
- 5.2.7 The service provider will chair and facilitate these meetings unless otherwise mutually agreed.
- 5.3 Meetings and ad-hoc presentations to other consultative structures and other stakeholders may be required.
- 5.4 Minimum attendance of the service provider at meetings is summarized as follows:

Meeting / Engagements	Estimated Number	Number of hours per engagement / meeting	Who should attend?
PC	5	2	At least Consultant Project Manager
Presentations	4	2	At least Consultant Project Manager

- 5.5 General arrangements applicable to the abovementioned meetings are as follows:
  - 5.5.1 PC meetings will be held at the Overstrand Municipal offices and the Senior Manager: Town and Spatial Planning will assist the service provider with booking of venues, however the service provider will be responsible for confirmation of the bookings;
  - 5.5.2 The service provider will be responsible for preparing the draft Invitation and Agenda for all meetings and the designated Senior Manager Urban and Spatial Planning will assist in extending the invitations to participants to attend the relevant meetings and the distribution of the minutes; and
  - 5.5.3 The service provider shall be responsible for the taking and drafting of minutes of all meetings.
- 5.6 Overstrand Municipality will be responsible for any publications / advertisements and associated costs related to the OSDF. Publications/ advertising are to be compliant with the prescripts of SPLUMA, LUPA and the Municipal By-Law.

**6. Competencies of the service provider**

- 6.1 A multi-disciplinary professional project team is required consisting of project manager, Registered Planners and GIS specialist.
- 6.2 The service provider project team must have sound knowledge and vast experience in similar type of projects in the following specialist fields: spatial planning, project management and GIS.
- 6.3 The project manager should be a Professional Planner (minimum academic B-degree in Town and Regional Planning) with a minimum of 7 years proven experience/track record of relevant spatial planning and project management, and professional registration with South African Council for Planners (SACPLAN).
- 6.4 Other than the project manager / professional planner, the successful service provider’s key professional team should at least consist of the following practitioners:

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



- 6.4.1 A GIS Practitioner – Appropriate B-Degree accredited GIS qualification or equivalent qualification approved by the South African Council for Professional and Technical Surveyors (PLATO).
- 6.4.2 Registered Planner
- 6.5 If any project team member is to be replaced after the submission of the tender, it will only be acceptable with written agreement of the Municipality.
- 6.6 Service providers may have to employ other professionals to execute activities which require specific expertise. However, the successful service provider is still responsible for the delivery and quality control of all services and the Municipality would not be bound by separate third-party agreements.
- 6.7 The skill set applicable to the amendment of the OSDF is listed below:

No	Field of Service	Services Required
1.	<b>Spatial Planning</b>	<ul style="list-style-type: none"> <li>• Broad knowledge of land use planning legislative framework;</li> <li>• The ability to interpret and incorporate planning legislation, guidelines, principles, policies and regulations;</li> <li>• Proven experience in spatial and regional planning;</li> <li>• Proven ability to give spatial expression to IDP goals and objectives;</li> </ul>
		<ul style="list-style-type: none"> <li>• Proven town and regional planning experience in compiling spatial development frameworks;</li> <li>• The ability to transfer knowledge and experience in applying technical, planning norms, standards and guidelines related to town and regional planning;</li> <li>• The ability to offer innovative solutions to address challenges and shortfalls in the spatial planning approach of the Overstrand Municipality; and</li> <li>• The ability to estimate future land requirements for economic, residential, social, environmental activities within the Overstrand Municipal area.</li> </ul>

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



<b>2.</b>	<b>Project Management</b>	<ul style="list-style-type: none"> <li>• Proven management skills for projects of similar scope and character;</li> <li>• The ability to manage the process and ensure coordination, integration and alignment of plans, policies and strategies of all spheres of government;</li> <li>• Extensive experience in innovative public participation at a municipal level;</li> <li>• Report writing and facilitation skills. The ability to produce thorough, readable and informative reports and other material; and</li> <li>• The project manager should be a Professional Planner registered with SACPLAN.</li> </ul>
<b>3.</b>	<b>GIS</b>	<ul style="list-style-type: none"> <li>• Technical skills to develop maps and other spatial information;</li> <li>• Geographical information handling, analysis and interpretation skills; and</li> <li>• Understanding of GIS applications and spatial data queries.</li> </ul>

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

**7. Responsibility of the bidder**

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

- 7.1 Full management of the project and its deliverables, including any sub-deliverables quoted for by the service provider in their bid;
- 7.2 Full engagement with the Senior Manager: Town and Spatial Planning designated by Overstrand Municipality, as well as other Departments, at all stages of the project and as required;
- 7.3 The service provider will be responsible for preparing the draft Invitation and Agenda to all meetings;
- 7.4 The service provider shall be responsible for the taking and drafting of minutes of all meetings;
- 7.5 An appropriate public participation process as per legislative requirements of SPLUMA, LUPA and the Land Use Planning By-Law in cooperation with the IDP process;
- 7.6 The service provider will be responsible for presenting detailed monthly project progress reports at PC meetings;
- 7.7 The project manager will be required to be present at all meetings, presentations and public participation sessions; and
- 7.8 The service provider will be responsible for presenting the draft report to the Council.

**8. Responsibility of the directorate**

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

- 8.1 Contractual and financial control;
- 8.2 Project leadership and management of critical path aspects;

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



- 8.3 Sharing of GIS data and rendering assistance with production of GIS based maps as may be agreed between the parties;
- 8.4 Acceptance of all project deliverables;
- 8.5 Provide comment, technical assessment and vetting of all draft products;
- 8.6 Assist the service provider with the organisation of all structured meetings;
- 8.7 Assist the service provider with logistical arrangements including invitations, booking of venues and communication of timeslots;
- 8.8 Assist the service provider with the copying of documents as may be necessary prior to and after meetings and any workshops; and
- 8.9 Any aspect that may arise during the execution of the project and agreed upon by both parties.

