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**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
MUNICIPALITY**

**PUBLIC WORKS AND BASIC SERVICES DEPARTMENT**

**CONTRACT NO.: PWBS-B033/20/21**

**APPOINTMENT OF SERVICE PROVIDER TO DESIGN,  
OVERSEE AND IMPLEMENT UPGRADE OF  
UNDERBERG TOWN PHASE 1 USING TURNKEY  
STRATEGY**

<b>Upgrade of Underberg Town Phase 1</b>	<b>existing town, designed parking, designed V-drain, designed proper storm water drainage facilities, and with proper designed pavement layer works</b>
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**BID DOCUMENT**

**PUBLIC WORKS AND BASIC SERVICES DEPARTMENT**

<b>BIDDERS NAME:</b>	
<b>PHYSICAL ADDRESS :</b>	
<b>CONTACT NUMBER:</b>	
<b>TENDER SUM IN RANDS :</b>	
<b>TENDER SUM IN WORDS :</b>	
<b>CIDB CRS NUMBER:</b>	

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTRACT NO. PWBS-B033/20/21: APPOINTMENT OF SERVICE PROVIDER TO  
DESIGN, OVERSEE AND IMPLEMENT UPGRADE OF UNDERBERG TOWN PHASE 1  
USING TURNKEY STRATEGY**

**INDEX TO BID DOCUMENTS**

<u>Description</u>	<u>Page</u>
1. Invitation.....	3
2. Condition s of bid .....	5
3. Scope of work .....	9
4. Evaluationcriteria.....	17
5. Forms to be completed .....	25-35
6. Tax Clearance certificate (MBD 2).....	36
7. Pricing Schedule (MBD 3.3).....	37
8. Declaration of interest (MBD 4) .....	39
9. Preferential Points claim form (MBD 6.1) .....	40
10. Declaration of bidders past SCM practises (MBD8) .....	44
11. Independent Bid Determination .....	47
12. Particulars of bidder .....	51
13. Enquiry contact details .....	56

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**BID INVITATION**



## BID NOTICE

### 1. BID INVITATION

Bids are hereby invited from suitably qualified and experienced Civil Engineering Service Providers for implementation of Upgrade of Underberg Town Phase 1 using Turnkey Strategy (Design, Project Management and Implementation) within Dr Nkosazana Dlamini Zuma Municipality (KZN436). The adjudication of the bids will be done in terms of the Preferential Procurement Regulations, 2017. Preferential points will be awarded to Service Providers using their B-BBEE status level of contribution and will be based on the Pre-Qualification, Functionality and 80/20 points system.

### 2. PRE-QUALIFICATION

- The Municipality will only accept bids from bidders who are EME or QSE with level 1 contributor B-BBE level.
- The tenderer must sub-contract a minimum of 30% of the contract value to
- EMEs or QSEs which are 51% owned by Black women or youth

### 3. DOCUMENTS

Project Name	Contract No.	Closing Date	CIDB GRADING
Upgrade of Underberg Town Phase 1	PWBS-B033/20/21	23 <sup>rd</sup> November 2020	5 CE or higher, 4 CE PE will not be considered

Bid Documents will be made available at Creighton Offices; the cost of bid document will be **R437-00 per document** which is **non-refundable** from **26<sup>th</sup> October 2020** during office hours until **23<sup>rd</sup> November 2020**. Only cash or bank guaranteed cheques will be accepted, all cheques must be made out to Dr Nkosazana Dlamini. An electronic copy is available on our website ([www.ndz.gov.za](http://www.ndz.gov.za)) for **FREE**

### 4. THE FOLLOWING ARE MANDATORY

- Valid tax clearance certificate or Tax Compliance Status PIN
- A certified copy of the most recent municipal account in which the business is registered. District municipality (water) and Local municipality (rates, electricity and other). A letter of exemption can be obtained from the Municipality for incumbents who do not pay for services together with a letter of proof of residency.
- Copy of a certificate of Company Registration with the Registrar of Companies and CC's (CK).
- Certified copy of B-BBEE certificate / sworn Affidavit
- Certified copies of ID's.
- CV's and Qualifications of Key Personnel
- Form of offer
- MDB1, 4,6.2, 8 ,9 and (E,C & D)annexures fully completed

- Registration with CSD
- CIDB GRADE 5CE or higher

**N.B: The Design should meet the stipulated minimum threshold for local production and content as following:**

Industry /sector /sub- sector	Minimum Threshold for local content
Steel Products and Components	100%
Plastic Pipe	100%

**Only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.**

## 5. BID ENQUIRIES

N.B: All enquiries must be in writing and be directed to the following emails by **no later than 02/11/2020** and responses will be made available on our website (www.ndz.za) by **no later than the 06/11/2020:**

[mngadis@ndz.gov.za](mailto:mngadis@ndz.gov.za)

[holiwen@ndz.gov.za](mailto:holiwen@ndz.gov.za)

[dlaminiz@ndz.gov.za](mailto:dlaminiz@ndz.gov.za)

- Procedure related enquires: Miss N. Holiwe
- Technical Enquiries: Mr S.V Mngadi/ Mr Z. Dlamini

Dr Nkosazana Dlamini Zuma Municipality Tel No: (039) 833 1038

P O Box 62

Fax No.: (039) 833 1179

Creighton

3263

## 6. Objective Criteria

“The Municipality reserves the right not to award more than one project per supplier”

## 7. CLOSING DATE

The closing date for the bid is as indicated on the table below. Bids must be enclosed in **SEALED ENVELOPES** and addressed to the Municipal Manager, Dr Nkosazana Dlamini Zuma Municipality with the following information clearly marked on the outside of each envelope:

Bids must be deposited in the Bid box at the offices of Dr Nkosazana Dlamini Zuma Municipality in Creighton before the closing date and time. Late tenders will **NOT** be considered.

**NB: The offers must remain valid for 90 days from the closing date for submission of bids**

Dr Nkosazana Dlamini Zuma Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of the Bid.



**Mr. N.C. Vezi**  
**MUNICIPAL MANAGER**

**ENTERED 26 OCT 2020**

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>				
BID NUMBER:	<b>PWBS</b> <b>B033/20/21</b>	CLOSING DATE:	<b>18</b> <b>2020</b> <b>November</b>	CLOSING TIME:     12:00
DESCRIPTION	<b>UPGRADING OF UNDERBERG TOWN PHASE 1</b>			

**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 (STREET ADDRESS

<b>MAIN STREET</b>
<b>CREIGHTON, 3263</b>

**SUPPLIER INFORMATION**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL 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]**

<b>1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>3. TOTAL NUMBER OF ITEMS OFFERED</b>	<b>4. TOTAL BID PRICE</b>  R
<b>5. SIGNATURE OF BIDDER</b>  .....	<b>6. DATE</b>
<b>7. CAPACITY UNDER WHICH THIS BID IS SIGNED</b>	

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	BTO	CONTACT PERSON	PWBS
CONTACT PERSON	Miss N Holiwe	TELEPHONE NUMBER	039 833 1039
TELEPHONE NUMBER	039 833 1039	FACSIMILE NUMBER	
FACSIMILE NUMBER	086 583 235	E-MAIL ADDRESS	mngadis@ndz.gov.za
E-MAIL ADDRESS	holiwen@ndz.gov.za		dlaminiz@ndz.gov.za

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
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: .....

