

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LANGEBERG MUNICIPALITY)					
BID NUMBER:	TENDER 28/2021	CLOSING DATE:	25 JUNE 2021	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SPECIALIST PROFESSIONAL SERVICES TO RE-WRITE THE LANGEBERG MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK AS A CORE COMPONENT OF THE LANGEBERG MUNICIPALITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BOX SITUATED AT

LANGEBERG MUNICIPAL OFFICES					
28 MAIN ROAD					
ASHTON					
6715					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FAX NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX INCOME NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED					
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	MR. K. BRAND	
CONTACT PERSON	Sabelo NGCONGOLO		TELEPHONE NUMBER	023 614 8000	
TELEPHONE NUMBER	023 615 8000		FAX NUMBER		
FAX NUMBER	023 615 1563		E-MAIL ADDRESS	kbrand@langeberg.gov.za	
E-MAIL ADDRESS	sngcongolo@langeberg.gov.za				

PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



TENDER 28/2021

Tenders are hereby requested for the **TENDER 28/2021: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SPECIALIST PROFESSIONAL SERVICES TO RE-WRITE THE LANGEBERG MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK AS A CORE COMPONENT OF THE LANGEBERG MUNICIPALITY** as specified in the bid document. Completed Bids, in sealed envelopes, clearly marked "TENDER 28/2021: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SPECIALIST PROFESSIONAL SERVICES TO RE-WRITE THE LANGEBERG MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK AS A CORE COMPONENT OF THE LANGEBERG MUNICIPALITY" should be placed in the tender box, at the Langeberg Municipal Office, 28 Main Road, Ashton, not later than **12:00 on 25 JUNE. 2021** when the Bids will be opened in public. Late, faxed or e-mailed tenders will not be considered.

TENDER INSTRUCTIONS

1. The tender must be valid for a period of 120 days.
2. This is a two envelope tender where Functionality and Price will be evaluated separately.
3. You are therefore required to submit your functionality tender documentation (ENVELOPE 1) and price tender documentation (ENVELOPE 2) in two separate envelopes.
4. Functionality evaluation will comprise of two parts.
5. Part 1 of the Functionality Evaluation will be based on the submission of a ring-bind file that will be evaluated first and only bidders that obtain at least 80% for PART 1 of the Functionality Evaluation will proceed to PART 2.

Failure to comply with this requirement will result in an invalid bid.

All clarifications must be requested in writing from Mr. K Brand (see email address below). All enquiries received from any prospective bidder will be sent to all prospective bidders who have downloaded tender documents to ensure transparent and equitable treatment.

PLEASE NOTE:

The official Bid document must be fully completed in black ink and bound.
Supporting documents must be submitted separately and must be stapled or bound.
Only goods and services applicable to local production and content will be considered.

The lowest, or any tender, will not necessarily be accepted and council reserves the right to accept any tender. Tenders will be evaluated according to the Council's Supply Chain Management Policy and the 80/20 Preference Point system. The Supply Chain Management Policy can be viewed at Municipal Offices or www.langeberg.gov.za

Tender documents are available from **28 MAY 2021**, on the Langeberg Municipal website: www.langeberg.gov.za

Enquiries pertaining to the tender specifications must be addressed in writing (e-mail) to Mr. Kobus Brand at kbrand@langeberg.gov.za.

**ASA DE KLERK
MUNICIPAL MANAGER
Private Bag X2
Ashton,
6715**

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1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions:

The following terms shall be interpreted as indicated

- 1.1.1. **"Closing time"** means the date and hour specified in the bidding advertisement for the receipt of bids.
- 1.1.2. **"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.
- 1.1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.1.4. **"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.
- 1.1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.1.6. **"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.
- 1.1.7. **"Day"** means calendar day.
- 1.1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.1.11. **"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.
- 1.1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.1.14. **"GCC"** means the General Conditions of Contract.

- 1.1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.1.17. **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.1.20. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.1.22. **“Republic”** means the Republic of South Africa.
- 1.1.23. **“SCC”** means the Special Conditions of Contract.
- 1.1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.1.25. **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.1.26. **“Tort”** means in breach of contract.
- 1.1.27. **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.1.28. **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

1.2. Application

- 1.2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 1.2.2. Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 1.2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply

1.3. General

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

1.4. Standards

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

1.5. Use of contract documents and information inspection

- 1.5.1. 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.
- 1.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 1.5.1 except for purposes of performing the contract.
- 1.5.3. Any document, other than the contract itself mentioned in GCC clause 1.5.1 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.
- 1.5.4. 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.

1.6. Patent Rights

- 1.6.1. 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.
- 1.6.2. 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.

1.7. Performance security

- 1.7.1. 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.
- 1.7.2. 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.
- 1.7.3. 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:

- 1.7.4. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or a cashier's or certified cheque
- 1.7.5. 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.

1.8. Inspections, tests and analyses

- 1.8.1. All pre-bidding testing will be for the account of the bidder.
- 1.8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 1.8.3. 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.
- 1.8.4. If the inspections, tests and analyses referred to in clauses 1.8.2 and 1.8.3 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.
- 1.8.5. Where the goods or services referred to in clauses 1.8.2 and 1.8.3 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.
- 1.8.6. Goods and services which are referred to in clauses 1.8.2 and 1.8.3 and which do not comply with the contract requirements may be rejected.
- 1.8.7. 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.
- 1.8.8. The provisions of clauses 1.8.4 to 1.8.7 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 1.22 of GCC.

1.9. Packing

- 1.9.1. 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.

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

1.10. Delivery and documents

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

1.11. Insurance

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

1.12. Transportation

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

1.13. Incidental Services

- 1.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 1.13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 1.13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 1.13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 1.13.1.4. 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
 - 1.13.1.5. 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.
- 1.13.2. 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.

1.14. Spare parts

- 1.14.1. 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:
- 1.14.2. 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 in the event of termination of production of the spare parts:

- 1.14.3. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

1.15. Warranty

- 1.15.1. 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.
- 1.15.2. 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.
- 1.15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 1.15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 1.15.5. 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.

1.16. Payment

- 1.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 1.16.2. 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.
- 1.16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 1.16.4. Payment will be made in Rand unless otherwise stipulated.

1.17. Prices

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

1.18. Variation orders

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

1.19. Assignment

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

1.20. Subcontracts

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

1.21. Delays in the supplier's performance

- 1.21.1. 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.
- 1.21.2. 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.
- 1.21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 1.21.4. Except as provided under GCC Clause 1.25, 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 1.22.1, unless an extension of time is agreed upon pursuant to GCC Clause 1.22.2 without the application of penalties.
- 1.21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without canceling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

1.22. Penalties

- 1.22.1. Subject to GCC Clause 1.25, 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 1.23.

1.23. Termination for default

- 1.23.1. 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:

- 1.23.1.1. 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 1.21.2;
 - 1.23.1.2. if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
 - 1.23.2. 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.
 - 1.23.3. 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.
 - 1.23.4. 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.
 - 1.23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprises or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first – mentioned person, and with which enterprise or person the first – mentioned person, is or was in the opinion of the purchaser actively associate
 - 1.23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 1.23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 1.23.6.2. the date of commencement of the restriction
 - 1.23.6.3. the period of restriction; and
 - 1.23.6.4. the reasons for the restriction.
 - 1.23.7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
 - 1.23.8. If a court of law convicts a person of an offence as contemplated in section 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.

1.24. Antidumping and countervailing duties and rights

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

1.25. Force Majeure

- 1.25.1. Notwithstanding the provisions of GCC Clauses 1.22 and 1.23, the supplier shall not be liable for forfeiture of its performance 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.
- 1.25.2. 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.