**9. Project or contract period**

The timeframe envisaged for the duration of the project is approximately 12 months from the date of appointment. The time schedule for the project needs to coincide with the IDP process in order to ensure Council is in a position to adopt the final amended SDF concurrently with the first review of the IDP. It is expected of the service provider to ensure that sub-contractors/partners in the project adhere to the time commitments. **The bid proposal must conform to this requirement.** See *IDP Time Schedule attached per Annexure A.*

**10. Bid criteria**

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

**10.1 Administrative responsiveness:** Tenders will be evaluated as follows:

**Stage 1: Functionality**

Only tenders scoring a minimum of 80 out of 100 points in stage 1 will be further considered for evaluation in Stage 2. (*Attached per Annexure B.*)

**Stage 2:**

Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the Overstrand Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status.

**10.2 Functional responsiveness:**

10.2.1 Submission of **resumes of project team members** to be allocated to the project with supporting evidence to clearly illustrate that the member complies with the competencies set out herein, a description of each member's technical competence with 7 years' referenced experience in relation to the project's objectives and track record of relevant expertise. In order for points to be allocated to the bidder, the qualifications of the nominated team member must be relevant to the nature of the work and the number of years' experience related to the nature of the work required should be clearly indicated.

10.2.2 Outline of suggested **approach and methodology**. The proposed methodology and project plan must set out an approach which responds to the proposed scope of work and articulates what the bidder is offering to provide. The bidder must set out their understanding of the objectives of the study, giving the stated and implied requirements, highlighting issues of importance and explaining the technical approach that would be adopted to address these.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



10.2.3 **Project Plan** detailing roll out of the project including an organizational chart and work breakdown structure that complies with the scope of work, i.e.:

- i. A detailed breakdown of the various tasks, subtasks, calendar time allocation to correspond with the IDP time schedule (*attached as Annexure A*), resources allocated, major activities and milestones relative to cash flow expectations;
- ii. A schedule of project team members allocated to the project, their positions and designations and hour they will be involved in the project as well as hourly rates (inclusive of VAT); and
- iii. Detailed breakdown of budget and cash flows for each of the components and phases. Professional fees will cover all technical work, including mapping and GIS capture, disbursements and specialist inputs. Direct costs include cost of subsistence, travel, accommodation, photocopies, printing and mailing cost of letters, equipment, etc. Provision must also be made for printing and replication of the project deliverables.

**11. Intellectual property**

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

**12. Declaration of confidentiality**

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

**13. Financial penalties**

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**14. Extra work**

Any costs for extra work by the service provider, incurred over and above this bid which, in the sole opinion of the Senior Manager: Town and Spatial Planning are due to reasons attributable to the service provider during any phase of the project shall be borne by the service provider.

**15. Outclause**

15.1 The Overstrand Municipality reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Directorate.

15.2 The Municipality reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

**16. Contactable officials for clarification**

Enquiries can be addressed to:

16.1 Enquiries related to **bid documentation** can be directed to:

Name of Official	Tel No	Email Address
Rita Neethling	028 313 8064	<a href="mailto:rneethling@overstrand.gov.za">rneethling@overstrand.gov.za</a>
Liezel du Preez	028 313 8147	<a href="mailto:ldupreez@overstrand.gov.za">ldupreez@overstrand.gov.za</a>

16.2 Enquiries related to these Terms of Reference can be directed to:

Name of Official	Tel No	Email Address
AR Kuchar	028 313 8900	<a href="mailto:rkuchar@overstrand.gov.za">rkuchar@overstrand.gov.za</a>

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**Article II: DECLARATION OF BIDDER'S INTEREST IN THE PROJECT**

**DECLARATION OF INTEREST**

1. In order to limit subjectivity, avoid subjective promotion towards a specific planning ideology and manipulation of project outcomes it is important that service providers have professional conduct and at all times act according to the code of conduct stipulated in Section 18(1),(2) and (3) of the Planning Professions Act (Act 36 of 2002). In view of possible allegations of contravening the said sections in the Act, it is required that the bidder or their authorised representative declare their position in relation to the proposed development and area of study 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.

2.1 Full Name: \_\_\_\_\_

2.2 Identity number: \_\_\_\_\_

2.3 South African Council for Planners Registration Number: \_\_\_\_\_

2.4 Do you or any of your team members who forms part of this bid have any interest in the project and/or study area, other than the outcomes of this project? **YES / NO**

2.4.1 If so, furnish particulars.

.....  
 .....

2.5 Are you connected with any person or organisation that is having any interest in the project and/or study area, other than the outcomes of this project?

**YES / NO**

2.5.1 If so, state particulars.

.....  
 .....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

2.6 Do you, have any relationship (family, friend, other) with any interest in the project and/or study area, other than the outcomes of this project?

**YES / NO**

2.6.1 If so, state particulars.

.....

.....

**DECLARATION**

I, THE UNDERSIGNED, (NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**18. ANNEXURE B**

**APPOINTMENT OF A SERVICE PROVIDER(S) TO PROVIDE SPECIALIST PROFESSIONAL SERVICES TO AMEND THE OVERSTRAND MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK AS PART OF THE PROCESS OF DRAFTING AN IDP FOR GEORGE**

**STAGE 1: FUNCTIONALITY (Part C4)**

FUNCTIONALITY CRITERIA		Weighting Factors
<b>SERVICE PROVIDERS' SKILLS, COMPETENCIES AND EXPERIENCE</b>		
1.	Qualification and registration (where applicable) of all key practitioners on project team degree in town and regional planning and registered with SACPLAN <i>5 points for each planner</i> (minimum score of 15 points)	25
2.	Professional Planner as Project Manager with proven management skills and experience in projects of similar scope and character to that envisioned in this terms of reference. Proof of at least 2 projects being project manager. (Refer to clause 6.3 of specs).	10
3.	Experience and expertise in spatial planning. <i>Bidder to submit a list of all SDF's completed</i> <i>5 points per SDF completed</i> (minimum score of 15 points)	25
4.	GIS Competency (See clause 6.4.1) <i>5 points for each dedicated GIS specialist employed</i>	10
5.	Delivery of a GIS product in an ESRI compatible format	10
6.	Years of company's existence. Provide company's profile <i>5 points per year</i>	20
<b>TOTAL SCORE</b>		<b>100</b>
Minimum functionality score to qualify for further evaluation		80%

*The attached Schedule of Work Experience of Tendering Entity must be completed.*

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**19. SCHEDULE OF WORK EXPERIENCE OF THE BIDDER**
**REVIEW OF THE OVERSTRAND SPATIAL DEVELOPMENT FRAMEWORK**
**SCHEDULE OF WORK EXPERIENCE OF TENDERING ENTITY**

This schedule must be completed by black ink. Tenderers shall include all information required for scoring functionality with their tender submission, as no clarification or substantiation will be engaged with after closure of the tenders.