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY**

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**CONDITIONS OF THE BID**



**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
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**CONDITIONS OF THE BID**

**A. GENERAL**

1. Bid documents must be completed in black ink and prices must include VAT.
2. **All pages and annexure must be initialed / sign in full signature where required.**
3. The lowest or any bid will not necessarily be accepted and Dr. Nkosazana Dlamini-Zuma Municipality reserves the right to accept the whole or any part of a bid or to reject any or all the bid without stating the reasons thereof.
4. Bids are to remain open for acceptance for a period of ninety (90) days from the date they are lodged and may be accepted at any time during the said period of ninety (90) days.
5. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
6. Full details of services offered must be supplied together with the return documents. All additional documents returned with the bid documents must be firmly bound and marked as **“Additional”** to the specific bid reference number.
7. Only bids on Dr. Nkosazana Dlamini-Zuma Municipality official bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**
8. **Use of correcting fluid is prohibited. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration.** The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.
9. Should it be considered necessary by the bidder that officials of Dr. Nkosazana Dlamini-Zuma Municipality should proceed to other centers for inspection purposes, such costs shall be for the account of the bidder.
10. This contract will be governed by Dr. Nkosazana Dlamini-Zuma Municipality “Conditions of the Bid” only and not any conditions supplied by the bidder.
11. The bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.
12. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
13. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
14. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
15. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
16. No bid submitted by telefax, telegraphic or other electronic means will be considered.
17. Bids will be opened in public as soon as practicable after the closing time of bid and prices are made public at the time of opening bids.

## **B. DEMONSTRATIONS AND INSPECTIONS**

1. All bidders must be prepared to demonstrate where required, free of charge and obligation, at the Dr. Nkosazana Dlamini-Zuma Municipality or any other area within the boundary of the Dr. Nkosazana Dlamini-Zuma Municipality, any services offered in this bid.
2. Where officials are required to attend demonstrations or inspections outside the boundary of the Dr. Nkosazana Dlamini-Zuma Area, all costs to attend such demonstration must be borne by the bidder

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STRATEGY**

**SCOPE OF WORK**

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTRACT NO. PWBS-B033/20/21: APPOINTMENT OF CIVIL ENGINEERING  
CONSULTANT TO UNDERTAKE DESIGNS AND OVERSEE CONSTRUCTION**

## **1. SCOPE OF WORK**

### **1. UPGRADE OF UNDERBERG TOWN PHASE 1**

Underberg town is located in Ward 03 of Dr. Nkosazana Dlamini-Zuma Municipality. The town has a population of approximately 4150 with 675 households. The municipality has prioritized to upgrade Underberg Town Phase 1 consisting of the following upgrade as Phase 1.

**The scope of works involves the following:**

- Design ±285m x 1.5m wide concrete-lined V-drain
- Design ±150m long, 900mm concrete stormwater pipe
- Design ±50m long, 600mm concrete stormwater pipe
- Design Catchpits and Outlets
- Reinstatement of ±285m pavement layers to DOT standards in order to reshape parking to obtain fall as follows:
  - Box out 300mm and spoil
  - Rip and recompact insitu subgrade
  - construct 150mm thick C4 layer
  - construct 150mm thick G2 layer
  - Tack coat
  - 40mm continuously graded asphalt surface
- Demolition, reconstruction and realignment of existing kerb and channel
- Reinstatement of side walk
- Complying with Health and Safety
- Environmental Management issues
- Signage
- Prepare Feasibility Report
- Prepare 3D designs
- Prepare Construction Drawings
- Preparation of project plan/ program together with projected cash flow
- Monitoring during construction phase/ project management (Reporting on progress)
- Preparation of close out report

The Service Provider will be required to provide the services below:

# PHASE 1

## Stage 1

### 1. PLANNING, STUDIES, INVESTIGATIONS AND ASSESSMENTS

- (1) Consultation with the client or client's authorized representative.
- (2) Inspection of the site of the project.
- (3) Preliminary investigation, planning and a level of design appropriate to allow decisions on feasibility.
- (4) Consultation with authorities having rights or powers of sanctions.
- (5) Advice to the client as to regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the compilation of the report, and arranging for these to be carried out at the client's expense.
- (6) Searching for, obtaining, investigating and collating available data, drawings and plans relating to the works.
- (7) Investigating financial and economic implications relating to the proposals or feasibility studies.

Deliverables will typically include:

- Collation of information.
- Reports on technical and financial feasibility and related implications.
- List of consents and approvals.
- Schedule of required surveys, tests, analyses, site and other investigations.

### 2. NORMAL SERVICES

- (1) Assist in developing a clear project brief.
- (2) Attend project initiation meetings.
- (3) Advise on procurement policy for the project.
- (4) Advise on 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.

Deliverables will typically include:

- Agreed scope of services and scope of work.
- Signed agreement.
- Report on project, site and functional requirements.

## **STAGE 2 – CONCEPT AND VIABILITY (OFTEN CALLED PRELIMINARY DESIGN)**

- (1) Establish the concept design criteria.
- (2) Prepare initial concept design and related documentation.
- (3) Advise the client regarding further surveys, analyses, tests and investigations, which may be required.
- (4) Establish regulatory authorities' requirements and incorporate into the design.
- (5) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- (6) Establish access, utilities, services and connections required for the design.
- (7) Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- (8) Provide cost estimates and life cycle costs as required.
- (9) Liaise, co-operate and provide necessary information to the client.

Typical deliverables will include:

- Concept design.
- Schedule of required surveys, tests and other investigations and related reports.
- Process design.
- Preliminary design.
- Cost estimates as required.

### **STAGE 3 –**

#### **4. DESIGN DEVELOPMENT (ALSO TERMED DETAIL DESIGN)**

- (1) Incorporate client's and authorities detailed requirements into the design.
- (2) Prepare design development drawings including draft technical details and specifications.
- (3) Review and evaluate design and outline specification and exercise cost control.
- (4) Prepare detailed estimates of DESIGN cost.
- (5) Submit the necessary design documentation to local and other authorities for approval.

Typical deliverables will include:

- Design development drawings.
- Outline specifications.
- Local and other authority submission drawings and reports.
- Detailed estimates of DESIGN costs.

### **STAGE 4 –**

#### **4. DOCUMENTATION AND PROCUREMENT**

- (1) Prepare specifications and preambles for the works.
- (2) Accommodate services design.
- (3) Check cost estimates and adjust designs and documents if necessary to remain within budget.
- (4) Review designs, drawings and schedules for compliance with approved budget.
- (5) Assess samples and products for compliance and design intent.

Typical deliverables will include:

- Specifications.
- Services co-ordination.
- Working drawings.
- Budget DESIGN
- Priced contract documentation.

## Phase 2

### STAGE 5

#### 6. CONTRACT ADMINISTRATION AND INSPECTION

- (1) Attend site handover.
- (2) Issue DESIGN documentation in accordance with the documentation schedule including, long section details, cross section details, drainage, earthworks, markings and signage.
- (3) Carry out contract administration procedures in terms of the contract.
- (4) Prepare schedules of predicted cash flow.
- (5) Prepare proactive estimates of proposed variations for client decision making.
- (6) Attend regular site, technical and progress meetings.
- (7) Inspect works for conformity to contract documentation.
- (8) Adjudicate and resolve financial claims by contractor(s).
- (9) Assist in the resolution of contractual claims by the contractor.
- (10) Establish and maintain a financial control system.
- (11) Clarify details and descriptions during DESIGN as required.
- (12) Prepare valuations for payment certificates to be issued.
- (13) Witness and review of all tests and mock ups carried out both on and off site.
- (14) Check and approve contractor drawings for design.
- (15) Update and issue drawings register.
- (16) Issue contract instructions as and when required.
- (17) Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- (18) Inspect the works and issue practical completion and defects lists.
- (19) Arranging for the delivery of all test certificates, statutory and other approvals, as built drawings and operating manuals.

Typical deliverables will include:

- Predicted project program
- Schedule of predicted cash flow.
- DESIGN documentation.
- Drawing register.
- Estimates for proposed variations.
- Contract instructions.



- Financial control reports.
- Monthly progress reports
- Valuations for payment certificates.
- Progressive and draft final account(s).
- Practical completion and defects list.
- Test results and certificates of compliance.

## **STAGE 6 –**

### **1. IMPLEMENTATION OF PROJECT**

The appointed Service Provider is expected to undertake all Civil Engineering Designs, and construction of Asphalt Surfaced Roads.

## **STAGE 7**

### **7. CLOSE OUT**

- (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 documentations.
- (5) Conclude the final accounts where relevant.

Typical deliverables will include:

- Valuations for payment certificates.
- Works and final completion lists.
- Operations and maintenance manuals, guarantees and warranties.
- As-built drawings and documentation.
- Final accounts.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Schedule of consents and approvals.