1.26. Termination for solvency

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

1.27. Settlement of Disputes

- 1.27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or 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.
- 1.27.2. 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.
- 1.27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 1.27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 1.27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 1.27.4.2. the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

1.28. Limitation of Liability

- 1.28.1. Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to Clause 1.6;
 - 1.28.1.1. 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
 - 1.28.1.2. 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.

1.29. Governing language

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

1.30. Applicable law

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

1.31. Notices

- 1.31.1. 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.
- 1.31.2. 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.

1.32. Taxes and duties

- 1.32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 1.32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 1.32.3. 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.
- 1.32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

1.33. Transfer of contracts

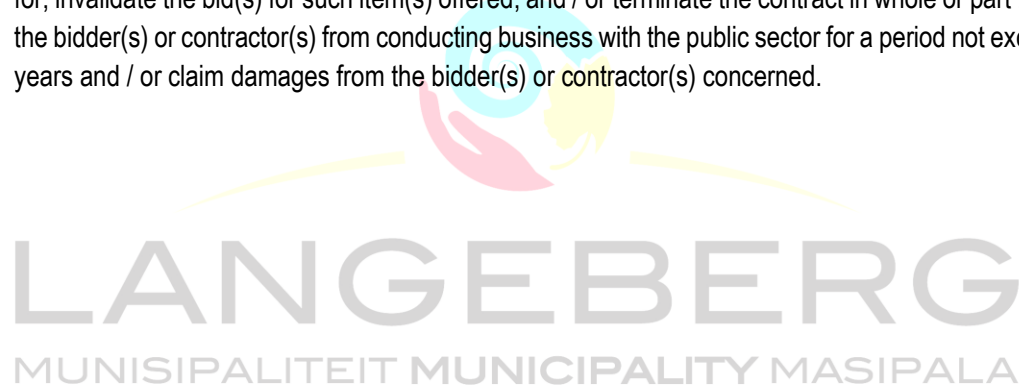
- 1.33.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

1.34. Amendment of contract

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

1.35. Prohibition of restrictive practices

- 1.35.1. 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.
- 1.35.2. 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 investigating and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.
- 1.35.3. 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.



2. SPECIAL TENDER CONDITIONS

SPECIAL TENDER CONDITIONS

This tender is subject to the Supply Chain Management Policy of the Langeberg Municipality. The aim of the policy is to improve job opportunities and to stimulate prosperity in the municipal area. Broad Based Black Economic Empowerment (BBBEE) will receive preferential adjudication.

Tenderers must take note that a tender will be granted on the ground of their performance capacity as well as a preference formula.

For tenderers to qualify for the advantages of the policy, they must thoroughly complete the document. **If the schedules are not thoroughly completed the tender will not be considered.**

Tenderers must take note that in the case of a false statement or submission of false information the tender will be disqualified with immediate effect and a possibility of criminal prosecution.

The complete Supply Chain Management Policy is available for inspection at the Municipal Offices at Ashton and websites (www.langeberg.gov.za).

2.1 TENDER DOCUMENTS

Tender documents are obtainable and must be returned as described in the tender notice. The completed documents of the tender fully priced, extended and totalled, completed in all respects, signed and sealed in an envelope which is to be endorsed **"TENDER 28/2021: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SPECIALIST PROFESSIONAL SERVICES TO RE-WRITE THE LANGEBERG MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK AS A CORE COMPONENT OF THE LANGEBERG MUNICIPALITY"**,

2.1.1. " must be placed in the tender box at the Municipal Offices, 28 Main Street, Ashton

2.1.2. Tenders submitted by fax, e-mail, telex or telegraphically will not be accepted. Postal Tenders will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate tender box by the closing time for such tenders. The Langeberg Municipality disclaims any responsibility for seeing that such tenders/ are lodged in the tender box.

2.1.3. Any tender delivered to an address other than the one stipulated in the tender notice will not be accepted. Tenders may not be handed in at other offices of the Langeberg Municipality.

2.1.4. Tenders will be opened in public, shortly after closing time of tenders. The name of the tenderer/bidder and the total tender/bid price will be announced to all tenderers/bidders present at the opening.

2.1.5. Tenders received after the closing date and time shall be declared invalid and will not be considered.

2.1.6. Tender documents will be compiled in the following format:

2.1.7. Opening Page: Name and address of Tenderer, Pricing Totals, Costing and conditions of payment;

2.1.8. Schedule 1: Mandatory returnable forms and attachments;

2.2 SOUTH AFRICAN CURRENCY

- 2.2.1 All payments from the Langeberg Municipality will be made in the currency of the Republic of South Africa (Rand). The tenderer/bidder shall specify clearly all matters and conditions regarding payments in the tender/bidder specifications.
- 2.2.2 Tenders shall indicate separately prices excluding value added tax and included value added tax (VAT) in the tender/bid rates and amounts.

2.3 INCOMPLETE TENDERS/BIDS

- 2.3.1 Tenders will be rejected in the event of incomplete offers and irregularities of any nature contained in the tender or in any of the completed tender schedules.

2.4 WITHDRAWAL OF TENDERS/BIDS

- 2.4.1 A tenderer/bidder may, without incurring any liability, withdraw his tender provided written advice to that effect reaches the Langeberg Municipality before the expiry of the time fixed in the tender/bid notice for receiving tenders/.

2.5 CHECKING OF TENDER DOCUMENTS

- 2.5.1 Before submitting a tender the tenderer/bidder shall check the numbering of the pages in the tender/bid documents and if any pages part of the tender/bid document is found to be missing or if any part of the documents is illegible or indistinct, he shall immediately notify the Langeberg Municipality.
- 2.5.2 The Langeberg Municipality will not be liable in any way for any claims arising through neglect of the Tenderer/bidder to comply with these requirements.

2.6 EXPENSES DUE TO PREPARATION AND SUBMISSION OF TENDER DOCUMENTS

- 2.6.1 The Langeberg Municipality shall not be liable for any expenses or losses incurred by the Tenderer/bidder due to visiting the site or municipal area and the preparation and/or submission of the tender/bid documents.

2.7 PERIOD OF VALIDITY

- 2.7.1 Tenders, whether for a part of or for the whole of the project, shall remain valid for a period as specified by the tenderer/bidder, which period shall be that period between the date upon which tenders/bids close up to the date upon which notice is given that the tender/bid has been awarded, but at least a period of 90 days.

2.8 ACCEPTANCE OR REJECTION OF TENDERS/BIDS

- 2.8.1 The Langeberg Municipality is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

2.9 PREFERENTIAL PROCUREMENT

- 2.9.1 Tenders/bids will be considered in terms of the Preferential Procurement Policy of the Langeberg Municipality.

2.10 REGISTRATION AS SERVICE PROVIDER

- 2.10.1 Only those tenderer/bidders that are registered on the Central Supplier Database as service providers, or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders/bids. The Langeberg Municipality will only enter into a formal contract with a tenderer/bidder that is registered on this Database as service provider.

2.11 JOINT VENTURE AGREEMENTS (IF APPLICABLE)

- 2.11.1 Any Joint Venture Agreement must be submitted with the tender/bid document detailing the split of responsibilities in terms of the tender/bid specifications, i.e. percentage of work to be performed by each partner.
- 2.11.2 All parties to the Joint Venture Agreement must be registered and verified on the Western Cape Supplier Database. Only those that are registered and verified before the closing date of the tender/bid will qualify for preference points.
- 2.11.3 It must be noted that the order will be placed in the name of the BEE Partner as well as all financial administration that follows such an order/s. The Joint Venture Agreement must stipulate the BEE partner selected for this in the event of the Joint Venture been considered successful.