The tenderer is therefore required to complete the schedule below, relevant to the experience of the Tendering Entity.

No.	SERVICE PROVIDERS SKILLS, COMPETENCIES AND EXPERIENCE					
1.	Qualification and registration (where applicable of all key practitioners on project team degree in town and regional planning and registered with SACPLAN	Y / N	Town Planner (Name, Tel No. and E-mail Address		SACPLAN Reg No of Town Planner	Experience
2.	Professional Planner as Project Manager with proven management skills and experience in projects of similar scope and character to that envisioned in terms of reference.	Y / N	Town Planners Name		Registered	List Experience as Project Manager

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
Reference No:	SC 1887/2018		Page 60 of 85



3.	Experience and expertise in spatial planning	Y / N	<b>List the SDF's successfully completed and adopted</b>		
4.	GIS Competency	Y / N	<b>Name of GIS expert/s</b>	<b>Qualification</b>	<b>Approved by PLATO Yes / No</b>
5.	Delivery of GIS product in an ESRI compatible format	Y / N	<b>Software</b>	<b>ESRI Compatible</b>	<b>Yes / No</b>
6.	Years of company's existence. Provide company profile	Y / N	<b>Years' in existence</b>	<b>Company Profile</b>	

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

**SIGNED ON BEHALF OF TENDERER:** .....

Attach more pages if necessary.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
Reference No:	SC 1887/2018	Page 61 of 85	

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MUNICIPALITY

## 20. ANNEXURE A

**TIME SCHEDULE FOR THE 2018/19 IDP REVIEW AND BUDGET PROCESS OF OVERSTRAND MUNICIPALITY (1<sup>ST</sup> REVIEW OF THE 5 YEAR IDP – 2017/2022)**

TASK/ ACTIVITY	RESPONSIBILITY	Close-off	Close off	2018/19 BUDGET TIME FRAME
		2016/17 FINANCIAL YEAR	2017/18 FINANCIAL YEAR	
<b>JUNE-OCTOBER 2017 PREPARATION PHASE</b>				
District IDP Managers Forum (time schedule activity alignment) (Coordinated by ODM- IDP Manager)	Strategic Office			<b>8-Aug-17</b>
Table in Council a budget and IDP time schedule of key deadlines (Every year- at least 10 months before the start of the budget year)	Strategic Office			<b>30-Aug-17</b>
Provincial IDP Managers Forum	Local/ Provincial alignment- 2 <sup>nd</sup> Quarter Provincial engagement – Strategic Office			<b>31 Aug- 1 Sept 17</b>
Submission of the time schedule to ODM, the Provincial Government and National Government	Strategic Office/ Budget Office			<b>7 Sept-17</b>
Place public notice on the IDP review/Budget time schedule approval	Strategic Office			<b>7 Sept-17</b>
<b>ANALYSIS, STRATEGY AND PROJECT PHASES</b>				
Discussion with Area Management and Ward Councilors- Methodology for review of community needs for the 2018/19 IDP review	Area Managers/ Directors Community Services & Management Services/ Ward Councilors/Strategic Office			<b>27-July-17</b>
Budget Office to submit Current 3 year capital budget to Strategic Office	Budget Office			<b>27-July-17</b>

TASK/ ACTIVITY	RESPONSIBILITY	Close-off 2016/17	Close off 2017/18	2018/19 BUDGET
		FINANCIAL YEAR	FINANCIAL YEAR	TIME FRAME
Senior Managers for the respective administrations receive prioritised Wish list from Strategic Office of previous project requests for Ward Committees to review (including the Current 3 year capital budget from Budget Office)	Strategic Office/ Budget Office			28-July-17
Ward committees meet to review current needs on the wish list	Snr Managers for the respective administrations			14-18-Aug-17
Public ward feedback meetings- Ward committees obtain public input for draft Ward requests (ward specific projects) and draft reviewed prioritised ward wish list for the 2018/19 financial year	Ward Committees/ Snr Managers for the respective administrations			11-15-Sept-17
Snr Managers for the respective administrations submit draft Ward requests to the Budget Office and draft reviewed prioritised wish list to the Strategic Office	Snr Managers for the respective administrations			19-Sept-17
Review status of Samras Budget Portal functionality and MTREF budget information	Samras/Budget Office			22 Sept-17
Mayoral Strategic session with Management and Councilors (Determine strategic direction for the 2018/19 IDP review)	Strategic Office			11-28-Sept-17
Top Management Meeting with MM (Directors & Budget Office) to discuss budget proposals and budget affordability	TMT/Budget Office			2-3-Oct-17
<b>Budget Steering Committee Meeting</b> - Direction on proposed Tariff increases & increases in Revenue , Expenditure and Capital & Ward Specific Allocations	Budget Steering Committee			3-6-Oct-17
Senior Managers for the respective administrations receives directive from Budget Steering Committee (BSC) on draft ward requests <b>(After BSC meeting)</b>	TMT/Budget Office			6-Oct-17
Based on BSC directive, Ward Committees meet for finalisation of their ward projects and reviewed prioritised wish list	Snr Managers of the respective administrations			9-13-Oct-17
Budget Office distributes current approved three year capital budget to directors and project managers to review existing projects on the two outer years and prioritise projects for the third outer year (2020/2021)	Budget Office			09-Oct-17
Snr Manager Revenue sends Tariff Lists to Directors for review	Snr Manager Revenue			09-Oct-17
Snr Managers of the respective administrations submit final ward projects to	Snr Managers of the			16-Oct-17

