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**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
MUNICIPALITY**

**PUBLIC WORKS AND BASIC SERVICES DEPARTMENT**

**CONTRACT NO.: PWBS-B014/24/25**

**APPOINTMENT OF SERVICE PROVIDERS FOR THE  
PROJECT MANAGEMENT OF CAPITAL PROJECTS – 3  
(THREE) YEAR CONTRACTS**

**BID DOCUMENT**

**PUBLIC WORKS AND BASIC SERVICES DEPARTMENT**

<b>BIDDERS NAME:</b>	
<b>PHYSICAL ADDRESS:</b>	
<b>CONTACT NUMBER:</b>	

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTRACT NO. PWBS-B014/24/25: APPOINTMENT OF SERVICE PROVIDERS FOR  
THE PROJECT MANAGEMENT OF MIG PROJECTS - 3(THREE) YEAR CONTRACT**

**INDEX TO BID DOCUMENTS**

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**BID INVITATION**



**ADVERT  
BID NOTICE**

**1. BID INVITATION**

Bids are hereby invited from suitably qualified and experienced service providers for projects as reflected on the table below. These bids will be evaluated in terms of the criteria as specified on the table below.

**Specific Goals:**

	POINTS	SUPPORTING DOCUMENTS
<b>PRICE</b>	80	
<b>SPECIFIC GOALS</b>	(20)	
<b>Company operating within the Jurisdiction Dr NDZ LM</b>	10	CIPC Document reflecting NDZ company physical Address
<b>Company 100% owned by black South African</b>	5	Summary of CSD reflecting Race and Identity document or Drivers Licence
<b>Company 60% owned by black South African women or company 100% owned by Black South African youth or company 50% owned by black South African with disability or company outside of Dr NDZ LM but within Harry Gwala District</b>	5	<p>1.Summary of CSD reflecting 60% company owned by black (Women) Gender or company 100% owned by black South African youth and Identity document or Drivers Licence</p> <p>OR</p> <p>2. Summary of CSD reflecting 50% owned by a black South African with (Disability), a proof of medical certificate and Identity document or Drivers Licence</p> <p>OR</p> <p>3.CIPC document reflecting physical address of a company outside of Dr NDZ LM but within Harry Gwala District</p>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	

2. There is a compulsory briefing session as per table below and time 10:00AM, All SUPPLIERS are expected to join the meeting by 10:00am after 10:15 am **NO SUPPLIER** Will be allowed to join the meeting after 10:15 am. Venue will be at Dr Nkosazana Dlamini Zuma Local Municipality office in Creighton.

**N.B All Bidders who require printed documents from the municipality must pre-order them as specified on the table below. (Proof of payment must be emailed to [mhlamvulm@ndz.gov.za](mailto:mhlamvulm@ndz.gov.za) before the cut-off-date and time)**

**Dr Nkosazana Dlamini Zuma Local Municipality Banking details:**

**Bank name:** First National Bank

**Account no:** 62026224999

**Reference no:** Please use company name and contract number of the project

**Brach code:** 250655

PROJECT NAME:	CONTRACT NO:	EVALUATION CRITERIA	CIDB GRADING	COMPLUSORY BRIEFING DATE	PRE-ORDER OF DOCUMENTS	CLOSING DATE
APPOINTMENT OF SERVICE PROVIDERS FOR THE PROJECT MANAGEMENT OF CAPITAL PROJECTS – 3 (THREE) YEAR CONTRACTS	PWBS-B014/24/25	Mandatory documents, ability and capability and 80/20 (Price and specific goals)	N/A	8th July 2024 at 10:15	From 21 June 2024 to 03 July 2024@15:00pm	24 July 2024@12h00

3. Bid Documents will be made available as indicated in the above table at Creighton Offices; the cost of bid document will be **R476-00 per document** which is **non-refundable**. Online Bid document can be obtain on e-tender website <https://www.etenders.gov.za>.

