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Email: mailbox@ndz.gov.za
www.ndz.gov.za

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY

**A PANEL OF 6 (SIX) TOWN PLANNING CONSULTANTS TO PROVIDE
TOWN PLANNING SERVICES TO THE DR NKOSAZANA DLAMINI
ZUMA LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS**

TENDER NO: PD – B032/20/21

| | |
|---------------------------------|--|
| Name of bidder | |
| Telephone/Cellphone No.: | |
| Fax No: | |
| Address: | |
| Tender sum in Rands: | |
| Tender sum in words: | |

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ADVERT

A PANEL OF 6 (SIX) TOWN PLANNING CONSULTANTS TO PROVIDE TOWN PLANNING SERVICES TO THE DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS

TENDER NO: PD -B032/20/21

REQUEST FOR BIDS: DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY

Dr Nkosazana Dlamini Zuma Municipality is requesting bids from a suitably qualified and experienced a panel 6 (six) town planning consultants to provide town planning services to the dr nkosazana dlamini zuma local municipality for a period of 3 years..

The bid will be evaluated in terms of the functionality and 80/20 price and Preferential Procurement Point system 2017 and the points will be allocated as follows. **80 – Price, 20 - BBBEE.**

PRE-QUALIFICATION

The Municipality will only accept bids from bidders who are EME or QSE with level 1 contributor B-BBE level.

AVAILABLE OF DOCUMENTS

Bid Documents will be made available at Creighton Offices; the cost of bid document will be R437-00 per document which is non-refundable from **26th October 2020 during office hours until 24rd November 2020**. Only cash or bank guaranteed cheques will be accepted, all cheques must be made out to Dr Nkosazana Dlamini. An electronic copy is available on our website (www.ndz.gov.za) for FREE

DOCUMENTS TO BE SUBMITTED WITH THE BID:

- Valid tax clearance certificate or Tax Compliance Status PIN
- A certified copy of the most recent municipal account in which the business is registered. District municipality (water) and Local municipality (rates, electricity and other). A letter of exemption can be obtained from the Municipality for incumbents who do not pay for services together with a letter of proof of residency.


- Certified copy of B-BBEE certificate / Certified Affidavit
- Certified copies of ID's.
- Form of offer
- MDB 1,4, 8 and 9
- Registration with CSD
- CV's and Qualifications of Key Personnel

CLOSING DATE:

Bid documents must be submitted in a sealed envelope clearly marked with the Tender number and closing date and dropped off in the tender box at the **Dr Nkosazana Dlamini Zuma Municipality Offices, Main street, Creighton** by no later than **24th November 2020 before 12h00**. Late or faxed bids will not be accepted. Failure to comply with the above conditions will invalidate your offer.

The Dr Nkosazana Dlamini Zuma Municipality reserves the right not to make an appointment.

NB: Bids will remain valid for a period of 90 days from date of the closing of the Bid.
Enquiries may be directed to the following persons during office hours (08:00 – 16:30)
Procedure related enquires: Miss N. Holiwe (039) 833 1038
Technical Enquiries: Mr J.Mazibuko (039) 833 1038



Mr. N.C. VEZI
Municipal Manager

ENTERED 26 OCT 2020

MBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

| | | | | | |
|-------------|-----------------------|---------------|--------------------------------------|---------------|--------------|
| BID NUMBER: | PD- B032/20/21 | CLOSING DATE: | 24th November 2020 | CLOSING TIME: | 12:00 |
|-------------|-----------------------|---------------|--------------------------------------|---------------|--------------|

| | |
|-------------|---|
| DESCRIPTION | A PANEL OF 6 (SIX) TOWN PLANNING CONSULTANTS TO PROVIDE TOWN PLANNING SERVICES TO THE DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS |
|-------------|---|