TASK/ ACTIVITY	RESPONSIBILITY	Close-off 2016/17	Close off 2017/18	2018/19 BUDGET
		FINANCIAL YEAR	FINANCIAL YEAR	TIME FRAME
Budget Office and final reviewed prioritised wish list to Strategic Office	respective administrations			
Strategic office distribute final reviewed prioritised ward wish list to Directorates for their response by 2 <sup>nd</sup> November 2017	Strategic Office			19-Oct-17
Final review Samras Budget Portal for readiness	Samras/Budget Office			20-Oct-17
Mayoral directional IDP/Budget Speech	Executive Mayor			25-Oct-17
Directors submit draft 3 year MTREF capital proposals of existing projects on the two outer years and prioritised projects for the third outer year (2020/2021)	Directors			31-Oct-17
<b>INTEGRATION PHASE</b>				
District IDP Rep/PP Comm Forum	Coordinated by ODM IDP Office			Nov-17
Budget office to issue directives to budget holders regarding the compilation of 2018/19 – 2020/21) OPEX Budget	Budget Office			1-Nov-17
Directors to submit Tariff proposals to Senior Manager Revenue	Directors			1-Nov-17
<b>Budget Steering Committee Meeting</b> - To discuss & review capital budget requests ( <b>ROUND1</b> )	Budget Steering Committee			6-10-Nov-17
Workshop on Tariffs and Tariff Related Policies	Budget Office			6-10-Nov-17
Samras Budget Portal update where necessary with new IDP Strategic objectives/Focus Areas/Programs	Samras/Strategic Office/Budget Office			10-Nov-17
Additional Training if required for all Budget Holders on the new Samras Budget Portal for OPEX and CAPEX Budgets (Project Based Approach)	All Budget Holders/Budget Office			13-17-Nov-17
<b>Capturing of Opex &amp; Capex budgets on the Budget Portal</b>	<b>All budget Holders</b>			13-Nov-17 to
Directors to submit New Post requests to HR & Salary Office	Directors			20-Nov-17
Managers to submit Final List of Overtime, Essential etc. to Salary Department	Managers			24-Nov-17
HR/Salary Office to submit requests for new staff/posts to the Budget Office	HR			24-Nov-17
District IDP Managers Forum (Coordinated by ODM- IDP Manager)	Strategic Office			27-Nov-17
District IDP Rep/PPCom Forum (Coordinated by ODM- IDP Manager)	Strategic Office			Nov-17 to be confirmed
Budget Office to distribute Year-to-Date Opex & Capex performance for	Budget Office			

TASK/ ACTIVITY	RESPONSIBILITY	Close-off 2016/17	Close off 2017/18	2018/19 BUDGET
		FINANCIAL YEAR	FINANCIAL YEAR	TIME FRAME
2017-2018 for Mid-Year review proposals			30-Nov-17	
Provincial IDP Managers Forum	Local/ Provincial alignment- Quarter 3 Provincial engagement -Strategic Office			30-Nov/1 Dec-17
<b>Closing date for the capturing of Opex &amp; Capex budgets on the Budget Portal</b>	<b>All budget Holders</b>			<b>1-Dec-17</b>
Snr Manager Revenue to submit Draft Tariff list and proposed Revenue to Budget Office	Snr Manager Revenue			<b>1-Dec-17</b>
Salary Office to submit draft three year salary budget & WCA estimates to	Salary Section			<b>1-Dec-17</b>
Asset Management to submit draft three year depreciation budget (Asset register 2017) to Budget Office	Asset Management			<b>1-Dec-17</b>
Costing Section must provide Draft Recharges/ Departmental charges to Budget Office	Costing Section			<b>1-Dec-17</b>
Cash management to submit draft three year Interest & Redemption (Loan register 2017) to Budget Office	Cash Management			<b>1-Dec-17</b>
Fleet Management to submit Draft Vehicle Budget: Fuel & Maintenance to	Fleet Management			<b>1-Dec-17</b>
Accounting Services to submit provisions and operating leases estimates to budget office	Accounting Services			<b>1-Dec-17</b>
Directors return Mid-Year review requests to Budget Office	Directors		<b>8-Dec-17</b>	
<b>Directors confirm budget position of information captured on the Budget Portal for their respective directorates</b>	<b>Directors</b>			<b>8-Dec-17</b>
<b>Budget Steering Committee Meeting</b> - Mid Year Review (2017/2018 Budget): Consider proposals for adjustments budget (Capex & Opex) and Review <b>Draft Capex &amp; Opex budget for 2018-2019 to 2020-2021</b> & finalisation of	Budget Steering Committee		<b>11-13-Dec-17</b>	<b>11-13-Dec-17</b>
Budget Office distributes the <b>Mid-Year Review (Capex &amp; Opex) Changes</b> for final verification	Budget Office		<b>15-Dec-17</b>	
Budget Office distributes the status on the <b>Draft Capex &amp; Opex budget for 2018-2019 to 2020-2021</b>	Budget Office			<b>15-Dec-17</b>

TASK/ ACTIVITY	RESPONSIBILITY	Close-off 2016/17	Close off 2017/18	2018/19 BUDGET
		FINANCIAL YEAR	FINANCIAL YEAR	TIME FRAME
Compilation of Mid-Year Review Report (2017/18)	Budget Office/ Strategic Office		15-19 Jan-18	14-18 Jan-19
Statistical Information reports for New Budget Formats distributed to applicable Directors & Managers for completion	Budget Office			20-Jan-18
<b>Submit Mid-Year Review (MYR) Report to Mayor</b>	Budget Office/ Strategic Office		24-Jan-18	25-Jan-19
<b>Table Mid-year Review (MYR) in Council</b>	Budget Office/ Strategic Office		25-Jan-18	30-Jan-19
<b>Budget Steering Committee Meeting</b> - Final discussion of Tariffs & Final Adjustment Budget Review (2017/2018 Budget)	Budget Steering Committee		30/31 Jan-18	30/31 Jan-18
Responsible officials confirm final salary, depreciation, departmental charges, interest & redemption, vehicle costs, provisions & op. leases budget information to the Budget Office	Salary Section Asset Management Costing Section Cash Management Fleet Management Accounting Services			2-Feb-18
Budget Office distributes <b>Draft Capex &amp; Opex budget for 2018-2019 to 2020-2021</b> for BSC meeting	Budget Office			9-Feb-18
Snr Manager: Revenue submits Final revenue projections & Tariffs to Budget Office	Snr Manager Revenue			9-Feb-18
Review Budget Related Policies	Budget Committee/Councilors/ Directors/Managers			1-9-Feb-18
Compile Adjustment Budget (2017/2018 Budget): NT Reports and working papers	Budget Office		6-16-Feb-18	
Final Review of 2017/2018 Adjustment Budget documents	Budget Office		19-20-Feb-18	
<b>Budget Steering Committee Meeting</b> - To discuss final draft Opex, Capex and revenue projections	Budget Steering Committee			12-15 Feb-18
Provincial IDP Indaba 2 / MGRO 2 (Coordinated Dept. LG- IDP Directorate)	Strategic Office/ MM/ Directors			Feb-18- Dept. LG to confirm