2.12 LOCAL BUSINESS/OFFICE:

- 2.12.1 A local office of a tenderer/bidder shall be deemed to be a physical address inside the demarcated boundaries of the Langeberg Municipality area.

2.13 TEST FOR RESPONSIVENESS

- 2.13.1 No Tender will be considered unless it meets the following responsiveness criteria:
- 2.13.2 The tender must be properly received in a sealed envelope clearly indicating the description of the service and the tender/bid number for which the tender/bid is submitted.
- 2.13.3 The tender must be deposited in the relevant tender box as indicated on the notice of the tender on or before the closing date and time of the bid
- 2.13.4 An Income Tax Number and a Tax verification pin (OTP) must be submitted with the tender/bid on or before the closing date and before the closing time.
- 2.13.5 An original latest Municipal service account obtained from the local municipality must be submitted.
- 2.13.6 The official tender document must be fully completed in black ink and bound. Where information requested does not apply to the bidder and the space is left blank, the tender document will be deemed as non-responsive.
- 2.13.7 If the entity submitting a bid is a Joint Venture or a Consortium or Partnership, each party to that formation must submit all the above information
- 2.13.8 The tenderer/bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- 2.13.9 The tenderer/bidder must adhere to pricing Instructions
- 2.13.10 The tenderer/bidder must complete and sign all tender forms. Where indicated, forms must be signed and stamped by a Commissioner of Oaths.
- 2.13.11 All mandatory returnable forms and prescribed attachments must be completed and where applicable signed by a Commissioner of Oaths.

2.13.12 All tenders' conditions/specifications must be complied with.

2.14 PAYMENT OF INVOICES

2.14.1 All payments from the Langeberg Municipality will be made within 30 days of receipt of valid tax invoice for goods and services rendered to the satisfaction of the Municipality,



3. DECLARATION OF "IN THE SERVICE OF THE STATE"

If a spouse, child or parent of the owner, director, manager, shareholder or stakeholder of the entity is in the service of the state, or has been in the service of the state in the previous twelve months, the following information must be completed: (Please indicate if not applicable)

The name of the person in the employment of the state:

.....

The capacity in which that person is in service of the state:

.....

Is that person an owner, director, manager, shareholder or connected to the business: Yes or No? (If yes please specify)

.....

The relationship to the owner, director, manager, shareholder or stakeholder of the entity:

	Spouse	Child	Parent
Owner	☐	☐	☐
Director	☐	☐	☐
Manager	☐	☐	☐
Shareholder	☐	☐	☐

"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.

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

4. MUNICIPAL SERVICE ACCOUNT

4.1 An original latest municipal account must be attached to this page.

4.2 It should be noted that the tender cannot be considered/evaluated if any municipal rates and taxes or municipal services charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or entity, are in arrears for more than three months,

4.3 If the bidder or any of its directors are not responsible for the payment of municipal rates of service charges to the municipality or municipal entity, or to any other municipality or entity, a sworn affidavit to this effect must be attached to this page.



5. PRICING SCHEDULE – FIRM PRICES (MBD 3.1) (PURCHASES)

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

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

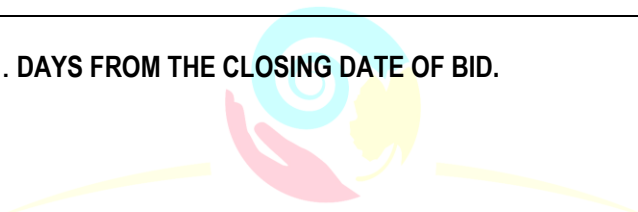
Name of bidder:

Bid number:

Closing Time 12:00

Closing date:

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



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6. DECLARATION OF INTEREST MBD 4

6.1 Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- 6.1.1. the bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 6.2.1 Full Name of bidder or his or her representative:
- 6.2.2 Identity Number:
- 6.2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
- 6.2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
- 6.2.5 Tax Reference Number:
- 6.2.6 VAT Registration Number:

6.3 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 6.5 below.

¹"State" means –

- 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);
- any municipality or municipal entity;
- provincial legislature
- national Assembly or the national Council of provinces; or
- Parliament.

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

6.4 Are you or any person connected with the bidder presently employed by the state? YES / NO

6.4.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....
.....

6.4.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative

6.4.3 work outside employment in the public sector? YES / NO

6.4.4 If yes, did you attach proof of such authority to the bid document? YES / NO

6.4.5 (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

6.4.6 If no, furnish reasons for non-submission of such proof:

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

6.4.7 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

6.4.8 If so, furnish particulars:

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

6.4.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

6.4.10 If so, furnish particulars.

.....
.....

YES/NO

.....

.....

.....

YES/NO

.....

.....

.....

[illegible]

6.6 DECLARATION

I, THE UNDERSIGNED (NAME):
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 6.2 and 6.5 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



7 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)

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.

7.1 GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included). The value of this bid is estimated to **not** exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

7.1.2 The 80/20 preference point system will be applicable to this tender.

7.1.3 Points for this bid shall be awarded for:

Price and B-BBEE Status Level of Contributor.

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

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

7.3 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.

7.4 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.

7.5 DEFINITIONS

7.5.1 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

7.5.2 "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

7.5.3 "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 goods or services, through price quotations, advertised competitive bidding processes or proposals;

7.5.4 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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

7.6 POINTS AWARDED FOR PRICE

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

7.7 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

7.8 BID DECLARATION

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

7.9 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS

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

(Points claimed in respect of paragraph 7.9 must be in accordance with the table reflected in paragraph 7.7 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7.10 SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.10.2 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

7.11 DECLARATION WITH REGARD TO COMPANY/FIRM

7.11.1 Name of company/firm:

7.11.2 VAT registration number:

7.11.3 Company registration number:

7.12 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.13 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

7.14 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

7.15 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

7.17 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in 7.9 and MBD 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

7.18 The information furnished is true and correct;

7.19 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

7.20 In the event of a contract being awarded as a result of points claimed as shown in paragraphs 7.9 and MDB 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) Forward the matter for criminal prosecution.

WITNESSES

1.

2.

..... /

SIGNATURE(S) OF BIDDERS(S)

DATE:

8 CONTRACT FORM - RENDERING OF SERVICES (MBD 7.2)

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

8.1 I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

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

8.2.1 Bidding documents, viz

- Invitation to bid;
- Tax Compliance Report - CSD;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

8.2.2 General Conditions of Contract; and

8.2.3 Other (specify)

8.3 I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

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

8.5 I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

8.6 I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

9 CONTRACT FORM - RENDERING OF SERVICES (MBD 7.2)

PART 2 (TO BE FILLED IN BY THE PURCHASER)

9.1 I Mr. ASA DE KLERK in my capacity as MUNICIPAL MANAGER,

9.2 accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

9.3 An official order indicating service delivery instructions is forthcoming.

9.4 I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

9.5 I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

10 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 10.1 This Municipal Bidding Document must form part of all bids invited.
- 10.2 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.
- 10.3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- 10.4 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- 10.5 been convicted for fraud or corruption during the past five years;
- 10.6 will-fully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- 10.7 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).
- 10.8 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

10.13	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
10.14	If so, furnish particulars:		
10.15	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
10.16	If so, furnish particulars:		
10.17	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
10.18	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

11 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

11.1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

11.2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

11.3 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:

11.4 take all reasonable steps to prevent such abuse;

11.5 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

11.6 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.

11.7 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.

11.8 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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

12 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

- 12.1 I have read and I understand the contents of this Certificate;
- 12.2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 12.3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 12.4 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;
- 12.5 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:
 - has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 12.6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 12.7 In particular, without limiting the generality of paragraphs 12.6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - geographical area where product or service will be rendered (market allocation)
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a bid;
 - the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.