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

**Main Street
Creighton**

3263

SUPPLIER INFORMATION

| | | | |
|----------------|--|--|--|
| NAME OF BIDDER | | | |
|----------------|--|--|--|

| | | | |
|----------------|--|--|--|
| POSTAL ADDRESS | | | |
|----------------|--|--|--|

| | | | |
|----------------|--|--|--|
| STREET ADDRESS | | | |
|----------------|--|--|--|

| | | | | |
|------------------|------|--|--------|--|
| TELEPHONE NUMBER | CODE | | NUMBER | |
|------------------|------|--|--------|--|

| | | | | |
|------------------|--|--|--|--|
| CELLPHONE NUMBER | | | | |
|------------------|--|--|--|--|

| | | | | |
|------------------|------|--|--------|--|
| FACSIMILE NUMBER | CODE | | NUMBER | |
|------------------|------|--|--------|--|

| | | | | |
|----------------|--|--|--|--|
| E-MAIL ADDRESS | | | | |
|----------------|--|--|--|--|

| | | | | |
|-------------------------|--|--|--|--|
| VAT REGISTRATION NUMBER | | | | |
|-------------------------|--|--|--|--|

| | | | | | |
|-----------------------|----------|--|----|---------|--|
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |
|-----------------------|----------|--|----|---------|--|

| | | | |
|--|---|-------------------------------------|---|
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|---|-------------------------------------|---|

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

| | | | |
|---|--|--|--|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
|---|--|--|--|

| | | | |
|-------------------------------|--|-----------------|---|
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | R |
|-------------------------------|--|-----------------|---|

| | | | |
|---------------------|-------|------|--|
| SIGNATURE OF BIDDER | | DATE | |
|---------------------|-------|------|--|

| | | | |
|---|--|--|--|
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |
|---|--|--|--|

| | | | |
|--|--|--|----------------------|
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| DEPARTMENT | SCM | CONTACT PERSON | Mr.J.Mazibuko |
| CONTACT PERSON | Miss N Holiwe | TELEPHONE NUMBER | (039) 833 1038 |
| TELEPHONE NUMBER | 039 833 1039 | FACSIMILE NUMBER | |
| FACSIMILE NUMBER | 086 583 235 | E-MAIL ADDRESS | mazibukoj@ndz.gov.za |
| E-MAIL ADDRESS | holiwen@ndz.gov.za | | |

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SPECIFICATION

A PANEL OF 6 (SIX) TOWN PLANNING CONSULTANTS TO PROVIDE TOWN PLANNING SERVICES TO THE DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS

1. INTRODUCTION

The Development and Town Planning Services Department is key within Dr Nkosazana Dlamini Zuma Local Municipality (Dr NDZ LM) in terms of informing the direction of Departments to; (1) align municipal budgets to infrastructure and services investments; (2) balance demands for growth with the need to protect the environment; (3) ensure fair and equitable distribution of services; (4) respond to the regional and global challenges (i.e. poverty, migration, population growth); (5) provide investors with clarity and predictability on developmental frameworks and to ensure sustainable and resilient communities; and (6) create a conducive environment for development in corridors and disadvantaged areas.

The Development and Town Planning Services Department is currently developing a number of strategic and detailed plans that are aimed at improving service delivery and infrastructure investment across its area of jurisdiction. However due to limited capacity, the department intends to establish a technical resource team that will assist the department's various initiatives. The intended panel of service providers is going to complement the already existing resources within the department, and expedite the delivery of key projects.

2. BACKGROUND

The introduction of the Spatial Land Use Management Act brought about a new land use management system that focuses on promoting social and economic inclusion, environmental sustainability and to redress past spatial and regulatory imbalances. SPLUMA aims:-

- To address racially based pre-1994 planning legislation and deal with new political realities and policies
- To repeal multiple laws and systems created by old order legislation (fragmentation across 4 provincial administrations, homelands)
- Address the unsustainable development patterns fuelled by inefficient, unsustainable and incoherent planning system
- Clarify the roles and responsibilities of the different Spheres of Government in spatial planning and land use Management
- To promote cooperative governance and improved inter-governmental relations for spatial planning

To achieve this the Dr Nkosazana Dlamini Zuma Local Municipality is undertaking a process of rationalizing the Land Use Management System of the municipality by developing all required plans, strategies, policies and bylaws in order to effectively implement the imperatives of the Spatial Planning and Land Use Management Act. Unfortunately, the Dr Nkosazana Dlamini Zuma Local Municipality does not have the required capacity in order to implement such, hence the invitation for prospective planning consultants for the submission of proposals for the provision of Town Planning services to the Dr Nkosazana Dlamini Zuma Local Municipality.