TASK/ ACTIVITY	RESPONSIBILITY	Close-off 2016/17	Close off 2017/18	2018/19 BUDGET
		FINANCIAL YEAR	FINANCIAL YEAR	TIME FRAME
District IDP Rep/PP Comm Forum	Coordinated by ODM IDP Office			Feb-18 ODM to confirm
District IDP Managers Forum (Coordinated by ODM- IDP Manager)	Strategic Office			9-Feb-18
Start with the compilation of Draft SDBIP (2018/19)	Strategic Office/ Directorates			19-Feb-18
Budget Office send Final list of new posts to Salary Department after discussion with BSC	Budget Office			19-Feb-18
Directors and Managers return final Statistical Information with final sign off by Directors to verify information submitted	Directors/Managers			19-Feb-18
Directors and Managers confirm final operational and capital budget proposals to Budget Office	Directors/Managers			20-Feb-18
Managers confirm final depreciation, salary budget and interest & redemption, Recharges/ Departmental charges to Budget Office	Relevant Managers			20-Feb-18
Snr Manager Revenue Dept. confirm Draft tariffs & Revenue Projections to Budget Office	Snr Manager: Revenue			20-Feb-18
Update & Balance Financial System with 3yr Budget Info	Budget Office			19-23 Feb-18
Review Draft I/E and Capital Budget status	Budget Office			22-23 Feb-18
Compile Draft Cash Flow	Budget Office			27-28 Feb-18
Managers to submit Final Policies to CFO	Managers			28-Feb-18
Submit Electricity Tariffs to NERSA	Snr. Manager: Revenue			28 Feb -18
Managers to submit Activity/ Business Plans for Grants to Budget Office	Budget Holders			28 Feb -18
<b>Budget Steering Committee Meeting</b> – Review of final draft Opex, Capex & revenue budgets	Budget Steering Committee			28 Feb -18
OMAF Meeting - 2018/19 IDP review focus areas & preliminary budget proposals for 2018/19	OMAF - Ward Com/Mayor/Councilors/ Directors /Managers			21-28-Feb-18
Provincial IDP Managers Forum	Local/ Provincial alignment- 4 <sup>th</sup> Quarter Provincial engagement – Strategic Office			1-2-Mar-18
Finalise the draft IDP review for 2018/19	Strategic Office			1-20 Mar-18
Finalisation of Draft Opex & Capex Budgets working papers	Budget Office			01-09 Mar-18

TASK/ ACTIVITY	RESPONSIBILITY	Close-off 2016/17	Close off 2017/18	2018/19 BUDGET
		FINANCIAL YEAR	FINANCIAL YEAR	TIME FRAME
Update & Balance A Schedule and compile draft agenda item	Budget Office			09-15 Mar-18
Budget Office send financial information to Strategic Office for Draft IDP review & SDBIP	Budget Office			16-Mar-18
Budget Office compile Draft Budget Report & Schedules	Budget Office			16-20 Mar-18
Budget Office does Final Review of Draft Budget Report & Schedules	Budget Office			22-23 Mar-18
Printing & Binding of Draft Budget Report & Electronic Files	Budget Office			23-26 Mar-18
Budget Office distributes Draft Budget Report	Budget Office			27 Mar-18
Prepare advertisements for Draft IDP& Budgets for comments	Budget Office / Strategic Office			26 Mar-18
Budget Office distributes Draft Budget Report	Budget Office			27 Mar-18
<b>Draft IDP review/Budget tabled in Council</b>	Budget Office / Strategic Office			28-Mar-18
<b>Submit Draft IDP review/Budget files to Provincial Treasury after Council Meeting</b>	Budget Office / Strategic Office			28-Mar-18
<b>Place Draft Budget and IDP review on website</b>	Budget Office / Strategic Office			28-Mar-18
Submission of Annual Draft Budget, data strings and IDP for representation to National Treasury and any other prescribed organs of state.	Budget Office / Strategic Office			29-Mar-18
<b>Advertise Draft IDP review &amp; Budget for public comment</b>	Budget Office / Strategic Office			29/30-Mar-18
<b>APRIL – MAY 2018</b>				
<b>CONSULTATION &amp; APPROVAL PHASE</b>				
Public comment period	Community			30-Mar-30 Apr-18
	Community/ Councilors/ Top Management/ Area Managers			April 2018
LG MTEC3 Engagement	Provincial Treasury/ Municipal Delegation			end April/ Mid-May-18
Grant champions to submit Final Activity/ Business Plans for Grants to Budget Office	Grant Champions			27-Apr-18
District IDP Managers Forum (Coordinated by ODM- IDP Manager)	Strategic Office			27-Apr-18
Managers to submit Demand Management Plans to SCM	Budget Holders			30-Apr-18
Summarise all community feedback and distribute to the relevant	Budget Office			3 May-18