**N.B: All bidders must have printed copies on the briefing date before the briefing session commence.**

**4. THE FOLLOWING ARE MANDATORY**

- Valid tax clearance certificate or Tax Compliance Status PIN
- Submit proof that the bidders and its directors do not owe municipal services.
- Copy of a certificate of Company Registration with the Registrar of Companies and CC's (CK).
- Specific Goals supporting documents

- Certified copies of ID's.
- Form of offer
- MDB 1, 4, 6.1, 8 and 9 fully completed
- Registration with CSD

## 5. BID ENQUIRIES

N.B: All enquiries must be in writing and be directed to the following emails:  
[mngadis@ndz.gov.za](mailto:mngadis@ndz.gov.za) – PWBS Projects (Technical Enquiries)  
[holiwen@ndz.gov.za](mailto:holiwen@ndz.gov.za) – SCM Manager (SCM related enquiries)  
[dlaminiz@ndz.gov.za](mailto:dlaminiz@ndz.gov.za) –PWBS- Projects (Technical Enquiries)

Dr Nkosazana Dlamini Zuma Municipality Tel No: (039) 833 1038  
P O Box 62 Fax No.: (039) 833 1179  
Creighton  
3263

## 6. CLOSING DATE

The closing date for the bid is as indicated on the table above. 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**

**MBD1**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	PWBS – B014/24/25	CLOSING DATE:	24 <sup>th</sup> July 2024	CLOSING TIME:	12:00
DESCRIPTION	<b>APPOINTMENT OF SERVICE PROVIDERS FOR THE PROJECT MANAGEMENT OF CAPITAL PROJECTS – 3 (THREE) YEAR CONTRACTS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

<b>MAIN STREET</b>					
<b>CREIGHTON, 3263</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

**[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]**

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

<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	dlaminiz@ndz.gov.za

E-MAIL ADDRESS	holiwen@ndz.gov.za	mngadis@ndz.gov.za
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## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><b>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.</b></p>

**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:.....

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**PUBLIC WORKS AND BASIC SERVICES DEPARTMENT**

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PROJECT MANAGEMENT OF CAPITAL PROJECTS – 3  
(THREE) YEAR CONTRACTS**

**CONDITIONS OF THE BID**

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
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CONTRACT**

**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. 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. Level 2 or 3 of construction monitoring shall be used on all projects depending on the type of project. Fees including disbursements and specialist services shall not exceed 14% of the construction cost
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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**SCOPE OF WORK**

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**1. SCOPE OF WORK**

- Access Roads
- Community Halls
- Sports Field
- Taxi Rank
- Bridge
- Business Center
- Creches
- Any other Civils and Structural works and
- Engineering Studies

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.
- (10) Registration of Projects on the MIS system.

Typical deliverables will include:

- Concept design.
- **Sketches/Mock up designs of the proposed alterations**
- Schedule of required surveys, tests and other investigations and related reports.
- Process design.
- Preliminary design.
- 3D designs
- 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.
- (6) Submit the necessary drawing plans to Dr Nkosazana Dlamini-Zuma Municipality's Development and Town Planning Services Department for approval, in terms of building projects.

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) Prepare documentation for contractor procurement.
- (5) Review designs, drawings and schedules for compliance with approved budget.
- (6) Assist in calling for bids and / or negotiation of prices.
- (7) Assist with the preparation of contract documentation for signature.
- (8) Assess samples and products for compliance and design intent.

Typical deliverables will include:

- Specifications.
- Services co-ordination.
- Working drawings.
- Budget DESIGN cost.
- Tender documentation.
- 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 –**

**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 or 3 Depending of type of project. Construction monitoring (i.e. Full-time / Part time Construction Monitoring):**

The full-time construction monitoring consulting engineer's staff must:

- i. maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, provide design/ technical clarifications and review completed work prior to covering up, or on completion, as appropriate
- ii. assist with the preparation of as-built records and drawings to the extent required in the agreement with the client
- 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

The consulting engineer's staff, or part-time construction monitoring staff must:

- (i) regularly visit the site at a frequency that may vary during the course of the project, and such visits may be daily or weekly, according to the project demands; the frequency and duration of site visits are must be agreed in writing between the client and the consulting engineer prior to commencement of the services

(ii) review regular samples of materials and work procedures, for conformity to contract documentation, provide design/ technical clarifications where required 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 construction Regulations to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

## **11. Quality Assurance System**

Dr Nkosazana Dlamini Zuma Municipality requires a quality management system or quality assurance services, over and above construction monitoring services, to be applied to the project, these are in addition to normal services provided by the consulting engineer and must be specifically defined and separately agreed in writing prior to commencement thereof.