- 12.8 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.
- 12.9 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.
- 12.10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

.....
LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

13 CODE OF CONDUCT FOR SUPPLIERS

Langeberg Municipality is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of Langeberg Municipality expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

Langeberg Municipality procurement ethics focuses on **zero tolerance on corruption, avoiding any form of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with Langeberg Municipality.

Policy on Corruption and Position on Conflict of Interest

Langeberg Municipality expects all contracted suppliers and companies seeking to sell goods and services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer, give or agree or promise to give to any Langeberg Municipality staff any gratuity for the benefit of/or at the direction or request of any Staff or Langeberg Municipality;
- To immediately inform the Langeberg Municipality in the event that any Staff or Langeberg Municipality solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with Langeberg Municipality. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Representation from Suppliers

Langeberg Municipality expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/services to Langeberg Municipality;
- It will not act in concert with other suppliers or agents when participating in a bid;
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from Langeberg Municipality has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting behalf of them (approval of Langeberg Municipality).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Langeberg Municipality expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide Langeberg Municipality representatives with access to relevant records, upon Langeberg Municipality request;
- Allow Langeberg Municipality representatives to conduct interviews with the supplier's employees and with management separately;
- Allow Langeberg Municipality representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from Langeberg Municipality representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

Langeberg Municipality has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behaviour or possible violation of the Code of Conduct, the Supplier is encouraged and should contact Langeberg Municipality at:

Municipal Manager

28 Main Road

Ashton

6715

or contact at mm@langeberg.gov.za;

Langeberg Municipality will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation. Langeberg Municipality will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be rated strictly confidential.

SANCTIONS

Breach of the Code of Conduct may result in actions being invoked against that suppliers, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Code of Conduct. The range of actions to be imposed on the supplier includes but is not restricted to the following:

- Formal warnings – that the continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all Langeberg Municipality subsidiaries and associate companies;
- Immediate termination of contract , without resource; and/or

ACKNOWLEDGEMENT AND ACCEPTANCE

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf, Supplier: _____

Address: _____

Representative: _____

Signature: _____

Date: _____



14 TECHNICAL SPECIFICATIONS

1. PURPOSE

The Langeberg Municipality wishes to appoint a Service Provider (SP) to assist with the rewrite of the Langeberg Spatial Development Framework, 2015 (LSDF). The purpose of an SDF is to guide the spatial distribution of current and future land uses within a Municipality in order to give effect to spatial transformation as well as the vision, goals and objectives of a municipal Integrated Development Plan (IDP). In the case of the LMSDF, once it is complete it needs to answer the following questions: What is the Langeberg Municipal Area going to look like 20 years from now? What are the priority settlements from an economic growth perspective? Will the required infrastructure services be able to keep up with demand?

2. BACKGROUND

- 2.1 Langeberg Municipality is currently in the process of drafting its new 5 year IDP, which will be adopted in 2022/2023 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.
- 2.2 The current LSDF was adopted in May 2015 and was drafted in collaboration with the Department of Environmental Affairs and Development Planning as part of the Built Environment Support Programme during which the Municipal Local Spatial Development Framework (MSDF) and Human Settlement Plan (HSP) were revised in a concurrent and integrated manner and aligned with Provincial planning policy and the requirements of the MSA.

3. SCOPE OF WORK / PROJECT DESCRIPTION

The rewrite of the LSDF will focus on updating the current status quo information where required and strengthening the implementation component, which includes the preparation of a Capital Expenditure Framework. Ultimately the rewrite must ensure that the new LSDF is aligned with the IDP whilst complying with National, Provincial and District legislation, policies and frameworks, revised IDP Guidelines 2020, (Department of Co-operative Governance) and Circular no 12 of 2020 (Department of Co-operative Governance (8/12/2020)).

3.1 The LSDF must adhere to the following:

- a) Content requirements of:
 - i. Section 2(4) of the MSA Local Government: Municipal Planning and Performance Regulations (2001);
 - ii. Sections 12 and 20-21 of SPLUMA; and
 - iii. Sections 10 to 15 of LUPA;
- b) The development principles and norms and standards as contained in Sections 7 and 8 of SPLUMA, as well as Sections 58 and 59 of LUPA;
- c) The Department of Rural Development and Land Reform's (DRDLR) Spatial Development Framework Guideline (final draft dated September 2014);
- d) Alignment to the National, Provincial and Regional Spatial Development Frameworks, where relevant; and

- e) Alignment with the latest municipal IDP outcomes.
- f) Guidelines regarding the process steps to re-write the LMSDF received from the Department of Environmental Affairs and Development Planning.

3.2 Other than meeting the SDF content requirements as set out in SPLUMA, LUPA AND the MSA, there are issues specific to Langeberg Municipality which the LSDF must address, namely:

- The identification of land for industrial development, in particular land for agri-industry
- The identification of land within settlements for additional schools
- How to revitalise declining Central Business Districts in the various settlements
- Expanding on the existing draft scenic routes policy so as to address not only what should happen along the routes themselves, but also guidance on how to deal with the area between the regional routes and the Langeberg and Riviersonderend Mountains
- Linked to the point above, the SDF needs to provide guidance on the erection of shade netting, particularly along scenic routes. Aspects to be covered include where shade netting should and should not be placed.
- Approximately 27,4 % of the Municipality comprises protected natural areas. Guidance is required on the management of these resources to ensure their sustainability and ensure protection of critically endangered and endangered species (fauna & flora) .
- Strategies and land identification to accommodate and support business, industrial and tourist economic potential and expansion thereof, particularly in the light of the adverse impacts of the Covid Pandemic on these sectors.
- Identify the most suitable/viable sites for accommodating housing opportunities
- Consider the implications of Climate Change not only from a disaster management perspective but also from its impact on infrastructure provision; such as buildings; agriculture; and the natural environment.
- How to address the growth of settlements given that in many instances lateral expansion is limited because of surrounding productive farms or mountainous terrain, e.g. Robertson, Montagu and Ashton.
- How to deal with applications to establish new nodes/ settlements outside of existing towns
- Establishing appropriate densification targets for existing settlements and identifying areas suitable for densification.(This will need to include strategies for ensuring that densification is supported.)
- How to address the protection and management of river systems and catchment areas.
- Clarity and consensus as to which land uses are permitted outside of urban edges.

3.3 SDF Content requirements needed in order for a Capital Expenditure Framework to be developed,

- Delineate Functional Areas and Spatial Areas / Categories for Investment Planning e.g. priority development areas, upgrading areas, consolidation areas etc.
- Reflect the hierarchy and typology of Spatial Areas / Categories for investment

- Determine population projections, household growth, housing demand trends, economic activity etc. per functional area
- Determine anticipated land required across the various land uses to meet the demand per spatial area / category and functional area.
- Identify the land available for development (current and future) in each spatial category/ area and in each functional area
- Define land use mixes and development yields linked to the projected housing demand in each spatial category and functional area.
- Determine the status of bulk infrastructure systems and facilities in relation to their capacity.
- Any infrastructure deficiencies must be noted per spatial planning category for investment planning and functional area. (The aim here is to determine future infrastructure investment and maintenance needs per infrastructure type, per functional area)
- Define the location or at least the locational requirements of new link or reticulation infrastructure systems and social facilities in each spatial category for investment planning and functional area.
- Determine backlogs in social facilities in each spatial category for investment planning and functional area;
- Confirm and/or identify MSDF land and growth policies, spatial transformation proposals and recommended phasing must be defined in each spatial category for investment planning and functional area;
- Identify where and what land should be acquired or released for development and what type of development it should accommodate per spatial category for investment planning and functional area;
- The current long-term funding outlook, constraints and opportunities in the municipality must be defined;
- Possible spatial drivers of municipal costs must be specifically identified from a growth, development and infrastructure perspective;
- Current planned municipal, provincial and national government investments in the municipal area over the MTREF period must be set out, ideally per functional area and spatial category for investment planning area;
- The need for municipal, provincial and national government planned investments in the municipal area over at least the next 10-year period must be set out, ideally per functional area and spatial category for investment planning area;

3.4 PREPARATION OF CAPITAL EXPENDITURE FRAMEWORKS (CEF)

Section (21) (n) of the Spatial Planning and Land Use Management Act, No.16 of 2013 (SPLUMA) provides for all municipalities to develop Capital Expenditure Frameworks (CEF) as a key component of their Spatial Development Frameworks (SDF). This requirement is reinforced by the Municipal Systems Act.