TASK/ ACTIVITY	RESPONSIBILITY	Close-off 2016/17	Close off 2017/18	2018/19 BUDGET
		FINANCIAL YEAR	FINANCIAL YEAR	TIME FRAME
stakeholders for consideration to be included in the Final Budget report				
<b>Budget Steering Committee Meeting</b> - Consideration of Budget Comments (Review Budget comments to make decision on comments)	Budget Steering Committee			<b>4 May-18</b>
Budget Office updates final changes on financial system	Budget Office			<b>7-8 May -18</b>
Budget Office compile Final Budget Report and Schedules	Budget Office			<b>7-17 May-18</b>
Budget Office does Final Review of Budget Report & Schedules	Budget Office			<b>18 -21 May-18</b>
Printing , Binding and Electronic Media of Final Budget Report	Budget Office			<b>22-23 May -18</b>
Distribution of Final Budget Report and submit report to Council Support Services	Budget Office			<b>24-May -18</b>
<b>Approval of IDP review and Budget by Council</b>	Budget Office / Strategic Office			<b>30- May-18</b>
District IDP Rep/PP Comm Forum	Coordinated by ODM IDP Office			<b>May-18 ODM to confirm</b>
<b>IMPLEMENTATION PHASE</b>				
Provincial IDP Managers Forum	Local/ Provincial alignment- 1 <sup>st</sup> Quarter Provincial engagement – Strategic Office			<b>31-May-1 June-18</b>
Place Final Budget documents on the website	Budget Office			<b>4- June-18</b>
Advertise Final Budget and Tariffs in the media	Budget Office			<b>7-June-18</b>
<b>Submission of Final Budget and data strings and IDP review to National and Provincial Treasury</b>	Budget Office / Strategic Office			<b>8 June-18</b>
Municipal Manager submits SDBIP to Mayor	Municipal Manager			<b>11-June-18</b>
Submit Budget Related Appendix B reports to National and Provincial Treasury	Budget Office			<b>13 June-18</b>
Confirm/Capture Capital Budget on Financial System	Budget Office			<b>11-15 June-18</b>
Compile Electronic Internal Budget Book	Budget Office			<b>18-28 June-18</b>
Publish a summary of Budget in Bulletin	Manager: Communications			<b>15-June-18 TBC</b>
Approval of SDBIP by Executive Mayor	Mayor			<b>28-June-18</b>
Finalise and approval of the performance agreements of the S54A and S56 appointees	Strategic Office/EM/MM			<b>28-June-18</b>

TASK/ ACTIVITY	RESPONSIBILITY	Close-off 2016/17	Close off 2017/18	2018/19 BUDGET
		FINANCIAL YEAR	FINANCIAL YEAR	TIME FRAME
Advertise Property Rates Tariffs in Provincial Gazette	Senior Manager: Revenue			22 June-18
Place Internal Budget Book on Intranet and inform budget holders	Budget Office			29-June-18
Submit Budget Locking Certificate to National Treasury	Budget Office			30-June-18
<b>REPORTING &amp; REVIEW</b>				
Monthly Budget Statement to Municipal Manager and Mayor	Budget Office		Aug 17- Jul 18	Aug 18- Jul 19
Quarterly reporting by Mayor to Council	Mayor		Oct 17, Jan 18, Apr 18, Jul 18	Oct 18, Jan 19, Apr 19, Jul 19
Table adjustments Budget	Budget Office		28-Feb-18	28-Feb-19
Finalise Roll over Projects (Final Amounts)	Budget Office		5-Jul-18	4-Jul-19
Table Adjustments Budget for approval of Roll over projects	Budget Office		25-Jul-18	31-Jul-19
Table in Council Draft unaudited Annual Report /AFS	Budget Office / Strategic Office	31-Aug-17	30-Aug-18	29- Aug-19
Submission of annual financial statements to AG	Accounting Services	31-Aug-17	31-Aug-18	31-Aug-19
Finalise the draft unaudited annual report for submission to AG	Strategic Office	31-Aug-17	31-Aug18	31 Aug-19
Submit Adjustments Budget (Overspending), if necessary	Budget Office	19-Jan-18	26-Jan-19	30-Jan-20
Submit Draft audited Annual Report to Council	Strategic Office	25-Jan-18	26-Jan-19	30-Jan-20
Finalise Annual Report Comments for Approval	Strategic Office	Feb-March	Feb-March	Feb-March
Approval of Annual Report	Strategic Office	28-Mar-18	28-Mar-19	27-Mar-20

**Notes:****Capex- Capital budget****Opex- Operating budget**

## 21. FORM OF OFFER AND ACCEPTANCE

### NOTES:

1. This form must be completed by both the successful bidder (Part 1) and the purchaser (Part 2).
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

### 1. OFFER

- 1.1. The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:
- 1.2. The bidder, identified in the offer signature block, has examined the draft contract as listed in the acceptance section and agreed to provide this offer.
- 1.3. By the representative of the bidder, deemed to be duly authorised, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the employer under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:	
In figures:	R
In words:	

- 1.4. This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)		
Name(s)		
Capacity		
For the bidder:		
Name of witness:	<i>(Insert name and address of organisation)</i>	Date
Signature of witness:		



**2. ACCEPTANCE**

- 2.1. By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the bidder's offer shall form an agreement between the employer and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 2.2. Deviations from and amendments to the documents listed in the bid data and any addenda thereto listed in the returnable schedules as well as any changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid documents and the receipt by the bidder of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

FOR OFFICIAL USE ONLY

Signature(s):		
Name(s):		
Capacity:		
For the employer:	<b>Overstrand Municipality</b> <b>Magnolia Avenue</b> <b>Hermanus</b>	
Name of witness:		Date:
Signature of witness:		

**22. DECLARATION BY TENDERER**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

I / We furthermore confirm I / we satisfied myself / ourselves as to the correctness and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

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

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



## PART C – DATABASE REGISTRATION

<b>A</b>	<b>If you are a bidder, DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, COMPLETE THIS SECTION</b>		
<b>SCM DATABASE REGISTRATION NUMBER</b>		<b>SC</b>	
<b>NAME OF FIRM</b>			
<b>SIGNATURE</b>		<b>CAPACITY</b>	
<b>NAME (PRINT)</b>			

<b>B</b>	<b>If you are a bidder, NOT DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, it is compulsory to complete and attach the following forms:</b>
1	Database Registration Form
2	Questionnaire For Preferential Procurement Policy
3	Declaration By Supplier
4	National Small Business Act No. 102 Of 1996 Classification
5	Documents Required
6	Nature Of Operations, Products Or Services
7	Credit Order Instruction