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

Service provider will be required to incorporate Aspects relating to labour intensive works in the design and implementation of every project.

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.

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.

RECOMMENDED BY:



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

APPROVED BY:



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

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY**

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PROJECT MANAGEMENT OF CAPITAL PROJECTS – 3  
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**EVALUATION CRITERIA**

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTRACT NO. PWBS-B014/24/25: APPOINTMENT OF SERVICE PROVIDERS FOR  
THE PROJECT MANAGEMENT OF CAPITAL PROJECTS - 3(THREE) YEAR  
CONTRACT**

**EVALUATION CRITERIA**

**1. Evaluation Methodology**

The evaluated and adjudicated based on 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>
1. Proof of registration with CSD- starting with (MAAA)	
2. Joint Venture Agreement (if necessary)	
3. Form of offer fully completed	
4. MBD 1,4, 8 and 9 fully completed	
5. Proof of signing briefing register.	
6. signed certificate of acknowledgement (NDZ stamped and signed by both service provider and municipal official)	

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

<b>DOCUMENTS TO BE SUBMITTED</b>	<b>TICK</b>		
a) Copies of CK Documents / Sole proprietary			
b) Valid Tax clearance certificate (with your pin number print and attach on the document Tax Clearance Certificate)			
c) MBD 6.1 fully completed			
d) Registration with Dr NDZ LM Data base			
e) Proof of Professional Indemnity insurance (Minimum cover of R2 million)			
f) ECSA Professional registration (in Civil Engineering or Natural Science Fields)			
g) All information supporting the forms such as Curriculum Vitae, copies of qualification for key personnel, details of ownership, relevant experience etc.			
h) Company profile and experience on similar projects			
i) Proof of Registration of Company with CESA or SABTACO or SAIA			
j) Certified copies of Identification documents of all members/directors of the entity			
k) <b>Specific Goals supporting documents:</b>			
<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;"><b>Company operating within the Jurisdiction Dr NDZ LM</b></td> <td>CIPC Document reflecting NDZ company physical Address</td> </tr> </table>	<b>Company operating within the Jurisdiction Dr NDZ LM</b>	CIPC Document reflecting NDZ company physical Address	
<b>Company operating within the Jurisdiction Dr NDZ LM</b>	CIPC Document reflecting NDZ company physical Address		

<b>Company 100% owned by black South African</b>	Summary of CSD reflecting Race and Identity document or Drivers Licence	
<b>Company 60% owned by black South African women or company 100% owned by black South African youth or company 50% owned by black South African with disability or company outside of Dr NDZ LM but within Harry Gwala District</b>	1.Summary of CSD reflecting 60% company owned by black (Women) Gender and Identity document or Drivers Licence OR 2. Summary of CSD reflecting 50% owned by a black South African with (Disability), a proof of medical certificate and Identity document or Drivers Licence OR 3.CIPC document reflecting physical address of a company outside of Dr NDZ LM but within Harry Gwala District or 4. Summary of CSD reflecting 100% owned by black South African youth.	

Failure to comply with these requirements or to supply the necessary information WILL result in the bid being rejected

### 3. Second Stage of Evaluation: Ability and Capability of service provider.

The proposals will be assessed in terms of the following categories: -

- ***Relevant Experience and Reputation of Tendering Entity*** – that is the relevant experience and reputation of the Company in carrying out similar projects. The maximum score for the relevant experience is **20 points**.
- ***Tendering Entity and shareholders' Professional Affiliation*** – that is the professional affiliation of the Company with a recognized professional body. The maximum score for the relevant experience is **10 points**.
- ***Key Personnel*** – the qualifications and experience of the proposed key personnel. The maximum score for the relevant experience is **15 points**.
- ***Tendering Entity Quality Assurance Affiliation and Competency***– that is the ISO 9001:2015 certification. The Bidder must demonstrate its diligence in undertaking engineering projects from inception to completion through the application of a competent quality assurance policy. The maximum score for quality assurance is **20 points**.
- ***Labour Intensive Construction Competency and Experience*** – the Company must demonstrate knowledge and capacity with at least NQF Level 5 of labour-intensive construction methods. The maximum score for quality assurance is **15 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 detailed description of the scoring system is given below. A tabulated score sheet will be used in the evaluation.

#### 4. Points Scoring

##### 4.1 All Civil Engineering Projects

Key aspect of criterion	Basis for points allocation	Max. Points	Actual Score	Verification Method
<b>RELEVANT EXPERIENCE AND REPUTATION OF TENDERING ENTITY: Experience and Reputation of the Company in carrying out similar projects (20)</b>				
Name of traceable reference with contact details to be included for verification	5 (Roads; Structures and related storm water) successful projects in the last 10 years	20		Bidder to submit appointment letter and reference letters
	4 (Roads; Structures and related storm water) successful projects in the last 10 years	15		Bidder to submit appointment letter and reference letters
	3 (Roads; Structures and related storm water) successful projects in the last 10 years	10		Bidder to submit appointment letter and reference letters
	2 (Roads; Structures and related storm water) successful projects in the last 10 years	5		Bidder to submit appointment letter and reference letters
	1 (Roads; Structures and related storm water) successful projects in the last 10 years	3		Bidder to submit appointment letter and reference letters
	No (Roads; Structures and related storm water) successful projects in the last 10 years	Non-responsive Tender		Nil
<i>If the Consultant cannot demonstrate the necessary relevant experience via at least one successfully completed similar project, then the bid will be deemed non-responsive and will be rejected.</i>				
<b>TENDERING ENTITY PROFESSIONAL AFFILIATION: Registration with a recognized professional body (10)</b>				
Registration of Company with CESA or SABTACO	Company is registered with CESA or SABTACO	10		Bidder to submit valid registration certificate
	Company NOT registered with CESA or SABTACO	0		
<b>KEY PERSONNEL: The qualifications and experience of the proposed key personnel (15)</b>				
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	5		Certified copy of Qualification to be attached with detailed



	Project Manager, and registered as professional PM			CV's, and certified copy of proof of registration with professional body PCPM/PPM
	If PM has 5 years' experience and has completed similar projects in the capacity of Project Manager, and registered as professional PM	3		Certified copy of Qualification to be attached with detailed CV's, and certified copy of proof of registration with professional body PCPM/PPM
	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	2		Certified copy of Qualification to be attached with detailed CV's, and certified copy of proof of registration with professional body PCPM/PPM
	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	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 has 5 years' experience and has completed similar projects in the capacity of a Designer, and registered as professional Eng./Tech	3		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 2 years' experience and has completed similar projects in the capacity of a Designer, and registered as professional Eng./Tech	2		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 designed any projects in the last 5 years, and registered as professional Eng./Tech	1		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.	5		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.	2		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.	1		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
<p>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. <b>The proposed Project Manager must be in the direct employment of the Consultant.</b></p> <p>In addition, all of the above personnel must have the pre-requisite minimum 5 years' experience in their respective fields, failing which points will not be awarded. Points will be awarded based on the number of similar projects undertaken as Consultant by the relevant personnel as per the tabulated score card. If the proposed person has not undertaken a similar project in 5 years, then no points will be awarded for that person.</p> <p><b><i>If the Consultant cannot demonstrate the necessary level of experience and professional registration of his key staff, then the bid will be deemed non-responsive and will be rejected.</i></b></p>				
<p><b><u>QUALITY ASSURANCE:</u></b> Company must demonstrate its diligence in undertaking engineering projects from inception to completion through the application of a competent quality assurance policy. (20)</p>				
Proof of application of audited quality assurance systems	ISO accredited quality assurance system	20		Bidder to submit valid ISO 9001:2015 certification
	In-house system which is regularly audited by independent body	10		Bidder to provide copy of the system and proof of previous audits
	No quality assurance system	0		Nil
<p><b><u>LABOUR INTENSIVE CONSTRUCTION (LIC) EXPERIENCE</u></b> – the Company must demonstrate knowledge and capacity of labour-intensive construction methods (10)</p>				
Proof of an in house personnel resource with valid LIC methods qualification	An in-office employee with NQF 7 LIC methods training	10		Bidder to submit SAQA accredited NQF 7 training certificate
	An in-office employee with NQF 5 LIC methods training	5		Bidder to submit SAQA accredited NQF 5 training certificate
	No resource with LIC methods training	0		
<p><b><u>METHODOLOGY:</u></b> 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)</p>				
<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 75% points for functionality, then the bid will be deemed non-responsive and will not be considered for further evaluation.**

#### 4.2 Architecture and Structural Engineering (Taxi Ranks, Libraries, Community Halls, Creches and Business Centers)

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 (20)</b>				
Name of traceable reference with contact details to be included for verification	5 (Community Halls/ Creches/ Taxi Ranks and related Structures) successful projects in the last 10 years	20		Bidder to submit appointment letter and reference letters
	4 (Community Halls/ Creches and related Structures) successful projects in the last 10 years	15		Bidder to submit appointment letter and reference letters
	3 (Community Halls/ Creches and related Structures) successful projects in the last 10 years	10		Bidder to submit appointment letter and reference letters
	2 (Community Halls/ Creches and related Structures) successful projects in the last 10 years	5		Bidder to submit appointment letter and reference letters
	1 (Community Halls/ Creches and related Structures) successful projects in the last 10 years	3		Bidder to submit appointment letter and reference letters
	No (Community Halls/ Creches and related Structures) successful projects in the last 10 years	Non-responsive Tender		Nil
<b><i>If the Consultant cannot demonstrate the necessary relevant experience via at least one successfully completed similar project, then the bid will be deemed non-responsive and will be rejected.</i></b>				
<b>TENDERING ENTITY PROFESSIONAL AFFILIATION: Registration with a recognized</b>				

professional body (10)				
Registration of Company with CESA or SABBACO or SAIA	Company is registered with CESA or SABBACO or SAIA	10		Bidder to submit valid registration certificate
	Company NOT registered with CESA or SABBACO or SAIA	0		
<b>KEY PERSONNEL: The qualification and experience of the proposed key personnel (15)</b>				
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	5		Certified copy of Qualification to be attached with detailed CV's, and certified copy of proof of registration with professional body PCPM/PPM
	If PM has 5 years' experience and has completed similar projects in the capacity of Project Manager, and registered as professional PM	3		Certified copy of Qualification to be attached with detailed CV's, and certified copy of proof of registration with professional body PCPM/PPM
	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	2		Certified copy of Qualification to be attached with detailed CV's, and certified copy of proof of registration with professional body PCPM/PPM
	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 Engineer/Technologist (Pr. Eng. / Pr. Tech) OR Professional Architect (Pr. Arch.)	5		Certified copy of Qualification (Minimum NQF 7 in Civil Engineering or Architecture Degree/ B-Tech) to be attached with detailed CV's, and certified copy of proof of registration with professional body ECSA or SACAP as professional Engineer/Technologist.
	If Designer has 5 years'			Certified copy of

	experience and has completed similar projects in the capacity of a Designer, and registered as Professional Engineer/Technologist (Pr. Eng. / Pr. Tech) OR Professional Architect (Pr.Arch.)	3		Qualification (Minimum NQF 7 in Civil Engineering or Architecture Degree/ B-Tech) to be attached with detailed CV's, and certified copy of proof of registration with professional body ECSA or SACAP 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 Engineer/Technologist (Pr. Eng. / Pr. Tech) OR Professional Architect (Pr.Arch.)	2		Certified copy of Qualification (Minimum NQF 7 in Civil Engineering or Architecture Degree/ B-Tech) to be attached with detailed CV's, and certified copy of proof of registration with professional body ECSA or SACAP as professional Engineer/Technologist.
	If Designer has designed any projects in the last 5 years and registered as Professional Engineer/Technologist (Pr. Eng. / Pr. Tech) OR Professional Architect (Pr.Arch.)	1		Certified copy of Qualification (Minimum NQF 7 in Civil Engineering or Architecture Degree/ B-Tech) to be attached with detailed CV's, and certified copy of proof of registration with professional body ECSA or SACAP 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.	5		Certified copy of Qualification (Minimum National Diploma in Civil Engineering or Architecture) to be attached with detailed CV's.
	If RE has 8 years' experience and has completed similar projects.	2		Certified copy of Qualification (Minimum National Diploma in Civil

				Engineering or Architecture) to be attached with detailed CV's.
	If RE has 5 years' experience and has completed similar projects.	1		Certified copy of Qualification (Minimum National Diploma in Civil Engineering or Architecture) 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 / Architect **MUST** be registered as Professional Engineer or Professional Engineering Technologists with the Engineering Council of South Africa (ECSA) **OR South African Council for Archi**. Proof of registrations must be included in the Proposal. **The proposed Project Manager must be in the direct employment of the Consultant.**

In addition, all of the above personnel must have the requisite minimum years' experience in their respective fields, failing which points will not be awarded. Points will be awarded based on the number of similar projects undertaken as Consultant by the relevant personnel as per the tabulated score card. If the proposed person has not undertaken a similar project in 5 years, then no points will be awarded for that person.

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

**QUALITY ASSURANCE:** Company must demonstrate its diligence in undertaking engineering projects from inception to completion through the application of a competent quality assurance policy. (20)

Proof of application of audited quality assurance systems	ISO accredited quality assurance system	20		Bidder to submit valid ISO 9001:2015 certification
	In-house system which is regularly audited by independent body	10		Bidder to provide copy of the system and proof of previous audits
	No quality assurance system	0		Nil

**LABOUR INTENSIVE CONSTRUCTION (LIC) EXPERIENCE** – the Company must demonstrate knowledge and capacity of labor-intensive construction methods (10)

Proof of an in house personnel resource with valid LIC methods qualification	An in-office employee with NQF 7 LIC methods training	10		Bidder to submit SAQA accredited NQF 7 training certificate
	An in-office employee with NQF 5 LIC methods training	5		Bidder to submit SAQA accredited NQF 5 training certificate
	No resource with LIC methods training	0		

**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 75% points for functionality, then the bid will be deemed non-responsive and will not be considered for further evaluation.**

## 5. Summary

In summary, the points system for the evaluation of the technical proposal in terms of Ability and Capability of the company, Points is as below

### Functionality

- Relevant Experience 20 points
- Entity Professional affiliation 10 points
- Key Personnel 15 points
- Quality Assurance 20 points
- Labour Intensive Accreditation 15 points
- Methodology 20 points
- Total 100 points**

**Note: If the Consultant scores less than 75% points for functionality, then the bid will be deemed non-responsive and will not be considered for further evaluation.**



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

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
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THE PROJECT MANAGEMENT OF CAPITAL PROJECTS - 3(THREE) YEAR  
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**FORM A: CERTIFICATE OF ATTENDANCE AT THE CLARIFICATION MEETING**

This is to certify that I,  
.....

representative of (Consultant) .....

.....

of (address) .....

.....

.....

telephone number .....(.....).....

fax number .....(.....).....

e-mail .....

attended the clarification meeting on (date) .....

I CERTIFY that I am satisfied with the description of the work and explanations given by the said Employer's Representative and that I understand perfectly what is required in compiling my proposal.

CONSULTANT'S REPRESENTATIVE: (Signature).....

EMPLOYER'S REPRESENTATIVE: (Signature) .....

Name (print) .....

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
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**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  
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THE PROJECT MANAGEMENT OF CAPITAL PROJECTS - 3(THREE) YEAR  
CONTRACT**

**FORM C.1: RELEVANT EXPERIENCE (CIVIL ENGINEERING)**

The Bidder shall enter in the spaces provided below a list of relevant Access Roads and any other Civil Engineering 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  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
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THE PROJECT MANAGEMENT CAPITAL PROJECTS - 3(THREE) YEAR CONTRACT**

**FORM C.1: RELEVANT EXPERIENCE – CIVIL ENGINEERING (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 CONSULTANT**

.....

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
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**FORM C.2: RELEVANT EXPERIENCE (ARCHITECTURE AND STRUCTURAL ENGINEERING (TAXI RANKS, LIBRARIES, COMMUNITY HALLS, CRECHES AND BUSINESS CENTERS))**

The Bidder shall enter in the spaces provided below a list of relevant **Architecture and Structural Engineering (Taxi Ranks, Libraries, Community Halls, Creches and Business Centers)**. 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:.....			

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**FORM C.2: RELEVANT EXPERIENCE- ARCHITECTURE AND STRUCTURAL  
ENGINEERING (TAXI RANKS, LIBRARIES, COMMUNITY HALLS, CRECHES AND  
BUSINESS CENTERS) (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 CONSULTANT**

.....

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
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**FORM D.1: KEY PERSONNEL – CIVIL ENGINEERING**

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 CONSULTANT**

.....



**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
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CONTRACT**

**FORM D.2: KEY PERSONNEL – ARCHITECTURE AND STRUCTURAL  
ENGINEERING (TAXI RANKS, LIBRARIES, COMMUNITY HALLS, CRECHES AND  
BUSINESS CENTERS)**

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 CONSULTANT**

.....

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
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**FORM E.1: METHODOLOGY – CIVIL ENGINEERING**

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 CONSULTANT.....**

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTRACT NO. PWBS-B014/24/25: APPOINTMENT OF SERVICE PROVIDERS FOR  
THE PROJECT MANAGEMENT OF CAPITAL PROJECTS - 3(THREE) YEAR  
CONTRACT**

**FORM E.2: METHODOLOGY – ARCHITECTURE AND STRUCTURAL ENGINEERING  
(TAXI RANKS, LIBRARIES, COMMUNITY HALLS, CRECHES AND BUSINESS  
CENTERS)**

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 CONSULTANT.....**



**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT  
CONTRACT NO. PWBS-B014/24/25: APPOINTMENT OF SERVICE PROVIDERS FOR  
THE PROJECT MANAGEMENT OF CAPITAL PROJECTS - 3(THREE) YEAR  
CONTRACT**

**FORM G: 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 CONSULTANT:**

.....

## **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet these requirement bidders are required to complete in full the form TCC 001 "Application for 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 quotations.
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. It is the duty of the bidders to ensure the validity of the Tax Clearance Certificate.
4. 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.
5. In quotations where Consortia/Joint Ventures /Sub Contractors are involved, each party must submit a separate Tax Clearance Certificate.
6. 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).
7. Application for 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).

**DECLARATION OF INTEREST**

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

3.1 Full Name of bidder or his or her representative.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

.....

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

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

- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1If yes, furnish particulars.

.....  
.....

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

3.11.1If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1If yes, furnish particulars.

.....  
.....

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



3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

**1.2 To be completed by the organ of state**

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) the **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	(20)
Company operating within the Jurisdiction Dr NDZ LM	10

<b>Company 100% owned by black South African</b>	<b>5</b>
<b>Company 60% owned by black South African women or company 100% owned by black South African youth or company 50% owned by black South African with disability or company outside of Dr NDZ LM but within Harry Gwala District</b>	<b>5</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”**  
means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 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**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } & & Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be

used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where 80/20 preference point system is applicable, corresponding points must also be indicated as such.)*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Company operating within the Jurisdiction Dr NDZ LM	10	
Company 100% owned by black South African	5	
Company 60% owned by black South African women or company 100% owned by black South African youth or company 50% owned by black South African with disability or company outside of Dr NDZ LM but within Harry Gwala District	5	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name \_\_\_\_\_ of company/firm.....

4.4. Company \_\_\_\_\_ registration \_\_\_\_\_ number: \_\_\_\_\_

4.5. TYPE OF COMPANY/ FIRM

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

- Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....



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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
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>	<b>Yes</b>	<b>No</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.....

COMPANY NAME.....

**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 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:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation);
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to quotations and contracts, quotations 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

.....  
Position

.....  
Name of bidder

.....  
Date

**AGREEMENTS AND CONTRACT DATA**

INITIAL..... 19

COMPANY NAME.....

**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:

**BID NO: PWBS-B014/24/25 - APPOINTMENT OF SERVICE PROVIDERS FOR THE PROJECT MANAGEMENT OF CAPITAL PROJECTS - 3(THREE) YEAR CONTRACT**

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 invalid your bid**

**INITIAL**..... **20** **COMPANY NAME**.....

**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:** .....

**DR. NKOSAZANA DLAMINI ZUMA MUNICIPALITY  
PUBLIC WORKS AND BASIC SERVICES DEPARTMENT**

**CONTRACT NO. PWBS-B014/24/25:**

**APPOINTMENT OF SERVICE PROVIDERS FOR THE  
PROJECT MANAGEMENT OF CAPITAL PROJECTS – 3  
(THREE) YEAR CONTRACTS**

**PRICING SCHEDULE**

**1. Fees include costs for Feasibility; Surveys; Geotechnical Investigations; Environmental Management; Preparation of business plans including preliminary designs for MIG submission; Detailed designs, Preparation of specifications, scope of works and bid documents, Part time / Full time Supervision (level 2 or 3); Preparation of Close-out reports and as-built drawings etc. The fees for phase 1 of the project (from inception to documentation) shall be based on estimated values of the project; fees for Phase 2 (Supervision; quality control; environmental management and Close-out including as-built drawings) shall be based on the percentage amount of the construction cost but not exceeding 14% of the registered amount in terms of MIG funded projects. Fees for normal services provided for internally funded projects shall be negotiated and based on gazetted fee structure as per Government Gazette No. 44333 Vol. 669 (26 March 2021): Guideline Professional Fees: *(Scope of services and tariff of fees for persons Registered in terms of the Engineering Profession Act, 46 of 2000)***

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

**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-B014/24/25:**

**APPOINTMENT OF SERVICE PROVIDERS FOR THE  
PROJECT MANAGEMENT OF CAPITAL PROJECTS – 3  
(THREE) YEAR CONTRACTS**

INITIAL.....

24

COMPANY NAME.....

# FEE SCHEDULE

2. Fees include costs for Feasibility; Surveys; Geotechnical Investigations; Environmental Management; Preparation of business plans including preliminary designs for MIG submission; Detailed designs, Preparation of specifications, scope of works and bid documents, Full time Supervision (level 3); Preparation of Close-out reports and as-built drawings etc. The fees for phase 1 of the project (from inception to documentation) shall be based on estimated values of the project; fees for Phase 2 (Supervision; quality control; environmental management and Close-out including as-built drawings) shall be based on the percentage amount of the construction cost but not exceeding 14% of the registered amount in terms of MIG funded projects. Fees for normal services provided for internally funded projects shall be negotiated and based on gazetted fee structure as per Government Gazette No. 44333 Vol. 669 (26 March 2021): Guideline Professional Fees: (*Scope of services and tariff of fees for persons Registered in terms of the Engineering Profession Act, 46 of 2000*)

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

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

### (CIVIL, ELECTRICAL, STRUCTURAL AND ARCHITECTURE)

#### 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:

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

INITIAL.....

25

COMPANY NAME.....

### **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 versions 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 – Kilometer:

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 time and percentage basis fees will be claimable in accordance with the following:

##### Preliminary Design Stage:

Payment shall be made to the Consulting Engineer on a time and cost basis up to a maximum of **20%** of the total approved percentage-based 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 percentage-based 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 percentage-based 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 percentage-based 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 cost.

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**

## CONDITIONS OF CONTRACT

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

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

\_\_\_\_\_

**entered into between**

Name of Institution

\_\_\_\_\_

herein represented by

\_\_\_\_\_

INITIAL.....

30

COMPANY NAME.....

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 \_\_\_\_\_



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## 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 quotations.
- 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 quotations, contracts and orders including quotations 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: *Stheniso Chube*  
SIGNATURE: *[Signature]*  
DATE: .....

MANAGER SCM: .....  
SIGNATURE: .....  
DATE: .....

INITIAL.....

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COMPANY NAME.....