

MUNISIPALITEIT DAWID KRUIPER MUNICIPALITY



BID

PLANNING, DESIGN AND PROJECT MANAGEMENT: UPGRADING AND EXPANSION OF ACCESS ROADS OF THE PRECINCT AREA, CBD AND ASSOCIATED SERVICES

DIRECTORATE CIVIL ENGINEERING SERVICES
PRIVATE BAG X6003
UPINGTON
8800

NOTICE TN005/2023

Bidders name : _____

Bid Price :R _____

DAWID KRUIPER MUNICIPALITY

**PLANNING, DESIGN AND PROJECT MANAGEMENT: UPGRADING
AND EXPANSION OF ACCESS ROADS OF THE PRECINCT AREA,
CBD AND ASSOCIATED SERVICES**

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DAWID KRUIPER MUNICIPALITY

Republic of South Africa



DAWID KRUIPER MUNICIPALITY PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

PLANNING, DESIGN AND PROJECT MANAGEMENT: UPGRADING AND EXPANSION OF ACCESS ROADS OF THE PRECINCT AREA, CBD AND ASSOCIATED SERVICES

DAWID KRUIPER MUNICIPALITY**SECTION "A"****GENERAL CONDITIONS OF QUOTATION****TABLE OF CLAUSES**

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

General Conditions of Contract

1. Definitions

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

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

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa**

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

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Dawid Kruiper: Republic of South Africa**8. Inspections, tests and analyses**

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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| 9. Packing | <p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.</p> |
| 10. Delivery and Documents | <p>10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.</p> |
| 11. Insurance | <p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.</p> |
| 12. Transportation | <p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified</p> |
| 13. Incidental Services | <p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> (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. <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p> |

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

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| 16. Payment | 16.1 | The method and conditions of payment to be made to the supplier under this contract shall be specified. |
| | 16.2 | The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. |
| | 16.3 | Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. |
| | 16.4 | Payment will be made in Rand unless otherwise stipulated. |
| 17. Prices | 17.1 | Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Variation Orders | 18.1 | In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price. |
| 19. Assignment | 19.1 | The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 | The supplier shall notify the purchaser in writing of all 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. |
| 21. Delays in the supplier's performance | 21.1 | Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
| | 21.2 | If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |

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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 Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

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| 28. Limitation of Liability | 28.1 | Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; |
| | (a) | the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and |
| | (b) | the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. |
| 29. Governing Language | 29.1 | The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. |
| 30. Applicable law | 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified. |
| 31. Notices | 31.1 | Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. |
| | 31.2 | The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice. |
| 32. Taxes and duties | 32.1 | A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. |
| | 32.2 | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. |
| | 32.3 | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order. |
| | 32.4 | No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears. |

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- 33. Transfer of contracts** 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts** 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices** 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

DAWID KRUIPER MUNICIPALITY

SPECIFICATION

PLANNING, DESIGN AND PROJECT MANAGEMENT: UPGRADING AND EXPANSION OF ACCESS ROADS OF THE PRECINCT AREA, CBD AND ASSOCIATED SERVICES

1 SCOPE OF BID

The Municipality has given thorough assessment through a precinct plan for the CBD Future development. The Municipality hereby invites bidders to the planning, design and project management for critical business route access for development areas and bulk water and sanitation. The dimension of the CBD expansion and with to implore services on qualifying service providers to conduct planning, design and Project management of the Development of Roads in the CBD access to Upington.

The municipality identified roads which some need urgent upgrade and planned upgrades. Upgrading of the roads network must be planned, taking the Precinct Target Area, Upington industrial area and residential developments in terms of the SDF into account critical projects need to address bulk road-related needs to provide a safe, desirable CBD and Precinct integration of traffic.

The following items need to be addressed to upgrade road infrastructure in Upington but no limited to this:

- Provide town planning services for the area of development including all critical studies aligned to the New development of Civil Services (inclusive of CATEGORY 2: *SPATIAL PLANNING AND LAND USE MANAGEMENT INVESTMENTS and Other applicable services for green field development – 5 Open Greenfield properties within 8km radius*),
The Bulk Water Services in the area need to be upgraded prior to road construction works and also the development of water and sanitation reticulation for the Proposed businesses properties within and around the precinct (inclusive of installation of smart meters for water connections), All Bulk Water supply should not interrupt water supply in the city (Best Route to be assessed).
- Develop the new links to access the precinct area, Intersections and direct access points to the envisaged Precinct area on Antoni Lobowski Street (Swartmodder Street including intersections).
- Rehabilitation of existing and Upgrading of Aubrey Beukes Street and Antoni Lobowski Street (Rondom Street & Swartmodder Street incl. intersections) (Mall and Precinct Area link). This includes conditional assessment and design reseal/reconstruction including necessary patches of various roads prioritized of about 8km.
- Development of non-motorised transport routes for pedestrians and bicycles where,