**FOR OFFICE USE ONLY**

<b>FORMS REMOVED &amp; HANDED TO DATABASE OFFICIAL</b>					
<b>1</b>	<b>Database Registration Form</b>	Yes		No	
<b>2</b>	<b>Questionnaire For Preferential Procurement Policy</b>	Yes		No	
2.1	BBBEE Certificate / Letter from Auditor				
<b>3</b>	<b>Declaration By Supplier</b>	Yes		No	
<b>4</b>	<b>National Small Business Act No. 102 Of 1996 Classification</b>	Yes		No	
<b>5</b>	<b>Nature Of Operations, Products Or Services</b>	Yes		No	
<b>6</b>	<b>Credit Order Instruction</b>	Yes		No	
<b>7</b>	<b>Documents Required:</b>				
7.1	Copy of Company Registration Documentation	Yes		No	
7.2	Tax Clearance Certificate	Yes		No	
7.3	PAYE	Yes		No	
7.4	UIF Certificate / proof	Yes		No	
7.5	WCA Certificate / Letter of Good Standing	Yes		No	
7.6	Copies of ID documents of Directors / Members / Shareholders / Partners.	Yes		No	
<b>8.</b>	<b>LIST ANY OTHER FORMS REMOVED AND SUBMITTED TO DATABASE OFFICIAL:</b>				
<i>I confirm that I have removed the forms as indicated above from the tender document and forwarded it to the Supplier Database Official</i>					
	<b>Removed</b>	<b>Checked</b>			
<b>Print Name</b>					
<b>Signature</b>					
<b>Date</b>					





**PREFERENTIAL PROCUREMENT REGULATIONS 2011**

**1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

1.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 1.1. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by a Verification Agency accredited by SANAS or an original sworn affidavit or an originally certified copy thereof.
- 1.2. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or an originally certified copy thereof, substantiating their B-BBEE rating by a Verification Agency accredited by SANAS.
- 1.3. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 1.4. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 1.5. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 1.6. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 1.7. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**2. BID DECLARATION**

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

2.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
2.1.1.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
2.1.1.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

*(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an original sworn affidavit or an originally certified copy thereof).*

<b>3</b>	Persentasie aandeelhouding van persone geklassifiseer as <b>jeug</b> . (18 – 35 Jaar oud) / Percentage of shareholding of persons in the business classified as <b>youth</b> . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba <b>lulutsha</b> (18 – 35 Yeminyaka)	%
<b>4</b>	Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ? Is your business established within the area of jurisdiction of the Municipality? Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili?	In/Ngaphakathi Uit/Out/Ngaphandle

Hiermee sertifiseer ek/ons die ondergetekende en die getuienisse dat bogenoemde inligting korrek is. / I/We hereby certify that the abovementioned information is correct signed by myself/ourselves and the witnesses. / Mna/Thina siqinisekisa ukuba ezi nkukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

<b>Handtekening / Signature / Osayinileyo</b>	<b>Getuie / As Witness / Njengengqina</b>



**DECLARATION BY SUPPLIER**

1. This document serves as a declaration to be used by the municipality 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. No Registration will be accepted from persons in the service of the state\*.

2.(a) Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

2.(b) The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have:

- (i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system;
- (ii) been convicted for fraud or corruption during the past five years;
- (iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;
- (iv) being a person whose tax matters are not cleared by the South African Revenue Services; or
- (v) 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).

3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
3.1	Print full Name:			
3.2	Company/CC Registration or ID Number:			
3.3	Are you presently <i>in the service of the state</i> ? *	YES	NO	
3.3.1	<b>If so, furnish particulars.</b>			
3.4	Have you been <i>in the service of the state</i> for the past twelve months?	YES	NO	
3.4.1	<b>If so, furnish particulars.</b>			
3.5	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?	YES	NO	
3.5.1	<b>If so, furnish particulars.</b>			
3.6	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?	YES	NO	
3.6.1	<b>If so, furnish particulars.</b>			
3.7	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.7.1	<b>If so, furnish particulars.</b>			
3.8	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.8.1	<b>If so, furnish particulars.</b>			
3.9	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES	NO	
3.9.1	<b>If so, furnish particulars.</b>			



<b>3.10</b>	Is the supplier 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)?	YES		NO	
<b>3.10.1</b>	<b>If so, furnish particulars.</b>				
<b>3.11</b>	Was the supplier or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES		NO	
<b>3.11.1</b>	<b>If so, furnish particulars.</b>				
<b>3.12</b>	Does the supplier or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	YES		NO	
<b>3.12.1</b>	<b>If so, furnish particulars.</b>				
<b>3.13</b>	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES		NO	
<b>3.13.1</b>	<b>If so, furnish particulars.</b>				

**CERTIFICATION**

I, THE UNDERSIGNED, \_\_\_\_\_, 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.

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

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

- 6. a member of –
  - 6.1. any municipal council;
  - 6.2. any provincial legislature; or
  - 6.3. the national Assembly or the national Council of provinces;
- 7. a member of the board of directors of any municipal entity;
- 8. an official of any municipality or municipal entity;
- 9. 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);
- 10. a member of the accounting authority of any national or provincial public entity; or
- 11. an employee of Parliament or a provincial legislature.

<p style="text-align: center;"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____,</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p style="text-align: center;"><b>Apply official stamp of authority on this page:</b></p>
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**MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY (To be signed in the presence of a Commissioner of Oaths)**

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

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

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

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

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

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

**NB: Please attach** certified copy(ies) of ID document(s)

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

Signature	Position	Date

<p align="center"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p><b>Apply official stamp of authority on this page:</b></p>
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## National Small Business Act No. 102 of 1996 Classification

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

**NATURE OF OPERATIONS, PRODUCTS OR SERVICES**

Please list the products/services provided by your enterprise under the appropriate headings. Indicate the PRIMARY and/or SECONDARY function applicable to your business by ticking the appropriate box  and (i.e. nature of operations, products or services):

PRIMARY FUNCTION:		SECONDARY FUNCTION:	
PRODUCTS	<input type="checkbox"/>	PRODUCTS	<input type="checkbox"/>
SERVICES	<input type="checkbox"/>	SERVICES	<input type="checkbox"/>
LABOUR	<input type="checkbox"/>	LABOUR	<input type="checkbox"/>
EQUIPMENT	<input type="checkbox"/>	EQUIPMENT	<input type="checkbox"/>

