

# MUNISIPALITEIT DAWID KRUIPER MUNICIPALITY



## **BID**

### **APPOINTMENT OF A MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER FOR A DETAILED CONDITIONAL AND HYDRAULIC ASSESSMENT OF BULK WATER INFRASTRUCTURE AND COMPLETION OF MINOR REMEDIAL WORKS**

DIRECTORATE CIVIL ENGINEERING SERVICES

PRIVATE BAG X6003

UPINGTON

8800

### **NOTICE TN009/2022**

**Bidders name:** \_\_\_\_\_

**Bid Price :**     **R** \_\_\_\_\_

**DAWID KRUIPER MUNICIPALITY**

**APPOINTMENT OF A MULTI-DISCIPLINARY PROFESSIONAL  
SERVICE PROVIDER FOR A DETAILED CONDITIONAL AND  
HYDRAULIC ASSESSMENT OF BULK WATER INFRASTRUCTURE  
AND COMPLETION OF MINOR REMEDIAL WORKS**

	<b>CONTENTS</b>	<b>PAGE</b>
A	General Conditions of Contract	3 - 17
B	Specifications	18 – 20
C	Form of Quotation	21
D	Summary of items and quoted prices	22
E	Forms	23 – 40
F	Annexures	41

# DAWID KRUIPER MUNICIPALITY

Republic of South Africa



## DAWID KRUIPER MUNICIPALITY PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

APPOINTMENT OF A MULTI-DISCIPLINARY PROFFESIONAL SERVICE PROVIDER FOR A  
DETAILED CONDITIONAL AND HYDRAULIC ASSESSMENT OF BULK WATER  
INFRASTRUCTURE AND COMPLETION OF MINOR REMEDIAL WORKS

TN009/2022 : APPOINTMENT OF A MULTI-DISCIPLINARY PROFFESIONAL SERVICE PROVIDER FOR A DETAILED  
CONDITIONAL AND HYDRAULIC ASSESSMENT OF BULK WATER INFRASTRUCTURE AND COMPLETION OF MINOR  
REMEDIAL WORKS

## **DAWID KRUIPER MUNICIPALITY**

### **SECTION "A"**

### **GENERAL CONDITIONS OF QUOTATION**

#### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**Dawid Kruiper: Republic of South Africa**

## **General Conditions of Contract**

### **1. Definitions**

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

## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**Dawid Kruiper: Republic of South Africa**

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**Dawid Kruiper: Republic of South Africa**

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

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**Dawid Kruiper: Republic of South Africa**

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent Rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for Dawid Kruiper municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in Dawid Kruiper municipality.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.



## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

**Dawid Kruiper: Republic of South Africa**

### **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

**Dawid Kruiper: Republic of South Africa**

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| <b>9. Packing</b>                 | <p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                              |
| <b>10. Delivery and Documents</b> | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>11. Insurance</b>              | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>12. Transportation</b>         | <p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>13. Incidental Services</b>    | <p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</li> <li>(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ul> <p>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.</p> |

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**Dawid Kruiper: Republic of South Africa**

- 14. Spare parts**
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**Dawid Kruiper: Republic of South Africa**

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| <b>16. Payment</b>                              | 16.1 | The method and conditions of payment to be made to the supplier under this contract shall be specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                 | 16.2 | The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                 | 16.3 | Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                 | 16.4 | Payment will be made in Rand unless otherwise stipulated.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>17. Prices</b>                               | 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.                                                                                                                                                                                                                                                                                                                                    |
| <b>18. Variation Orders</b>                     | 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.                                                                                                                                                                                                                    |
| <b>19. Assignment</b>                           | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>20. Subcontracts</b>                         | 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.                                                                                                                                                                                                                                                                                                                                                          |
| <b>21. Delays in the supplier's performance</b> | 21.1 | Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                 | 21.2 | If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**Dawid Kruiper: Republic of South Africa**

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**Dawid Kruiper: Republic of South Africa**

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person. restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**Dawid Kruiper: Republic of South Africa****24. Antidumping and countervailing duties and rights**

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**Dawid Kruiper: Republic of South Africa**

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| <b>28. Limitation of Liability</b> | 28.1 | Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;                                                                                                                                                                                                                                       |
|                                    | (a)  | the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and |
|                                    | (b)  | the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.                                                                                           |
| <b>29. Governing Language</b>      | 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.                                                                                                                                                                            |
| <b>30. Applicable law</b>          | 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified.                                                                                                                                                                                                                                                      |
| <b>31. Notices</b>                 | 31.1 | Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.                     |
|                                    | 31.2 | The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.                                                                                                                                                                                |
| <b>32. Taxes and duties</b>        | 32.1 | A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.                                                                                                                                                                                                |
|                                    | 32.2 | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.                                                                                                                                                                                               |
|                                    | 32.3 | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.                                                                                                                                                        |
|                                    | 32.4 | No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.                                                                                                                                                                                                                             |

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**TN009/2022 : APPOINTMENT OF A MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER FOR A DETAILED CONDITIONAL AND HYDRAULIC ASSESSMENT OF BULK WATER INFRASTRUCTURE AND COMPLETION OF MINOR REMEDIAL WORKS**



**Dawid Kruiper: Republic of South Africa**

- |                                                 |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>33. Transfer of contracts</b>                | 33.1 | The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>34. Amendment of contracts</b>               | 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.                                                                                                                                                                                   |
| <b>35. Prohibition of restrictive practices</b> | 35.1 | In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.                                                                                                                                                                                                |
|                                                 | 35.2 | If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.                                                                                                                                                                      |
|                                                 | 35.3 | If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned. |

Revised July 2010

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

## **DAWID KRUIPER MUNICIPALITY**

### **SPECIFICATION**

#### **APPOINTMENT OF A MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER FOR A DETAILED CONDITIONAL AND HYDRAULIC ASSESSMENT OF BULK WATER INFRASTRUCTURE AND COMPLETION OF MINOR REMEDIAL WORKS**

#### **SCOPE OF BID**

The Dawid Kruiper Municipality has been in the transition for the past few years with settlements growth visible and demand for services increasing. The Municipality needs to establish the actual requirements for refurbishment and/or upgrades of the required bulk water services to meet the current and future water demand. Various observations have been encountered in the infrastructure and requires technical assessment, remedial action of which some will be immediate remediation and the major activities will require detailed studies to be completed for funding proposals.

#### **1. CLOSING DATE AND COMPULSORY SITE MEETING**

- 1.1. Sealed bids clearly marked "TN009/2022 : APPOINTMENT OF A MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER FOR A DETAILED CONDITIONAL AND HYDRAULIC ASSESSMENT OF BULK WATER INFRASTRUCTURE AND COMPLETION OF MINOR REMEDIAL WORKS " must be placed in the Municipal tender Box **before or at 14:00 on Friday, 23 September 2022** and will be opened directly thereafter in the Councillor Chambers at the Municipal Offices.
- 1.2. A compulsory site briefing meeting will be held on **02 September 2022 at 10:00 am** in the Council Chambers at the Municipal Building located in Mutual Street Upington. This will include a compulsory preview of our critical facilities for repairs which proof of site visit must be produced with the tender.
- 1.3. The site meeting commences strictly as indicated above and doors will be closed. No bids will be accepted from bidders who did not attend the compulsory sit briefing meeting.

#### **3. GENERAL REQUIREMENTS**

- 3.1. This bid document as a whole, without any alteration, modification, deletion, editing or formatting of the documents content, must be completed and returned no later than the closing date and time to be evaluated. Any incomplete, altered, modified, edited or formatted document will not be considered.
- 3.2. The lowest or only bid will not necessarily be accepted.
- 3.3. Bids per fax or E- mail will also not be considered, only the original signed document will be accepted.
- 3.4. The following forms, Summary of items and bid price, MBD 1, MBD 4, MBD5, MBD 6.1, MBD 7.1, MBD 8 and MBD 9, must be completed.
- 3.5. Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy.
- 3.6. Bidders must be registered at National Treasury's Central Suppliers Data Base (CSD) and proof must be submitted.
- 3.7. A copy of the tax clearance certificate issued and/or the document issued by SARS indicating the tax clearance PIN. Please note that it is the responsibility of the supplier to ensure that all tax related matters are in order daily.

#### 4. **COMPULSORY DOCUMENTATION**

These documents **must be attached** to the bid form. Bids not containing these documents will be deemed as incomplete. (See appendix F)

4.1. A copy of the Municipal account not older than 3 months.

The Supply Chain Management Policy determines in clause 13 as follows:

#### 13. **GENERAL PRECONDITIONS FOR CONSIDERATION OF WRITTEN QUOTATIONS OR BIDS**

13.1 **A written quotation or bid may not be considered unless the provider who submitted the quotation or bid -**

a) **has furnished that provider's -**

(i) *check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears for more than three [3] months; or if the bidder lives in the rural area, he or she should get proof of residence from the chief of the village of the area;*

4.2. If the bidder is not liable for levies for municipal services, a Sworn Affidavit indicating reasons as to why a municipal account cannot be submitted and/or a Valid Lease Agreement indicating such must be provided.

4.3. **B-BBEE points would be allocated if:**

4.3.1 **A certified copy of the B-BBEE verification certificate must be attached to the bid. A verification certificate will only be accepted if the verification agency is accredited by South African National Accreditation System (SANAS) or**

4.3.2 **An original Sworn Affidavit fully completed with black ink, must be attached to the bid document.**

4.4 Proof of ECSA registration or equivalent as a professional engineer or a professional technologist or Equivalent credentials. If no proof is submitted, the bidder may not achieve maximum points.

4.5 CV's for each individual of proposed project team including certified copies of qualifications (certification not older than 3 months) of personnel and their total years' experience (Years will be measured on the years recorded from the qualification/certification date). If no proof is submitted, the bidder may not achieve maximum points.

4.6 Proof of Projects or programmes completed by the company (final completion certificates and/or reference letters with clients' letterhead will **ONLY** be accepted as proof of work successfully commissioned). Only water related projects will be considered. No appointment letters, emails, company profiles, PSP letters or evaluation forms will be accepted or granted point allocation. If no proof is submitted, the bid will be deemed as non-responsive. Site visit may be conducted to conclude acceptance of project details.

4.7 Professional indemnity insurance:

The employer shall not award a contract to any bidder that does not hold a valid professional indemnity (PI) insurance providing a minimum cover **equal or more than the contracted amount according to the SCM policy for infrastructure for the duration of contract**. Proof of insurance or confirmation from a reputable Insurance Broker that the bidder is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract. The cover must be valid for the duration of the contract. If no proof is submitted, the bid will be deemed as non-responsive.

#### 4.8 Project plan:

Project plan: Submit a Detailed proposal with the identified scope of work as part of the tender documentation (Methodology):

- a) Indicating the programme of work activities and deliverables (refer to service provider deliverables) to be undertaken. Include detailed information on how conditional and hydraulic assessment will be modelled, conducted and presented for the x12 urban and rural supply systems.
- b) An estimated time required for the program indicating each project needs,
- c) Cost breakdown structure of the project proposal including all expected services.
- d) Cost breakdown is submitted extensively aligned to each project identified, a copy of the summary of items and bid prices is not applicable, if indicating project stages please include actual cost breakdown per stage or deliverable items and not only "percentages" as indicated in Government Gazette no 39480.

Project plans will not be taken into account if all the aspects mentioned above are not included comprehensively (a, b, c, d).

### 5. **BID PRICING**

- 5.1. Bidders are required to quote prices according to the price schedules and specifications.
- 5.2. Price(s) quoted must be valid for at least 90 (ninety) days from bid closing date
- 5.3. Price(s) quoted must be firm and must be inclusive of VAT.
- 5.4. All prices must include delivery cost, accommodation and travel cost.

### 6. **METHOD OF DELIVERY AND ADDRESS**

Goods and services must be delivered as a whole.  
Delivery must be made to

Dawid Kruiper Municipality  
Head Office building  
Mutual Street  
Upington  
Northern Cape

## 7. **Functionality**

Table 1: Functionality Percentage Score as per Supply Chain Management Policy

	(W)	(V)	(W x V)
Criteria	Weight	Value	Score
Compliance to Terms of reference	5		
Previous experience and proof of similar work successfully concluded Plant	10		
Previous experience and proof of similar work successfully concluded Pipeline	10		
Project Proposal	20		
Level of expertise and qualifications of personnel: design and/construction	10		
Extensive knowledge of Operation and Maintenance of water related systems	20		
<b>Total Weight</b>	<b>75</b>	<b>25</b>	<b>So</b>

Values: 1 = Poor; 2 = Average; 3 = Good; 4 = Very good; 5 = Excellent  $F_p = 70\%$

Functionality point's basis

The calculation of the functionality percentage score to be earned is set out in Table 1 above.

Bids that scored less than a **70%** Functionality Percentage ( $F_p$ ) in Table 1 above where  $F_p = So / 375 \times 100$ , will be disqualified.

The Functionality Evaluation Criteria is set out below. Any tenderer who does not score a minimum of 70% for the Functionality Evaluation will be disqualified.

### 7.1 **Compulsory documentation for functionality evaluation**

**7.1.1** Certified copies of professional registration certificate from ECSA (Professional Engineer or Professional Technologist) **of proposed project leader.**

**7.1.2** Proof of SIMILAR projects completed, including total project cost and contactable references (final completion certificates or reference letters with clients' letterhead will only be accepted as proof of experience – no emails, evaluation scorecards, appointment letters). Only add projects of similar scope **(bulk water infrastructure assessment, design, procurement and commissioning water pipelines and water treatment works).**

#### **7.1.3** Project plan:

Project plan: Submit a Detailed proposal with the identified scope of work as part of the tender documentation (Methodology):

- Indicating the programme of work activities and deliverables (refer to service provider deliverables) to be undertaken. Include detailed information on how conditional, process and hydraulic assessment will be modelled, conducted and presented for the x12 urban and rural supply systems.
- An estimated time required for the program indicating each project needs,
- Cost breakdown structure of the project proposal including all expected services.

- d) Cost breakdown is submitted extensively aligned to each project identified, a copy of the summary of items and bid prices is not applicable, if indicating project stages please include actual cost breakdown per stage or deliverable items and not only “percentages” as indicated in Government Gazette no 39480.

Project plans will not be taken into account if all the aspects mentioned above are not included comprehensively (a, b, c, d).

#### **7.1.4 Level of expertise and qualifications of personnel: Design and/ or Construction**

CV's for each individual of proposed project team including qualifications of personnel and their total years' experience related design and/or construction projects (water-treatment, distribution network, reservoirs, dams, water pump stations will only be evaluated).

#### **7.1.5 Extensive knowledge of Operation and Maintenance of water related systems**

CV's for each individual of proposed project team including qualifications of personnel and their total years' experience related to operations and maintenance of water systems (treatment, distribution, reservoirs, dams, pump stations will only be evaluated)

<u>1. Compliance to Terms of Reference</u>		
Poor	No Proof of registration as professional engineer/technologist of Project leader.	1
Average		N/A
Good		N/A
Very Good		N/A
Excellent	Proof ECSA registration as professional Engineer/technologist of Project leader /Director or Equivalent.	5

<u>2. Previous experience and proof of similar work successfully commissioned by the company: Pipeline</u>		
Poor	Proof or no proof of previous projects commissioned: 1 bulk water pipeline > 350mm	1
Average	Proof or no proof of previous projects commissioned: 1 bulk water pipeline > 400mm	2
Good	Proof of previous projects commissioned: 1 bulk water pipeline > 450mm	3
Very Good	Proof of previous projects commissioned: 1 bulk water pipeline > 500mm	4
Excellent	Proof of previous projects commissioned: 1 bulk water pipeline > 550mm	5

3. <u>Previous experience and proof of similar work successfully commissioned by the company: Water Plant</u>		
Poor	Proof or no proof of previous projects commissioned: 1 water treatment works > 20ML/d	1
Average	Proof or no proof of previous projects commissioned: 1 water treatment works > 40ML/d	2
Good	Proof of previous projects commissioned: 1 water treatment works > 60ML/d	3
Very Good	Proof of previous projects commissioned: 1 water treatment works > 80ML/d	4
Excellent	Proof of previous projects commissioned: 1 water treatment works > 100ML/d	5

4. <u>Project proposal</u>		
Poor	Project Plan not detailed as indicated.	1
Average		N/A
Good		N/A
Very Good		N/A
Excellent	Project Plan detailed as indicated inclusive of a, b, c, d as per 7.1.3.	5

5. <u>Level of expertise and qualifications of personnel: Design and/ or Construction</u>		
Poor	Amount of experience years of listed personnel – 5 -10 combined years in related projects	1
Average	Amount of experience years of listed personnel – 11 - 25 combined years in related projects	2
Good	Amount of experience years of listed personnel – 26 - 35 combined years in related projects.	3
Very Good	Amount of experience years of listed personnel – 36 - 49 combined years in related projects.	4
Excellent	Amount of experience years of listed personnel – 50 and above combined years on related projects.	5

6. Extensive knowledge of Operation and Maintenance of water related systems		
Poor	Amount of experience years in operation and maintenance of listed personnel – 5 -10 combined years in related projects	1
Average	Amount of experience years in operation and maintenance of listed personnel - 11 - 25 combined years in related projects	2
Good	Amount of experience years in operation and maintenance of listed personnel - 26 - 35 combined years in related projects.	3
Very Good	Amount of experience years in operation and maintenance of listed personnel – 36 - 49 combined years in related projects.	4
Excellent	Amount of experience years in operation and maintenance of listed personnel - 50 and above combined years on related projects.	5

Values: 1=poor; Average=2, Good=3, Very good=4, Excellent=5

## 8. **SPECIFIC REQUIREMENTS**

The professional services provider must provide the following services to the Dawid Kruiper Municipality

Conduct a detailed hydraulic and conditional integrity analysis of the water treatment works, bulk water distribution network configuration, pump stations, reservoirs and zonal reticulation. The service provider must present short and long-term work on all bulk water infrastructure identified. The project aims to ensure water security by identifying capacity constraints and physical defects on the bulk water infrastructure including the operational mandate of systems. The service provide must complete all minor works on the bulk infrastructure or source specialist in the field required for implementation. Where the services need to be temporary interrupted, interruptions may not exceed 4 hours.

***Note: The list of all the infrastructure applicable including all required historic data will be provided on a separate link for bidders who attend the site briefing meeting. The Municipality has a Master Plan for Water and Sewer that can be used to guide the analysis to be conducted, however should not be limited to this data, service providers will be expected to do the required needs assessment for infrastructure upgrade to draw up a suitable conclusion.***

### **8.1 System assessment and identifying minor, major and upgrade/expansion work:**

- Concrete structures/ Steel Structures,
- Repairs on expansion joints of concrete structures for all raw and clean water storage reservoirs
- Waterproofing membranes
- Pump configuration control
- Valves, bulk and reticulation pipelines and fittings (mapping, quantification, repairs and replacement strategy aligned to masterplans and current pipe break trend, including road repairs were applicable)
- Telemetry and SCADA



- Motor Control Centres
- Electrical supply and cabling
- Piping and Instrumentation
- Sedimentation tanks including all auxiliary equipment
- Positive displacement blowers
- Filters (rapid gravity and pressure)
- Chemical dosing systems
- Bulk and reticulation pipelines
- Possibility to create zonal distribution within existing network
- Pressure and flow logging

## **8.2 Deliverables**

- 8.2.1 Detailed assessment reports: inclusive of compulsory surveys (Desktop and Field), Conditional, Hydraulic, Process, Mechanical and Electrical infrastructure assessment.
- 8.2.2 Technical reports: Recommendations for future demand accommodation inclusive of cost estimation, option analysis, replacement strategy and methodology - priority, minor and major works.
- 8.2.3 Final Design and Drawings of priority and minor repair works.
- 8.2.4 Procurement: Design and Build - Minimum of 3 quotations required for approval by the client is applicable for all repair and replacement items considered for minor and urgent works.
- 8.2.5 4-day (20 hours) workshop presenting detailed information for inputs and approval prior to final submission (items 8.2.1-8.2.5).
- 8.2.6 Supply, deliver, construction and commissioning of all priority and minor repair/ refurbishment works inclusive of drawings, technical information including all applicable warranties and guarantees for the entire works completed.
- 8.2.7 Detailed Business Plans and preliminary designs for multi-year upgrade and expansion projects (major repair and upgrades) identified inclusive of the following;
  - Geotechnical studies
  - Environmental Authorization – Including all required studies until completion
  - Water Use Licencing – Including all required studies until completion
  - Any Surveys (Desktop and Field)
  - 2-day (10-hours) workshop presenting detailed information for inputs and approval prior to final submission (items 8.2.7).
- 8.2.8 Monthly progress monitoring
  - Progress reports
  - Progress site meetings
  - Monthly invoicing
- 8.2.9 Close-Out: Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the infrastructure.
- 8.2.10 Develop operation & maintenance manuals for each project inclusive of technical information from manufacturer.
- 8.2.11 Training of key staff on components that have been reconfigured (minimum 3 days-15 hours).
- 8.2.12 Piping and instrumentation diagrams including documented control philosophies, process flow diagrams, wiring diagrams, operation and maintenance documentation and as-built drawings (hard and soft copy) x4.
- 8.2.13 Inventory list of all structures and facilities for the asset management register.

## **9. COPYRIGHT**

Copyright of the document produced under this project and its assignments will vest in and are hereby transferred to the Dawid Kruiper Municipality (DKM), unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties. For this purpose, only all works created in terms of this service and the assignments thereof will be deemed to have been created under the control and direction of DKM.

The documentation produced under this project may be requested from the service provider at any point during the asset lifespan.

## **10 PROJECT COMPLETION**

Expected completion date is 30 June 2025.

## **DAWID KRUIPER MUNICIPALITY**

### **SECTION "C"**

To: The Municipal Manager  
Private Bag X6003  
UPINGTON  
8800

Sir

In response to the official notice calling for the supply and delivery of the services listed I/we, the undersigned, carrying on a business under the name of:

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

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

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

Tel nr: \_\_\_\_\_

do hereby quote to supply the services in accordance with the General Conditions of Quotation and the Specifications attached hereto except in so far as amended in our accompanying covering letter, at the prices given and to deliver those services within the stated delivery period measured from the date of the Council's letter of acceptance of my/our quotation. Quotation prices are included in Section "D" hereof.

The undersigned agrees, that in terms of these documents this Quotation shall remain open for acceptance for a period of **90 (ninety)** days from the date on which quotations are returnable and that notification of acceptance by the Municipal Manager shall constitute a binding contract with effect from the date of such notification.

**Bid price (all taxes included):**R\_\_\_\_\_

Amount in words:

\_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

Signed by, or on behalf of the bidder, in the presence of the undersigned witnesses.

**WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF BIDDER**

**DAWID KRUIPER MUNICIPALITY**

**SECTION "D"**

**SUMMARY OF ITEMS AND BID PRICES**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Section A</b>		
<b>1</b>	<b>Reservoirs (raw and clean) structural integrity assessment and design of required capacity for major reservoirs/dams including elevated towers</b>	
1.1.	Assessment of existing reservoirs including elevated towers: structural integrity, capacity assessment, future required storage design -20 years	
1.2	Technical report including cost estimation, Business plans and preliminary design required for major upgrades and expansions	
1.4	Supply, deliver, construction monitoring and commissioning of all urgent and minor repair works required.	
1.5	Provide Professional Services for the minor works as per section 1.4. Limited to 5% of R6000 000	
	Subtotal A	
<b>Section B</b>		
<b>2.</b>	<b>Smaller settlement towns water treatment works assessment of existing capacities and required refurbishment and upgrading</b>	
2.1	Provide Professional Services for the assessment and major work to be conducted at raw water abstraction pump stations, pipelines including water treatment works Completion of;	

	<ul style="list-style-type: none"> <li>Detailed assessment of the existing infrastructure</li> <li>Detailed technical report including cost estimations for refurbishment and upgrades</li> <li>Detailed Business Plan</li> <li>Preliminary design</li> </ul>	
2.3	Supply, deliver, construction and commissioning of all urgent and minor works and refurbishment works inclusive of drawings, process and instrumentation diagrams, technical information, Standard Operation Procedures and Operation and Maintenance Manuals (plant and equipment specific) of the entire works completed; (concrete works, pipe works, mechanical, electrical, process reconfiguration and improvement - pumps, control panels, switchgears, settling tanks, pressure filters, instrumentation)	R 7 000 000
	Provide Professional Services for the minor works as per section 2.3. Limited to 5% of R7000 000	
	Subtotal B	
<b>Section C</b>	Main Water Treatment Works Assessment of existing capacities and required refurbishment and upgrading works	
3.1	<p>Provide Professional Services for the assessment and major works to be conducted at raw water abstraction pump station, bulk raw water pipelines, AH September water treatment works and main water pump stations</p> <p><u>Completion of:</u></p> <ul style="list-style-type: none"> <li>Detailed assessment of the existing infrastructure; hydraulic, process and conditional</li> <li>Detailed technical report including cost estimations for refurbishment and upgrades</li> <li>Preliminary designs</li> <li>Detailed Business Plans</li> </ul>	
3.2	Supply, deliver, construction and commissioning of all urgent and minor works inclusive of drawings, process and instrumentation diagrams, technical information, Standard Operation Procedures and Operation and Maintenance Manuals (plant and equipment specific) of the entire works completed; (concrete works, pipe works, mechanical, electrical, process reconfiguration and improvement - pumps,	R2 500 000

	motors, motor control centres, control panels, switchgears, clarifiers, scrapping bridges, rapid gravity filters, instrumentation)	
3.3	Provide Professional Services for the minor works as per section 3.2. Limited to 5% of R2500 000	
3.4	Specialist cost not stipulated in document (e.g. surveys, tests, analyses, site and studies, to be extensively detailed in the proposed methodology).	R500 000
	Subtotal C	
4.	Subtotal A + B + C	
5.	Contingencies (15%)	
6.	Subtotal D ( Item 4 + 5)	
7.	Add 15 % VAT	
8.	<b>Grand Total bid price</b> (This amount to be entered in Section "C" of the bid document)	

**NB :** Completion of this page is compulsory and the total must be entered as the bid price in the MBD 1 form below and section C above.

**Signature of Bidder** .....

Witnesses: 1.....

2.....

**DAWID KRUIPER MUNICIPALITY**

**SECTION “E”**

**FORMS TO BE COMPLETED**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DAWID KRUIPER MUNICIPALITY</b>			
BID NUMBER:	TN009/2022	CLOSING DATE: 23 September 2022	CLOSING TIME: 14:00
DESCRIPTION	APPOINTMENT OF A MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER FOR A DETAILED CONDITIONAL AND HYDRAULIC ASSESSMENT OF BULK WATER INFRASTRUCTURE AND COMPLETION OF MINOR REMEDIAL WORKS		
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED  
IN THE BID BOX SITUATED AT

<b>Dawid Kruijer Municipality</b>				
<b>Civic Centre</b>				
<b>Mutual Street</b>				
<b>Upington</b>				
<b>8800</b>				
<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				



ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE: R.....		
SIGNATURE OF BIDDER	.....		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Supply Chain Management Unit		DEPARTMENT	Civil Engineering Services
CONTACT PERSON	Mary Marabi		CONTACT PERSON	Mduduzi Mnganga
TELEPHONE NUMBER	054 338 7182		TELEPHONE NUMBER	054 338 7061
FACSIMILE NUMBER	-		E-MAIL ADDRESS	
E-MAIL ADDRESS	mary.marabi@dkm.gov.za		mduduzi.mnganga@dkm.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) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 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: .....



### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars.
 

.....

.....

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

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

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

- 3.9 Have you been in the service of the state for the past twelve months? **YES/NO**  
 3.9.1 If yes, furnish particulars

.....  
 .....

- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES/ NO**  
 3.10.1 If yes, furnish particulars.

.....  
 .....

- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES/ NO**  
 3.11.1 If yes, furnish particulars

.....  
 .....

- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES/ NO**  
 3.12.1 If yes, furnish particulars.

.....  
 .....

- 3.13 Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state? **YES/ NO**  
 3.13.1 If yes, furnish particulars.

.....  
 .....

- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES/ NO**  
 3.14.1 If yes, furnish particulars:

.....  
 .....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder



**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

**For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:**

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

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

.....  
.....

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

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

2.2 If yes, provide particulars.

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

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

3.1 If yes, furnish particulars

.....

.....

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

4.1 If yes, furnish particulars

Delete if not applicable

.....

.....



# CERTIFICATION

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

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

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

.....

.....

Signature

Date

.....

.....

Position

Name of Bidder



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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:
- |                                                          | POINTS     |
|----------------------------------------------------------|------------|
| <b>PRICE</b>                                             | 80         |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | 20         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |
- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

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

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

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

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

#### 5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

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

(**Tick applicable box**)

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

- 7.1.1 If yes, indicate:

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

- 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 least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT registration number: .....

8.3 Company registration number: .....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

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

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

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

WITNESSES

- 1. ....
- 2. ....

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

DATE: .....

ADDRESS .....

.....  
.....



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

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

Item	Question	Yes	No
4.1	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).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
Item	Question	Yes	No

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

MBD 8

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
 FORM TRUE AND CORRECT.

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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





## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

---

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**TN009/2022 APPOINTMENT OF A MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER FOR A DETAILED CONDITIONAL AND HYDRAULIC ASSESSMENT OF BULK WATER INFRASTRUCTURE AND COMPLETION OF MINOR REMEDIAL WORKS**

in response to the invitation for the bid made by:

DAWID KRUIPER MUNICIPALITY

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

I certify, on behalf of:

that:

\_\_\_\_\_  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

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

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



## **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

### **PART 1 (TO BE FILLED IN BY THE BIDDER )**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) ..... in accordance with the requirements and 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 time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2. ....

DATE: .....

## **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

### **PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

<b>ITEM NO.</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>		<b>DELIVERY PERIOD</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</b>

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP
----------------

WITNESSES	
1.	.....
2.	.....
DATE	.....



## **CONTRACT FORM - RENDERING OF SERVICES**

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

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

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.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
2. 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.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2 .....

DATE: .....

## CONTRACT FORM - RENDERING OF SERVICES

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as ..... accept your bid under reference number ..... dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

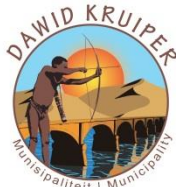
OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....



## **CONTRACT FORM - SALE OF GOODS/WORKS**

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

### **PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution) ..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (vii) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Special Conditions of Contract;
  - (viii) General Conditions of Contract; and
  - (ix) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2 .....

DATE: .....



## **CONTRACT FORM - SALE OF GOODS/WORKS**

### **PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I ..... in my capacity as ..... accept your bid under reference number .....dated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>		

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP
----------------

WITNESSES
1. ....
2. ....
DATE .....

# **DAWID KRUIPER MUNICIPALITY**

## **SECTION "F"**

### **Annexures**

Attach all annexures and documents to this page

1. Tax Clearance certificate
2. CSD registration
3. Certified B-BBEE Certificate or Original Sworn Affidavit
4. Municipal account
5. All documents as stipulated in compulsory documentation and functionality.