### **8. ADDITIONAL SERVICES**

Establish boundary pegs for properties adjacent to the road to ensure that no encroachment into road servitude or into private properties.

## **9. CONSTRUCTION MONITORING**

**The consultant is required to conduct this stage at LEVEL 2 Construction monitoring (i.e. Normal service):**

The consulting engineer's staff shall:-

- i. Regularly visit the site at a frequency which may vary during the course of the project, and such visits may be daily or weekly, according to the demands of the project.
- ii. Regularly, review samples of materials and work procedures that may require more frequent visits than required for Level 1, for conformity to contract documentation, and review regular samples of important completed work prior to covering up, or on completion, as appropriate.
- iii. Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.

## **10. OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)**

- 10.1 The consulting engineer must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).
- 10.2 The consulting engineer must execute the duties of the client, as his appointed agent, as contemplated in the DESIGN Regulations to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

## **11. Expanded Public Works Program (EPWP) REQUIREMENTS**

The Service Provider is to assist the Municipality to ensure that the Municipality is able to comply with the requirements of the EPWP Programme, i.e. assist with the completion of the Municipality's Business Plan, beneficiary list, monthly reporting and other associated functions.

COGTA and the Dr. Nkosazana Dlamini Zuma Municipality requires that the successful service provider to undertake monthly presentations regarding progress on the projects, therefore it is important that the Service Provider on a monthly basis provides photographs, reports, etc. highlighting progress as well as completing the necessary close out reports when the project is complete.

## **SUBCONTRACTING AFTER AWARD OF TENDER**

1. A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ state
2. A person awarded a contract in relation to a designated sector may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold
3. A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher BBBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability to execute the subcontract.
4. Sub- Contracting For all procurements exceeding R 1 million at least 10% of the Procurement must be allocated to local sub-contractors.
- 5 For contract above R30 million, must subcontract a minimum of 30%.

## **PAYMENT OF SUB-CONTRACTORS OR JOINT VENTURE PARTNERS**

The Chief Financial Officer or an official designated by the Chief Financial Officer may consent to the direct payment of sub-contractors or joint venture partners by way of -

- (a) an approved cession; or
- (b) an agreement for direct payment.

RECOMMENDED BY:

  
\_\_\_\_\_  
**Mr. S. V Mngadi**  
**SENIOR MANAGER: PWBS**

APPROVED BY:

  
\_\_\_\_\_  
**MR. N.C. VEZI**  
**MUNICIPAL MANAGER**

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY**

**PUBLIC WORKS AND BASIC SERVICES DEPARTMENT**

**CONTRACT NO. PWBS-B033/20/21:**

**APPOINTMENT OF SERVICE PROVIDER TO DESIGN,  
OVERSEE AND IMPLEMENT UPGRADE OF UNDERBERG  
TOWN PHASE 1 USING TURNKEY STRATEGY**

**EVALUATION CRITERIA**

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTRACT NO. PWBS-B033/20/21: APPOINTMENT OF SERVICE PROVIDER TO  
DESIGN, OVERSEE AND IMPLEMENT UPGRADE OF UNDERBERG TOWN PHASE 1  
USING TURNKEY STRATEGY**

**EVALUATION CRITERIA**

**1. Evaluation Methodology**

The evaluated and adjudicated will be based on Prequalification, functionality and 80/20-point system

**2. First Stage of Evaluation: Compliance with Requirements**

The proposals will be checked to ensure that they comply with the requirements of the project document. In particular, the following documentation must be included in the Proposals:-

<b>COMPULSORY DOCUMENTS</b>	<b>TICK</b>
a) Tenderer owned property- original or certified copy of the tenderers latest municipal account statements e.g. rates, electricity, water, refuse etc.	
b) Tenderer is a tenant- original or certified copy of certificate from Landlord certifying that all tenants payments in respect of all municipal rates and taxes are paid up.	
c) Form of offer fully completed	
d) MBD 1,4,6,6.2, 8 and 9 fully completed	
e) CIDB Grading Certificate 5 CE or Higher	
f) Joint Venture Agreement (if necessary)	
g) Proof of registration with CSD- starting with (MAAA)	
h) The tenderer must sub-contract a minimum of 30% of the contract value to	
i) EMEs or QSEs which are 51% owned by either of the following: Blacks,	
j) Black women or Youth	

**NB: Failure to submit the above documents will automatically disqualify your bid.**

<b>DOCUMENTS TO BE SUBMITTED</b>	<b>TICK</b>
a) Proof of company registration	
b) Valid Tax clearance certificate (with your pin number print and attach on the document Tax Clearance Certificate)	
c) Certified BBBEE verification certificate for Preferential points claim or sworn affidavit	
d) Certified copies of Identification documents of all members/directors of the entity	
e) Proposed project implementation schedule	
f) Forms A,B, C ,D,E and F which will be used in the evaluation stage	

### 3. Second Stage of Evaluation: Functionality

The proposals will be assessed in terms of -

- **Relevant Experience** – that is relevant experience of the Company in carrying out similar projects. The maximum score for the relevant experience is **40 points**.
- **Key Personnel** – the qualification and experience of the proposed key personnel. The maximum score for the relevant experience is **40 points**.
- **Methodology** – the Company must demonstrate that he understands the scope of the project and the tasks required to effect its successful completion. The maximum score for the methodology is **20 points**.

A brief description of the scoring system is given below. A tabulated score sheet will be used in the evaluation.

#### 4. A) Points Scoring (Civil Consulting)

Key aspect of criterion	Basis for points allocation	Max. Points	Actual Score	Verification Method
<b>RELEVANT EXPERIENCE: Experience of the Company in carrying out similar projects (40)</b>				
Name of traceable reference with contact details to be included for verification	5 similar (Asphalt Surfacing of Roads) successful projects in the last 10 years	40		Bidder to submit appointment letter and reference letters
	4 similar (Asphalt Surfacing of Roads) successful projects in the last 10 years	30		Bidder to submit appointment letter and reference letters
	3 similar (Asphalt Surfacing of Roads) successful projects in the last 10 years	20		Bidder to submit appointment letter and reference letters
	2 similar (Asphalt Surfacing of Roads) successful projects in the last 10 years	10		Bidder to submit appointment letter and reference letters
	1 similar (Asphalt Surfacing of Roads) successful projects in the last 10 years	5		Bidder to submit appointment letter and reference letters
	No similar (Asphalt Surfacing of Roads) successful projects in the last 10 years	Non-responsive Tender		Nil

**KEY PERSONNEL: The qualification and experience of the proposed key personnel (40)**

It is essential that the Consultant provides suitably qualified personnel to carry out the project. Three key functions have been identified and the Proposal will be evaluated on the qualifications and experience of the personnel who will carry out these functions. The functions are:-

<b>Project Manager</b>	If PM has 10 years' experience and has completed similar projects in the capacity of Project Manager, and registered as professional PM(Diploma / Degree in Project management or Civil Engineering)	15		Certified copy of Qualification to be attached with detailed CV's, and certified copy of proof of registration with professional body PCPM/PPM/ECSA
	If PM has 5 years' experience and has completed similar projects in the capacity of Project Manager, and registered as professional PM(Diploma / Degree in Project management or Civil Engineering)	10		Certified copy of Qualification to be attached with detailed CV's, and certified copy of proof of registration with professional body PCPM/PPM/ECSA
	If PM has 2 years' experience and has completed similar projects in the capacity of Project Manager or lower level, and registered as professional PM(Diploma / Degree in Project management or Civil Engineering)	5		Certified copy of Qualification to be attached with detailed CV's, and certified copy of proof of registration with professional body PCPM/PPM/ECSA
	If PM is NOT registered with relevant body as Professional regardless of experience.	0		Nil
<b>Design Engineer/ Technologist</b>	If Designer has 10 years' experience and has completed similar projects in the capacity of a Designer, and registered as professional Eng./Tech	15		Certified copy of Qualification (Minimum NQF 7 in Civil Engineering Degree/ B-Tech) to be attached with detailed CV's, and certified copy of proof of registration with professional body ECSA as professional Engineer/Technologist.
	If Designer has 5 years' experience and has completed similar projects in the capacity of a Designer, and registered as	10		Certified copy of Qualification (Minimum NQF 7 in Civil Engineering

				certified copy of proof of registration with professional body ECSA as professional Engineer/Technologist.
	If Designer has 2 years' experience and has completed similar projects in the capacity of a Designer, and registered as professional Eng./Tech	5		Certified copy of Qualification (Minimum NQF 7 in Civil Engineering Degree/ B-Tech) to be attached with detailed CV's, and certified copy of proof of registration with professional body ECSA as professional Engineer/Technologist.
	If Designer is NOT registered with relevant body PR regardless of experience.	0		Nil
<b>Resident Engineer</b>	If RE has 10 years' experience and has completed similar projects.	10		Certified copy of Qualification (Minimum National Diploma in Civil Engineering) to be attached with detailed CV's.
	If RE has 8 years' experience and has completed similar projects.	8		Certified copy of Qualification (Minimum National Diploma in Civil Engineering) to be attached with detailed CV's.
	If RE has 5 years' experience and has completed similar projects.	5		Certified copy of Qualification (Minimum National Diploma in Civil Engineering) to be attached with detailed CV's.
	If RE has not completed similar projects in the last 5 years, regardless of other experience.	0		Nil

The Design Engineer / Technologist MUST be registered as Professional Engineers or Professional Engineering Technologists with the Engineering Council of South Africa (ECSA). Proof of registrations must be included in the Proposal. **The proposed Project Manager must be in the direct employment of the Consultant.**



**METHODOLOGY:** The proposal must demonstrate that the consulting engineering firm understands the challenges posed by project. Highlighting the number of project specific challenges indicated under each of the tasks listed below will be necessary to achieve maximum points for methodology. **(20)**

<b>Execution Method Statement relevant to the project</b>	Inception	5		Detailed Method statement to cover the key aspect of project Inception
	Planning	5		Detailed Method statement to cover the key aspect of project Planning
	Execution	5		Detailed Method statement to cover the key aspect of project Execution
	Monitoring, Execution and Closure	5		Detailed Method statement to cover the key aspect of project Monitoring, Evaluation and Closure.

**NOTE: If the Consultant scores less than 70% points for functionality, then the bid will be deemed non-responsive and will not be considered for further evaluation.**

## B) Functionality for (Contractor/ construction)

**NB: Only tenderers who will achieve a score of more than 70 points of the total available points will qualify for stage two of the evaluation.**

The criteria to be used to evaluate the proposals for functionality (stage 1) will be as follows:

### Points

1. Relevant Experience of Enterprise = 35
2. Experience of Key Personnel = 40
3. Availability of relevant plant and equipment resources = 25

KEY ASPECT OF CRITERION	BASIS FOR POINTS ALLOCATION	MAX POINTS	VERIFICATION METHOD
<b>Relevant Experience of the contractor in road construction</b>	<b>3 x completed</b> Asphalt Surfacing of Roads construction and rehabilitation projects) in the last 5 years. Bidders to submit a letter of appointment, completion certificate and Letter of reference.	<b>35</b>	Completion Certificate and Letter of reference
	<b>2 x completed</b> Asphalt Surfacing of Roads construction and rehabilitation projects) in the last 5 years. Bidders to submit a letter of appointment, completion certificate and Letter of reference.	20	Completion Certificate and Letter of reference
	<b>1 x completed</b> Asphalt Surfacing of Roads construction and rehabilitation projects) in the last 5 years. Bidders to submit a letter of appointment, completion certificate and Letter of reference.	10	Completion Certificate and Letter of reference
<b>Qualifications and CV's of Contracts Manager</b>	National Diploma in Civil Engineering or Project Management with <b>3 years' experience</b> in Asphalt Surfacing of Roads Construction and rehabilitation of Asphalt Surfacing of Roads	<b>10</b>	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or Project Management with <b>2 years' experience</b> in Asphalt Surfacing of Roads Construction and rehabilitation of Asphalt Surfacing of Roads	7	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or Project Management with <b>1 year experience</b> in Asphalt Surfacing of Roads Construction and rehabilitation of Asphalt Surfacing of Roads	5	Certified copy of qualification to be attached with detailed CV

<b>Qualifications and CV's of Site Agent</b>	National Diploma in Civil Engineering with <b>3 years' experience</b> in Asphalt Surfacing of Roads Construction and rehabilitation of Asphalt Surfacing of Roads	<b>15</b>	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering with <b>3 years' experience</b> in Asphalt Surfacing of Roads Construction and rehabilitation of Asphalt Surfacing of Roads	10	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering with <b>3 years' experience</b> in Asphalt Surfacing of Roads Construction and rehabilitation of Asphalt Surfacing of Roads	5	Certified copy of qualification to be attached with detailed CV
<b>Qualifications and CV's of Site Foreman</b>	10 or more years of experience in Asphalt Surfacing of Roads s and rehabilitation of Asphalt Surfacing of Roads	<b>15</b>	Detailed CV to be attached with clear experience and reference
	5- 9 years of experience in Asphalt Surfacing of Roads s and rehabilitation of Asphalt Surfacing of Roads	10	Detailed CV to be attached with clear experience and reference
	1-4 more years of experience in Asphalt Surfacing of Roads s and rehabilitation of Asphalt Surfacing of Roads	5	Detailed CV to be attached with clear experience and reference
<b>Availability of relevant plant and equipment ( Resources)</b>	If the <b>bidder owns</b> all the required construction plant and equipment for construction of Asphalt Surfacing of Roads ( <b>Tipper Truck, TLB, Grader or Excavator, concrete mixture, water cart, roller</b> ). ( proof of ownership e.g logbook)	<b>25</b>	Proof of ownership of all the required plant and Equipment, e.g Logbooks and proof of purchase
	If the <b>bidder owns some</b> of the plant & Equipment <b>and will hire the other</b> required plant & Equipment for construction of Asphalt Surfacing of Roads ( <b>Tipper Truck, TLB, Grader or Excavator, concrete mixture, water cart, roller</b> ). ( proof of ownership e.g logbook and pro-forma agreement with plant hire)	15	Proof of ownership of all the required plant and Equipment, e.g Logbooks and proof of purchase + Pro-forma agreement with plant hire
	If the bidder will hire all the required plant and equipment for the construction of Asphalt Surfacing of Roads ( <b>Tipper Truck, TLB, Grader or Excavator, concrete mixture, water cart, roller</b> ). ( pro-forma agreement with plant hire)	10	Pro-forma agreement with plant hire

## 5. The Third Evaluation stage: Calculation of Price and BBEE Verification Status points

**Price:** The formula will be used to calculate the price points. A maximum of 80 points will be awarded for price

**Preference:** The applicable table will be used to allocate preference points. A maximum of 20 points will be allocated for B-BBEE status level 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

## 6. Summary

In summary, the points system for the evaluation of the technical proposal in terms of Functionality, Price and BBEE Verification Points is as below

**Note: If the Service Provider scores less than 70% points for functionality on both Consultancy and Contractor, then the bid will be deemed no-responsive and will not be considered for further evaluation.**

### Price and Preference

- Price **80 points**
- B-BBEE verification status **20 points**
- Total **100 points**

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY**

**PUBLIC WORKS AND BASIC SERVICES DEPARTMENT**

**CONTRACT NO. PWBS-B033/20/21:**

**APPOINTMENT OF SERVICE PROVIDER TO DESIGN,  
OVERSEE AND IMPLEMENT UPGRADE OF  
UNDERBERG TOWN PHASE 1 USING TURNKEY  
STRATEGY OF**

**FORMS TO BE COMPLETED BY THE BIDDER**

<u>Description</u>	<u>Page</u>
14. Form A: Certificate of consultant's attendance at the clarification meeting .....	2
15. Form B: Certificate of authority for signatory .....	2
16. Form C: Relevant Experience .....	2
17. Form D: Key Personnel.....	2
18. Form E: Methodology.....	5
19. Form F: Proof of professional indemnity insurance.....	2
20. Form G: Proposed Subcontracting .....	1

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTRACT NO. PWBS-B033/20/21: APPOINTMENT OF SERVICE PROVIDER TO  
DESIGN, OVERSEE AND IMPLEMENT UPGRADE OF UNDERBERG TOWN PHASE 1  
USING TURNKEY STRATEGY**

**FORM B: CERTIFICATE OF AUTHORITY FOR SIGNATURE**

**1. CONSULTANT**

1.1 A "Certificate of Authority" to sign all documents in connection with this proposal and any contract or agreement which may arise there from, duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached to this page. An example is given below.