**KREDIETBEVEL INSTRUKSIE / CREDIT ORDER INSTRUCTION / UMYALELO NGOTYALO MALI**

Dit is die Overstrand Munisipaliteit se beleid om alle krediteure deur middel van direkte bankoorplasinge te vereffen. Verskaf meegaande inligting en verkry asb. U bankiers se bevestiging.	It is the policy of the Overstrand Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.	Yinkqubo kaMasipala wesithili saseOverstrand ukuhlawula abo kufuneka bebahlawule ngokufaka imali ebhankini. Nceda ke ngoko uzalise olu xwebhu lungezantsi ngeenkukacha zakho ucele ibhanki yakho ukuba yenze isiqinisekiso sezi nkukacha.
--	--	---

BESONDERHEDE VAN FIRMA/INSTANSIE / DETAILS OF FIRM/INSTITUTION / IINKCUKACHA ZEFEMU/IZIKO:												
Naam / Name / Igama												
Adres / Address / Idilesi												

BESONDERHEDE VAN MY/ONS BANKREKENING IS AS VOLG / DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS / IINKCUKACHA ZEBHANKI YAM ZIMI NGOLU HLOBO:												
NAAM VAN BANK / NAME OF BANK / IGAMA LEBHANKI												
NAAM VAN TAK / NAME OF BRANCH / IGAMA LESEBE LEBHANKI												
REKENING NR / ACCOUNT NO / INOMBOLO YE_AKHAWUNTI												
TAKKODE / BRANCH CODE / IKHOWUDI YESEBE												
TIPE REKENING / TYPE OF ACCOUNT / UHLOBO LWE_AKHAWUNTI												

1 = Tjekrekening Cheque Account I-akhawunti yetshekhi	2 = Transmissierekening Transmission Account I-akhawunti vokuqithisela	3 = Spaarrekening Savings Account I-akhawunti yemali eqcniweyo
4 = Verbandrekening Bond Account I-akhawunti yebhondi	5 = (Nie in gebruik) (Not in use) Avisetvenziswai	6 = Subskripsieaandeelrekening Subscription Share Account I-akhawunti vomrhumo wezabelo

Ek/ons versoek en magtig hiermee die Overstrand Munisipaliteit om enige bedrae wat my/ons mag toeval, in my/ons bankrekening te krediteer. Ek/ons verstaan dat 'n betalingsadvies deur die Overstrand Munisipaliteit in die normale wyse verskaf sal word wat die datum sal aantoon wanneer die fondse beskikbaar sal wees, asook besonderhede van die betaling. Ek/ons onderneem verder om die Overstrand Munisipaliteit vroegetydig in kennis te stel van enige verandering in my/ons bankbesonderhede en erken dat hierdie magtiging slegs deur my/ons met dertig dae kennis gekanselleer kan word deur middel van voorafbetaalde geregistreerde pos.	I/we hereby request and authorise the Overstrand Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account. I/we understand that a payment advice will be supplied by the Overstrand Municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment. I/we further undertake to inform the Overstrand Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days notice by prepaid registered post.	Mna/Thina sicela/sigunyazisa uMasipala Wesithili saseOverstrand ukuba ahlawule yonke imali ezimfanelo zam/zethu kwi-akhawunti yebhanki yam/yethu. Ndi/Siyaqonda ukuba isiqinisekiso semali ehlawulwe ngumasipala siza kufumaneka kwaye eso siqinisekiso siza kubonisa umhla ekuhlawulwe ngawo kunye nezinye iinkcukacha zentlawulo. Ndi/Siya kumazisa umasipala xa iinkcukacha zebhanki yam zitshintshile kwaye ndiza kubanika isaziso seentsuku ezingama-30 ndisithumele ngeleta erejistarishiweyo.
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GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / USAYINO OLOGUNYAZISIWEYO	
VOORLETTERS EN VAN / INITIALS AND SURNAME / OONOBUMBA BOKUQALA BEGAMA KUNYE NEFANI	
TELEFOONNOMMER / TELEPHONE NUMBER / INOMBOLO YEFOWUNI	DATUM / DATE / UMHLA

VIR BANKGEBRUIK ALLEENLIK / FOR BANK USE ONLY / KUSETYENZISWA YIBHANKI KUPHELA	
Ek/ons sertifiseer hiermee dat die besonderhede van ons kliënt se bankrekening soos aangedui op die krediet bevel instruksie korrek is: I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct. -Ndi/Siqinisekisa ukuba iinkcukacha zabaxhasi bethu ezibhalwe kwimiyalelo yokudiphozitha imali ilungile	AMPTELIKE DATUMSTEMPEL / OFFICIAL DATE STAMP / -ISITAMPU SOMHLA ESISESIKWENI:
<p>_____</p> <p>GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / - Usayino olugunyazisiweyo</p>	

**DOCUMENTS REQUIRED**

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNER-SHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANIZATIONS (NPO)	WHERE TO GET DOCUMENTS
<b>COMPANY REGISTRATION CERTIFIED COPIES</b>	N/A	Certificate of incorporation CK1/CK2	Partnership agreement	Certificate of Incorporation CM3	Trust agreement	Certificate of Incorporation Section 21	Registrar of CC's & Companies
<b>PROOF OF OWNERSHIP CERTIFIED COPIES</b>	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC's & Companies
<b>PROOF OF BANKING</b>	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.
<b>TAX CLEARANCE CERTIFICATE</b>	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
<b>P.A.Y.E</b>	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	SARS
<b>VAT REGISTRATION</b>	Yes	Yes	Yes	Yes	Yes	Yes	SARS
<b>U.I.F Certificate</b>	YES	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
<b>Workman's Compensation</b>	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
<b>Security Officer's Board</b>	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	Security Service Regulatory Authority
<b>Proof of Disability</b>	If owner is disabled	If Shareholder is disable	If Shareholder is disabled	If Shareholder is disable	If Shareholder is disable	If Shareholder is disabled	
<b>Proof of Identity CERTIFIED</b>	Owner	Directors / Members	Partners	Directors	Trustees	Directors	

<b>FOR OFFICE USE ONLY:</b>			
<b>BUSINESS NAME</b>			
<b>DATE RECEIVED</b>		<b>DATE CAPTURED</b>	
<b>ACCEPTED</b>			
<b>DATABASE REGISTRATION NUMBER</b>			