A Capital Expenditure Framework is a single, consolidated view of municipal infrastructure, assets and built environment needs over the long term (10 to 20-year planning horizon) that considers not

only the infrastructure needs of the municipality, but also how these needs will be financed and what their financial impact will be on the municipal financial sustainability in the future. Importantly, the nature and location of the proposed infrastructure investments must originate from and give expression to the spatial strategies, development proposals and development objectives set out in the MSDF. The CEF is a tool that aims to bridge the implementation gap between SDF's, infrastructure planning and financial planning and budgeting processes. In so doing, it strives to establish a realistic understanding of the affordability levels of the municipalities whilst putting in place a clear investment pathway to facilitate the implementation of the LSDF proposals.

CEF's present an opportunity to put in place a clear inter-governmental pipeline of investment that will empower municipalities to understand whether, year-on-year, their budgets are implementing their plans. Importantly, it will also provide prospective public and private sector partners and investors with a clear view of what investment is required in the municipal area. This will also better position the municipality to leverage grants in the future.

In developing this CEF, the service provider must meet all the requirements as spelt out in the CEF Practice Note, development by the Department of Environmental Affairs and Development Planning.

3.5 The work to be undertaken should in essence be an enhancement of the approved Langeberg SDF, 2015 and be informed and underpinned by:

- a) The National Development Plan 2030 (2017);
- b) National Biodiversity Strategy and Action Plan 2015 – 2025
- c) National Spatial Development Framework (Final Draft 2019)
- d) National Freshwater Ecosystem Priority Areas (2011);
- e) OneCape 2040;
- f) Integrated Urban Development Framework (2016)
- g) The Provincial Biodiversity Strategy and Action Plan
- h) The Western Cape Provincial Spatial Development Framework (2014), as well as supporting studies including:
 - The Growth Potential of Towns Study (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
- i) Western Cape Biodiversity Spatial Plan Handbook (2017);
- j) Western Cape Climate Response Framework and Implementation Plan for the Agricultural sector. (2016)
- k) Western Cape Land Use Planning Guidelines: Rural Areas (March 2019)
- l) Living Cape: A Human Settlements Framework (Feb 2019)
- m) Western Cape Provincial Land Transport Framework (2013);

- n) Western Cape Provincial Public Transport Infrastructure Framework: Strategy Report (April 2015)
 - o) Western Cape Infrastructure Framework (2013);
 - p) Western Cape Freight Strategy (March 2018)
 - q) Integrated Transport Plan for Langeberg
 - r) The Langeberg SDF, 2015 and the 2021 SDF review
 - s) Municipal Economic Review and Outlook (2019)
 - t) Rural Development Plan
 - u) An understanding of the development direction of adjacent Municipalities as reflected in their SDFs; and
 - v) Integrated Waste Management Plan (2017 – 2022)
 - w) The 2017 to 2022 Integrated Development Plan (IDP), including related sector plans and masterplans of Langeberg Municipality:
 - x) The 2021 Integrated Development Plan review
 - Y) Neighbourhood Development programme in the Langeberg Municipality (including District Municipalities) (2020).
2. A toolkit for Integrating Land Reform and Rural Development into Spatial and Land Use Planning (April 2021).
- (i) Feasibility Report: Future Development of Portions of Erf 2 and Portion 22 of the Farm Over Het Roodezand NO 112, Robertson.
 - (ii) The Langeberg Municipality: Land Use Planning By-Law, 2015.
 - (iii) The Langeberg Integrated Zoning Scheme, 2018.
 - (iv) The Western Cape Land Use Planning Act, no. 3 of 2014.
- 3.6 The prospective service provider will be expected to take responsibility of the following elements relating to the project:
- a) Full management of the project and its deliverables, including any sub-deliverables quoted for by the service provider in their bid;
 - b) Ensuring absolute adherence to time frames to render the product ready for adoption in May 2022, alongside the adoption of the IDP;
 - c) Engagement with delegated Municipal officials, project committee, IDP manager and other stakeholder Departments, throughout the project as required;
 - d) The service provider will be required to prepare an updated draft LSDF status quo report including also Provincial information regarding Langeberg Municipality.

- e) Serve on the Project Steering 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;
- f) SDF public participation processes must be conducted by the service provider in an appropriate manner as per legislative requirements, (including any restrictions in terms of the Disaster Management Act, 2002: Regulations issued in terms of Section 27(2) of the Disaster Management Act, 2002 Regulations, as may be adjusted from time to time).
- g) Facilitation of workshops with Officials, Politicians and Stakeholder Departments, as required, (including any restrictions in terms of the Disaster Management Act, 2002: Regulations issued in terms of Section 27(2) of the Disaster Management Act, 2002 Regulations, as may be adjusted from time to time) to ensure all parties are well informed of the re-writing process.

3.7 Other Deliverables to be rendered

- 3.7.1 Written monthly progress reports;
- 3.7.2 The drafting, circulation, and corrections of minutes of any workshops and/or meetings within 5 working days after the event;
- 3.7.3 The development of appropriate communication materials including posters, pamphlets and other creative participatory tools to enhance the public participation process;
- 3.7.4 The organizing of monthly progress meetings, PC meetings and workshops, (including drafting of agendas and facilitation where required); (refer also to 3.6)
- 3.7.5 Meetings / engagements with Council's 6 Portfolio Representatives (refer also to 3.6)
- 3.7.6 Meetings / engagement with interested and affected role players as required;
- 3.7.7 Presentation to Mayco and the Council;
- 3.7.8 A Public Participation report on the latter process and it's outcomes; to be supplemented on finalization of the project with indication of how input was addressed in the final LSDF;
- 3.7.9 A summarized consultation report indicating when meetings took place, with whom and why; with indication of how input were addressed in the final LSDF.

3.8 Technical Specifications

The final draft LSDF deliverables will consist of:

- (a) 3 (three) Colour Hard Copies of the report entitled Langeberg Spatial Development Framework, 2022;
- (b) Electronic copies of the LSDF in Microsoft Word and in Adobe PDF format;
- (c) All maps produced at various scales in digital and hard copy (AO) format.
- (d) 1 electronic copy and one hard copy of all agendas, minutes and attendance registers pertaining to the project;

- (e) 1 electronic copy and one hard copy of all communication materials including posters, pamphlets and other creative participatory tools developed to enhance the public participation process;
- (f) All presentations in original format and/or other material presented during all stages of the study;
- (g) 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;
- (h) 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;
- (i) Originals of graphics / photographs must be supplied;
- (j) The final report shall be proofread and copy edited by the service provider.