3. REQUIRED SERVICES

The Dr Nkosazana Dlamini Zuma Local Municipality requires various service providers to form part of the Dr Nkosazana Dlamini Zuma Local Municipality panel of Town Planning consultants responsible for developing all required plans, strategies, policies and bylaws for the Dr Nkosazana Dlamini Zuma Local Municipality. The Municipality over the next three years will be embarking on a task of land preparation through which land will be prepared for development prior the sale of land parcels. This will entail the taking vacant pieces of land to be identified on an ad-hoc basis and undertaking any planning study required in order to have an approved layout for the development that can be serviced by Council and sold to interested service providers.

This technical resource team will comprise of multi-disciplinary expertise that will assist the Development and Town Planning Services Department to fulfil its mandate, which include:

| DIVISION | MANDATE AND FUNCTIONS |
|---------------------|---|
| a. Spatial Planning | <ul style="list-style-type: none"> • Promote the utilization of resources in an organized and sustainable manner to meet the needs of present and future generations. • Facilitate and direct economic growth and development through seamless spatial planning strategies, frameworks and policies. • Coordinate, oversee and facilitate the development and alignment of effective spatial planning programmes and initiatives across the municipal boundaries, which includes alignment and integration with sector plans/master plans prepared by other departments) |

| DIVISION | MANDATE AND FUNCTIONS |
|---|--|
| b. Special Projects | <ul style="list-style-type: none"> • Spatial Development Framework • Land Use Scheme • Layout Design/ Township Establishment • Precinct Plan • Nodal or Corridor Development |
| c. Municipal Planning Operations | <ul style="list-style-type: none"> • Receive, process and facilitate land development applications • Land use management • Municipal Planning Tribunal • Provide municipal planning information to internal and external role players • Educate community on land use matters |
| d. Building Control & Outdoor Advertising | <ul style="list-style-type: none"> • Approve building plans, execute building inspections, initiate legal actions in accordance with the provisions of Act • Continuously monitor vacant, dilapidated and or abandoned buildings within the municipality. And report to Council quarterly • Educate the community about building plans, their importance and advice the public on any other matters relevant, including awareness campaign • Regulate outdoor advertising in terms of relevant Legislation • Protection of national, provincial and local estates (heritage buildings and structures) |
| e. Corporate Geo-Informatics | <ul style="list-style-type: none"> • Geographical Information System (GIS) • Land survey |

| DIVISION | MANDATE AND FUNCTIONS |
|----------|--|
| | <ul style="list-style-type: none"> • Geotechnical Services • Unlock land for development |

Below is a summary of the key areas of professional requirements:

Capacity Required for Municipality's Development & Town Planning Services Department

| Item | Resource Type |
|------|--|
| 1 | Town and Regional Planners (Project Manager) |
| 2 | Architects and Urban Designers |
| 3 | Land Surveyors |
| 4 | Outdoor Advertising Specialists |
| 5 | Urban Economists / Property Market Specialists |

4. MUNICIPAL DEVELOPMENT OBJECTIVES RELEVANT TO THE ENVISAGED DEVELOPMENT

The objectives of this will be

- To provide capacity to plan, execute, monitor and maintain projects.
- To improve overall budget spend due to availability of capacity to execute projects on time and within budget.
- To provide supporting capacity to assist in the coordination, programme and project management.

Bidders will be expected to have Professionals with a minimum of 5 years experience with the following skills and abilities:-

- a) Town and Regional/Development Planning (Project Manager)
- b) Planning Policy
- c) Rural Planning experience;
- d) Sound experience in working with Traditional Authorities.

- e) Sound Participatory Planning experience;
- f) Sound local/indigenous knowledge land use practices research experience;
- g) Thorough understanding of IDP, SDF, SEA, Scheme Development, strategic planning process, and Design;
- h) Proven Scheme Development, SDF, Precinct/Framework Plan compilation experience;
- i) Sound understanding of land legal issues, technical, indigenous/local knowledge, cadastral, social, economic, land use, transport, environmental, and regulatory data sets.
- j) Project Management;
- k) Facilitation and translation skills;
- l) Research, analytical, writing and communication skills; and
- m) Ability to think strategically

5. DURATION OF CONTRACT

The duration of contract will be for a period of **3 years** from the date of signing the contact.