- 1.1 The Municipality therefore needs the services of a Consulting Civil Engineer(s) Team for the analysis, planning design and management of the project(s). The Consulting Engineer must provide the following services to the Municipality:
 - 1.1.1 Planning, stakeholder engagement and design of the project according to the Section 3.2 of the ENGINEERING COUNCIL OF SOUTH AFRICA Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) - guideline for Profession Fees GOVERNMENT GAZETTE, 26 March 2021.
 - 1.1.2 Management and supervision of project till completion (Final Certificate of Completion).
 - 1.1.3 This must include executing the duties of the client as contemplated in the Construction Regulations of the Occupational Health and Safety Act (Act 85 of 1993)

2 CLOSING DATE AND COMPULSORY SITE MEETING

- 2.1 Sealed bids clearly marked “**TN005/2023- PLANNING, DESIGN AND PROJECT MANAGEMENT: UPGRADING AND EXPANSION OF ACCESS ROADS OF THE PRECINCT AREA, CBD AND ASSOCIATED SERVICES**” must be placed in the Municipal tender Box **before or at 14:00 on Friday, 05 May 2023** and will be opened directly thereafter in the Councillors Caucus Room at the Municipal Office
- 2.2 A compulsory site briefing meeting will be held on **Friday, 14 April 2023 at 12:00** in the **Council Chambers** at the **Municipal Offices** located in **Mutual Street**, Uppington.
- 2.3 The site meeting commences strictly as indicated above and doors will be closed.

3 GENERAL REQUIREMENTS

- 3.1 This bid document as a whole, without any alteration, modification, deletion, editing or formatting of the documents content, must be completed and returned no later than the closing date and time to be evaluated. Any incomplete, altered, modified, edited or formatted document will not be considered.
- 3.2 The lowest or only bid will not necessarily be accepted.
- 3.3 Bids per fax or E- mail will also not be considered, only the original signed document will be accepted.
- 3.4 The following forms, Summary of items and bid price, MBD 1, MBD 4, MBD 5, MBD 6.1, MDB 7.2, MBD 8 and MBD 9, must be completed.
- 3.5 Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy.

4. **COMPULSORY DOCUMENTATION**

These documents must be attached (Appendix F) to the bid form.

- 4.1 **A copy of the Municipal account not older than 3 months and not in arrears for more than 90 days, on date of submission.**
- 4.2 If the bidder is not liable for levies for municipal services, a Sworn Affidavit indicating reasons as to why a municipal account cannot be submitted and/or a valid Lease Agreement indicating such must be provided.
- 4.3 **B-BBEE points would be allocated if:**
 - 4.3.1 **A certified copy of B-BBEE verification certificate accredited by South African National Accreditation System (SANAS) or**
 - 4.3.2 **An original Sworn Affidavit fully completed with black ink, must be attached to the bid document or**
 - 4.3.3. **A copy of a DTI BBEE certificate must be attached to the bid document.**
- 4.4 **Proof of ECSA registration as a professional engineer or a professional technologist.**
- 4.5 **CV's** for each individual of proposed project team detailing the related responsibility of the team member including copies of qualifications of personnel and their total years' experience.
- 4.6 Proof of **Street and Stormwater Works and Bulk Water/Sanitation Services** projects Completed by the company (**final completion certificates or reference letters with clients' letterhead will ONLY be accepted as proof of work successfully commissioned**). No appointment letters, emails, company profiles, PSP letters or evaluation forms will be accepted as proof. Projects must be clearly marked for functionality. Where the Consultant has no full record of project details on certificates, a reference letter from client to describe the project scope.
- 4.7 **Professional indemnity insurance:**

The employer shall not award a contract to any bidder that does not hold a valid professional indemnity (PI) insurance providing a minimum cover of R5million according to the SCM policy for infrastructure procurement or the contract value for project exceeding the minimum value. Proof of insurance or confirmation from a reputable Insurance Broker that the bidder is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract. The cover must be valid for the duration of the contract. If no proof is submitted, the bid will be deemed as **non-responsive**.

4.8 **Project plan/Methodology:**

The Project plan must be a comprehensive document.

Project plan (Method Statement) inclusive of the Gantt Chart Proposal of activities :

The tenderers must submit a project plan as part of the tender documentation (Methodology):

- Indicating work activities and deliverables (refer to service provider deliverables) to be undertaken.
- Estimated time required for each task including the construction activities.
- Contractor Management details inclusive of Conflict, dispute management, Penalties, etc.
- Demonstration of Local Economic Development on relevant activities.
- Certification of Management System and Application description,

Note:

Standard CESA or ECSA Template without describing these key project activities will be scored the minimum points.

5 **BID PRICING**

- 5.1 Bidders are required to quote prices according to the price schedules and specifications.
- 5.2 Price(s) quoted must be valid for at least 120 days from bid closing date
- 5.3 Price(s) quoted must be firm and must be inclusive of VAT.
- 5.4 All prices must include delivery cost.

6 **METHOD OF DELIVERY AND ADDRESS**

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

Dawid Kruiper Municipality Mutual Street
Upington
Northern Cape
8800

7 **FUNCTIONALITY**

Table 4: Functionality Percentage Score as per Supply Chain Management Policy			
	(W)	(V)	(W x V)
Criteria	Weight	Value	Score
Compliance to Terms of Reference	5		
Previous experience and proof of similar work successfully concluded	25		
Provide a detailed Methodology or approach paper for the demonstration of understanding of scope	25		
Format and quality of relevant previous services rendered to Dawid Kruiper, Councils or other local authorities	5		
Level of expertise and qualifications of personnel	15		
Total Weight	75	25	So

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

Fp = 70%

Functionality point's basis

- 7.1 The calculation of the functionality percentage score to be earned is set out in Table 4 above.
- 7.2 Quotations or bids that scored less than a **70% Functionality Percentage (Fp)** in Table 4 above where $Fp = So / 375 \times 100$, will be disqualified.
- 7.3 Functionality will only be applicable to consultants or to long term contracts where the monetary value of the contract cannot be determined exactly.

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

7.4 Compulsory documentation for functionality evaluation:

- 7.4.1 Certified copies of professional registration certificate from ECSA (Professional Engineer or Professional Technologist) **of proposed project leader**.
- 7.4.2 CV's for each individual of proposed project team including copies of **qualifications** of personnel and their total years' experience. Years of experience will be recorded from qualification date for key personnel. Years below 5 years will not be considered and will be disqualified.
- 7.4.3 Proof of Roads, water and sanitation design services and project management (final completion certificates or reference letters with clients' letterhead will **ONLY** be accepted as proof of work successfully commissioned). No **appointment letters, emails, company profiles, PSP letters or evaluation forms** will be accepted or point allocation. Submit related projects only. This must include total project cost, capacity and contactable references.

- 7.4.4 Produce a project list of previous services rendered to Local Authorities, including total project cost and contactable references.
- 7.4.5 Proof of Labour intensive Construction Methods – Minimum NQF Level 5 course certificate or acknowledgement letter of course attended

NOTE: IF NO SUPPORTING DOCUMENTS ARE SUBMITTED FOR 7.4.1, 7.4.2, 7.4.3 THE BIDDER WILL BE DEEMED AS NON-RESPONSIVE.

<u>1. Compliance to Terms of Reference</u>		
Poor	Proof ECSA registration as professional engineer/technologist of Project leader	1
Average		
Good		
Very Good		
Excellent	Proof ECSA registration as professional engineer/technologist of Project leader, proof of four additional professional affiliations of company or Project Leader.	5

<u>2. Previous experience and proof of similar work successfully commissioned (Reference / Completion Certificate)</u>		
Poor	Proof of previous projects Completed successfully – 1 Roads/Water/Sanitation design project design and project management	1
Average	Proof of previous projects Completed successfully - 3 Roads and 3 Bulk (water/Sanitation) work design and project management	2
Good	Proof of previous projects Completed Successfully - 5 Roads and 5 Water/Sanitation project design and project management.	3
Very Good	Proof of previous projects Completed Successfully - 10 Roads and 10 (Water/Sanitation) projects for design and project management.	4
Excellent	Proof of previous projects Completed Successfully - 20 or more Roads and water/sanitation project design and project management	5
<u>3. Provide a detailed Methodology or approach paper for the demonstration of understanding of scope</u>		
Poor	No Proof of Understanding the desired work or approach paper/methodology submitted, or irrelevant methodology	1
Average		
Good		
Very Good		
Excellent	Provide a Technically sound methodology considering the following KPI:	5

	Construction approach, Road Safety Audit, Traffic analysis, Task in chronological order for both underground services and surface services, Job Creation, Details of required studies aligned with the project needs. Revenue leverage from the programmes implemented and technologies imported to improve systems.	
4. <u>Format and quality of previous services rendered to local authorities and Government Departments successfully completed</u>		
Poor	No proof of any previous services rendered to Council, local authority and government departments	1
Average	10 - 14 projects on the project list with contactable details	2
Good	15 -19 Projects performed on the project list with contactable details	3
Very Good	25 – 29 Projects References of Previous work performed on the project list with contactable details	4
Excellent	30 or more than 30 Projects references of previous work performed	5
5. <u>Level of expertise and qualifications of personnel in the relevant or project related field</u>		
Poor	Amount of experience years of listed personnel – start from 5 -10 combined years in related projects	1
Average	Amount of experience years of listed personnel - 11 - 15 combined years in related projects	2
Good	Amount of experience years of listed personnel - 16 - 20 combined years in related projects.	3
Very Good	Amount of experience years of listed personnel – 20 -25 combined years in related projects.	4
Excellent	Amount of experience years of listed personnel - 26 and above combined years in related projects.	5

8 LEGISLATIVE REQUIREMENTS

- 8.1 ECSA Registration for Professional Engineers –
https://www.ecsa.co.za/ECSADocuments/Shared%20Documents/44333_2603_NationalGovernment%20Guideline%20Professional%20Fees%20Scope%20of%20Services%20and%20Tariff%20of%20Fees%20for%20Persons%20Registered.
- 8.2 Occupational Health and Safety (Act 85 of 1993).
- 8.3 National Road Safety Strategy 2016-2030
- 8.4 SANS Conditions for construction
- 8.5 National road traffic act, 1996 (act no. 93 of 1996)

- 8.6 COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (2020 Edition),

9 **SPECIFIC REQUIREMENTS**

- 9.1 The bidder must be:

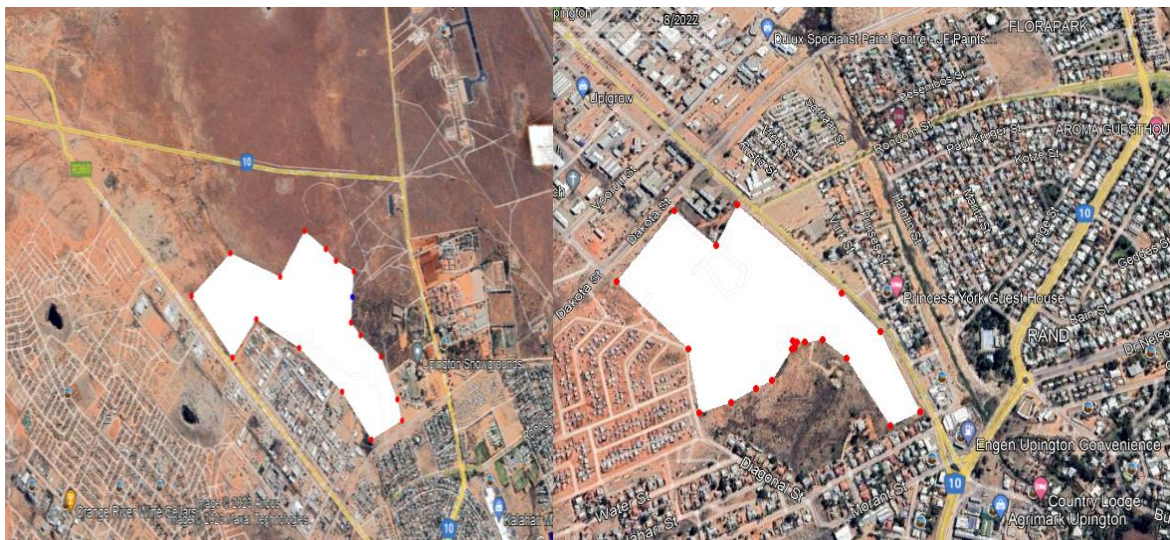
- 9.1.1 Registered with the Engineering Council of South Africa (ECSA) as Professional Engineer or Professional Technologist in the Civil Engineering discipline.
- 9.1.2 Experienced in the planning, design and management of Street and Stormwater engineering projects.
- 9.1.3 Qualified to execute the duties of the client as contemplated in the Construction Regulations to the Occupational Health and Safety Act (Act 85 of 1993).

- 9.2 The bid price must include the following:

- 9.2.1 Professional fees: The fees must be based on the estimated cost of the project in paragraph 9.2, minus the tendered professional fees and any discount offered. This amount will be used to calculate the points, but fees will be paid according to the ECSA rates, based on the actual cost of the project, minus the discount offered.
- 9.2.2 Administrative, travelling and accommodation cost. This cost will be fixed.
- 9.2.3 The cost of executing the duties of the client as contemplated in the Construction Regulations to the Occupational Health and Safety Act (Act 85 of 1993).
- 9.3 The project will be partially funded by funding from the Integrated National Treasury – Neighbourhood Development and may be completed by 30 June 2027. The successful bidder will therefore have to submit fully completed bid documents to the Municipal Bid Specification Committee within one month from the date of appointment.

10 **LOCATION**

The project will be located in the Upington Town which falls under the jurisdiction of the Dawid Kruiper Municipality as an Extension to the CBD.



Antony Lowboski Precinct Section

11. **SERVICE PROVIDER DELIVERABLES**

(As per Government Gazette, No 39480m Vol 606 26 March 2021),

3.2.1. Stage 1 – Inception

Defined as: Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.

1. Assist in developing a clear project brief.
2. Attend project initiation meetings.
3. Advise on procurement policy for the project.
4. Advise on the rights, constraints, consents and approvals.
5. Define the scope of services and scope of work required.
6. Conclude the terms of the agreement with the client.
7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
8. Determine the availability of data, drawings and plans relating to the project.
9. Advise on criteria that could influence the project life cycle cost significantly
10. Provide necessary information within the agreed scope of the project to other consultants involved.
11. Town Planning actions for the new or greenfields in the Precinct area and secondary areas.

Deliverables will typically include:

- agreed scope of services and scope of work
- signed agreement
- report on project, site and functional requirements
- schedule of required surveys, tests, analyses, site and other investigations
- schedule of consents and approvals and related timeframes.

3.2.2. Stage 2 – Concept and Viability (often called preliminary design)

Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.

1. Agree documentation programme with principal agent or consultant and other consultants involved.
2. Attend design and consultants' meetings.
3. Establish the concept design criteria.
4. Prepare initial concept design and related documentation.
5. Advise the client regarding further surveys, analyses, tests and investigations that may be required.
6. Establish regulatory authorities' requirements and incorporate into the design.
7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
8. Establish access, utilities, services and connections required for the design.
9. Participate in coordinated design interfaces with architect or other consultants involved.

10. Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
11. Provide cost estimates and life cycle costs, as required.
12. Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Deliverables will typically include:

- concept design
- schedule of required surveys, tests and other investigations and related reports
- process design
- preliminary design
- cost estimates, as required.

3.2.3. Stage 3 – Design Development (also termed detailed design)

Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project

1. Review documentation programme with principal consultant and other consultants involved.
2. Attend design and consultants' meetings.
3. Incorporate client's and authorities' detailed requirements into the design.
4. Incorporate other consultants' designs and requirements into the design.
5. Prepare design development drawings including draft technical details and specifications.
6. Review and evaluate design and outline specification and exercise cost control.
7. Prepare detailed estimates of construction cost.
8. Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
9. Submit the necessary design documentation to local and other authorities for approval.

Deliverables will typically include:

- design development drawings
- outline specifications
- local and other authority submission drawings and reports
- detailed estimates of construction costs.

3.2.4 Stage 4 – Documentation and Procurement

Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.

1. Attend design and consultants' meetings.
2. Prepare specifications and preambles for the works.
3. Accommodate services design.
4. Check cost estimates and adjust designs and documents, if necessary, to remain within budget.
5. Formulate the procurement strategy for contractors or assist the principal consultant where relevant.

6. Prepare documentation for contractor procurement.
7. Review designs, drawings and schedules for compliance with approved budget.
8. Call for tenders and/or negotiation of prices and/or assist the principal consultant or quantity surveyor where relevant.
9. Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
10. Evaluate tenders.
11. Prepare contract documentation for signature.
12. Assess samples and products for compliance and design intent.
13. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.

Deliverables will typically include:

- specifications
- services co-ordination
- working drawings
- budget construction cost
- tender documentation
- tender evaluation report
- tender recommendations
- priced contract documentation.

3.2.5 Stage 5 – Contract Administration and Inspection

Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

1. Attend site handover.
2. Issue construction documentation in accordance with the documentation schedule
 1. including, in the case of structural engineering, reinforcing bending schedules and
 2. detailing, and specifications of structural steel sections and connections.
 3. Carry out contract administration procedures in terms of the contract.
 4. Prepare schedules of predicted cash flow.
 5. Prepare pro-active estimates of proposed variations for client decision-making.
 6. Attend regular site, technical and progress meetings.
 7. Inspect the works for conformity to contract documentation as described under Clause 3.3.2.
 8. Review the outputs of quality assurance procedures and advise the contractor and
 9. client on adequacy and need for additional controls, inspections and testing.
 10. Adjudicate and resolve financial claims by contractors.
 11. Assist in the resolution of contractual claims by the contractor.
 12. Establish and maintain a financial control system.
 13. Clarify details and descriptions during construction as required.
 14. Prepare valuations for payment certificates to be issued by the principal agent.
 15. Witness and review of all tests and mock-ups carried out on site.
 16. Check and approve contractor drawings for compliance with contract documents.
 17. Update and issue drawings register.
 18. Issue contract instructions as and when required –Including the rectification of defective work.

19. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
20. Inspect the works and issue practical completion and defects lists.
21. Arranging for the delivery of all test certificates, including any Certificates of
22. Compliance, statutory and other approvals, and record drawings and operating
23. manuals.

Deliverables will typically include:

- schedules of predicted cash flow
- construction documentation
- drawing register
- estimates for proposed variations
- contract instructions
- financial control reports
- valuations for payment certificates
- progressive and draft final accounts
- practical completion and defects list
- all statutory certification and certificates of compliance as required by the local and other statutory authorities.

3.2.6 Stage 6 – Close-Out

Defined as: Fulfil and complete the project close-out, including necessary documentation to facilitate effective completion, handover and operation of the project.

1. Inspect and verify the rectification of defects.
2. Receive, comment and approve relevant payment valuations and completion certificates.
3. Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
4. Prepare and/or procure as-built drawings and documentation.
5. Conclude the final accounts where relevant.

Deliverables will typically include:

- valuations for payment certificates
- works and final completion lists
- operations and maintenance manuals, guarantees and warranties
- as-built drawings and documentation
- final accounts.

11.1.1 Conduct Studies Critical Studies :

- Geotechnical,
 - The Completion of necessary studies and necessary studies associated with development.
 - The planning for landscaping where necessary
- Bulk Infrastructure affected

Due to the existing infrastructure in the Precinct Area development may require that these services be altered to accommodate the planned developments and extension to give services to the new developing area. The Consultant should make provision for recommendations or bulk services requirements for affected services
- Road Safety Audit for critical roads

The greatest potential to improve infrastructure road safety is in the pre-construction phase of a project when the planning or design of a project can be positively influenced without the need to alter existing works. Pre-construction phase audits can be conducted on any proposal that is likely to influence the interactions between road users, or between road users and their physical environment.

This section discusses pre-construction phase road safety audits at the following stages:

- *Stage 1: Feasibility/ preliminary design stage*
- *Stage 2: Draft design stage*
- *Stage 3: Detail design stage*

NB – These preparations should be having a traffic impact report completed.

- Environmental Authorisation – Where exemption is granted the fees may not be claimed for the service.
- NB – quote for the procurement of these services must be sourced and submitted together with the tender for the provisional sums items.

- 11.1.2 Attend Municipal tender committee meetings at random call to assist the committee when needed (Tender Specification Committee Tender Evaluation Committee, Tender Adjudication Committee) when required or invited.
- 11.1.3 Level 2: Part-time Construction Monitoring. The Engineers Representative should visit the site daily over the duration of the contract, with visits for works completion inspections and inspections for works defects lists. The Construction Monitoring will also depend on the amount of work approved for funding and the Municipality will consider the extent of work should it be required that monitoring be done part time. The minimum requirement for the said person is a National Diploma or higher or equivalent in CIVIL Engineering with at least 5 years work experience in the Civil engineering environment or equivalent.
- 11.1.4 Provision of a part-time service in respect of acting as the Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993). The Health & Safety representative should visit the works for a minimum of once a month for two (2) hours on site visit for the duration of the contract. The said Health & Safety representative must be a member of the Institute of Occupational Health & Safety (SAIOSH) or equivalent. Proof of membership to be included.
- 11.1.5 Compilation of progress payment certificates and invoices. Each invoice to be accompanied by a progress report and meeting minutes, as part of Dawid Kruiper Municipality's Policy on Infrastructure Procurement & Delivery Management.
- 11.1.6 Compile an asset registry for schemes prepared under the project. Soft copy and four (4) hard copies to be submitted.
- 11.1.7 Development of detailed maintenance manuals for comprehensive (future) maintenance where applicable. Soft copy and four (4) hard copies to be submitted.

- 11.1.8 Skills transfer and training of Municipal Staff: The service provider should make provision for skills transfer and training of the Project Management Departmental staff. The PSP is expected to provide mentor support to municipal candidate engineering technicians on required basis to review their project reports for submission to ECSA as well as provide support for municipal interns requiring experience. The key training areas are shown below:
1. Design Development
 2. Design Software Utilised
 3. Contract Administration and Supervision
- 11.1.9 Provide Drawings: drawings must be delivered in DXF, DWG Cad or Caddie, 3D Overview and four (4) as built hard copies at Close out.
- 11.1.10 Commissioning and Close-Out: Services to include the Final Inspection at the termination of the Defects Liability Period, the preparation of the Final Completion Certificate and the Final Payment Certificate. All records of the projects to be included in the project completion report.

11.1.11 Additional Studies

The Consultant will be expected to conduct further studies and licensing for work that required for bulk water services and environmental authorisation for the projects. The consultant is also expected to discover or relocate bulk services according to future Development in this area thus, WULA, EA, etc. must be conducted.

12. Reporting will include the following:

- Monthly Progress Report:
 - A progress report to accompany each invoice submitted as part of the Dawid Kruiper Municipality's Policy on Infrastructure Procurement & Delivery Management. The monthly progress report should be inclusive of a cash flow projection, labour statistics and programme of works.
- Reporting to Stakeholders
 - i. The PSP must prepare monthly report for the Municipality that must be distribute to the key stakeholders (National Treasury, etc)

13. COPYRIGHT

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

14. PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

- 14.1. Compliant documents (Submitted as returnable documents according to specifications)
- 14.2. Functionality passing documents will be further evaluated
- 14.3. ELIMINATION CRITERIA

Bids will be eliminated under the following conditions:

- Submission after the deadline;
- Bids submitted at incorrect location;
- Failure to attend the compulsory site meeting;
- Failure to meet the pre-qualification criteria for functionality;

- Failure to present complete JV documentations including all partnerships arrangement for resources shared,
- Failure to provide a professional indemnity insurance:
- Failure to submit CESA registration certificates.
- Failure to submit ECSA registration certificates PR/Eng or equivalent professional registration
- Failure to submit proof of public liability cover of a minimum of at least R 10 000 000 per claim.

DAWID KRUIPER MUNICIPALITY

SECTION "C"

To: The Municipal Manager
Private Bag X6003
UPINGTON
8800

Sir

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

Address:

Tel nr:

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

The undersigned agrees, that in terms of these documents this Tender shall remain open for acceptance for a period of **120** 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 _____ 2023.

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

WITNESSES:

1. _____

2. _____

SIGNATURE OF BIDDER

SECTION “D”

SUMMARY OF ITEMS AND BID PRICES

ITEM	DESCRIPTION	Quantity	AMOUNT
1	Professional fees based on the Government Gazette no 39480 04 December 2021(Estimated cost of construction = R 50million (VAT and Fees Excluded))	Sum	
2	Town Planning Services	Sum	
2.1	Layout Planning and land-use application		
2.2	Surveying of approved layout plan by professional land surveyor.		
3.1	Stage 1 – Inception,	Sum	
3.2.	Stage 2 – Concept and Viability (often called preliminary design),	Sum	
3.3.	Stage 3 – Design Development (also termed detailed design),	Sum	
3.4.	Stage 4 – Documentation and Procurement (Estimated that 3 of the Contracts will be implemented,	Sum	
3.5.	Stage 5 – Contract Administration and Inspection,	Sum	
3.6.	Stage 6 – Close-Out	Sum	
4	Travelling, documentation, disbursements, etc.	Sum	
4	Appoint and Conduct Studies Critical		
4.1.	Studies Geotechnical, Bulk Infrastructure affected in the Link No 1 and 2	Sum	
4.2.	Traffic Impact Assessment Road Safety Audit for critical roads and Integration of the new roads to the existing	Sum	
4.3.	Environmental Authorisation.	Sum	
4.4.	Surveying of new Servitudes for roads, Water and Sanitation on open field and necessary registration.	Sum	

5	Additional Studies		
5.1.	Provisional Sum	Sum	R 1 200 000.00
5.2.	Professional fees for additional studies_____	%	
6	Construction Regulations to the Occupational Health and Safety Act (Act 85 of 1993)	24 Months	
7	Construction monitoring on level 2 Construction monitoring (2 visit a month of about 3hours per visit)	24 Months	
7	Any other cost (Specify):		
8	Subtotal 1		
9	10% Contingencies		
10	Subtotal 2		
11	15 % VAT on Subtotal 2		
12	Grand Total (10 +11)		

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

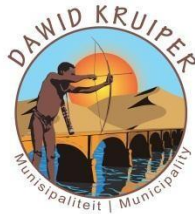
Signature of Bidder

Witnesses: 1..... 2.....

DAWID KRUIPER MUNICIPALITY

SECTION “E”

FORMS TO BE COMPLETED



MBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DAWID KRUIPER MUNICIPALITY				
BID NUMBER:	TN005/2023	CLOSING DATE: 05 May 2023	CLOSING TIME: 14:00	
DESCRIPTION	PLANNING, DESIGN AND PROJECT MANAGEMENT: ROADS AND BULK SERVICES FOR UPINGTON (PRECINCT ACCESS)			
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				
Dawid Kruiper Municipality				
Civic Centre				
Mutual Street				
Upington				
8800				
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: <input type="checkbox"/>
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE: R.....	
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management Unit	CONTACT PERSON	Mduduzi Mnganga
CONTACT PERSON	Mary Marabi	TELEPHONE NUMBER	054 338 7061/0815524469
TELEPHONE NUMBER	054 338 7182	FACSIMILE NUMBER	-
FACSIMILE NUMBER	-	E-MAIL ADDRESS	
E-MAIL ADDRESS	mary.marabi@dkm.gov.za	mduduzi.mnganga@dkm.gov.za	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E- FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?
YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



(MBD 4)

DECLARATION OF INTEREST)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):

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.

.....
 .

¹MSCM Regulations: "in the service of the state" means to be –

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

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.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars

.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars.

.....

3.13 Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....

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

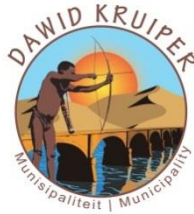
Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



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

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

Are you by law required to prepare annual financial statements for auditing?

***YES / NO**

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

.....

.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

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

- 2.2 If yes, provide particulars.

.....

.....

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

- 3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

- 4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

- 1 Are you by law required to prepare annual financial statements for auditing?
***YES / NO**
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
.....
.....
- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
***YES / NO**
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than **three months** or other service provider in respect of which payment is overdue for more than 30 days.
- 2.3 If yes, provide particulars.
.....
.....
- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?
***YES / NO**
- 3.2 If yes, furnish particulars
.....
.....
5. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?
***YES / NO**
- 5.1 If yes, furnish particulars
.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(**Tick applicable box**)

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

- 7.1.1 If yes, indicate:

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

(**Tick applicable box**)

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

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

Designated Group: An EME or QSE which is at least 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		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
Item	Question	Yes	No

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

MBD 8

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all 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.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**PLANNING, DESIGN AND PROJECT MANAGEMENT: UPGRADING AND
EXPANSION OF ACCESS ROADS OF THE PRECINCT AREA, CBD AND
ASSOCIATED SERVICES**

in response to the invitation for the bid made by:

DAWID KRUIPER MUNICIPALITY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

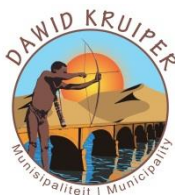
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



CONTRACT FORM - 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:
 - (i) 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;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DAWID KRUIPER MUNICIPALITY

SECTION "F"

Annexures

Attach all annexures and documents to this page

1. Supply Chain Forms Supporting Documents:

- Tax Clearance certificate
- CSD registration
- Certified B-BBEE Certificate or Original Sworn Affidavit
- Municipal account/ or Lease Agreement

: Annexure 1

2. Documents as required under functionality requirements

- ECSA Supporting evidence : Annexure 2
- Similar Projects Completed : Annexure 3
- Expertise details (CVs and Qualifications) : Annexure 4
- Project list with project Completed : Annexure 5
- Project Plan/Approach Paper (Methodology) (Applicable to Functionality also) : Annexure 6

3. Proof of Valid Professional Indemnity and Public Liability Cover
: Annexure 7

The list above does not limit but guide PSP for uniform submission. Additional Annexures may be added to comply with the Tender Specifications.