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

- a) The LSDF 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;
- b) The environmental objectives of the LSDF must be reviewed in collaboration with a suitably qualified, registered Environmental Practitioner to ensure that any amendments or additions to Environmental Legislation and policy is addressed;
- c) 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;
- d) Ensure that all references to other municipal policies and by-laws are updated and accurately summarized, where applicable

4. RESPONSIBILITY OF THE SERVICE PROVIDER

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

- a) Full engagement with Manager: Town Planning designated by Langeberg Municipality, as well as other Departments, at all stages of the project and as required;
- b) The service provider will be responsible for preparing the draft Invitation and Agenda to all meetings;
- c) The service provider shall be responsible for the taking and drafting of minutes of all meetings;
- d) 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;

- e) The service provider will be responsible for presenting detailed monthly project progress reports at PC meetings;
- f) The project manager will be required to be present at all meetings, presentations and public participation sessions; and
- g) The service provider will be responsible for presenting the draft report to the Council.
- h) The service provider will be responsible for presenting (written) detailed monthly project progress reports at PMT and or any other meeting including Council meeting if required.
- i) The Service Provider will take responsibility for all the administration processes as stipulated in the Guidelines regarding steps to re-write the Langeberg Municipality Spatial Development Framework as received from the Department of Environmental Affairs and Development Planning.

5. RESPONSIBILITY OF THE MUNICIPALITY

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

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

6. PROJECT DELIVERABLES

Cognizance must be taken, that this is a rewrite of an existing SDF and the primary aim of the project is to ensure alignment with legislation e.g. the CEF requirement and the development agenda of the new 5 year IDP, as well as addressing any gaps identified in the current LSDF. 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. The timeframe envisaged for the duration is the 2022/2023 Municipal year, which ends on 30 June 2022 (12 months). The full report, however, must be tabled at the May 2022 Council meeting.

6.1 Project Initiation

- 6.1.1 The planning process will commence on appointment of the service provider who is required to prepare a detailed project work plan, in an *Inception Report*. This will require coordination with the existing IDP time schedule and process plan.
- 6.1.2 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.
- 6.1.3 The Inception Report will outline phasing and deliverables linked to costing and delivery dates mutually agreed upon as per the Project Plan.
- 6.1.4 The Inception Report should consist of the following:
 - a) 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 9 month project time frame and the existing IDP time schedule and process plan.
 - b) 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. (IDP review time schedule)
 - c) A schedule of payment indicating tasks and deliverables as per the project plan.
- 6.1.5 The Inception Report should be submitted to the PC within 14 days after appointment.

6.2 LSDF Phasing and Deliverables

- 6.2.1 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:
 - 6.2.1.1 An LSDF status quo report, drafted from the latest IDP situational analysis and the existing, incorporating the issues addressed in the IDP strategic sessions and the current implementation framework to ensure it serves the purposes of the SDF, to be submitted to Council for adoption; (The majority of information required for the status quo are already in the Municipality's 2021/2022 IDP. The Municipality 2021/2022 IDP must therefore be used as the status quo document, with only minor additions.
 - 6.2.1.2 A final LSDF report for Langeberg 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;
 - 6.2.1.3 Updated set of maps at an appropriate scale and in the desired format;

- 6.2.1.4 An updated implementation plan to incorporate new actions emanating from the IDP/LSDF process, linked to time frames and budget; and
- 6.2.1.5 A final draft SDF including an executive summary. (per town)
- 6.2.1.6 The narrative report must include separate chapters on, but is not restricted to, the following:

Infrastructure: A synopsis on the current state of civil and electrical services per town, a synopsis on what civil and electrical services are required per town in order to give effect to the proposals made in the MSDF as well as an indication to what extent the approved 3 year budget addresses the need for civil and electrical services required per town in order to give effect to the proposals made in the LSDF. This chapter must be written and signed off by a Professional Engineer with qualifications as previously specified. Information in this chapter must be specifically applicable to Langeberg Municipality and not a generic statement. The majority of information is available in Langeberg Municipality Electricity and Civil Services Master Plans, which should be used as baseline for the synopsis.

Economics: An analysis of the current scope and compilation of business and industries per town, a discussion on the capacity of the hinterland of the main location of business and industries to sustain additional business and industrial development and an indication of what type of business and industrial development should be considered as preferred ventures. This chapter must be written and signed off by economist, with qualifications as previously specified, after consultation with business and industry owners / business chambers mutually agreed upon between the economist and the Municipality. Information in this chapter must be specifically applicable to Langeberg Municipality and not a generic statement.

Housing: An analysis of the current housing supply compared to the type of housing needed, the allocation and earmarking of land, public or privately owned, for new housing development as well as an indication of the type and density of housing at the various proposed locations. This chapter must be written and signed off by a registered Town and Regional Planner with qualifications as previously specified. Information in this chapter must be specifically applicable to Langeberg Municipality and not a generic statement.

Environmental Matters: A chapter reflecting a compilation of all available environmental information together with an analysis thereof as well as a discussion on how the environmental matters effect and impact on the future development within the various areas/towns within Langeberg Municipality. Specific emphasis must be placed on climate change and biodiversity. This chapter must be written and signed off by an Environmentalist with qualifications

as previously specified. Information in this chapter must be specifically applicable to Langeberg Municipality and not a generic statement.

Heritage Matters: A summary and analysis of heritage information available for Langeberg Municipality with proposals on how to conserve and better manage these resources to the better of the people of Langeberg Municipality. Information in this chapter must be specifically applicable to Langeberg Municipality and not a generic Statement.

Settlement reconstruction: The narrative report must include an explanation on how settlement reconstruction, in order to address “spatial justice”, was incorporated in the spatial proposals of each town in Langeberg Municipality. Information in this chapter must be specifically applicable to Langeberg Municipality and not a generic statement.

The Narrative report must:

- specify implementation proposals;
 - specify implementation targets, including dates and monitoring indicators;
 - specify institutional arrangements necessary for implementation;
 - specify sectoral requirements including budgets and resources for implementation;
 - specify any arrangements for partnerships in the implementation process; and
 - include an implementation plan that demonstrates the Municipal Budget (operational and capital) as well as other sectoral capital investment. 2023-2027
- ❖ The maps must reflect the impacts /impact areas associated with climate change as well as sensitive biodiversity areas together with the spatial proposals.

7. REPORTING AND MEETINGS

7.1 A Project Steering Committee (PSC) will be established between the Municipality, the Service Provider, a nominated planner of the Western Cape Government, Department of Environmental Affairs and Development Planning (DEADP), and any other stakeholders that these parties deem relevant.

- a) The PSC will monitor the progress of the project and will actively participate in it. At the PSC meetings issues will be discussed, proposals debated and direction of the project will be determined;
- b) The PSC will meet on a monthly basis (or as otherwise mutually agreed) to discuss administrative matters to ensure effective service delivery and adherence to contractually agreed to project timelines and deliverables; and
- c) The service provider will be responsible for presenting detailed monthly project progress reports at PSC meetings. If no PSC meeting is held, the service provider

will still be required to submit the monthly project progress report to the Manager: Town Planning.

- d) Members of the PSC will ensure that all relevant available information pertaining to their functionality is made available to the PSC within reasonable time with cognizance of the applicable time frames;
- e) Issues that may arise will be discussed at the PSC meetings, proposals debated and direction of the project will be determined.

7.2 Public participation in consultation with the municipality will be required to gain public input and present formulated proposals. Meetings and ad-hoc presentations to other consultative structures such as forums and other stakeholders may be required.