RECOMMENDED BY:


Mr. J. MAZIBUKO
TOWN PLANNER MANAGER

APPROVED BY:


MR. N.C. VEZI
MUNICIPAL MANAGER

CERTIFICATE OF ACKNOWLEDGEMENT

This is to certify that I _____

Representing _____

In the company of a representative of Dr Nkosazana Dlamini Zuma Municipality I carefully examined the document and have made myself familiar with all the requirements.

I further certify that I am satisfied with all the description for appointment of panel of 6 (six) town planning consultants to provide town planning services to the Dr Nkosazana Dlamini Zuma Local Municipality for a period of 3 years by the said representative.

BIDDERS SIGNATURE

REPRESENTATIVE OF THE MUNICIPALITY



FORM A: RELEVANT EXPERIENCE

The Bidder shall enter in the spaces provided below a list of relevant experience with similar projects. Failure to provide the necessary information will compromise the proposal.
 NB:

| 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:..... | | | |
| Client:..... Person:..... Tel.:..... Fax:..... | | | |

EVALUATION : FUNCTIONALITY

FUNCTIONALITY

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

- | | |
|---------------------------------------|--------------|
| 1. Relevant Experience of Enterprise | = 30 |
| 2. <u>Experience of Key Personnel</u> | = 70 |
| Total Points | = 100 |

If the Bidder 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

| KEY ASPECT OF CRITERION | BASIS FOR POINTS ALLOCATION | MAX POINTS | VERIFICATION METHOD |
|---|---|------------|--|
| Relevant Experience of the service provider | 5 x completed similar project work Town Planning Projects. | 30 | Letter of appointment and Letter of reference |
| | 4 x completed similar work in Town Planning Projects. | 20 | Letter of appointment and Letter of reference |
| | 3 x completed similar work in (Town Planning) | 10 | Letter of appointment and Letter of reference |
| | 2 x completed similar work in (Town planning) Projects. | 5 | Letter of appointment and Letter of reference |
| Total | | 30 | |
| Qualifications and CV's of Project Manager (PM) | If PM has 10 years' experience or above and has completed a minimum of 2 similar projects and with Qualification in Town and Regional Planning. Degree / Diploma | 20 | Certified copy of Qualification to be attached with detailed CV's and proof of registration with SACPLAN |
| | If PM has 5 to 10 years' experience and has completed a minimum of 2 similar projects and with Qualification in Town and Regional Planning. Degree / Diploma | 10 | Certified copy of Qualification to be attached with detailed CV's and proof of registration with SACPLAN |

| | | | |
|---------------------------------|---|-----------|--|
| | If PM has 3 to 5 years' experience and has completed a minimum of 2 similar projects and with Qualification in Town and Regional Planning. Degree / Diploma | 5 | Certified copy of Qualification to be attached with detailed CV's and proof of registration with SACPLAN |
| Total | | 20 | |
| Other Professions | | | |
| GIS Specialist | If GIS specialist has 10 years' experience or above and has completed a minimum of 2 similar projects and with Qualification in GIS | 10 | Certified copy of Qualification to be attached with detailed CV's |
| | If GIS specialist has 5 to 10 years' experience and has completed a minimum of 2 similar projects and with Qualification in GIS | 8 | Certified copy of Qualification to be attached with detailed CV's |
| | If GIS specialist has 3 to 5 years' experience and has completed a minimum of 2 similar projects and with Qualification in GIS | 5 | Certified copy of Qualification to be attached with detailed CV's |
| Total | | 10 | |
| Architect/Urban designer | If Architect/Urban Designer has 10 years' experience or above and has completed a minimum of 2 similar projects and with Qualification in Architecture/Urban Design. | 10 | Certified copy of Qualification to be attached with detailed CV's |
| | If Architect/Urban Designer has 5 to 10 years' and has completed a minimum of 2 similar projects and with Qualification in Architecture/Urban Design. | 8 | Certified copy of Qualification to be attached with detailed CV's |
| | If Architect/Urban Designer specialist has 3 to 5 years' and has completed a minimum of 2 similar projects and with | 5 | Certified copy of Qualification to be attached with detailed CV's |