**2. JOINT VENTURE**

2.1 The document of formation of the Joint Venture shall be attached to this page.

2.2 A "Certificate of Authority" to sign all documents in connection with this Bid and any contract or agreement which may arise there from, duly signed and dated, shall be provided by the Boards of Directors of each member of the Joint Venture and shall be attached to this page.

**EXAMPLE OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY**

"By resolution of the board of directors passed at a meeting held on .....

Mr/Ms....., whose signature appears below, has been duly authorized

to sign all documents in connection with this Request for Proposals and any contract which may arise there from on behalf of

(Name of company or JV - block capitals) .....

SIGNED ON BEHALF OF THE COMPANY: .....

IN HIS/HER CAPACITY AS: .....

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1. ....

2. ....

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTRACT NO. PWBS-B033/20/21: APPOINTMENT OF SERVICE PROVIDER TO  
DESIGN, OVERSEE AND IMPLEMENT UPGRADE OF UNDERBERG TOWN PHASE 1  
USING TURNKEY STRATEGY**

**FORM C1: RELEVANT EXPERIENCE (Consultant)**

The Bidder shall enter in the spaces provided below a list of relevant Asphalt Surfacing Projects. This information is deemed to be material to the award of the contract and is taken into account in the calculation of the adjudication points. Consulting Engineers need to only provide details of projects of a similar size and nature carried out in the past 10 years. It is essential that full details of the projects and of the Employer / Engineer references be provided in order for the projects to be evaluated and points awarded.

The date of the certificate of completion must be provided.

Failure to provide the necessary information will compromise the proposal.

Employer (Name, Tel. No. or Fax No.)	Details of Project	Value of Work (fees)	Year
Client:..... Person:..... Tel:..... Fax:.....			
Client:..... Person:..... Tel:..... Fax:.....			
Client:..... Person:..... Tel:..... Fax:.....			



**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
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USING TURNKEY STRATEGY**

**FORM C1: RELEVANT EXPERIENCE (Continued)**

Employer (Name, Tel. No. or Fax No.)	Details of Project	Value of Work (fees)	Year
Client:..... Person:..... Tel:..... Fax:.....			
Client:..... Person:..... Tel:..... Fax:.....			
Client:..... Person:..... Tel:..... Fax:.....			

**SIGNED ON BEHALF OF THE SERVICE PROVIDER**

.....

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTRACT NO. PWBS-B033/20/21: APPOINTMENT OF SERVICE PROVIDER TO  
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USING TURNKEY STRATEGY**

**FORM C2: RELEVANT EXPERIENCE (Contractor)**

The Bidder shall enter in the spaces provided below a list of relevant Asphalt Surfacing Projects. This information is deemed to be material to the award of the contract and is taken into account in the calculation of the adjudication points. Contractor need to only provide details of projects of a similar size and nature carried out in the past 10 years. It is essential that full details of the projects and of the Employer / Engineer references be provided in order for the projects to be evaluated and points awarded.

The date of the certificate of completion must be provided.

Failure to provide the necessary information will compromise the proposal.

Employer (Name, Tel. No. or Fax No.)	Details of Project	Value of Work (fees)	Year
Client:..... Person:..... Tel:..... Fax:.....			
Client:..... Person:..... Tel:..... Fax:.....			
Client:..... Person:..... Tel:..... Fax:.....			

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTRACT NO. PWBS-B033/20/21: APPOINTMENT OF SERVICE PROVIDER TO  
DESIGN, OVERSEE AND IMPLEMENT UPGRADE OF UNDERBERG TOWN PHASE 1  
USING TURNKEY STRATEGY**

**FORM C2: RELEVANT EXPERIENCE (Continued)**

Employer (Name, Tel. No. or Fax No.)	Details of Project	Value of Work (fees)	Year
Client:..... Person:..... Tel:..... Fax:.....			
Client:..... Person:..... Tel:..... Fax:.....			
Client:..... Person:..... Tel:..... Fax:.....			

**SIGNED ON BEHALF OF THE SERVICE PROVIDER**

.....

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTRACT NO. PWBS-B033/20/21: APPOINTMENT OF SERVICE PROVIDER TO  
DESIGN, OVERSEE AND IMPLEMENT UPGRADE OF UNDERBERG TOWN PHASE 1  
USING TURNKEY STRATEGY**

**FORM D 1: KEY PERSONNEL (Consultant)**

Consultants shall enter in the table below information in respect of the key personnel who will be engaged on the project. Abbreviated Curricula Vitae, which specifically address the questions posed in the Point Scoring Check for Functionality, including the relevant certificates, to support the stated information must be included in the proposal together with a copy of this form.

<b>Designation</b>	<b>Name</b>	<b>Qualification</b>	<b>Years' Experience</b>	<b>ECSA Registration Number</b>
Project Manager				
Design Engineer or Technologist				
Resident Engineer				

**SIGNED ON BEHALF OF THE SERVICE PROVIDER**

.....

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTRACT NO. PWBS-B033/20/21: APPOINTMENT OF SERVICE PROVIDER TO  
DESIGN, OVERSEE AND IMPLEMENT UPGRADE OF UNDERBERG TOWN PHASE 1  
USING TURNKEY STRATEGY**

**FORM D 2: KEY PERSONNEL (Contractor)**

Consultants shall enter in the table below information in respect of the key personnel who will be engaged on the project. Abbreviated Curricula Vitae, which specifically address the questions posed in the Point Scoring Check for Functionality, including the relevant certificates, to support the stated information must be included in the proposal together with a copy of this form.

<b>Designation</b>	<b>Name</b>	<b>Qualification</b>	<b>Years' Experience</b>
Contract Manager			
Site Agent			
Foreman			

**SIGNED ON BEHALF OF THE SERVICE PROVIDER**

.....

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTRACT NO. PWBS-B033/20/21: APPOINTMENT OF SERVICE PROVIDER TO  
DESIGN, OVERSEE AND IMPLEMENT UPGRADE OF UNDERBERG TOWN PHASE 1  
USING TURNKEY STRATEGY**

**FORM E: METHODOLOGY**

The Bidder shall confirm, by completing and signing this form that he fully understands the scope of the professional services required and the procedure to be used for evaluating the methodology contained in his Proposal. The Consultant shall list the aspects of the project covered by his methodology in the table below. Further amplification may be made in a separate, maximum 3-page submission.

ITEM	DESCRIPTION

**SIGNED ON BEHALF OF THE SERVICE PROVIDER.....**

INITIAL.....

38

COMPANY NAME.....

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTRACT NO. PWBS-B033/20/21: APPOINTMENT OF SERVICE PROVIDER TO  
DESIGN, OVERSEE AND IMPLEMENT UPGRADE OF UNDRBERG TOWN PHASE 1  
USING TURNKEY STRATEGY**

**FORM F: PROOF OF PROFESSIONAL INDEMNITY**

The Bidder shall attach to this page proof of his professional indemnity insurance showing the scope of that insurance. The PI insurance shall be valid until the anticipated end of the design and Bid stage.

In the case of a joint venture or consortium, each party shall prove its professional indemnity insurance.

Further proof of insurance shall be provided for the construction stage.

In the event of annual insurance policy certificates being issued, updated proof shall be supplied to the Employer as required.

If the required information is not provided, then the Bid may be deemed to be non-responsive and therefore rejected.

**SIGNED ON BEHALF OF THE SERVICE PROVIDER:** .....

INITIAL.....

COMPANY NAME.....

**FORM G: PROPOSED SUBCONTRACTORS( Pre-qualification)**

The tenderer must sub-contract a minimum of 30% of the contract value to EMEs or QSEs which are 51% owned by Black women and youth. Subcontract is not limited to one service provider.

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

**NB: Tender must include the following information for proposed Subcontractors**

- CSD report, CIDB certificate or CIRS number and tax compliance status form

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	ESTIMATED AMOUNT TO BE SUBCONTRACTED

SIGNATURE: ..... DATE .....

(of person authorised to sign on behalf of the Tenderer)



## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
3. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
4. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**PRICING SCHEDULE  
(Professional Services)**

Name of Bidder: _____	Bid Number: _____
Closing Time: _____	Closing Date: _____

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM CURRENCY NO.	DESCRIPTION	BID PRICE IN RSA  (INCLUDING VAT)
-------------------------	-------------	---

1. The accompanying information must be used for the formulation of proposals
2. Bidders are required to indicate a price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

R\_\_\_\_\_

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>□</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, 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 authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state<sup>□</sup> **YES**  
/ **NO**

3.6.1 If so, furnish particulars.  
.....  
.....

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

If so, furnish particulars.

□  
□ MSCM Regulations: "in the service of the state" means to be –  
3.7 a member of –  
1. any municipal council;  
2. any provincial legislature; or  
3. the national Assembly or the national Council of provinces;

3.8 a member of the board of directors of any municipal entity;  
3.9 an official of any municipality or municipal entity;  
3.10 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);  
3.11 a member of the accounting authority of any national or provincial public entity; or  
3.12 an employee of Parliament or a provincial legislature.

INITIAL..... 43 COMPANY NAME.....

.....  
.....  
4.1 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**

3.8.1 If so, furnish particulars.

.....  
.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.9.1 If so, furnish particulars

.....  
.....

3.10. Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.10.1 If so, furnish particulars.

.....  
.....

3.11. Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.11.1 If so, furnish particulars.

.....  
.....

**CERTIFICATION**

**I, THE UNDER SIGNED (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 2011 WAS AMENDED TO ALIGN WITH NEW B-  
BBEE CODES OF GOOD PRACTICE IN THE 2017 REGULATIONS  
PURCHASES**

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

**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; and
- the 90/10 system for requirements with a Rand value above R50 000 000.

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

1.5. 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. GENERAL DEFINITIONS**

2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

INITIAL.....

46

COMPANY NAME.....

2.2 **“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, works or services.

2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.

2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.5 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.

2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.13 **“Person”** includes reference to a juristic person.

2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

2.16 **“Sub-contracting”** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. **ADJUDICATION USING A POINT SYSTEM**

3.1 The bidder obtaining the highest number of points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis.

3.3 Points scored will be rounded off to 2 decimal places.

3.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

**4. POINTS AWARDED FOR PRICE**

**4.1 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<sub>s</sub> = Points scored for price of bid under consideration

P<sub>t</sub> = Rand value of bid under consideration

P<sub>min</sub> = Rand value of lowest acceptable bid

- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- 6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by each entity, to be entitled to preference points in respect of BEE.
- 6.6 A person awarded a contract as a result of preference for contracting with, may not subcontract more than 25% of the value of the contract to a person who is not an BEE compliant or does not qualify for the same number or more preference for BEE.

**7. BID DECLARATION**

- 7.1 Bidders who claim points in respect of BEE must complete the Bid Declaration at the end of this form.

**8. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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**9. COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]



**10. MUNICIPAL INFORMATION  
(DISCTRICT MUNICIPALITY ACCOUNT) \*WATER AND SANITATION ACCOUNT**

District Municipality where business is situated: .....

Registered Account No: .....

Stand No: .....

**(LOCAL MUNICIPALITY ACCOUNT) \*RATES, REFUSE, ELECTRICTY ACCOUNTS**

Local Municipality where business is situated: .....

Registered Account No: .....

Stand No: .....

**11 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?  
.....**

**12 Consortium / Joint Venture**

**12.1** In the event that preference points are claimed for BEE members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of joint venture or consortium partner (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the Joint Venture or Consortium partner

**12.2** I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the BEE status, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The BEE status claimed is 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 paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -

INITIAL.....

COMPANY NAME.....

- (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
- (b) 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;

**WITNESSES:**

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

..... Signature(s) of bidders
----------------------------------

**MBD 6.2**

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>Steel Products and Components</b>	
• Reinforcing Bars	100%
<b>Plastic Pipe</b>	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY: (Procurement Authority / Name of Institution):**  
 .....

**NB**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
 do hereby declare, in my capacity as .....  
 of .....(name of bidder entity), the  
 following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

INITIAL.....

53

COMPANY NAME.....

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e)

(f) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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

- 2.12. This Municipal Bidding Document must form part of all bids invited.
- 2.13. 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.
- 2.14. The bid of any bidder may be rejected if that bidder, or any of its directors have:
3. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  4. been convicted for fraud or corruption during the past five years;
  5. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  6. been listed in the Register for bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 2.15. 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	<p>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?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for bid Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

INITIAL.....

55

COMPANY NAME.....

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:		
<b>Item</b>		<b>Question</b>	
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:		

**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**

INITIAL.....

56

COMPANY NAME.....



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: \_\_\_\_\_ that:  
(Name of Bidder)

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- prices; geographical area where product or service will be rendered (market allocation)
- (a) methods, factors or formulas used to calculate prices;
  - (b) the intention or decision to submit or not to submit, a bid;
  - (c) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (d) 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

**PARTICULARS OF BIDDER**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

Name of Bidder: \_\_\_\_\_

Postal Address \_\_\_\_\_

\_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number Code \_\_\_\_\_ Number \_\_\_\_\_

Cellphone Number \_\_\_\_\_

Facsimile Number Code \_\_\_\_\_ Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Company / Enterprise Income Tax  
Reference Number: \_\_\_\_\_

Has an original Tax Clearance Certificate been attached (MBD2) **YES / NO**

Vat Registration  
Number \_\_\_\_\_

Company Registration No \_\_\_\_\_

\_\_\_\_\_

Is the Firm registered or does it have a Business Licence(s): (Tick one box)

YES  NO

If YES, give details and quote relevant Reference numbers and dates

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

Are you the accredited Representative in South Africa for the  
Goods / services offered by you?

YES/NO (If YES enclose proof)

**AN ORIGINAL TAX CLEARANCE CERTIFICATE OR TAX PIN MUST BE ATTACHED TO  
YOUR BID.**

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Duly authorized to sign on behalf of: \_\_\_\_\_

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**ENQUIRY CONTACT DETAILS**

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

MUNICIPALITY: DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
DEPARTMENT: FINANCE: SCM  
CONTACT PERSON: MISS. N. HOLIWE  
  
TEL: 039 833 1038  
FAX: 039 833 1179  
Email : holiwen@ndz.gov.za

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT: PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTACT PERSON: MR. S.V Mngadi  
  
TEL: 039 833 1038  
FAX: 039 833 1179  
Email : mngadis@ndz.gov.za

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY**

**PUBLIC WORKS AND BASIC SERVICES DEPARTMENT**

**CONTRACT NO. PWBS-B033/20/21:**

**APPOINTMENT OF SERVICE PROVIDER TO DESIGN,  
OVERSEE AND IMPLEMENT UPGRADE OF  
UNDERBERG TOWN PHASE 1 USING TURNKEY  
STRATEGY**

**PRICING SCHEDULE**

INITIAL.....

63

COMPANY NAME.....

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTRACT NO. PWBS-B033/20/21: APPOINTMENT OF CIVIL ENGINEERING  
CONSULTANT TO UNDERTAKE DESIGNS AND OVERSEE CONSTRUCTION**

**1. SERVICE PROVIDER ARE REQUIRED TO POPULATE THE TABLE BELOW FOR THE FEES THAT WILL BE CHARGED ON THE PROJECT**

**1. UPGRADE OF UNDERBERG TOWN PHASE 1**

<b>DESCRIPTION OF SERVICE</b>	<b>COST ESTIMATE</b>
<b>Professional Fees</b>	
<b>Disbursements</b>	
Engineering Survey	
Geotechnical Investigation	
EIA and Environment Management	R85 000-00
Supervision (Level 2 according to ECSA)	
Travelling (100km from Creighton)	
Consumables (stationery etc)	
<b>Subtotal (Professional Fees &amp; Disbursements)</b>	
<b>Construction cost include P&amp;G's and CLO</b>	
<b>Contingencies @ 10%</b>	
<b>Subtotal (Prof + Disburs + Construction + Contingencies cost)</b>	
Add 15% VAT	
<b>TOTAL (</b>	

**1. Fees should include cost for supervision, design, preparation of bid documents and evaluation of bids, preparation of as built drawings etc and Actual Construction. Supervision should be full time (level 2).**

**2. Additional services will be executed upon approval of the municipality and the consultant will be required to obtain three quotations.**

**3. Local Labour rate minimum of R150/per task/day and CLO rate R4000/month.**

INITIAL.....

64

COMPANY NAME.....



# **SPECIAL TERMS AND CONDITIONS RELATING TO THE APPOINTMENT OF CONSULTING ENGINEERS**

## **(CIVIL, ELECTRICAL, STRUCTURAL AND MECHANICAL)**

### **1. GENERAL CONDITIONS OF APPOINTMENT:**

The general conditions of appointment shall be the standard terms and conditions contained in the main body of the Agreement to which this Annexure is appended.

### **2. SERVICES TO BE RENDERED:**

The services to be rendered shall be the services as described in the latest applicable edition of the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act, 2000, Act No 46 of 2000, as published in the Government Gazette:

- o Preliminary Design Stage
- o Design and Tender Stage
- o Working Drawings
- o Construction Stage
- o Completion of Services

### **3. REMUNERATION OF CONSULTING ENGINEER:**

#### **Engineering Fees**

##### Percentage Basis Fees

Percentage Basis Fees shall be in accordance with the latest applicable version of the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act, 2000, Act No 46 of 2000, as published by the ECSA (Engineering Council of South Africa).

##### Time Basis Fees:

Time Basis fees shall be in accordance with table 7 of the latest applicable indicative time based fee rates published by the ECSA.

#### **Reimbursable Expenses**

##### General Expenses:

General expenses reasonably incurred by the Consulting Engineer shall be reimbursed in accordance with Tables 1 and 2 of the latest relevant version of the "Rates for Reimbursable Expenses" as published by the National Department of Public Works.

Services rendered by outside suppliers shall be claimed as per the invoice rendered by the supplier and shall be subject to a 10% surcharge.

Traveling Expenses – Kilometre:

The office of appointment shall be the registered offices of the consultant. Only traveling between the said office and the project site, shall be claimable on a kilometer basis in accordance with Table 3 of the relevant latest version of the “Rates for Reimbursable Expenses” as published by the National Department of Public Works.

Traveling Expenses – Time

Fees will be payable for traveling time at the full hourly tariff.

Subsistence Allowance:

Subsistence allowances will be reimbursed in accordance with Table 4 of the relevant latest version of the “Rates for Reimbursable Expenses” as published by the National Department of Public Works.

Construction Monitoring Staff:

The Dr Nkosazana Dlamini Zuma Municipality shall approve all staff prior to making any payments in respect of site staff. Approved site staff shall be reimbursed in accordance with Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act, 2000, Act No 46 of 2000, Clause 2.2.2 (d) for level 2 supervision.

**4. PROGRESS PAYMENTS:**

The progress payments on fees will be claimable in accordance with the following:

Preliminary Design Stage:

The Consulting Engineer shall be entitled to **20%** of the total approved fee.

The fees for this stage shall be claimable once the Business Plan and Technical Report have been approved by the Dr Nkosazana Dlamini Zuma Municipality Project Manager, Funding Agent and the Consulting Engineer had submitted his progress report.

Detailed Design and Tender Stage:

The Consulting Engineer shall be entitled to **20%** of the total approved fee. The fees for this stage shall be claimable once the Consulting Engineer has submitted a detailed project design (report with detailed drawings) and a draft tender document to the Dr Nkosazana Dlamini Zuma Municipality and has submitted his progress reports, and on approval of the design report and draft tender document by the Dr Nkosazana Dlamini Zuma Municipality.

Working Drawings:

The Consulting Engineer shall be entitled to a further **10%** of the total approved fee.

The fees for this stage shall be claimable once the Consulting Engineer has submitted working drawings to the Contractor and had submitted his progress report, and only once the Dr Nkosazana Dlamini Zuma Municipality is satisfied that the working drawings are available.

Construction Stage:

The Consulting Engineer shall be entitled to an additional **35%** of the total approved fee.

Progress payments shall be made on a pro-rata basis, based on the actual construction cost according to the progress made with the project and provided that the Consulting Engineer's fee shall not exceed **85%** of the total approved percentage fee for the project, and provided that the Consulting Engineer submits monthly progress reports as required by the Dr Nkosazana Dlamini Zuma Municipality.

Commissioning Stage:

The Consulting Engineer shall be entitled to the remaining **15%** of the to the fee budget, based on the actual construction stage.

The fees for this stage shall be claimable once the Consulting Engineer has submitted to the Dr Nkosazana Dlamini Zuma Municipality, the record drawings and manuals for the project, as well as completion certificates, and once the Dr Nkosazana Dlamini Zuma Municipality has approved the record drawings and manuals for the project.

**5. REPORTING:**

The standard monthly and other progress reports, as required by the Funding Agent, will be deemed part of the normal scope of work. The Dr Nkosazana Dlamini Zuma Municipality may also require Consulting Engineers to attend progress meetings from time to time, which shall also be deemed to be part of the normal scope of the work. All items deemed part of the normal scope of the work shall be deemed covered in the percentage basis fees

**6. TARGETTED PROCUREMENT REQUIREMENTS:**

The targeted Procurement Polices and documents issued by National Treasury shall be applicable, and shall be implemented in accordance with the relevant Acts of Parliament.

The Consulting Engineer shall ensure that the Tender Documents and Tender Adjudication process is overseen and approved by the Dr Nkosazana Dlamini Zuma Municipality.

Targeted procurement goals in respect of affirmable business enterprises, local materials and local labour will be as stated in the project Business Plan, as approved by the Dr Nkosazana Dlamini Zuma Municipality and the Funding Agent.

**7. DESIGN AND CONSTRUCTION STANDARDS:**

The Consulting Engineer shall ensure that the necessary skill and diligence is applied when designing the proposed infrastructure and to ensure that the construction standards are achieved during the implementation of the project.

The design criteria shall be in accordance with the "Guidelines for Engineering Services and Amenities" as published by the CSIR, Division of Building Technology, or where the said standards are not applicable or where otherwise indicated by the Dr Nkosazana Dlamini Zuma Municipality, the standards as prescribed by the Dr Nkosazana Dlamini Zuma Municipality shall be used. For water and sanitation services, the design criteria as published by the Department of Water Affairs shall be applicable. The design standards shall be in accordance with SABS 1200 specifications, unless otherwise instructed by the Dr Nkosazana Dlamini Zuma Municipality. The minimum standards and criteria shall be that specified by the Department of Housing and Local Government.

All contracts shall be implemented making use of the latest applicable version of the "General Conditions of Contract for Works of Civil Engineering Construction" as jointly issued by the Federation of Civil Engineering Contractors, the South African Institution of Civil Engineers and the South African Association of Consulting Engineers, unless otherwise instructed by the Dr Nkosazana Dlamini Zuma Municipality.

All measures shall be done in accordance with the "Standard system of measurement of Civil Engineering Quantities for South Africa", unless otherwise instructed by the Dr Nkosazana Dlamini Zuma Municipality.

**I/WE ACCEPT THE CONDITIONS OF THE TERMS OF REFERENCE AS SET OUT ABOVE BY THE MUNICIPALITY AND CONFIRM THAT WE/I HAVE READ AND UNDERSTOOD THEM.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

INITIAL.....