7.3 The minimum engagements/meetings are summarized as follows, but circumstances may, (including any restrictions in terms of the Disaster Management Act, 2002: Regulations issued in terms of Section 27(2) of the Disaster Management Act, 2002 Regulations, as may be adjusted from time to time) with mutual agreement, dictate otherwise:

Meetings / Engagements	Estimated number of engagements/meetings	Approximate number of hours per engagement/meeting	Who from the Consulting Team must attend
Project Steering Committee (PSC)	6	1 (x6)	At least Consultant's Project Manager
Council's 6 Portfolio Representatives and other Councillors	4	2 (x4)	At least Consultant's Project Manager
7 Ward Committees	7	2 (x7)	At least Consultant's Project Manager
Meetings with public and other representative	4	2 (x4)	At least Consultant's Project Manager
Presentations (SMT, MayCo and Council)	3	1 (x3)	At least Consultant's Project Manager
TOTAL	24	8	

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

- a) PSC meetings will be held at the Robertson Municipal offices and the Manager: Town Planning will assist the service provider with booking of venues;
- b) The service provider will be responsible for preparing the draft Invitation and Agenda for all meetings and the Manager: Town Planning will assist in extending the invitations to participants to attend the relevant meetings and the distribution of the minutes; and
- c) The service provider shall be responsible for the taking and drafting of minutes of all meetings.

- 7.5 Langeberg Municipality will be responsible for any publications / advertisements and associated costs related to the LSDF. Publications/ advertising are to be compliant with the prescripts of SPLUMA, LUPA and the Municipal By-Law.

8. COMPETENCIES OF THE SERVICE PROVIDER

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

No.	Field of Service	Services Required
1.	Spatial Planning	• In depth knowledge of land use planning legislative framework in the Western Cape; • The ability to interpret and incorporate planning legislation, guidelines, principles, policies and regulations; • Proven experience in spatial and regional planning; • Proven ability to give spatial expression to IDP goals and objectives; • Proven town and regional planning experience in compiling spatial development frameworks in the Western Cape; • The ability to transfer knowledge and experience in applying technical, planning norms, standards and guidelines related to town and regional planning; • The ability to offer innovative solutions to address challenges and shortfalls in the spatial planning approach of the Langeberg Municipality; and • The ability to estimate future land requirements for economic, residential, social, environmental activities within the Langeberg Municipal area.
2.	Project management	• Proven management skills for projects of similar scope and character; • The ability to manage the process and ensure coordination, integration and alignment of plans, policies and strategies of all spheres of government; • Extensive experience in innovative public participation at a municipal level; • Report writing and facilitation skills. The ability to produce thorough, readable and informative reports and other material; and • The project manager should be a Professional Planner registered with SACPLAN.
3.	Environmental management	• Sound knowledge of environmental legislation, institutional structures and environmental assessment and management practices in the Western Cape; • Proven competence to analyze the environment in such a way as to identify significant issues, problems and characteristics and distinguish between underlying causes and superficial symptoms;

No.	Field of Service	Services Required
		• Proficiency in integrating and coordinating significant components of both the socio-economic and biophysical environments in such a way as to evaluate options and trade-offs and facilitate sound decision making, in line with the principles of bioregional planning; and • The ability to offer innovative solutions to address any identified issues in the Langeberg Municipal area. • Critical knowledge of national developments regarding development and sustainability issues, for example issues pertaining to infrastructure development, off-grid service technology, renewable energy and climate change and its relevance to the Municipality; • The ability to quantify the impacts of various environmental challenges including global warming the loss of biodiversity through the expansion of the urban footprint, the increase in waste, declining air quality, etc. on the Municipality;
4.	Engineering	• Proven experience in infrastructure delivery systems and bulk infrastructure design; • Knowledge and experience in municipal engineering services; • Determine municipal infrastructure requirements for water, solid waste, waste water, energy and transport over the next 15 years; and • The ability to offer innovative solutions to solve the identified problems in the Langeberg Municipal area.
5.	Economic development	• In-depth knowledge of existing policies pertinent to economic and regional development; • Utilize existing policies pertinent to economic and regional development to supplement the SDF; • The ability to assess government revenue and government expenditure of public authorities and the adjustment of one or the other to achieve desirable effects and avoid undesirable ones; • Experience in urban development, the economics of development regulations and public private partnerships; • Understanding of Langeberg's role within the regional economy as well as the main cross border relationships with adjacent municipalities; • Demonstrated understanding the relationships between various economic variables and the environmental, social and infrastructure contexts; and

No.	Field of Service	Services Required
		The ability to offer innovative solutions to address any relevant issues identified in the Langeberg Municipal area.
6.	GIS	- Technical skills to develop maps and other spatial information; - Geographical information handling, analysis and interpretation skills; and - Understanding of GIS applications and spatial data queries.
7.	Heritage	- The Service Provider should have sound knowledge of heritage legislation, institutional structures and Heritage Assessment and Management Practices in the Western Cape; and - Proficiency in integrating and coordinating significant components of heritage conservation in such a way as to evaluate options and trade-offs and facilitate sound decision making.

- 8.8 **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.

9. PROJECT OR CONTRACT PERIOD

The timeframe envisaged for the duration of the project is approximately eleven 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 (ready for adoption in May 2022). **The bid proposal must conform to this requirement.**

10. BID PRESENTATIONS AND COMPULSORY MATTERS FOR CLARIFICATION

- 10.1 Interested parties considering submitting a bid may submit written requests relating to matters requiring clarity. Any information provided in response to such requests, will be copied to all interested parties.

11. BID CRITERIA

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

11.1 Administrative responsiveness:

Tenders will be evaluated as follows:

Stage 1: Functionally

Only tenders scoring a minimum of 80 out of 100 points in stage 1 will be further considered for evaluation in stage 2.

Stage 2:

In stage 2 qualifying tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2011 and the Langeberg Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status.

11.2 Functionality responsiveness (stage 1): The following is required for evaluation of the Tender:

- a) Submission of **resumes of project team members** to be allocated to the project with supporting evidence to clearly illustrate that the member complies with the competencies set out herein, a description of each member's technical competence with 10 years' referenced experience in relation to the project's objectives and track record of relevant expertise. 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. (See page 66 for compulsory completion)
- b) Outline of suggested **approach and methodology**. The proposed methodology and project plan must set out an approach which responds to the proposed scope of work and articulates what the bidder is offering to provide. The bidder must set out their understanding of the objectives of the study, giving the stated and implied requirements, highlighting issues of importance and explaining the technical approach that would be adopted to address these.
- c) **Project Plan** detailing roll out of the project including an organizational chart and work breakdown structure that complies with the scope of work, i.e.:
 - i. A detailed breakdown of the various tasks, subtasks, calendar time allocation, resources allocated, major activities and milestones relative to cash flow expectations;
 - ii. A schedule of project team members allocated to the project, their positions and designations and hours they will be involved in the project as well as hourly rates (inclusive of VAT); and

- iii. Detailed breakdown of budget and cash flows for each of the components and phases. Professional Fees will cover all technical work, including mapping and GIS capture, disbursements and specialist inputs. Direct costs include cost of subsistence, travel, accommodation, photocopies, printing and mailing cost of letters, equipment, etc. Provision must also be made for printing and replication of the project deliverables.

Failure to comply and/or to complete any of the above, will deemed your tender to be not responsive.

11.3 EVALUATION CRITERIA

- 11.3.1 The proposal documents will be evaluated in two stages. In the **first stage**, proposals will be evaluated according to the evaluation criteria indicated above. All service providers who score less than 80 out of 100 points for functionality will not be considered further.
- 11.3.2 Bidders that do not meet the minimum requirements for the Project Manager and/or any other key practitioner on the project as specified will be disqualified.
- 11.3.3 The following criteria will also be used in particular as the criteria for appointment of the service provider (a detailed description of scores is attached on Page 61).

Supplier to indicate points claimed in black ink in the column provided

REF SCHEDULE	FUNCTIONALITY CRITERIA	Weighting Factors	Points claim column
	SERVICE PROVIDERS' SKILLS, COMPETENCIES AND EXPERIENCE	50	
A.	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	10	
B.	Qualification and registration (where applicable) of all key practitioners on project team 1. Degree in Town and Regional Planning and registered with SACPLAN 2. Degree in Environmental Management 3. Degree in Engineering and registered with ECSA 4. Degree in Economics 5. Appropriate B-degree accredited GIS qualification	10	
C.	Experience and expertise in Spatial Planning in the Western Cape	10	
D.	Experience and expertise in Environmental Management practices in the Western Cape	5	

E.	Experience and expertise in Infrastructure Service Delivery / Civil Engineering	5	
F.	Experience and expertise in Economic Development	5	
G.	Experience and expertise in GIS projects of a similar scale and nature	5	
	INTERPRETATION OF THE TERMS OF REFERENCE AND QUALITY OF THE METHODOLOGY AND PROJECT PLAN PRESENTED	30	
H.	Interpretation of the scope of work and clarity on understanding the brief	20	
I.	A clear indication and description of what the bidder is offering to provide in phased process that is in line with the DRDLR guidelines for the drafting of MSDFs.	10	
	ABILITY TO DELIVER EXPECTED PRODUCT WITHIN TIMEFRAMES STIPULATED	20	
J.	Detailed work breakdown structure indicating tasks, resources allocated and timeframes applicable	10	
K.	Associated schedule of team members	5	
L	Associated detail breakdown of budget and cash flows / payment schedule	5	
	TOTAL SCORE	100	
	Minimum functionality score to qualify for further evaluation	80%	

DESCRIPTION OF SCORES

SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE

TOTAL WEIGHTING = 50	MAX VALUE	SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE
Project Management Weighting = 10		
	10	Professional Planner (degree / SACPLAN) as Project Manager with proven management skills and experience in undertaking and managing more than 6 SDF-projects or projects of similar scope and character to that envisioned in this terms of reference
	7	Professional Planner (degree / SACPLAN) as Project Manager with proven management skills and experience in undertaking and managing 4 – 6 SDF-projects or projects of similar scope and character to that envisioned in this terms of reference
	4	Professional Planner (degree / SACPLAN) as Project Manager with proven management skills and experience in undertaking and managing 1 - 3 SDF-projects or projects of similar scope and character to that envisioned in this terms of reference
	0	Project Manager (degree / SACPLAN) with no proven management skills and experience in projects of similar scope and character to that envisioned in this terms of reference
Qualification and registration Weighting = 10	10	All key practitioners are qualified and registered as required or accredited (where professional registration does not apply): Required qualification =1; professional registration =1
	2	1. Professional Planner: Degree in Town and Regional Planning and registered with SACPLAN (Failure will lead to disqualification of bidder)
	2	2. Degree in Environmental Management
	2	3. Degree in Engineering and registered with ECSA
	2	4. Degree in Economics
	2	5. Appropriate B-degree accredited GIS qualification
Spatial Planning capability	10	7 or more years' experience and expertise in spatial planning practices in the Western Cape

TOTAL WEIGHTING = 50	MAX VALUE	SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE
	6	4 to 6 years' experience and expertise in spatial planning practices in the Western Cape
	2	1 to 3 years' experience and expertise in spatial planning practices in the Western Cape
	0	No experience and expertise in spatial planning practices in the Western Cape
Environmental Management capability Weighting = 5	5	7 or more years' experience and expertise in environmental management practices in the Western Cape
	4	4 to 6 years' experience and expertise in environmental management practices in the Western Cape
	2	1 to 3 years' experience and expertise in environmental management practices in the Western Cape
	0	No experience and expertise in environmental management practices in the Western Cape
Infrastructure service delivery / civil engineering capability Weighting = 5	5	7 or more years' experience and expertise in infrastructure service delivery / civil engineering
	4	4 to 6 years' experience and expertise in infrastructure service delivery/ civil engineering
	2	1 to 3 years' experience and expertise in infrastructure service delivery/ civil engineering
	0	No experience and expertise in infrastructure service delivery / civil engineering
Economic development capability Weighting = 5	5	7 or more years' experience and expertise in economic development
	3	1 to 6 years' experience and expertise in economic development
	0	No experience and expertise in economic development

TOTAL WEIGHTING = 50	MAX VALUE	SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE
GIS projects capability Weighting = 5	5	7 or more years' experience and expertise in GIS projects of a similar scale and nature
	4	4 to 6 years' experience and expertise in GIS projects of a similar scale and nature
	2	1 to 3 years' experience and expertise in GIS projects of a similar scale and nature
	0	No experience and expertise in GIS projects of a similar scale and nature



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

Schedule of team members weighting= 5	5	Detailed schedule of all team members provided
	2	An acceptable schedule of team members is provided but does not provide sufficient detail
	0	No schedule of team members is provided
Breakdown of budget weighting = 5	5	An excellent and detailed breakdown of budget and cash flow / payment schedule provided that corresponds with the IDP timeline
	2	An acceptable breakdown of budget and/or cash flow / payment schedule provided
	0	No breakdown of budget and no cash flow / payment schedule indicated



SCHEDULE OF WORK EXPERIENCE OF THE BIDDER

REWRITE OF LANGEBERG MUNICIPALITY 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. Failure to complete will deem your tender to be non responsive.

SERVICE PROVIDERS SKILLS, COMPETENCIES AND EXPERIENCE

A.	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
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Town Planner:.....

Name:

Tel.No.....

Email:

Sacplan Reg.no.....

Experience:.....

B.	Qualification and Registration (where applicable of all key practitioners on project team (degree in Town and Regional (Planning and registered with SACPLAN)	Y	N
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Town Planner:.....

Name:.....

Tel. No.:.....

Email:

Sacplan



Reg.no:.....

TownPlanner:.....

Name.....

Tel. No.:.....

Email:

Sacplan Reg.

no:.....

Town

Planner:.....

Name:

Tel. No.:.....

Email:

Sacplan

Reg.no:.....



C. Experience and expertise in Spatial Planning in the Western Cape

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D.	Experience and expertise in Environmental Management practices in the Western Cape
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practitioner:.....

Qualification(s):

E.	Experience and expertise in Civil Engineering
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Name of Practioner:

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Qualifications:.....

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List involvement in similar projects:

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F.	Experience and expertise in Economic Development
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Name of

Practitioner:.....

Qualifications:.....

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List involvement in similar projects:

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LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

G.	Experience and expertise in GIS projects of a similar scale and nature
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Name of GIS expert(s):

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Qualification(s):

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List involvement in similar projects:

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LANGEBERG

MUNICIPALITEIT MUNICIPALITY MASIPALA

15 CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/We the undersigned is/are duly authorised to do so on behalf of the firm certify that:

1. The information supplied is correct.
2. All copies of relevant information are attached.
3. The BBBEE points claimed are correct and based on owners/shareholders who are actively involved in the day to day management of the enterprise
4. I take note that payment will be effected 30 days after delivery was effected if delivered with an original invoice.
5. If I am classified as a dependant service provider/labour broker as stated in the fourth schedule of the Income Tax act I hereby authorise the LLM to deduct PAYE and supply me with a yearly IRP 30 (only if no valid Labour Broker Certificate can be supplied).
6. None of the owners, directors, managers, shareholders or stakeholders of this entity is in the service of the state, or has been in the service of the state in the previous twelve months.
7. In case of a dispute the wording of the original approved Bid Specification Committee Document would prevail.

Signature of authorised person

Date

LANGEBERG
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Commissioner of Oaths