| | | | |
|--|---|-----------|---|
| | Qualification in Architecture/ Urban Design. | | |
| Total | | 10 | |
| Land Surveyor | If Land Surveyor has 10 years' experience or above and has completed a minimum of 2 similar projects and with Qualification in Land Surveying. | 10 | Certified copy of Qualification to be attached with detailed CV's |
| | If Land Surveyor has 5 to 10 years' experience and has completed a minimum of 2 similar projects and with Qualification in Land Surveying | 8 | Certified copy of Qualification to be attached with detailed CV's |
| | If Land Surveyor has 3 to 5 years' and has completed a minimum of 2 similar projects and with Qualification in Land Surveying | 5 | Certified copy of Qualification to be attached with detailed CV's |
| Total | | 10 | |
| Outdoor advertising | If Outdoor advertising specialist has 10 years' experience or above and has completed a minimum of 2 similar projects and with Qualification in Outdoor Marketing. | 10 | Certified copy of Qualification to be attached with detailed CV's |
| | If Outdoor advertising specialist has 5 to 10 years' experience and has completed a minimum of 2 similar projects and with Qualification in Outdoor Marketing. | 8 | Certified copy of Qualification to be attached with detailed CV's |
| | If Outdoor advertising specialist has 3 to 5 years' experience and has completed a minimum of 2 similar projects and with Qualification in Outdoor Marketing. | 5 | Certified copy of Qualification to be attached with detailed CV's |
| Total | | 10 | |
| Urban Economists/Property marketing | If Urban Economists/Property market specialist has 10 years' experience or above and has completed a minimum of 2 similar projects and with Economics or | 10 | Certified copy of Qualification to be attached with detailed CV's |

| | | | |
|--------------------|---|------------|---|
| | Property Marketing. | | |
| | If Urban Economists/Property market specialist has 5 to 10 years' experience and has completed a minimum of 2 similar projects and with Economics or Property Marketing. | 8 | Certified copy of Qualification to be attached with detailed CV's |
| | If Urban Economists/Property market specialist has 3 to 5 years' experience and has completed a minimum of 2 similar projects and with Economics or Property Marketing. | 5 | Certified copy of Qualification to be attached with detailed CV's |
| Total | | 10 | |
| Grand Total | | 100 | |

Only tenderers who will achieve a score of more than 60% of the total available points will qualify for stage two of the evaluation.

Final stage of evaluation

Price and Preferential points

| | |
|------------------------------|-------------------------|
| • Price | 80 points |
| • B-BBEE verification status | <u>20 points</u> |
| Total | 100 points |

The bidder shall attach to this page the following:

| COMPULSORY DOCUMENTS | TICK |
|--|-------------|
| a) Proof of registration with CSD- starting with (MAAA) | |
| b) Joint Venture Agreement (if necessary) | |
| c) Tenderer owned property- original or certified copy of the tenderers latest municipal account statements e.g. rates, electricity, water, refuse etc. | |
| d) Tenderer is a tenant- original or certified copy of certificate from Landlord certifying that all tenants payments in respect of all municipal rates and taxes are paid up. | |
| e) Form of offer fully completed | |
| f) MBD 1,4,8 and 9 fully completed | |

NB: Failed to submit the above documents your tender will be disqualified

| DOCUMENTS TO BE SUBMITTED | TICK |
|---|-------------|
| a) Certified 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) Certified BBBEE verification certificate for Preferential points claim or sworn affidavit | |
| d) Certified copies of Identification documents of all members/directors of the entity | |
| e) Proof of Registration for Key personnel (Project Manager – SACPLAN / SAGC | |
| f) All information supporting the above forms such as Curriculum Vitae, copies of qualification for key personnel, details of ownership, relevant experience etc. | |

!

INDIVIDUAL SHAREHOLDERS TAX NUMBERS

| NAME OF SHAREHOLDER | TAX NUMBER |
|----------------------------|-------------------|
| | |
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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 bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1(one) year from the date of approval.
3. It is the duty of the bidders to ensure the validity of the Tax Clearance Certificate.
4. The valid 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 bids 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.
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.