COMPANY NAME.....

**AGREEMENTS AND CONTRACT DATA**

**FORM OF OFFER AND ACCEPTANCE**

**A: Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

**TENDER NO: PWBS – B033/20/21 UPGRADE OF UNDERBERG TOWN PHASE 1**

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this apart of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS**

.....  
.....  
.....Rand (in words);

**R.....(in figures),**

This offer may be accepted by the employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

**Signature:** .....

**Name: (in capitals)** .....

**Capacity of Signatory:**.....

**Name of Tenderer (organisation):**.....

**Address:** .....

**Tel:** ..... **Fax:** .....

**Witness:**

**Signature:** ..... **Name:** .....

**Date:** .....

**Failure to complete and sign this form will invalidate your bid**

**B: Acceptance**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement, between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in

- Pricing data

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, ***this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document***, including the schedule of deviations (if any). Unless the tenderer within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**Signature:** .....

**Name: (in capitals)** .....

**Capacity:** .....

**Name of Employer (organization):** .....

**Address:** .....

.....

.....

**Witness:**

**Signature:** ..... **Name:** .....

**Date:** .....

## CONDITIONS OF CONTRACT

INITIAL.....

71

COMPANY NAME.....

Contract No. \_\_\_\_\_

Name of Contract: \_\_\_\_\_

\_\_\_\_\_

**entered into between**

Name of Institution

\_\_\_\_\_

herein represented by \_\_\_\_\_

in his/her capacity as \_\_\_\_\_

**and**

Name of Vendor

\_\_\_\_\_

Registration Number

\_\_\_\_\_

herein represented by \_\_\_\_\_

in his/her capacity as \_\_\_\_\_

and duly authorized by resolution dated \_\_\_\_\_

a copy of which is annexed hereto marked \_\_\_\_\_



**TABLE OF CONTENTS**

<b>TABLE OF CONTENTS</b> .....	73
<b>Section A</b> .....	74
<b>General Conditions of Contract</b> .....	74
<b>1. Definitions</b> .....	74
<b>2. Application</b> .....	76
<b>3. General</b> .....	77
<b>4. Standards</b> .....	77
<b>5. Use of Contract Document and Information; Inspection</b> .....	77
<b>6. Patent Rights</b> .....	78
<b>7. Performance Security</b> .....	78
<b>8. Inspection, Tests and Analysis</b> .....	79
<b>9. Packaging</b> .....	80
<b>10. Delivery and Documents</b> .....	80
<b>11. Insurance</b> .....	80
<b>12. Transportation</b> .....	81
<b>13. Incidental Services</b> .....	81
<b>14. Spare Parts</b> .....	81
<b>15. Warranty</b> .....	82
<b>16. Payment</b> .....	83
<b>17. Prices</b> .....	83
<b>18. Contract Amendments</b> .....	83
<b>19. Assignment</b> .....	84
<b>20. Subcontractors</b> .....	84
<b>21. Delay in Vendor's Performance</b> .....	84
<b>22. Penalties</b> .....	85
<b>23. Termination for Default</b> .....	85
<b>24. Anti-Dumping and Countervailing Duties and Rights</b> .....	87
<b>25. Force Majeure</b> .....	87
<b>26. Termination on Insolvency</b> .....	88
<b>27. Settlement of Disputes</b> .....	88
<b>28. Limitation of Liability</b> .....	88
<b>29. Governing Language</b> .....	89
<b>30. Applicable Law</b> .....	89
<b>31. Notices</b> .....	89
<b>32. Taxes and Duties</b> .....	89
<b>33. National Industrial Participation Programme</b> .....	89
<b>34. Prohibition of Restrictive Practices</b> .....	90

# Section A

## General Conditions of Contract

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the Purchaser and the Vendor, 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 Vendor 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 with 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 consignee’s 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 Vendor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **”Force majeure”** means an event beyond the control of the Vendor and not involving the Vendor’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 Vendor 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 Vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 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/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 Institution purchasing the goods/works and/or service.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 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 Vendor covered under the contract.
- 1.25 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but **excluding immovable property**, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific Vendors, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).

### **4. Standards**

- 4.1 The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5. Use of Contract Document and Information; Inspection**

- 5.1 The Vendor 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 Vendor 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.
- 5.2 The Vendor 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 Vendor's performance under the contract if so required by the Purchaser.
- 5.4 The Vendor shall permit the Purchaser to inspect the Vendor's records relating to the performance of the Vendor and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

5.5 The Vendor 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. Patent Rights**

6.1 The Vendor 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.

## **7. Performance Security**

7.1 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Vendor's failure to complete his obligations under the contract.

7.2 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.

7.3 The performance security will be discharged by the Purchaser and returned to the Vendor not later than thirty (30) days following the date of completion of the Vendor's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspection, Tests and Analysis**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the Vendor.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Vendor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the Vendor's cost and risk. Should the Vendor fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.

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 23 of GCC.

## **9. Packaging**

9.1 The Vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

## **10. Delivery and Documents**

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

10.2 Documents to be submitted by the Vendor are specified in SCC.

## **11. Insurance**

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 in the SCC.



**12. Transportation**

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

**13. Incidental Services**

13.1 The Vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- 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 Vendor of any warranty obligations under this contract;
- e) training of the Purchaser’s personnel, at the Vendor’s plant; and /or
- f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the Vendor 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 Vendor for similar services.

**14. Spare Parts**

14.1 Specified in SCC, the Vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Vendor:

a) such spare parts as the Purchaser may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor 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 Vendor 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 Vendor 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 Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Vendor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.

15.5 If the Vendor, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.

## **16. Payment**

16.1 The method and conditions of payment to be made to the Vendor under this contract shall be specified in SCC.

16.2 The Vendor 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 Vendor.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

## **18. Contract Amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

19.1 The Vendor shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser’s prior written consent.

**20. Subcontractors**

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

**21. Delay in Vendor’s Performance**

21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor 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 Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Vendor 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 Vendor’s notice, the Purchaser shall evaluate the situation and may at his discretion extend the Vendor’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the Vendor’s point of supply is not situated at or near the place the supplies are required or the Vendor’s supplies or goods are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of penalties,

pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the Purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the Vendor'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 Vendor.

**22. Penalties**

22.1 Subject to GCC Clause 25, if the Vendor fails to deliver any or all of the goods/works and/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/works and/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 Vendor, may terminate this contract in whole or in part:

- a) if the Vendor 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 Vendor fails to perform any other obligation(s) under the contract; or
- c) if the Vendor, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the Purchaser terminates the contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate,

goods/works and/or services similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Vendor 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 Vendor by prohibiting such Vendor 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 Vendor or any person associated with the Vendor, the Vendor 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 Vendor fail to respond within the stipulated fourteen (14) days the Purchaser may regard the intended penalty as not objected against and may impose it on the Vendor.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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 Vendor 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 Vendors or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person

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

## **24. Anti-Dumping and Countervailing Duties and Rights**

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

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor 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 as a result of an event of Force Majeure.

25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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 on Insolvency**

26.1 The Purchaser may at any time terminate the contract by giving written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, 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 Vendor 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 Vendor 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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 Vendor any monies due the Vendor.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

a) the Vendor 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 Vendor to pay penalties and/or damages to the Purchaser; and

b) the aggregate liability of the Vendor 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 in SCC.

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the Vendor 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 Vendor 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 Vendor 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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **33. National Industrial Participation Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

#### **34. Prohibition of Restrictive Practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the Purchaser, has / have engaged in the restrictive practice referred to above, the Purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the Purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

**FOR OFFICE USE**

**This is to certify that I have read and checked this document and it is in line with National and Provincial Treasury Requirements/Regulations.**

**Prepared by**

CHAIRPERSON OF BSC: .....

SIGNATURE: .....

DATE: .....

MANAGER SCM: *N. Holikwó* .....

SIGNATURE: *[Signature]* .....

DATE: *22/10/2020* .....





