**ZF MGCAWU DISTRICT MUNICIPALITY**



**TENDER DESCRIPTION: APPOINTMENT OF CONSULTANT TO RENDER IMPLEMENTATION AND MANAGEMENT OF THE RURAL ROADS ASSET MANAGEMENT SYSTEM GRANT**

**PRIVATE BAG X6039**

**UPINGTON**

**8800**

**BID NUMBER 06:2022/2023**

**Bidders Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Bid Total Amount : R \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

** ZF MGCAWU DISTRICT MUNICIPALITY**

**TENDER 6: 2022/2023**

**TENDER DESCRIPTION: APPOINTMENT OF CONSULTANT TO RENDER IMPLEMENTATION AND MANAGEMENT OF THE RURAL ROADS ASSET MANAGEMENT SYSTEM GRANT**

**INVITATION TO BID**

**Advertisement**

Tenders are hereby invited for the Appointment of consultants to render implementation and management of the rural roads asset management system grant of ZF Mgcawu District Municipality for a period of **28 months**.

Tender documents will be available from Thursday, 09 February 2023 on the

e-Tender portal as well as on the official website of ZF Mgcawu District Municipality.

Sealed Tenders marked, **“TENDER 6: 2022/2023 –** **Appointment of consultants to render implementation and management of the rural roads asset management system grant of ZF Mgcawu District Municipality”** must reach the offices of the ZF Mgcawu District Municipality before 12h00 on 23 February 2023. Bid documents must be placed in the tender box of the municipality at the corner of Upington 26 Avenue and Dr Nelson Mandela Drive, Upington. All bid documents will be opened at about 12h00 on the same day in the council chambers. Bid documents which are not completed in full or which are received late, will not be considered. No faxed bid documents will be considered and the council will not necessarily accept the lowest or the only submitted bid. The council also reserves the right not to appoint any service provider. Water and electricity account must be attached. A B-BBEE certificate must be attached.

***A valid tax clearance certificate issued by SARS for tender purposes must accompany all tenders.***

***All vendors are requested to register on the Central Supplier Database*** [***https://secure.csd.gov.za***](https://secure.csd.gov.za) ***which can be accessed on the National Treasury website in order to conduct business with them.***

Tenders will be adjudicated according to the 80/20 preference points system for the acquisition of goods, works and/ or service. Preference Points for this bid shall be awarded 80 points for Price and 20 points for Specific Goals (Definitions as per the forms in the bid document):

**For more information or queries contact: I De Waal or AN Phete at** 054 337 2800 or e-mail: idewaal@zfm-dm.gov.za/anp@zf-dm.gov.za

**MR AK TIETIES**

**MUNICIPAL MANAGER**

**ZF MGCAWU**

**MSCOA PERFORMANCE MANAGEMENT SYSTEM**

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**ZF MGCAWU DISTRICT MUNICIPALITY**

**SECTION "*A*"**

**GENERAL CONDITIONS OF QUOTATION**

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**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**General Conditions of Contract**

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| **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 “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.  1.6 “Day” means calendar day.  1.7 “Delivery” means delivery in compliance of the conditions of the contract or order.  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. |

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

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|  | 1.11 “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.  1.12 “GCC” means the General Conditions of Contract.  1.13 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.  1.14 “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.  1.15 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.  1.16 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.  1.17 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.  1.18 “Project site,” where applicable, means the place indicated in bidding documents.  1.19 “Purchaser” means the organization purchasing the goods.  1.20 “Republic” means the Republic of South Africa.  1.21 “SCC” means the Special Conditions of Contract. |

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**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

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|  | 1.22 “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.  1.23 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.  1.24 “Tort” means in breach of contract.  1.25 “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.  1.26 “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..  3.2 Invitations to bid are published in locally distributed news media on the website of ZF Mgcawu District Municipality and the Treasury e-portal. |
| **4. Standards**  **5. Use of contract documents and information inspection** | 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.  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**

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|  | 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 ZF Mgcawu Distict municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ZF Mgcawu District municipality. |
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**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

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| **7. Inspections,**  **tests and**  **analyses** | 7.1 All pre-bidding testing will be for the account of the bidder.  7.2 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.  7.3 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.  7.4 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.  7.5 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.  7.6 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.  7.7 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.  7.8 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. |

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| **8. Packing** | 8.1 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.  8.2 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. |
| **9. Delivery and**  **Documents** | 9.1 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. |
| **10. Insurance** | 10.1 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. |
| **11. Transportation** | 11.1 Should a price other than an all-inclusive delivered price be required, this shall be specified |
| **12. Incidental**  **Services** | 12.1 The supplier may be required to provide any or all of the following services, including additional services, if any:  (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;  (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;  (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;  (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and  (e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.  12.2 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. |

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

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| **13. Spare parts** | 13.1 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 |
| **14. Warranty** | 14.1 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.  14.2 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.  14.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.  14.4 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.  14.5 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. |

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| **15. Payment** | 15.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.  15.2 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.  15.3 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.  15.4 Payment will be made in Rand unless otherwise stipulated. |
| **16. Prices** | 16.1 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. |
| **17. Variation**  **Orders** | 17.1 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. |
| **18. Assignment** | 18.1 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. |
| **19. Subcontracts** | 19.1 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. |
| **20. Delays in the**  **supplier’s**  **performance** | 20.1 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.  20.2 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**

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|  | 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**

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|  | 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 Daulters. 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**

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| **24. Force**  **Majeure** | 24.1 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.  24.2 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. |
| **25. Termination**  **for insolvency** | 25.1 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. |
| **26. Settlement of**  **Disputes** | 26.1 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.  26.2 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.  26.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.  26.4 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**

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| **27. Limitation of**  **Liability** | 27.1 Except in cases of criminal negligence or wilful 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. |
| **28. Governing**  **Language** | 28.1 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. |
| **29. Applicable law** | 29.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified. |
| **30. Notices** | 30.1 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.  30.2 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. |
| **31. Taxes and duties** | 31.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.  31.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.  31.3 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.  31.4 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**

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| **32. Transfer of contracts** | 32.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser |
| **33. Amendment of contracts** | 33.1 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. |
| **34. Prohibition of restrictive practices** | 34.1 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.  34.2 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 0f 1998.  34.3 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. |

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

SPECIFICATIONS

Document number T1.2

Title : Tender Data

| **Clause number** | **Description / Comment** | | | |
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|  | The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294. The document can be purchased from the South African Institution of Civil Engineering. Order forms are available on their website: http//www.civils.org.za.  The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.  Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies. | | | |
| F.1.1 | The employer is **ZF Mgcawu District Municipality.** | | | |
| F.1.2 | The tender documents issued by the employer comprise:  Part 1: Tender Procedures  T1.1 Tender notice and invitation to tender  T1.2 Tender data  Part 2: Returnable documents  T2.1 List of returnable documents  T2.2 Tender schedules  Part C1:Agreement and contract Data  C1.1 Form of offer and acceptance  C1.2 Contract data  Part C2:Pricing data  C2.1 Pricing instructions  C2.2 Activity schedules / Bills of Quantities  Part C3: Scope of work  C3 Scope of work  Part C4: Site information  Site information | | | |
| F.1.4 | The employer’s agent is:  Name: I De Waal  Address: ZF Mgcawu District Municipality  Tel: 054 337 2800  Fax: 054 337 2888  E-mail : [idewaal@zfm-dm.gov.za](mailto:idewaal@zfm-dm.gov.za) | | | |
| F.2.1 | Only those tenderers who are registered with ECSA or any other registered body for are eligible to submit tenders. | | | |
|  | Only those tenderers who score a minimum score of 60 points in respect of the following quality criteria are eligible for evaluation. | | | |
|  |  | **Description of quality criteria and sub-criteria** | **Maximum number of tender evaluation points** |  |
|  | Approach paper which responds to the proposed scope of work and outlines proposed approach / methodology and work plan complete with time frames. | 35 |  |
|  | Experience of the key staff (assigned personnel) in relation to the scope of work. | 35 |  |
|  |  | Previous experience with respect to specific aspects of the project / comparable projects. | 30 |  |
|  |  | Total evaluation points for quality | 100 |  |
|  |  |  |  |  |
| F.2.7 | The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. | | | |
| F.2.12 | If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably enables the Employer’s objectives for the services as stated in the Scope of Work to be achieved. | | | |
| F.2.13.3 | Parts of each tender offer communicated on paper shall be submitted as an original. | | | |
| F.2.13.5 | The employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:  Location of tender box: ZF Mgcawu District Municipality  Physical address: **c/o Dr Nelson Mandela Driveway & Upington 26 Driveway**  **Upington,**  **8800**  Identification details: Tender №, Tender Title, Address, Tenderers Name | | | |
| F.2.13 | A two-envelope procedure will not be followed. | | | |
| F.2.15 | The closing time for submission of tender offers is 12:00pm hrs on Friday, 09 September 2022. | | | |
| F.2.15 | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. | | | |
| F.2.16 | The tender offer validity period is 90 days. | | | |
| F.2.23 | The tenderer is required to submit with his tender:  1) An original or certified valid Tax Clearance Certificate issued by the South African Revenue Services; and  2) Proof of ECSA registration or with any other recognised body where engineers can register. | | | |
| F.3.4 | The time and location for opening of the tender offers are:  Time: Directly after Tender Closure (12h00pm)  Location: ZF Mgcawu District Municipality (Council Chamber), Upington | | | |

The following are some of the basic requirements, which the consultancy firms will have to meet. The firm

*1. Must have infrastructure such as an office, telephone and computer systems with relevant drawing, GIS programs, plotting equipment, etc. and accommodation for engineering technicians;*

*2. Must have experience about the abovementioned work and include the relevant personnel cv’s or detailed profile employees who will fully responsible for the implementation;*

*3.Must be able to provide a tax clearance certificate marked tender;*

*4.The firm itself as well as the project leader must be registered with any recognized Engineering council, and*

*5. The firm must be able to travel within the region*

Part T2: Returnable Schedules

Document number: T2.1

Title: List of Returnable Schedule

|  |
| --- |
| The tenderer must complete the following returnable documents |
| **1 Returnable Schedules required for tender evaluation purposes**   * Certificate of Authority for Signatory; * Certificate of Authority for Joint Ventures; * Compulsory Enterprise Questionnaire; * Evaluation Schedule: Approach Paper; * Evaluation Schedule: Experience of Key Staff; * Evaluation Schedule: Tenderers Experience; and * Record of Consultancy Provided to Organ’s of State. * Form for scoring of preferential points |
| **2 Other documents required for tender evaluation purposes**   * An original valid Tax Clearance Certificate for Tender issued by the South African Revenue Services; and * Proof of ECSA registration |
| **3 Returnable Schedules that will be incorporated into the contract**   * Preferencing Schedule; * Proposed Ammendments and Qualifications; * Record of Addenda to Tender Documents. |
| **5 C1.1 Offer and acceptance** |
| **6 C1.2 Contract Data (Part 2)** |
| **7 C2.2 Activity Schedule** |

Document number T2.2

Title : Returnable Schedules

ZF MGCAWU DISTRICT MUNICIPALITY

## AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY / PARTNERSHIP / ONE-PERSON BUSINESS / CLOSE CORPORATION / JOINT VENTURE

**A. COMPANIES**

If the Tenderer is a company, a certified copy of the resolution of the Board of Directors, personally signed by the chairperson of the board, authorising the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and / or contract on behalf of the company, must be submitted with this Tender.

An example is shown below:

By Resolution of the Board of Directors on ........................... 22......., Mr / Ms

has been duly authorised to sign all documents in connection with TENDER NO. **………………………** on behalf of (block capitals)

SIGNED ON BEHALF OF THE COMPANY:

IN HIS / HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

**B. PARTNERSHIPS**

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

Full name of partner Residential address Signature

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

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

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

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

We, the undersigned partners in the business trading as, ………………………….………………………

hereby authorise ………………………………………………………. to sign this tender as well as any contract resulting from the tender and any other documents and correspondence in connection with this tender and / or contract on our behalf.

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

Signature Signature Signature

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

Date Date Date

**C. ONE-PERSON BUSINESS**

I, the undersigned ............................................................. hereby confirm that I am the sole owner of the

business trading as …………………………………………………………………............................................

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

Signature Date

**D. CLOSE CORPORATIONS**

In the case of a Close Corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with a resolution by its members authorising a member or other official of the Corporation to sign the documents on their behalf. An example of such resolution is given below:

By resolution of the members at a meeting on ............................................................................... 22 ........

at …………………………………………. Mr / Mrs / Ms ………………………………………………. whose signature appears below, has been duly authorised to sign all documents in connection with this Tender,

TENDER NO. **…………......………….** on behalf of (Block capitals)

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

SIGNED ON BEHALF OF CLOSE CORPORATION:

IN HIS / HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES 1. ……………………………………………….

2. ……………………………………………….

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise   
  
Mr/Ms …….…….…….…….……., authorised signatory of the company …….…….…….…….………………. , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

|  |  |  |
| --- | --- | --- |
| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
| Lead partner |  | Signature:  Name:  Designation: |
|  |  | Signature:  Name:  Designation: |
|  |  | Signature:  Name:  Designation: |
|  |  | Signature:  Name:  Designation: |

Compulsory Enterprise Questionnaire

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted. | | | | | | | | |
| Section 1: Name of enterprise: | | | | | | | | |
| Section 2: VAT registration number, if any: | | | | | | | | |
| Section 3: CIDB registration number, if any: | | | | | | | | |
| Section 4: Particulars of sole proprietors and partners in partnerships: | | | | | | | | |
|  | Name | Identity number | | | Personal income tax number | | | |
|  |  | | |  | | | |
|  |  | | |  | | | |
|  |  | | |  | | | |
| Section 5: Particulars of companies and close corporations  Company registration number  Close corporation number  Tax reference number | | | | | | | | |
| Section 6: Record in the service of the state  Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following: | | | | | | | | |
|  | a member of any municipal council | |  | an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) | | | |  |
| a member of an accounting authority of any national or provincial public entity | |  |
| a member of the National Assembly or the National Council of Province | |  | an employee of Parliament or a provincial legislature | | | |  |
| a member of the board of directors of any municipal entity | | | |  |
| a member of any provincial legislature | |  |
| If any of the boxes are marked, disclose the following: | | | | | | | | |
|  | Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | | | Status of service  (tick appropriate column) | | | |
| Current | Within first 12 months | | |
|  |  | | |  |  | | |
|  |  | | |  |  | | |
|  |  | | |  |  | | |
|  |  | | |  | | | |
| Insert separate page if necessary | | | | | | | | |
| Section 7: Record of spouses, children and parents in the service of the state  Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following: | | | | | | | | |
|  | a member of any municipal council | |  | a member of any provincial legislature | | | |  |
| a member of an accounting authority of any national or provincial public entity | |  | an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) | | | |  |
| a member of the National Assembly or the National Council of Province | |  | an employee of Parliament or a provincial legislature | | | |  |
| an official of any municipality or municipal entity | |  | a member of the board of directors of any municipal entity | | | |  |
| If any of the boxes are marked, disclose the following: | | | | | | | | |
|  | **Name of spouse, child or parent** | **Name of institution, public office, board or organ of state and position held** | | | **Status of service  (tick appropriate column)** | | | |
| **Current** | | **Within last 12 mnths** | |
|  |  | | |  | |  | |
|  |  | | |  | |  | |
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|  |  | | |  | | | |
| Insert separate page if necessary | | | | | | | | |
| The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:  i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;  ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;  iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;  iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and  iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct. | | | | | | | | |

Signed: Name: ……………………………………

Date: Position:

Tenderer:

Evaluation Schedule: Approach paper

***Tenderers must note that the approach paper shall be used to score points and must be submitted for record purposes and it basically the key document on what will be expected from the Engineers.***

The approach paper must respond to the proposed scope of work/project design and outline the proposed approach / methodology and work plan complete with time frames, and where relevant and appropriate, propose the scope of work and / or modifications to the scope of work. The approach paper should articulate what the tenderer is offering to provide for the price tendered in the pricing data.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer’s stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available data carrying out investigations, analyses, and studies; and comparing alternative solutions) and address any modifications to or fully develop the scope of work proposed by the Employer. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements.

The technical approach and methodology portion of the approach paper, read in conjunction with the work plan, should form the basis of the scope of work incorporated in the contract with the successful tenderer. Accordingly, this portion of the approach paper should clearly articulate the project deliverables. It should however be concise and to the point and limited to a maximum of 10 pages.

The tenderer must attach his / her approach paper to **annexure C6**.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: Date:

Name: Position:

Tenderer…………………………………………………………………………

Evaluation Schedule: Experience of Key Staff

***Tenderers must note that the Experience of the key staff (assigned personnel) shall be used for evaluation and record purposes.***

**The following three different points of view will be considered:**

1) General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.

2) The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc which is directly linked to the scope of work.

3) The key staff members’ / experts’ knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

1. Personal particulars

* name
* date and place of birth
* place(s) of tertiary education and dates associated therewith
* professional awards

2. Certified Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations).

3. Name of current employer and position in enterprise.

4. Overview of post graduate / diploma experience (year, organization and position)

5. Outline of recent assignments / experience that has a bearing on the scope of work

**The scoring of the experience of key staff will be as follows:** ***NOT FOR POINTS, ONLY FOR THE RECORD***

|  |  |  |
| --- | --- | --- |
| **General qualifications**  (Greater weighting will be given to the team leader) | **Adequacy for the assignment**  (Greater weighting will be given to the team leader) | **Knowledge of issues pertinent to the project**  (Greater weighting will be given to the team leader) |
| Key staff have limited levels of general experience | Key staff have limited levels of project specific education, training and experience | Key staff have limited experience of issues pertinent to the project |
| Key staff have reasonable levels of general experience | Key staff have reasonable levels of project specific education, training and experience | Key staff have reasonable experience of issues pertinent to the project |
| Key staff have extensive levels of general experience | Key staff have extensive levels of project specific education, training and experience | Key staff have extensive experience of issues pertinent to the project |
| Key staff have outstanding levels of general experience | Key staff have outstanding levels of project specific education, training and experience | Key staff have outstanding experience of issues pertinent to the project |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: Name:

Date: Position:

Tenderer:

Record of Consultancy Services provided to Organs of State

Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include consultancy services provided in terms of a sub-consultancy agreement.

Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled “Title of the contract for the consultancy service” that it was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation.

**Part A: All consultancy services commenced or completed to an organ of state in the last five years**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| # | Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity | Title of contract for the consultancy service | Value of contract for service incl VAT  (Rand) | Date completed  (State current if not yet completed) |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |

**Part B: Similar consultancy services provided to an organ of state**

The following contracts recorded in Part A provided similar consultancy services to those required in terms of the scope of work to this tender:

#

#

#

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: Name:

Date: Position:

Tenderer:

Proposed amendments and qualifications

|  |  |  |  |
| --- | --- | --- | --- |
| The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.  The Tenderer’s attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer’s handling of material deviations and qualifications.  Tenderers must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper. | | | |
|  | **Page** | **Clause or Item** | **Proposal** |
|  |  |  |  |
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Signed: Name:

Date: Position:

Record of Addenda to tender documents

|  |  |  |
| --- | --- | --- |
| We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: | | |
|  | **Date** | **Title or Details** |
| **1.** |  |  |
| **2.** |  |  |
| **3.** |  |  |
| **4.** |  |  |
| **5.** |  |  |
| **6.** |  |  |
| **7.** |  |  |
| **8.** |  |  |
| **9.** |  |  |
| **10.** |  |  |

Attach additional pages if more space is required.

Signed: Name:

Date: Position:

Tenderer:

Part C1: Agreement and Contract Data

**Document number C1.1**

**Title Form of Offer and Acceptance**

|  |
| --- |
| **Offer**  By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.  **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**  ………………………………………..……………………………………………………… **Rand (in words);**  **R** ………………………………………………………………...…. **(in figures)** |
| This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the provider in the conditions of contract identified in the contract data.  **For the tenderer:**  Signature ………………………………………………………………………………………………………….  Name ………………………………………………………………………………………………………….  Capacity ………………………………………………………………………………………………………….  (Name and address of organization)  …………………………………………………………..…………………………………….……………….  …………………………………………………………..……………………………………………………..  …………………………………………………………..……………………………………………………..  Name and signature  of witness ……………………………………………. Date …………………………………….  CIDB registration number: …………………………………………………………………………………………….. |

|  |
| --- |
| **Acceptance**  By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer’s offer. In consideration thereof, the employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer’s offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.  The terms of the contract are contained in:  Part C1 Agreements an d contract data, (which includes this agreement)  Part C2 Pricing data  Part C3 Scope of work |
| Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.  The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.  Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now service provider) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties. |
| **For the employer:**  Signature ………………………………………………………………………………………………………….  Name ………………………………………………………………………………………………………….  Capacity ………………………………………………………………………………………………………….  (Name and address of organization)  …………………………………………………………………………………………………………..  …………………………………………………………………………………………………………..  …………………………………………………………………………………………………………..  Name and signature  of witness …………………………………………………………………… Date ……………………………. |
| **Schedule of Deviations**  1 Subject  ………………………………………………………………………………………………  Details  ………………………………………………………………………………………………  2 Subject  ………………………………………………………………………………………………  Details  ………………………………………………………………………………………………  3 Subject  ………………………………………………………………………………………………  Details  ………………………………………………………………………………………………  4 Subject  ………………………………………………………………………………………………  Details  ………………………………………………………………………………………………  By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.  It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement. |

Part C2: Pricing data

Document number C2.1

Title Pricing Instructions

1. The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work for the services as defined in the Standard Specifications or the Scope of Work.

Quantity: The number of units of work for each item of the services.

Rate: The payment per unit of work at which the Tenderer tenders to do the work for the services.

Amount: The product of the quantity and the rate tendered for an item.

Lump sum: An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the Scope of Work or elsewhere, but of which the quantity of work for the services is not measured in units.

Rate only: An amount per unit to be entered by the tenderer for execution of the specific work for the services. No quantity is provided for this item, which may or may not be used by the Employer to extend the work to be done under the contract.

1. The quantities set out in the Pricing Schedule are approximate quantities. The quantities of work accepted and certified for payment for the services, and **not** the quantities given in the Pricing Schedule, will be used to determine payments to the service provider.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work for the services will be valued at the rates or lump sums tendered, subject to the provisions of paragraphs 8 and 9 of this section.

3. The tendered rates are all-inclusive and covers the execution of the activities as listed, including all work related accommodation, payment of monthly stipend (R25 000.00 x 3) of each of the appointed graduates (28 months), travelling expenses, all mandatory taxes and levies (excluding VAT), all liaison, insurance against damage, compensation for loss as well as any other possible expenses which have not been specifically mentioned, but which may be related to the execution of the work for the services. Value added tax (VAT) shall be excluded from the rates and prices and provided for as the total VAT on the cost of the Services in the Pricing Schedule.

4. The tendered Lump Sum rates are exclusive of travelling and subsistence costs. These Lump Sum rates should include all work required to execute the activities, excluding all accommodation, travelling expenses, all mandatory taxes and levies. All liaison, attendance of all meetings, as well as any other possible expenses which have not been specifically mentioned, but which may be related to the execution of the work for the services. Value added tax (VAT) shall be excluded from the rates and prices and provided for as the total VAT on the cost of the Services in the Summary of Schedule of Quantities.

5. The Tenderer shall fill in a rate or a lump sum for each item where this is provided for. The Tenderer shall also fill in a rate against the items where the words “Rate only” appear in the amount column. Although no work is foreseen under these items, and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

If the Tenderer has tendered a rate but omitted the amount, or vice versa, the missing amount or rate will, if possible, be determined in conjunction with the Tenderer from the available data and the Tenderer must confirm his acceptance of these amounts and rates.

If the Tenderer groups a number of items together and tenders one lump sum for such group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or, should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during execution of the Contract.

6. The services executed are being measured for payment in accordance with the methods described in the Contract Documents under the various payment items, notwithstanding any custom to the contrary.

7. The short descriptions of the payment items in the Pricing Schedule are given to identify the items and to provide specific details. Reference shall inter alia be made to the Drawings, Standard Specifications, Scope of Work, Conditions of Contract and Special Conditions of Contract (if any) for more detailed information regarding the extent of the work entailed under each item.

8. Subject to the conditions stated in paragraph 9 below, the rates and lump sums filled in by the Tenderer in the Schedule of Quantities shall be final and binding with regard to submitting the Tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the Tender. Should there be discrepancies between the Tender Sum and the correctly extended and totalled Pricing Schedule, the rates will be deemed correct, and the Employer will have the right to make such adjustments to the Tender Sum as he deems necessary to reconcile the total of the Pricing Schedule with the Tender Sum.

In such an event the Tenderer will be consulted but, failing agreement between the parties, the decision of the Employer will be final and binding. Adjustment of the Tender Sum will take place only after acceptance of the Tender, but prior to the signing of the Contract. In their own interests Tenderers should make doubly sure of the correctness of their tendered rates, the extensions and the Tender Sum.

1. A Tender may be rejected if the unit rates or lump sums for some of the items in the Pricing Schedule are in the opinion of the Employer, unreasonable or out of proportion and if the Tenderer fails within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items to make such adjustments.
2. Payment for services will be as follows:
3. After submission of the proposed program for the work and approval of the cashflow which will include purchase of the relevant equipments,   
   Based on key deliverables achieved and reported to the satisfactory of the client and the Department of Transport,
4. Submission of a final design report and working drawings.
5. All payments will be made only if a Submission of the compliant Monthly reports,
6. During the project phases payment will be according to the pricing schedule submitted,
7. Project management cost will be claimed on a time and cost basis as per the pricing schedule.

**NOTES:**

1. Value Added Tax (VAT) is to be **excluded** in the tendered rates.
2. The Tenderer shall include in his rates for the following:
3. Attendance for all meetings with the Employer.
4. Establishment costs.
5. All per diem costs and accommodation costs of staff.
6. All other costs that may be incurred in completing all the work specified to the satisfaction of the Employer.

The rates and lump sums tendered are fixed for the duration of the Contract. Variations will however be made if there is a variation in the VAT rate.

Document number C2.1

Title: Pricing Schedules

All rates and sums of money quoted in the Pricing Schedule shall be in Rands and whole Cents. Fractions of a cent shall be discarded. Services Providers are requested to complete this section in conjunction with their Approach Paper

|  |  |  |  |
| --- | --- | --- | --- |
| **Project Phase** | **Scope** | **Unit** | **Expected value (R)** |
|  | **Methodology and Technical Approach** | Sum |  |
| Briefing session with ZF Mgcawu officials (meetings and presentations | Sum |  |
| Conduct a study of possible options as solutions to all 5 Municipalities  Site visit for Preliminary Assessment | Sum |  |
| **Acquire Resources (All assets will be handed and registered by the District Municipality)**  Computer software for electronic capturing of Visual Assessments,  Desktop Computers with Microsoft Office and ARC GIS 10 Software,  PPE (Personal Protective Equipment) such as reflective jackets 3 technicians,  Miscellaneous hand tools as required, | Sum |  |
|  |  |  |
| RRAMS Field Assessment for Dawid Kruiper LM | Sum |  |
| RRAMS Field Assessment for Kai ! Garib LM | Sum |  |
| RRAMS Field Assessment for !Kheis LM | Sum |  |
| RRAMS Field Assessment for Kgatelopele LM | Sum |  |
| RRAMS Field Assessment for Tsantsabane LM | Sum |  |
| Compilation of reports and all necessary updates | Sum |  |
| Compile preliminary design and drawings inclusive of technical report | Sum |  |
| Employment of the Graduates (3 people for 28 months) See Annexure A- 4.4. | R25000.00 per month x 3 for 28 months |  |
| **Year Two** |  |  |  |
| RRAMS Field Assessment for Dawid Kruiper LM | Sum |  |
| RRAMS Field Assessment for Kai !Garib LM | Sum |  |
| RRAMS Field Assessment for !Kheis LM | Sum |  |
| RRAMS Field Assessment for Kgatelopele LM | Sum |  |
| RRAMS Field Assessment for Tsantsabane LM | Sum |  |
| Compilation of reports and all necessary updates | Sum |  |
|  |  |  |
|  |  |  |
|  |  |  |  |
| **SUB TOTAL** | |  | **R** |
| **VALUE ADDED TAX (14%)** | |  | **R** |
| **TOTAL TENDER AMOUNT CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE** | |  | **R** |

**Rates for Disbursements**

|  |  |  |  |
| --- | --- | --- | --- |
| **REIMBURSABLE COSTS (TRAVEL, ACCOMMODATION AND INCIDENTALS)** | | | |
| **Item** | **Rate** | **Number** | **Total Cost** |
| Travel |  | Km |  |
| Car Hire (Group A) |  | Days |  |
| Flights (Economy) |  | Flights |  |
| Accommodation |  | Nights |  |
| Per Diem |  | Days |  |
| **TOTAL REIMBURSABLE COSTS (EXCLUDING VAT)** | | |  |

Part C3: Scope of Work

Document number C3

C3.1. Scope of Work

C3.2. Procurement

Title **Scope of Work**

C3.1.1. Background

The ZF Mgcawu District Municipality is awaiting proposals from consulting firms to implement the Rural Roads Assessment Management System which is a program driven by the department of Transport National.

All municipalities have a constitutional duty to provide basic services to their communities. Government’s Back to Basics Strategy emphasizes the following amongst others: building and maintenance of infrastructure, growing the economy, skills development and addressing of inequalities of the marginalised in the second economy.

The ZF Mgcawu District Municipality local municipalities have huge backlogs in terms of addressing the basic needs of its communities. The challenge is also due to the regional spatial disintegration which in some instances prohibits some of the disadvantaged communities to also enjoy the same opportunities and benefits as those closer to economic opportunities. In this regard, roads and transport play an important role in facilitating movement amongst these communities and the business centres.

The National Department of Transport (DoT), as part of the S’Hambe Sonke Programme, has allocated grant funding for the implementation of a road asset management systems (RAMS) as set out in the framework for the Rural Road Asset Management System grant (RRAMS) in the Division of Revenue Act (Act no 1 of 2015) (DoRA). The strategic goal of the RRAMS grant is to ensure efficient and effective investment in municipal streets through the development of a road asset management system (RAMS) and the collection of associated road and bridge inventory data, condition assessments and traffic information.

Improved data on municipal streets will guide infrastructure investment, improve accessibility to rural communities and also the mobility of these communities. RRAMS grant funding allocations have been gazetted in the DoRA to ZF Mgcawu District Municipality for the next three years.

**C3.1.2. Objective**

The objective with this appointment is to appoint a professional service provider to assist the District Municipality to implement and manage the RRAMS.

The DoRA clearly spells out that it is the responsibility of district municipalities to:

* Make provision to maintain the RRAMS after the lifespan of the grant;
* Update data for all rural roads;
* Employ suitable unemployed engineering graduates to be trained and skilled in the operation of the RRAMS, road infrastructure planning and maintenance;
* Ensure human resource capacity at municipalities for the operation of RRAMS;
* Ensure that the RRAMS is used for planning Municipal Infrastructure Grant investments as well as roads maintenance funded from any sources; and
* Submit updated road condition data (paved and unpaved), traffic data and bridge condition assessments as required by the Act.

**Extent of works:**

The implementation and management of the RRAMS for at least 28 months will consist of:

The appointed service provider will be expected to perform the following but not limited to:

* Developing communication and stakeholder management plans;
* Data collection on roads infrastructure in terms of lengths, types and condition;
* Traffic data collection
* Capacity building of ZFMDM engineering technicians.
* Employment of the existing engineering technicians for the duration of the project.
* Monthly progress reports on the development of the technicians must be submitted
* Putting in place a RRAMS at ZFMDM in accordance with the provisions of the DoT
* Arranging monthly meetings with stakeholders within the ZF Mgcawu district
* Monthly and Quarterly reports to the funding department in the required format
* Compilation of annual reports and any other reports required by NDoT in terms of the DoRA framework
* Compliance to any other matters related to the DoRA framework in relation to the RRAMS allocation.
* Bridge and Major Culvert Network Inventory Collection.
* Trainings: Assessment trainings according to TMH9, GIS training according to TMH18, Flexible pavement types training. Bridge and Culverts assessment training, Data Analysis training according to TMH22 and TRH22.
* Development and installation of RRAMS data storage system
* Development of Road Asset Management Plan (RAMP), Asset Register, GRMS, PMS
* The service provider should assist the ZF Mgcawu District Municipality to compile the Integration Transport Plan(ITP).
* The district will prefer mobi-cap application for visual assessment data collection. A RISFSA road centreline set has been issued by the Provincial at the onset of the project, this data set will be updated through work carried out in the field.
* Conduct Project Steering Committee meetings, to report on the work progress and its quality.
* the consultants who previously participated in ZFMDM RRAMS not being allowed to tender again, if allowed, previous job performance reports will be inspected and reviewed in order to evaluate them.
* To employ a data storage system from ESRI (which is far less expensive than one provided by consultants) or The consultant should leave the Data storage system, that is compatible with the NDoT at the end of the project and the must do the project hand over
* The project is to be implemented for two years and four months.
* Should the consultant fail to meet the requirements outlined in the Tender and DORA, the ZFMDM will completely reserve the right to terminate the contract.

**C3.1.3. Project deliverables**

The main project deliverables will include:

* An inception report;
* Status quo report (includes desktop study on road inventory data);
* Reports on fieldwork exercise (Road visual condition assessments, bridge condition assessments, Traffic data, etc.);
* RRAMS acquisition and maintenance;
* Training of at least 3 unemployed engineering graduates and ZFM-DM technical officials;
* Accredited training of at least 3 unemployed engineering graduates and capacity building of ZFM-DM technical officials;
* Minutes of meetings; and
* Monthly and annual reports (to ZFM-DM and DoT).
* Compilation of a ZF Mgcawu District Municipality Road Assessment Report 2022 to 2025.

### Project Management

The implementation of this project relies on the co-operation and consultation with several role players. It will therefore be expected from the service provider to convene project committee meetings.

### Period of contract

1. The contract will be valid from the date of appointment until 28 months where the consultant is expected to be complete with all the assessments in the District.
2. The contract will be assessed on yearly basis to evaluate if service provider has achieved planned objectives.
3. Poor deliver may lead to termination of the contract.
4. The district will hold a monthly project steering committee meeting with the successful bidder to monitor the monthly progress and quality assurance.
5. **BREACH OF AGREEMENT**

If a Member breaches any material provision of the Agreement, or delays or fails to fulfil its obligations in whole, or in part, and does not remedy the situation within fourteen calendar days of receipt of notice from the Management Committee, or another Member, to do so, the other Members shall have the right, without prejudice to any other rights arising from the default, to summarily terminate the Agreement and re-assign the defaulting Member’s rights and obligations in the Joint Venture as they see fit and withhold any moneys due to the defaulting member by the Joint Venture.

Each Member shall indemnify the other Members against all losses, costs and claims which may arise against them in the event of the Agreement being terminated as a result of breach of the Agreement by the said Member.

1. **INSOLVENCY OF MEMBER**

Should a Member be placed in liquidation, or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other Members shall be entitled to proceed in terms of Clause 6, as if the Member had breached the Agreement.

1. **DISPUTES**
2. **Settlement**

The Members shall negotiate in good faith and make every effort to settle any dispute, or claim, that may arise out of, or relate to, the Agreement.

If agreement cannot be reached, an aggrieved Member shall, if he intends to proceed further in terms of Clause 8.2 hereof, advise all other Members in writing that negotiations have failed and that he intends to refer the matter to mediation in terms of Clause 8.2.

1. **Mediation**

Not earlier than ten working days after having advised the other Members, in terms of Clause 8.1, that negotiations in regard to a dispute have failed, an aggrieved Member may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Members, or, failing such agreement, by the person named for this purpose in Schedule ‘A’. The costs of the mediation shall be borne equally by all Members.

The mediator shall convene a hearing of the Members and may hold separate discussions with any Member and shall assist the Members in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Members shall record such agreement in writing and thereafter they shall be bound by such agreement.

The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Members.

1. **Arbitration**

Where a dispute or claim is not resolved by mediation, it shall be referred to arbitration by a single arbitrator to be selected by agreement between the Members or, failing agreement, to be nominated by the person named for this purpose in Schedule ‘A’.

The Member requiring referral to arbitration shall notify the other Members, in writing, thereof, not later than thirty calendar days after the mediator has expressed his opinion, failing which the mediator’s opinion shall be deemed to have been accepted by all Members and shall be put into effect.

Arbitration shall be conducted in accordance with the provisions of the Arbitration Act No. 42 of 1965, as amended, and in accordance with such procedure as may be agreed by the Members or, failing such agreement, in accordance with the rules for the Conduct of Arbitrations published by the Association of Arbitrators and current at the date that the arbitrator is appointed.

The decisions of the arbitrator shall be final and binding on the Members, shall be carried into immediate effect and, if necessary, be made an order of any court of competent jurisdiction.

1. **DOMICILIUM**

The Members choose *domicilium citandi et executandi* for all purposes of and in connection with the Agreement as stated in Schedule ‘A’. A Member shall be entitled to change his *domicilium* from time to time, but such change shall be effective only on receipt of written notice of the change by all other Members

Thus done and signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.

For and on behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

by (name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who warrants his authority to do so.

As witnesses

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

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

Thus done and signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.

For and on behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

by (name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who warrants his authority to do so.

As witnesses

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

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

Part C4: Site/District Information

See business plan extract attached as annexure A

Part C5: Other Information

**PRE-QUALIFICATION ASSESSMENT**

**Functionality**

The bidder must be able to demonstrate that s/he understands the project and the various tasks required. Innovative solutions will be viewed favourably. As a minimum, the methodology must describe how the bidder intends carrying out the works. Bidder’s submissions will be evaluated based on compliance with the following criteria to determine their responsiveness to the bid requirements.

*Bids will be evaluated on the 80/20 preference point system as outlined in the PPR of 2023.*

*The proposals will be evaluated in three phases:* ***Points will be awarded in the following criteria: 80 for price, 10 for BBBEE and 10 for functionality***

Bidders must score a minimum of 75 percentage points out of 100 percentage points of functionality to qualify for further adjudication.

|  |  |
| --- | --- |
| **Description / Criteria** | **Maximum Points Allowed** |
| Capability statement of the company with regard to RAMS in general, and the specifications of this bid in particular. The bidder will also be required to provide actual evidence of previous RAMS work undertaken. | 20 |
| Proposed project team, qualification and experience of each team member with particular reference to the specifications of this bid. This should include the  Curriculum Vitae of all project team members, highlighting relevant experience | 20 |
| Bidders detailed description of the project, indicating the work to be done, how it will be executed and managed. | 10 |
| Bidder’s detailed works program, per year | 10 |
| Bidder’s Quality Management Plan for the services to be rendered. The bidder shall describe his quality management plan to ensure successful execution of the project, supporting the Department of Transport, District, and Local Municipalities with the required data and operation of the systems in a transparent and well documented way. Highlight all work activities and inputs that may pose a threat or risk to the successful execution of the project.  Demonstrate evidence of initiated ISO 9001 QMS development  ISO 9001 Registration | 10  5  5 |
| Company Experience: Project descriptions of similar completed projects, highlighting similarities between the completed projects and the specifications of this project. Highlight experience with similar project. Highlight experience with similar projects in South Africa for similar roads authorities in the past five years. Provide contact details of employers for these projects. 10 points will be awarded for each project, completed or in progress to a maximum of 20 points. If no projects have been completed or in progress, the bid will be considered non-responsive | 20 |

It is essential that the Consultant provide suitably qualified personnel to carry out the project. Six key functions have been identified and the bid will be evaluated on the qualification and experience of the personnel who will carry out these functions. The functions are:

|  |  |  |  |
| --- | --- | --- | --- |
| Position | Qualifications/ Registration | Years of Experience | Maximum Points |
| Project Director | B-Degree/Pr Eng or Pr Techni | 7-12 Years | 5 |
| 4 - 6 Years | 3 |
| Project Manager | B-Degree/Project Management (NQFL7) | 5-10 years | 5 |
| 2-4 years | 2 |
| Pavement Management System/Gravel Road Management System Engineer | B-Degree /B-Tech | 6 -10 years | 3 |
| 2- 5 | 1 |
| GIS Engineer/ Technician/GIS Programmer | NDip Civil, NDip Geographic Information System | 2 - 5 years | 3 |
| 1 year | 1 |
| Traffic Information System Engineer | B Degree/B Tech | 2 -5 years | 2 |
| 1 year | 1 |
| Bridge Management System Engineer | B Degree/PrEng/PrTech | 2 -5 years | 2 |
| 1 year | 1 |

Where indicated, the above personnel MUST be registered with the appropriate professional body i.e Professional Engineer or Professional Engineering Technologists or Professional Engineering Technician with the Engineering Council of South Africa (ECSA), South African Council for the Project and Construction Management Professions (SACPCMP) etc.

Experience in RAMS, PMS, GRMS, TIS, BMS, visual assessments and other data acquisition for any of these systems must be demonstrated. Just as important will be proof of experience in pavement, gravel roads and bridge asset management per se, including full life cycle analysis of these assets at network level and preparation of multi – year preventative maintenance and rehabilitation plans.

In addition, all of the above personnel must have the requisite minimum years of experience in their respective fields otherwise points will not be awarded.

***If the Consultant cannot demonstrate the necessary level of experience and professional registration in his key staff, then the bid will be deemed non-responsive and will be rejected***

General

Form for claiming of Preference points.

**APPENDICES**

* Business plan for Rural Roads Asset Management System Grant – Annexure A
* Forms for claiming of preference points (MBD Forms) – Annexure B
* Returnable documents – Tax Clearance Annexure C (Including C1 to C8)

|  |
| --- |
| **ANNEXURE A: Business Plan RRAMS** |

**1. INTRODUCTION**

**1.1 Background**

The National Department of Transport (DoT), as part of the S’Hambe Sonke Programme, has provided grant funding for the implementation of Road Asset Management Systems (RAMS) as set out in the framework for the Rural Road Asset Management System Grant (RRAMS), Division of Revenue Act (DORA). The strategic goal of the RRAM Grant is to ensure efficient and effective investment in rural roads through the development of Road Asset Management Systems (RAMS)

and the collection of associated road and bridge inventory data, condition assessments and traffic information. Improved data on rural roads will guide infrastructure investment, improve accessibility to and mobility of rural communities.

RRAMS grant funding has been allocated to forty-four (44) district municipalities.

**1.2 Purpose**

The Division of Revenue Act (DORA) requires District Municipalities to clearly spell out the manner in which grant funding will be spent for each year of grant funding. The ZF Mgcawu District Municipality has been allocated the following budgets over the 21 months of the RRAM Grant:

|  |  |  |  |
| --- | --- | --- | --- |
| **2021/22** | **2022/23** | **2023/24** | **2024/25** |
| **R 2 930 000** | **R 3 067 000** | **R3 079 000** | **R 3 191 000** |

The purpose of this Business Plan is to provide an overview of the project over its full life span and to provide details on activities and expenditure for the grant up to 2024/25

**1.3 ZF Mgcawu District Municipality**

ZF Mgcawu District Municipality is located in Northern Cape Province. Collectively the District is comprised of five local Municipalities, each of which has its own unique attributes that makes the District a preferred destination in which to live, to visit, to be educated and to do business in.

The District Municipality is responsible for planning Regional Development and to promote development in Rural Settlements and in Semi-Urban areas. Prioritization of Rural communities is very critical as this can allow that the people in the rural areas to remain in their areas for work opportunities and better services. Most of the district municipal areas are still poorly developed and the demand of service delivery is significantly very high. The plans for development of settlements under local municipalities are greatly challenged by the vast distance between all towns. Improvement of systems for planning will assist the Infrastructure planning and funding units to have more information to influence budget allocations.

The district municipality has managed to achieve clean audit in the past 7 years and the current systems are used to support the local municipalities on improvement of their audit opinions. The issue roads infrastructure and maintenance programs for the roads was outlined by the Auditor General that Municipalities have failed to fulfil their role on roads in the Municipalities. This impacted the audit outcome for the municipalities. The RRAMS grant will assist that in the next 3 years all systems be put in place for roads. The District will use it available resource to support the implementation of the programme for it will bear proper result on service delivery to the communities.

The most critical path with our roads is that the economic activities of the communities depend on accessibility of the communities and the basic services available. The District need to consolidate all available resources and channel the development to the right people where there are greater needs for services. Provision of sufficient resources will definitely address the needs in different communities.

The Rural Roads Asset Management System Grant currently aims to assist District Municipalities to collect roads data from the respective local Municipalities infrastructure and assist to develop proper planning systems for the development of Municipal roads in rural areas. The information collected will be used in various development programs such as MIG.

**Location**

The District is positioned along the Orange river on the centre and North-West side of the Northern Cape. The District also has International boarders from which two countries in SADC region have access to, that is Botswana and Namibia. This influences the economic activities and movement of people within the district boundaries, as many of the people residing in the region have relatives in the two neighbouring countries.



**Access**

The District Municipality can be accessed through the following national roads, N14 from the Johannesburg, Vryburg, Kuruman and also the western part (Springbok to Western Cape Province with N7). The N10 from the central region of the province and N8 from Kimberley, Bloemfontein joins N10 that runs in the main towns till Nakop the boarder gate to Namibia.

|  |  |  |  |
| --- | --- | --- | --- |
| **Municipality** | **Distance between Municipality and Upington** | **Road Conditions** | **Remarks** |
| **Dawid Kruiper - Mier Area** | 270km | Most roads are still unpaved roads within the small 10 towns. The access to the various settlements are mostly gravel roads and only 5 towns have internal streets that are paved beside Rietfontein as the main town. | Most of the internal streets in the towns were upgraded from unpaved to block paved in the second cycle of visual assessment. |
| **Kai !Garib LM** | 130km | The roads in towns and residential areas are dilapidated and others are gravel roads and require rehabilitation and refurbishment | As per road condition assessment data from previous cycles the roads are in bad condition. |
| **Dawid Kruiper – Upington Area LM** | ±50km Radius | Most of roads in the areas surround Upington are paved and accessible but the towns that are not directly linked to Upington as the main town are not having paved roads | Most of the roads in the CBD were resealed but in the township the need rehabilitation. |
| **!Kheis LM** | 150km | Most of the roads were upgraded from unpaved to block paved. | A Few road projects have been carried out in Boegoeberg, Access to Wegdraai |
| **Tsantsabane LM** | 280km | The town is heavily populated of mining activities as there are activities on 3 sides of the town which has large  volumes of abnormal transport. | Most roads are in very bad condition especially in CBD area. Rehabilitation is needed |
| **Kgatelopele LM** | 320km | The roads in the town are very bad due to non-resealing on time, Rehabilitation is needed. | Development of paved roads within Kuilsville and Thlakalatlou. |

|  |  |  |
| --- | --- | --- |
| **CLASS** | **STRATEGIC FUNCTION** | Length(km) |
| 1 Primary Distributor | High mobility, limited access, national importance. |  |
| 2 Regional Distributor | Relatively high mobility, lower levels of access, regional  importance. |  |
| 3 District Distributor | Moderate mobility, higher levels of access, local importance | 7.89 |
| 4 District Collector | Low mobility, high levels of access, medium local  importance. | 77.935 |
| 5 Access Roads | Very low mobility, high level of access, low local importance. | 1095.809 |
| 6 NMT and tracks | Very low mobility, high level of access, low local importance. |  |

This business plan provides detailed actions to determine the characteristics of all roads which are classified as motorised, that is, from Class 1 to 5. This will entail physical inspections of these roads, their bridges and the quantification of their volumes of traffic.

It is anticipated that the classification of certain roads may change during this investigation. These changes will be captured and verified through the province’s RISFSA classification system.

**2. DORA GRANT REQUIREMENTS**

The DORA sets a number of conditions for the RRAMS Grant, all of which need to considered when developing the Implementation Strategy/Business Plan:

**2.1. Human Capacity & Sustainability**

The intention of the grant is to assist District Municipalities to develop in-house skills and human resource capacity and to create employment for unemployed graduates. At the end of the three-year period, District Municipalities (along with their Local Municipalities) should be able to fulfil their role as a transport planning authority and to use the RAMS as a planning tool for prioritising transport infrastructure expenditure. DORA clearly spells out that it is the responsibility of the District Municipality to:

* Make provision to maintain the RAMS after the lifespan of the grant;
* Employ suitable unemployed graduates (with a National Diploma in Civil Engineering) to be
* trained and skilled in the operation of the RAMS, road infrastructure planning and maintenance;
* Ensure human resource capacity at municipalities for the operation of RAMS; and
* Ensure that the RAMS is used for planning Municipal Infrastructure Grant (MIG) investments.

**2.2. Data Collection**

It is a DORA requirement that all data collection for the first round of RRAMS is completed **within two years**. Condition data is to be submitted to the DOT by the end of May each financial year, in a format compatible with Technical Methods for Highways 18 (TMH 18).

Data collection requirements are as follows:

* Roads (RISFSA Class 1,2 and 3)
  + Visual condition data (in accordance with TMH9 and TMH12) not older than two (2) years
* Roads (RISFSA Class 4 and 5)
  + Visual condition data (in accordance with TMH9 and TMH12) not older than three (3) years
* Bridges
  + Condition assessment data not older than five (5) years.
* Traffic
  + RISFSA Class 1,2 and 3 roads - traffic link volumes not older than three (3) years
  + RISFSA Class 4 and 5 roads - traffic link volumes not older than five (5) years

**2.3. Reporting**

* ZF Mgcawu District Municipalities are to submit a Business Plan before the end of April of each year, indicating the proposed activities and expenditure for the following financial year, commencing each July.
* Release of grant funding to the District Municipality will be subject to the approval of the Business Plan.
* Monthly expenditure reports are to be submitted to NDoT before **the 7th of** **each month**. Quarterly progress reports are to be submitted to NDoT before the end of October, January, April, July of each year.

**3. “WHOLE-LIFE” STRATEGY**

**3.1. MTEF**

This business plan focuses on the period July 2021 to June 2022. It forms part of the Medium Term Economic Framework (MTEF) for the DORA grant.

**3.2 Scope of Work**

In addition to the Road Infrastructure Strategic Framework for South Africa (RISFSA) requirements,

**THERE ARE ADDITIONAL REQUIREMENTS PRESCRIBED BY THE**

**FOLLOWING AUTHORITIES:**

* **DEPARTMENT OF TRANSPORT** (National): Methodology and **RRAMS SYSTEMS**

**SPECIFICATIONS**

* **NATIONAL TREASURY**: Requirements as defined in the **DIVISION OF REVENUE ACT. *It should be noted that ALL municipal roads, urban and rural as well as surfaced and unsurfaced are considered in its “Scope of Work”*** as it is a requirement from the Division of Revenue Bill (DoRB) as published in the Government Gazette No. 36180 of 26 February 2015.

**3.3 Terms of reference: The primary purpose of the project;**

* To assist the District Municipality to set up a rural roads asset management system and collect road and traffic data for the road network under its jurisdiction in line with the Road Infrastructure Strategic Framework for South Africa (RISFSA). The current extent of road network may increase as new roads are captured and the road network is further refined.
* **Outcome Statement;**

Improve data on rural (all municipal) roads to guide infrastructure investment.

Reduce vehicle operating costs and extend the lifespan of rural (all municipal) roads.

 **Outputs;**

* Collection of selected road inventory data including condition assessment and traffic data.
* Setting up pavement and bridge management systems compatible with National Standards.
* Capacity building and training of S4 Civil Engineering Technician Graduates. (Refer to training)

 **Condition of Grant;**

* Data must be collected and presented in the format prescribed by RISFSA.
* Data collection should use labour intensive methods that comply with the Expanded

Public Works Programme (EPWP) guidelines.

* All data collected must be made available to the National Department of Transport (DoT),
* South African National Roads Agency Limited (SANRAL) and the relevant provincial authorities.
* Systems developed to record data must be compatible with the Department of transport specifications.

**3.4 Methodology and Technical Approach**

The project will be implemented over the remaining period of (28 months) with a phased approach that includes the following:

**Update Road Asset Data**

* Ortho-photos and available road network data to be utilised to identify and record the alignment of all roads within the District.
* S4 Civil Engineering Technician Graduates to do further cleaning and updating of the

network, especially in respect of roads constructed subsequent to the dates of the ortho-photos.

* Available GIS data and planning data to be used to classify each road according to the RISFSA functional classification system.
* Configuring of data in order to be compliant to the requirements of the electronic visual assessment capturing system.
* Attributes tables of the road network to be updated with data available from relevant

municipal and provincial GIS systems.

* Bridge structure attributes and condition assessment results to be captured into GIS.

**Acquire Resources**

* Computer hardware for electronic capturing of Visual Assessments,
* Computer software for electronic capturing of Visual Assessments,
* Desktop Computers with Microsoft Office and ARC GIS 10 Software,
* Buy suitable vehicles – 1 LDV per team,
* PPE (Personal Protective Equipment) such as reflective jackets
* Miscellaneous hand tools as required

**Training of S4 Civil Engineering Technician Graduates**

*The S4 Civil Engineering Technician Graduates are comprehensively trained in the following areas in order to ensure compliance for the successful completion of their practical training and to further enable them to register with ECSA as a Professional Civil Engineering Technician:*

* Road inventory data collection,
* Road condition visual assessments,
* Quality assurance and control,
* Analysis of visual condition data,
* Selection, adaption and training related to network decision support systems,
* GIS in a RAMS application,
* Tools to develop strategic and annual maintenance plans, and
* Management of RAMS.

**Visual Condition Assessments Fieldwork**

* Suitably qualified previously unemployed S4 Civil Engineering Technician Graduates employed has been comprehensively trained to execute the physical "on road" visual condition survey in accordance with the new TMH9, TMH12 and M3-1 prescribed criteria by travelling across every road segment and capturing the assessments electronically on Tablets.
* The captured data downloaded daily and sent for processing.

**Road Inventory Data Fieldwork**

* A road log of selected furniture will be prepared once, during 2022 by the S4 Civil Engineering Technician Graduates, to record certain selected road-related assets.

**Condition Data Checking and Capturing**

* Screen the captured and downloaded data for quality and once verified be upload to TPA Consulting and Provincial.

**Capturing of Traffic Data**

* Once the visual assessments have been completed the S4 civil engineering technician graduates will continue with the conducting of traffic counts at certain nodes in accordance with the prescribed criteria.

**Bridge Visual Condition Survey**

* All bridge structures will be listed on a database/register and the physical properties of each structure will be captured and logged into the specific GIS layer by the S4 civil engineering technician graduates after which a suitably qualified structural engineer will conduct the prescribed condition inspection/survey on each structure. These results will also be logged into the GIS attribute table by the graduates.
* Any bridge or culvert structure which poses a risk due to its structural condition will

Immediately be reported to the relevant authority for action.

**RAMS Acquisition, Installation and Training**

* The acquisition of membership on the provincial wide Road Asset Management System that will be hosted by the Provincial of Transport.
* Identify and train the S4 Civil Engineering Technician Graduates and other RAMS

champions.

* Load all data, including the Road Asset Register, into the various RAMS subsystems.

**RAMS Analysis, performance standards, program & budget**

* Once all the date has been captured and processed into the Road Asset Management System the following deliverables will be extracted from the system:

1. Performance standards for bridge structures according to the class of road it serves.
2. Performance standards for roads per class.
3. Repair and maintenance programs.
4. Capital investment plan (constructing of new assets).
5. Multi-year financial budget estimates.

**Project Management and Reporting**

* The daily management and coordination of the project.
* Liaising with District Municipality as well as the Provincial Transport.
* Compilation and timely submission of Monthly and Progress Reports in the formats as prescribed by the District Municipality, DOT and DORA.
* Financial Management of the Project.

**3.5 2022 – 2023 Project Programme**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No** | **Description** | **Quarter1** | **Quarter 2** | **Quarter 3** | **Quarter 4** |
| 1 | Complete business plan | 0% | 0% | 0% |  |
| 2 | Appointment of Graduate | 67% | 67% | 67% |  |
| 3 | Appointment of Service Provider for the District | 0% | 0% | 0% |  |
| 4 | Road Inventory Data Fieldwork | 0% | 0% | 0% |  |
| 5 | Traffic Data per Local Municipality | 0% | 0% | 0% |  |
| 6 | Bridge Condition Surveys |  |  |  |  |
| 7 | Road Visual Condition Assessments Fieldwork | 0% | 0% | 0 |  |
| 8 | RRAMS Acquisition and training | 0% | 0% | 0% |  |
| 9 | RAMS Analysis, Performance Standards, Programme & Budget  Equipment | 0% | 0% | 0% |  |
|  |  |  |  |  |  |

**3.6 Human Capacity & Sustainability**

Two graduates have been employed and will work in the program and with one short that still has to be recruited.

The graduates are to be employed continuously for the programme period, as part of the RAMS Academy. Graduates will be mentored under Registered Professional Engineers, working under a Commitment of Undertaking to ECSA to ensure that their experience during the three-year period counts towards their professional registration (*PrTechni*). Mentoring will be supported by attendance of accredited training courses to ensure that their Continued Professional Development (CPD) points are achieved.

The overall objective of the training programme will not only be focused on RAMS data collection, but will extend towards the development of well-rounded technical staff that are well-versed in GIS, can analyse and interpret RAMS data, can prioritise projects, can undertake effective maintenance planning and design, can draw up maintenance and construction tender documentation, prepare reports and monitor construction.

**3.7 Data Collection Cycle**

The district will prefer mobi-cap application for visual assessment data collection. A RISFSA road centreline set has been issued by the Provincial at the onset of the project, this data set will be updated through work carried out in the field.

Visual condition assessments will be undertaken on **surfaced roads** every 2 years in order to build up a deterioration pattern.

Visual condition assessments will be undertaken on all **gravel roads** (municipal and access roads) **every three years**.

A **bridge inventory** will be prepared **once**. Should extensive and obvious defects be noted, these will be investigated in greater detail by the Service Provider and tenders called for remedial measures, if the severity warrants this.

A **road log** of selected road side features will be prepared **once**, during the project.

**Maintenance plans, priorities, budgets and funding applications** will be prepared **annually** after each round of visual assessments.

The length of Class 1, 2 and 3 municipal roads are minimal, hence **no allowance** is currently made in the programme for **instrumental pavement data** collection.

With regards to traffic volumes, it should be noted that the Provincial does not have complete dataset of traffic volumes on all classes of roads. Most of the municipal roads carry low volumes of traffic. At this point, it is therefore anticipated that **traffic counts** on a select few municipal roads will be carried out.

**4. IMPLEMENTATION PLAN**

**4.1 Focus for 2022-2023**

During year the 2022 – 2023 of implementation the focus will be on the following activities:

* Business Plans, documentation and reporting
* Training and capacity building of Graduates
* Road Visual Condition Assessments Fieldwork
* Road Inventory Data Fieldwork
* Traffic Data field work
* Bridge Condition Surveys
* Prioritization, Funding and Reporting Applications
* Project Management

**4.2 Appointment of a Service Provider**

The District is in the process to procure the necessary service provider to render services for the RRAMS program for the District Municipality for 28 months’ duration of the RRAMS Grant.

**4.3 The division of Roles and Responsibilities will be as follows:**

|  |  |
| --- | --- |
| **Assignment of responsibilities, functions and tasks** | |
| **Role player** | **Responsibilities** |
| Municipal Authority | spending of grant funds in accordance with the stipulations of the Division of Revenue Act (DORA)  ▪ overall responsibility for RAMS Project during all its phases  ▪ initiate project business plan  ▪ appoint service providers  ▪ control budgeting, accounting and internal auditing processes  ▪ operate and maintain information management systems  ▪ conclude Learnership agreement  ▪ relevant authorities to fund and implement projects emanating from the RAMS |
| Provincial Authority | ▪ coordinate project |

|  |  |
| --- | --- |
|  |  |
| **Role player** | Responsibilities |
| Provincial Authority | ▪ provide/host a centralised provincial Road Asset Management System  ▪ interact with all role players and stakeholders  ▪ coordinate graduate training and mentorship (Graduate Academy)  ▪ interact with national authorities  ▪ monitor planning and implementation processes  ▪ explore innovative ideas |
| Service Provider/  Project Manager | ▪ implement and manage project  ▪ formulate and manage communication plan  ▪ interact with municipal authority as well as role players and stakeholders  ▪ train and mentor graduates  ▪ co-ordinate all reporting to municipal authority  ▪ monitor progress and submit reports and cash flows |
| Graduates | ▪ commit to Learnership and mentorship programme  ▪ responsible for all equipment assigned to them during the project period  ▪ carry out field assessments, desktop studies and project specific reports  ▪ perform GIS work pertaining to the RAMS |

**4.4 S4 Civil Engineering Technician Graduates**

The graduates will be employed at a minimum monthly stipend of R25 000.00 per month.

**(Please take note that list will completed as soon as graduates are appointed)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name** | **Surname** | **Identity Number** | **Institution** | **Student No.** |
| **1.** |  |  |  |  |
| **2.** |  |  |  |  |
| **3.** |  |  |  |  |

**Appointment of Student Criteria**

|  |  |  |
| --- | --- | --- |
|  | **Target achieved (Yes/No)** | **Comments if no** |
| location = preferable northern cape |  |  |
| language = afrikaans, english, tswana/ xhosa |  |  |

**4.5 Hardware and Software**

* The [Province] DOT uses **dTIMS** as its Pavement Management System (surfaced and gravel roads) and the **CSIR’s Struman** programme as its Bridge Management System.
* An arrangement with the [Province] DOT as what system will be deployed in the District Municipality has not been finalised.
* In the first years of operation, however, the data required by the DOT can easily be supplied in the format of an **MS Excel** spreadsheet, or **MS Access** database, with the pre-determined algorithms calculating the VGI and VCI’s required by the DOT.
* The related geospatial data will be supported by a road centreline set in **QGIS**. During the three-year period of the DORA Grant, two Q-GIS installations must be acquired with the appropriate hardware so that the graduates can be become competent in managing this dataset.
* One 10-inch tablet with Windows operating system per 2 graduates has been purchased.
* The Mobi-Cap software has been installed for condition and inventory data collection.

**4.6 Development of a Road Centreline Set**

The current Provincial RISFSA dataset has not been properly segmented, defined and named.

Any changes to this dataset will be managed by the Provincial.

Under the guidance of the service provider the graduates will be responsible for producing an accurate road centreline set. The majority of the input will be from fieldwork. Part of this process is also a desktop exercise to name the roads (where names and route numbers are available).

**4.7 Visual Condition Assessments (Roads)**

Visual condition assessments will be undertaken in accordance with TMH9 and TMH12.

During this fieldwork the unknown roads will be identify, logged first and later do the assessment of this unknown or new roads, and also verify the road names (where street name boards are present) and verify the status of the road (i.e. track, access road, right-of-way, access controlled, etc.) with a view to refining the road centreline set and RISFSA/RCAM classification. They will also identify class 6 roads which provide access to dwellings in rural areas as a large number of these roads have the following status:

* Numerous of these roads that have been constructed for vehicular accesses have become inaccessible due to lack of maintenance.
* Roads which could be traversed by vehicles have been cut off either by the loss of access over stream crossings or by severe local erosion.

10% of data verification will be done by appointing an external assessor.

**4.8 Data Processing, Consolidation and Refinement**

Following the fieldwork stage, the condition data will be validated and consolidated and the

necessary refinement and corrections to the road centreline set will be done.

**4.9 Project Prioritisation**

Initially all network and scenario analyses will be undertaken using Microsoft Excel or Microsoft Access. Standard Visual Condition Indices (VCIs) and Visual Gravel Indices (VGIs) will be calculated using standard algorithms. The results of the analysis will be exported into shape file format so that it can be drawn into the local and district municipalities GIS systems for viewing and further processing.

As a further step, it is anticipated that the following data be uploaded onto the GIS systems to assist the local and district municipalities with future planning:

* Clinics and hospitals,
* Police stations,
* Schools,
* Cultural and historic sites and places of interest,
* Agricultural and development nodes, and
* Public transport routes and facilities

This information is readily available from the various service departments and are onsidered essential in assisting local and district municipalities with road maintenance and planning.

**4.10 Bridge Inventory and Road Logs**

The preparation of a detailed road and bridge inventory will commence during project. The inventory will include logging the position and condition of all road signs, stormwater drainage (such as pipe culverts, headwalls, etc.), bridges and major culverts, guardrails.

**5. HUMAN CAPACITY PLAN**

Human resource development during the 2022 year of the programme will focus on further training and development of the Graduates.

**5.1 Graduate Training**

QGIS

* QGIS

Visual Condition Assessment Training and Calibration

* Visual condition assessment training

All assessors will be continuously monitored as part of the quality control measures.

**5.2 Graduate Training Scheduled for 28 months**

The following training is scheduled:

Practical Training towards National Diploma’s

* Students that have not obtained their Civil Engineering Diploma’s are using the current employment period as their practical year – this experience will be signed off by their Mentor at the end of the year.

ECSA Registration

* Students that have already obtained their Diploma’s have been registered with ECSA as Technician’s-in-Training. Their log books will be signed off by their Mentor after each phase of the project (e.g. after GIS centreline set development stage, then after the visual assessments have been completed, etc.).

Driver Training

* Driver training will only be provided to graduates who possess a learner’s licence. This will be followed by an advanced driver training course aimed specifically at travelling on gravel roads, and will be undertaken in the vehicles that will be used for the visual condition surveys.

Road Construction and Maintenance

* Various visits to construction sites, asphalt plants and stone crushing plants will be arranged.
* These excursions will provide on-site training in the many aspects relating to road construction and maintenance.

Accredited Training Courses

Graduates and responsible people will attend the following training courses:

* Level 1 First Aid (2 days)
* Occupational Health and Safety (2 days)
* Introduction to Road Building Materials (3 days)
* Practical Road Pavement Engineering (3 days)
* Design, construction and maintenance of gravel roads (2 days)
* Design, construction and maintenance of low volume roads (3 days)
* Bridge and culvert inspection course (2 days)

**6. DATA MANAGEMENT PLAN**

**6.1 A data management plan has been developed and will deal with the following issues:**

* Inventory and condition data fields;
* Data structure;
* Data storage and backup;
* Procedures and responsibilities;
* Work plans for graduates;
* Checklists;
* Collation and aggregation of data for submission to DOT;
* Use of data for planning and maintenance; and
* Updating of external datasets
* Secure filing and storage of all hard copy data

**6.2** The appointed service provider should hand over the data storage system to the district at the end of the contract

and the district will continue to implement the RRAMS program in-house.

**7. EXPENDITURE AND CASHFLOW PROJECTIONS**

**7.1 A breakdown of the projected expenditure per activity is provided in the table below – forecast for period 2022 - 2023**

|  |  |
| --- | --- |
| **2022-2023 RRAMS Business Plan Budget** | |
| **Activity** | **2022– 2023 Estimated Cash-flow** |
| Documentation, Business Plans and Reporting |  |
| Source and screening of graduates (3X@R 25 000.00/month) |  |
| Road Inventory Data Fieldwork |  |
| Road Inventory Data Desktop |  |
| Traffic Data |  |
| Bridge Condition Surveys |  |
| Road Visual Condition Assessments Fieldwork |  |
| RRAMS Acquisition and training |  |
| RAMS Analysis, Performance Standards, Programme & Budget |  |
| Project Management consulting fees per annual |  |
| Disbursement |  |
| Purchase of Hardware and Software |  |
| Fleet and Travelling |  |
|  |  |
| **Total Budget** |  |
|  |  |
|  |  |
| **Total available Funding for years 2022-2023** |  |
|  |  |

ZF MGCAWU DISTRICT MUNICIPALITY

**SECTION "*C*"**

To: The Municipal Manager

Private Bag X6039

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2021.

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

WITNESSES:

1.

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

2.  **SIGNATURE OF BIDDER**

**ZF MGCAWU DISTRICT MUNICIPALITY**

**SECTION “D”**

**FORMS TO BE COMPLETED**

**PART A**

**INVITATION TO BID**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DAWID KRUIPER MUNICIPALITY** | | | | | | | | | | | | | | | |
| BID NUMBER: | BID 06:2022/2023 | | CLOSING DATE: 23 February 2023 | | | | | | | | | CLOSING TIME: 12:00 | | | |
| DESCRIPTION | **APPOINTMENT OF CONSULTANT TO RENDER IMPLEMENTATION AND MANAGEMENT OF THE RURAL ROADS ASSET MANAGEMENT SYSTEM GRANT** | | | | | | | | | | | | | | |
| **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).** | | | | | | | | | | | | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT | | | | | | | |  | | |  | | | | |
| **ZF MGCAWU DISTRICT MUNICIPALITY** | | | | | | | | | | | | | | | |
| **C/O Upington 26 & Nelson Mandela Drive** | | | | | | | | | | | | | | | |
| **Upington** | | | | | | | | | | | | | | | |
| **8801** | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | |
| **SUPPLIER INFORMATION** | | | | | | | | | | | | | | | |
| 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] | | Yes    No | | | | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | | | | | | Yes  No | |
| ***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]*** | | | | | | | | | | | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?** | | Yes No  [IF YES ENCLOSE PROOF] | | | | | | | | | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | | Yes No  [IF YES, ANSWER PART B:3 ] | | |
| **TOTAL NUMBER OF ITEMS OFFERED** | |  | | **TOTAL BID PRICE: R…………………………………** | | | | | | | | | | | |
| **SIGNATURE OF BIDDER** | | ……………………………… | | | | | | | | | **DATE** | |  | | |
| **CAPACITY UNDER WHICH THIS BID IS SIGNED** | |  | | | | | | | | | | | | | |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:** | | | | | | | | **TECHNICAL INFORMATION MAY BE DIRECTED TO:** | | | | | | | |
| DEPARTMENT | |  | | | | | | DEPARTMENT | | | | | | |  |
| CONTACT PERSON | |  | | | | | | CONTACT PERSON | | | | | | |  |
| TELEPHONE NUMBER | |  | | | | | | TELEPHONE NUMBER | | | | | | |  |
| FACSIMILE NUMBER | |  | | | | | | E-MAIL ADDRESS | | | | | | |  |
| E-MAIL ADDRESS | |  | | | | | |  | | | | | | | |

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

|  |
| --- |
| 1. **BID SUBMISSION:** |
| * 1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**   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. |
| 1. **TAX COMPLIANCE REQUIREMENTS** |
| 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 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. 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](http://www.sars.gov.za). 4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 1. **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** |
| * 1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO   2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO   3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO   4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO   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: …………………………………………...

**MBD 4**

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state¹.

1. 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 positionin 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, hareholder²):……………………….. ……………..

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.

….…………………………………………………………………………………….………………………….

…………………………………………………………………………………………………………………….

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

**¹**MSCM Regulations: “in the service of the state” means to be –

a member of –

any municipal council;

any provincial legislature; or

the national Assembly or the national Council of provinces;

a member of the board of directors of any municipal entity;

an official of any municipality or municipal entity;

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);

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

an employee of Parliament or a provincial legislature.

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

**MBD 4**

|  |  |
| --- | --- |
| 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:

……………………………………………………………………………..………………………..

………………………………………………………………………………..……………………..

**MBD 4**

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

|  |  |  |
| --- | --- | --- |
| **Full Name** | **Identity Number** | **State Employee Number** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

………………………………….. ……………………………………..

**Signature Date**

…………………………………. ………………………………………

**Capacity Name of Bidder**

**MBD 6.1**

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

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

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

1. **GENERAL CONDITIONS**
   1. 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).

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. Points for this bid shall be awarded for:

1. Price; and
2. B-BBEE Status Level of Contributor.
   1. The maximum points for this bid are allocated as follows:

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

* 1. 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.
  2. 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.

1. **DEFINITIONS**
2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
3. “**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;
4. **“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;
5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
6. **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
7. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
8. **“prices”** includes all applicable taxes less all unconditional discounts;
9. **“proof of B-BBEE status level of contributor”** means:
10. B-BBEE Status level certificate issued by an authorized body or person;
11. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
12. Any other requirement prescribed in terms of the B-BBEE Act;
13. **“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;
14. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
15. **POINTS AWARDED FOR PRICE**
    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**

**** or ****

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

1. **BID DECLARATION**
   1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
2. **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1** 
   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.

1. **SUB-CONTRACTING**
   1. Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

* + 1. If yes, indicate:

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

***(Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

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

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

1. **DECLARATION WITH REGARD TO COMPANY/FIRM**
   1. Name of company/firm:…………………………………………………………………………….
   2. VAT registration number:……………………………………….…………………………………
   3. Company registration number:…………….……………………….…………………………….
   4. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[Tick applicable box]

* 1. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..

* 1. COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[*Tick applicable box*]

* 1. **MUNICIPAL INFORMATION**

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

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

**Stand Number**:……………………………………………….

* 1. Total number of years the company/firm has been in business:……………………………
  2. 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:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. 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;
4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
   1. disqualify the person from the bidding process;
   2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
   3. 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;
   4. 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
   5. forward the matter for criminal prosecution.

……………………………………….

SIGNATURE(S) OF BIDDERS(S)

DATE: …………………………………..

ADDRESS …………………………………..

…………………………………..

…………………………………..

WITNESSES

1. ……………………………………..
2. …………………………………….
   1. Choose an item.Choose an item.

**MBD 7.2**

# 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:
2. 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;

1. General Conditions of Contract; and
2. 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 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.
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) …………………………….

WITNESSES

1. …….……………………………
2. ……….…………………………

DATE: ……………………………..

CAPACITY …………………………….

SIGNATURE …………………………….

NAME OF FIRM …………………………….

DATE …………………………….

**MBD 7.2**

**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).

1. An official order indicating service delivery instructions is forthcoming.
2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

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

NAME (PRINT) ………………………………………….

SIGNATURE …………………………………………

WITNESSES

1. ….…………………………….
2. …..…………………………….

DATE: ……………………………..

OFFICIAL STAMP

**MBD 8**

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| **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 *audi alteram partem* rule was applied).  **The Database of Restricted Suppliers now resides on the National Treasury’s website(**[www.treasury.gov.za](http://www.treasury.gov.za)**) and can be accessed by clicking on its link at the bottom of the home page.** | Yes | No |
| 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)?  **The Register for Tender Defaulters can be accessed on the National Treasury’s website (**[www.treasury.gov.za](http://www.treasury.gov.za)**) by clicking on its link at the bottom of the home page.** | Yes | No |
| 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 | No |
| 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 | No |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
| 4.7.1 | 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**

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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.

1. 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.
2. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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

**NOTICE MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**Tender 06:2022/2023- APPOINTMENT OF CONSULTANT TO RENDER IMPLEMENTATION AND MANAGEMENT OF THE RURAL ROADS ASSET MANAGEMENT SYSTEM GRANT**

in response to the invitation for the bid made by:

ZF MGCAWU DISTRICT 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

1. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

**MBD 9**

1. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
2. prices;
3. 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.

1. 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.
2. 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.
3. 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

**ZF MGCAWU DISTRICT MUNICIPALITY**

**SECTION "E"**

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. Proof of registration as a bank in terms of the Banks Act, 1990 (Act No. 94 of 1990).
6. Formal Quotation