MBD 3 - PRICING SCHEDULE

Rates of Professionals per hour5gb

| Item | Description | QTY | Rate (Per hour) |
|------|---|-----|-----------------|
| 1. | Town and regional planner (Project manager) rate per hour | 1 | |
| 2. | Architechs and Urban designers rate per hour | 1 | |
| 3. | Land Surveyor rate per hour | 1 | |
| 4. | Outdoor advertising specialists rate per hour | 1 | |
| 5. | Urban Economists/Property market specialist rate per hour | 1 | |
| 6. | Geographic information systems rate per hour | 1 | |
| | Sub Total | | |
| | Vat @ 15% | | |
| | Total | | |
| | | | |

N.B: Kindly attach a detailed pricing.

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.....
.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

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

.....
Signature

.....
Date

.....
Capacity Name of Bidder

.....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 WAS AMENDED TO ALIGN WITH NEW B-BBEE CODES OF GOOD PRACTICE IN THE 2017 REGULATIONS PURCHASES

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

9

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000; and
- the 90/10 system for requirements with a Rand value above R50 000 000.

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

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The points for this bid are allocated as follows:

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

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

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

2. GENERAL DEFINITIONS

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

- 2.2 “**Bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 “**Comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 “**Consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 “**Contract**” means the agreement that results from the acceptance of a bid by an organ of state.
- 2.7 “**Control**” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.11 “**Management**” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 “**Owned**” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 “**Person**” includes reference to a juristic person.
- 2.14 “**Rand value**” means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 “**Small, Medium and Micro Enterprises (SMMEs)** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 “**Sub-contracting**” means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 “**Trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 “**Trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 3.3 Points scored will be rounded off to 2 decimal places.
- 3.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

l.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

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

7. BID DECLARATION

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

8. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

District Municipality where business is situated:

Registered Account No:

Stand No:

(LOCAL MUNICIPALITY ACCOUNT) *RATES, REFUSE, ELECTRICITY ACCOUNTS

Local Municipality where business is situated:

Registered Account No:

Stand No:

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

12 Consortium / Joint Venture

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

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

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

- (i) The information furnished is true and correct.
- (ii) The BEE status claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and

- (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

WITNESSES:

- 1.
- 2.

| |
|----------------------------------|
| Signature(s) of bidders |
|----------------------------------|

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

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied). | 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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, 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). | 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: | | |
| Item | Question | Yes | No |
| 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

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 bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Position

.....
Name of bidder

.....
Date

E
AGREEMENTS AND CONTRACT DATA

Form of Offer and Acceptance

A: Offer

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

TENDER NO: PD – B032/20/21 A PANEL OF 6 (SIX) TOWN PLANNING CONSULTANTS TO PROVIDE TOWN PLANNING SERVICE TO THE DR NKOSAZANA DLAMINI ZUMA LOCAL MUNUCIPALITY FOR A PERIOD OF 3 YEARS.

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

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

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

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

R (in figures),

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

Signature:

Name: (in capitals).....

Capacity of Signatory:

Name of Tenderer (organisation):

Address:
.....

Tel: **Fax:**

Witness:

Signature: **Name:**

Date:

Failure to complete and sign this form will invalidate your bid

B: Acceptance

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

The terms of the contract, are contained in

- Pricing data

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

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

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

Signature:

Name: (in capitals).....

Capacity:

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

Address:
.....
.....

Witness:

Signature: **Name:**

Date:

CONDITIONS OF CONTRACT

Contract No. _____

Name of Contract: _____

entered into between

Name of Institution

herein represented by _____

in his/her capacity as _____

and

Name of Vendor

Registration Number

herein represented by _____

in his/her capacity as _____

and duly authorized by resolution dated _____

a copy of which is annexed hereto marked _____

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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 bids.
- 1.2 **“Contract”** means the written agreement entered into between the Purchaser and the Vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the Vendor under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.

- 1.10 **“Delivery into consignee’s store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Vendor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the Vendor is required to supply to the Purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods/works or the rendering of a service.
- 1.20 **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the Institution purchasing the goods/works and/or service.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Vendor covered under the contract.
- 1.25 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but **excluding immovable property**, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific Vendors, services or works.
- 2.3 Where such Special Conditions of Contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the Purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

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.

(c)

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.

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

Prepared by:

CHAIRPERSON OF BSC: SIGNATURE:
DATE:

MANAGER SUPPLY CHAIN MANAGEMENT: SIGNATURE:
DATE: