

# MUNISIPALITEIT DAWID KRUIPER MUNICIPALITY



## BID

### PRECINCT PLANNING TO SUPPORT THE NEIGHBOURHOOD DEVELOPMENT PROGRAMME

DIRECTORATE DEVELOPMENT AND PLANNING

PRIVATE BAG X6003

UPINGTON

8800

### NOTICE TN039/2019

Bidders name : \_\_\_\_\_

Bid Price : R \_\_\_\_\_

**DAWID KRUIPER MUNICIPALITY**

**PRECINCT PLANNING TO SUPPORT THE NEIGHBOURHOOD  
DEVELOPMENT PROGRAMME**

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# DAWID KRUIPER MUNICIPALITY

Republic of South Africa



**DAWID KRUIPER MUNICIPALITY PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT  
PRECINCT PLANNING TO SUPPORT THE NEIGHBOURHOOD  
DEVELOPMENT PROGRAMME**

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**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

## General Conditions of Contract

### 1. Definitions

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

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

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

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- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent Rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for Dawid Kruiper municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in Dawid Kruiper municipality.

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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

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

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- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and Documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
- 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.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified
- 13. Incidental Services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

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

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

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- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person. restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

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- 24. Antidumping and countervailing duties and rights**      24.1      When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**      25.1      Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2      If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**      26.1      The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**      27.1      If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2      If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3      Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4      Notwithstanding any reference to mediation and/or court proceedings herein,  
 (a)      the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
 (b)      the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

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

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

Revised July 2010

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# **DAWID KRUIPER MUNICIPALITY**

## **SPECIFICATION**

### **PRECINCT PLANNING TO SUPPORT THE NEIGHBOURHOOD DEVELOPMENT PROGRAMME**

#### **1. PURPOSE**

Dawid Kruiper Municipality is requesting proposals and quotations from multi-disciplinary teams of built environment Professional Service Providers. The purpose of the appointment is to finalise precinct plans for Upington within the Dawid Kruiper Municipality.

#### **2. BACKGROUND**

The National Treasury and the Department of Rural Development and Land Reform have established the **Rural Towns Programme** in partnership with the Department of Cooperative Governance (DCoG); Department of Trade and Industry (DTI); Department of Public Works (DPW); Department of Planning and Monitoring (DPME) and SALGA to ensure that rural municipalities receive attention and assistance towards spatial transformation.

The rural towns programme aims to facilitate a sustainable and vibrant network of small towns and livelihoods within strategically located regional centres of economic and social activity. The intention is to support strategic, spatially coordinated planning and investment in infrastructure and human development in these areas to contribute to economic growth, job creation and poverty reduction.

The Departments have agreed on a common targeting approach and prioritisation of rural municipalities for development with immediate focus on small towns of these rural Municipalities. Dawid Kruiper Municipality is one of the participating municipalities of this programme. For the purposes of qualifying for further funding, the Municipality is required to develop concept plans for Upington focus areas, in order to develop Precinct Plans for council approval.

#### **3. THE NEIGHBOURHOOD DEVELOPMENT PROGRAMME**

The NDP was established in 2006 and is responsible for managing the Neighbourhood Development Partnership Grant. In 2012/13 the NDPG programme was revised in accordance with a new strategy. The focus of this Urban Networks Strategy (UNS), as the name implies, is to shift infrastructure investments towards the creation of efficient and effective urban centres that will increase economic growth, spatially target investment, create employment and increase access to urban amenities, especially for the poor located in marginalised settlement areas. The development of such underserved neighbourhoods in the absence of an integrated and co-ordinated city-wide urban regeneration strategy have had a low impact and the UNS provides the overarching framework for this transformation.

The NDP Grant for underserved neighbourhoods has a very specific focus on:

- (i) Assisting municipalities, through the Technical Assistance (TA) fund, to do credible medium to long term strategic and project planning for underserved neighbourhoods to improve the basis for public sector investment decisions and to support sustainable operations and maintenance of through precinct and urban management; and
- (ii) Using the Capital Grant (CG) fund to invest in catalytic projects that have the potential to create multi-functional public and private sector hubs or corridors in underserved/disadvantage areas.

#### 4. SCOPE OF WORK

##### 4.1 PROPOSED APPROACH

The professional service provider will be responsible for submitting the Upington **focus area's** precinct plans. The proposed approach includes:

STEPS	SUMMARY OF APPROACH	TIMELINES PROPOSED	TIMELINES PROPOSED BY CONSULTANT
1	Inception and confirmation of Study Area.	2 WEEKS	
2	Rapid development of Precinct Concepts and alignment with NDP criteria as per the NDP Urban Hub Design Toolkit. [Focus on the Interchange Zone Concept]	4 WEEKS	
3	Presentation of the Precinct Concepts for the hubs that were previously prepared (incorporating NDP Urban Hub Toolkit principles) to the Municipality and NDP Evaluation Committee.	2 WEEKS	
4	Incorporate comments from the Evaluation Session and adjust Precinct Plan if required.	3 WEEKS	
5	Present Final Precinct Plan to the Municipality and NDP Evaluation Committee.	2 WEEKS	
6	Finalise the Urban Hub Precinct Plan including phasing, bulk costing.	4 WEEKS	

**NB: Please indicate your proposed timeline in the blank column above.**

Stakeholder engagement will be required as part of the precinct planning process and a stakeholder report should form a part of the final submission of the precinct plan.

**Note that existing documentation should serve as a baseline for the deliverable.**

The deliverable must take particular consideration of the following concepts:

- Economic transformation – the service provider should take cognisance and consider the concept of economic transformation as part of the precinct concept and final precinct plan. This implies that planning and urban design should allow for the economic upliftment of the entrepreneur and small business owner.
- Alignment with the latest Neighbourhood Development Programme (NDP) Urban Hub Design Toolkit;
- How the study area relates to the rest of the Municipality?

## 4.2 DELIVERABLES

The service provider will be required to review the existing high level plans and related documentation for the preparation of the precinct plans. Note that existing knowledge, information and experience will be used to review and finalise the documentation to align to the NDP strategic approach.

The Precinct Plan should respond to the National Treasury guidelines and the professional service providers are required to extensively consult the NDP guidelines including:

- **Urban Hub Design Toolkit (Municipal and Practitioners Guide)**
- **TOD Targets Calculator**
- **Precinct Planning Compliance Checklist**
- **Precinct Concept Planning Supplementary Toolkit**
- **Precinct Concept Presentation Template**
- **Final Precinct Plan Presentation Template**

The table below provides the proposed components of Precinct Plans:

NR	MILESTONE/ DELIVERABLE	CONTENT
1	<b>Inception</b> Report	<ul style="list-style-type: none"> <li>• Confirmation of the Professional Service Provider (PSP) multidisciplinary teams.</li> <li>• PSP strategic Approach and methodology for the programme as guided by the NDP.</li> <li>• Workplan with Cashflows, Milestones, Key tasks, Timelines, Invoice Schedule, Costs as guided by the NDP template.</li> <li>• Programme Management Structure.</li> <li>• Stakeholder engagement plan and approach (identification and segmentation, including: Strategic approach and multidimensional engagement from <i>Precinct concept development to Final precinct design stage</i>).</li> <li>• Contract Management (Muni/NDPP)</li> </ul> <p><i>Note that the service providers will be required to confirm the following actions within the inception report:</i></p> <ul style="list-style-type: none"> <li>• Preparation of action minutes of all meetings</li> <li>• Develop ToR for Project Steering Committee</li> </ul>
2	Precinct Investment <b>Concept</b> Presentation	<p><b>Presentation and draft document to the Municipality and NDP at National Treasury:</b></p> <ul style="list-style-type: none"> <li>• Confirmation of study area.</li> <li>• Presentation of <i>draft Precinct Profile</i> as per existing documentation (desktop).</li> <li>• Presentation of the <i>draft precinct concept</i> taking cognisance of Urban Hub Design Toolkit Principles and Good Design Guide.</li> <li>• Presentation of the Transit Oriented Development (TOD) Targets Calculator.</li> <li>• Concept Phasing/Sub-Precincts taking cognisance of capital web.</li> <li>• Stakeholder Engagement Component to include stakeholder analysis, summary of engagements to date, synthesise information, identify list of precinct interventions, identify champions per stakeholder group, set up of Precinct Steering Committee (PSC) and broader Stakeholder Forum. Maintain register of all attendees, create a database of stakeholders in the precinct (name surname, mobile numbers, email, etc)</li> <li>• Presentation to the Municipality and NDPP at National Treasury – include any amendments.</li> </ul>

3.	<b>Draft</b> Precinct Investment Plan Report	<p><b>Update &amp; finalise Concept and Precinct Profile:</b></p> <ul style="list-style-type: none"> <li>• Precinct Profile including; <ul style="list-style-type: none"> <li>▪ The regional and local context,</li> <li>▪ land legal status (eg. land uses, zonings, leases, ownership),</li> <li>▪ environmental considerations,</li> <li>▪ bulk services capacity and or constraints,</li> <li>▪ transport and roads considerations (public and private),</li> <li>▪ housing options and plans for the area,</li> <li>▪ pedestrian access and movement,</li> <li>▪ informal trading and economic opportunities.</li> </ul> </li> </ul> <p>Community profile through a thorough stakeholder engagement process - which is based on the following:</p> <ul style="list-style-type: none"> <li>▪ Community demographics</li> <li>▪ Community needs/concerns</li> <li>▪ Social facilities</li> <li>▪ Identify other public and private organisations working/offering services within the precinct.</li> <li>▪ Unemployment</li> <li>▪ SMMEs (existing and possible opportunities)</li> <li>▪ Safety concerns</li> <li>▪ SWOT analysis of precinct (consolidation of all above matters/issues)</li> <li>▪ Status of infrastructure (operation and mainenance)</li> </ul> <ul style="list-style-type: none"> <li>• Precinct Design Plan</li> <li>• Land use budget (LUB)</li> <li>• Sub precinct definition and prioritisation</li> <li>• TOD targets calculator</li> <li>• Draft Precinct Delivery Plan including projects, phasing, timelines, high level costing, funders, responsibilities = Intergovernmental Project Pipeline (IGPP) and Precinct Interventions.</li> <li>• Proposed Precinct marketing and branding</li> <li>• Proposed Institutional Structure arrangement to develop the Precinct.</li> <li>• Stakeholder Engagement Report to include stakeholder analysis, summary of engagements to date, summary of key engagement outcomes, identify list of precinct interventions, identify champions per stakeholder group, set up of Precinct Steering Committee (PSC) and broader Stakeholder Forum. Maintain register of all attendees, create a database of stakeholders in the precinct (name surname, mobile numbers, email, etc).</li> </ul>
4	<b>Final</b> Precinct Investment Plan Presentation	<ul style="list-style-type: none"> <li>• Comments incorporated from the Draft Precinct Investment Plan</li> <li>• Precinct Profile</li> <li>• Detailed Precinct Design/Investment Plan</li> <li>• TOD Targets Calculator</li> <li>• Land Use Budget (LUB)</li> <li>• Sub precinct definition and prioritisation</li> <li>• Basic Design Guidelines as per Good Design Guidelines</li> <li>• Precinct Delivery Plan including Projects, Phasing, Timelines, High Level Costing, Funders, Responsibilities = Intergovernmental Project Pipeline (IGPP) and Precinct Interventions</li> <li>• NDP Precinct Baseline 0 Projects (5 priority projects) – populating existing NDP templates.</li> <li>• Precinct marketing and branding</li> <li>• Final Institutional Structure arrangement to develop the Precinct (establishment)</li> </ul>

		<ul style="list-style-type: none"> <li>• Stakeholder engagements report</li> </ul>
5	Precinct <b>Development Plan</b>	<ul style="list-style-type: none"> <li>• Structure that operationalise the Precinct Investment Plan</li> <li>• Reporting to NDPP</li> </ul>

**Alternative comments in the table below:**

NR	MILESTONE/DELIVERABLE	COMMENT
1		•
2		•
3.		•
4.		•
5.		•

**Note:**

- Given the nature of skill sets required a multi-disciplinary team approach is required.
- If any additional investigations and/or studies are required, these will then be procured as a separate bid/appointment.
- It is essential that the service providers study existing documentation and follow the methodology proposed within the **NDP URBAN HUB DESIGN TOOLKIT** where possible, as part of the outputs.
- The service providers are to produce detailed and clear maps with status quo and design information.
- The data provided must be in GIS format that is compatible with ESRI ArcMap and Planet GIS:
  - The coordinate system must be projected on the datum: Hartebeeshoek 1994 and referenced to LO 29 WGS84.
  - All datasets must ALWAYS have updated metadata. This shall conform to the published EMM metadata catalogue; this is in compliance of Spatial Data Infrastructure act 54 of 2003.
- All software programmes used to share information / data must be compatible to EMM systems.
- Submit 3 hard copies and an electronic copy of each deliverable (one document per deliverable/milestone) as part of the invoice payment process including a final plan/design framework/picture of the hub in high resolution electronic format (Jpeg) to use in presentations.
- All information produced, vests with DKM.

## 5. KEY EXPERTISE AND/OR EXPERIENCE REQUIRED

A **multi-disciplinary team** comprising professionals in the fields of town planning, civil engineering, urban design, quantity surveying, logistics, transportation planning, economic development planning, environmental specialist and financial experts should demonstrate an in-depth understanding of Transit Orientated Development, commercialisation and property economics and urban development and management.

The make-up of the multi-disciplinary team will have sound knowledge and proven experience – estimate at 10 years per discipline (with evidence of projects of a similar nature) of:

- Intergovernmental relations;
- Legislation pertaining to local government;
- Infrastructure development;
- Strategic planning;

- Urban design and local planning;
- Commercial modelling;
- Stakeholder management;
- Financial management;
- Working with communities;
- Partnership building with public and private sector; and
- Good verbal and written communication skills

The team will have commitment to:

- Professional / Registered Persons Code of Ethics and Standards;
- Professional liability
- Evidence of service to society (through mentorship and/or internship programmes) component
- Participation in lifelong learning and continuing professional development activities

## 6. TIME FRAMES

**It is anticipated that the duration of this project will be ± 5 months. Service providers will be required to submit a Work Plan as part of inception and to constantly review/update the Work Plan as the project commences. The Work Plan must include roles and responsibilities, outputs and milestones as well as clear timeframes.**

It is also important to note that those activities / tasks, which can run parallel, must be done simultaneously, in order for the project to be completed in the shortest possible time.

## 7. SUBMISSION REQUIREMENTS

The following items are required in submission from the bidder in order for bids to qualify for evaluation in the following order:

ITEM	DESCRIPTION
1. COVERING LETTER	<ul style="list-style-type: none"> <li>• Name and contact details of bidder</li> <li>• Valid Tax Clearance Certificate</li> <li>• Any special conditions (if any)</li> </ul>
2. TECHNICAL PROPOSAL	<p>To contain:</p> <ul style="list-style-type: none"> <li>• Brief understanding of the project and the project components [max 3 pages]</li> <li>• Provide details of the proposed methodology for the successful completion of the project [max 3 pages]</li> <li>• Provide a statement on experience in respect of NDP, project and financial management, infrastructure development as well as knowledge of TOD, Commercialisation and Property Economics and Urban Development and Management [max 3 pages]</li> <li>• Supply a list of key members setting out the professional role, hourly rates and experience/skills of each professional as well as a resourcing diagram to illustrate how the proposed multi-disciplinary team intend to collaborate with their expertise and experience to conduct the work.</li> </ul>
3. COST SCHEDULE	<ul style="list-style-type: none"> <li>• To contain a breakdown of professional fees as per indicated Sections of this document</li> </ul>
4. TIME SCHEDULE	<ul style="list-style-type: none"> <li>• Draft Project Plan and Expected Delivery Date/s per deliverable – taking into account of relevant section in this document</li> </ul>

## 8. CLOSING DATE

Sealed bids clearly marked “TN039/2019 : PRECINCT PLANNING TO SUPPORT THE NEIGHBOURHOOD DEVELOPMENT PROGRAMME ” must be placed in the Municipal tender Box **before or at 14:00 on Friday, 21 June 2019** and will be opened directly thereafter in the Councillor Chambers at the Municipal Offices.

The submissions should be in **one hard copy format** and **one electronic copy** and contained within a sealed envelope and should be submitted no later than **Friday, 21 June 2019**.

## 9. GENERAL REQUIREMENTS

- 9.1 This bid document as a whole, without any alteration, modification, deletion, editing or formatting of the documents content, must be completed and returned no later than the closing date and time to be evaluated. Any incomplete, altered, modified, edited or formatted document will not be considered.
- 9.2 The lowest or only bid will not necessarily be accepted.
- 9.3 Bids per fax or E- mail will also not be considered, only the original signed document will be accepted.
- 9.4 The following forms, Summary of items and bid price, MBD 1, MBD 4, MBD 6.1, **MDB 7.2**, MBD 8 and MBD 9, must be completed.
- 9.5 Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy.
- 9.6 B-BBEE points would be allocated if:
  - 9.6.1 A certified copy of the B-BBEE certificate or
  - 9.6.2 An original Sworn Affidavit is attached to the bid document.

## 10. COMPULSORY DOCUMENTATION

These documents **must be attached** to the bid form. Bids not containing these documents will be deemed as incomplete. (See appendix F)

- 10.1 A copy of the Municipal account not older than 3 months.
- 10.2 If the bidder is not liable for levies for municipal services, a Sworn Affidavit indicating reasons as to why a municipal account cannot be submitted and/or a Lease Agreement indicating such must be provided.
- 10.3 Bidders must be registered at National Treasury’s Central Suppliers Data Base (CSD) and proof must be submitted.
- 10.4 A copy of the tax clearance certificate issued and/or the document issued by SARS indicating the tax clearance PIN. Please note that it is the responsibility of the supplier to ensure that all tax related matters are in order daily.
- 10.5 **All the requirements as per Section 6 and 7 of this tender.**

## 11. BID PRICING

- 11.1 Bidders are required to quote prices according to the price schedules and specifications.
- 11.2 Price(s) quoted must be valid for at least 90 (ninety) days from bid closing date
- 11.3 Price(s) quoted must be firm and must be inclusive of VAT.
- 11.4 All prices must include delivery cost, accommodation and travel cost.

## 12. METHOD OF DELIVERY AND ADDRESS



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

Dawid Kruiper Municipality  
Head building  
Mutual Street  
Upington  
Northern Cape

### 13. FUNCTIONALITY

**BIDDERS WILL BE EVALUATED ON FUNCTIONALITY AND MUST SUBMIT THE FOLLOWING INFORMATION:**

1. Compliance to general requirements of this specification, e.g. proof of Affiliation and Skills Requirements - Provide proof that the project and the different components thereof is understood and give an explanation thereof of no longer than 3 written pages. **If no proof is submitted, your bid will be deemed as non-responsive.**
2. Provide details of the proposed methodology for the completion of the project (Max 3 pages) - Provide written details of the proposed methodology for the completion of the project of no longer than 3 pages in order to indicate an understanding of the methodology. **If no proof is submitted, your bid will be deemed as non-responsive.**
3. Previous experience and proof of similar work successfully concluded - Proof of **SIMILAR** projects completed, including **contactable references** or **reference letters with clients' letterhead** will only be accepted as proof of experience. Only add projects of similar scope.
4. Format and quality of relevant previous services rendered to **Government and/or Local Authorities** - Proof of previous services rendered to other **Government and/or Local Councils**, including project details and contactable references **(Please note: Only reference letters on client letterheads will be accepted as proof)**
5. Level of expertise and qualifications of key members of multi-disciplinary team - Level of expertise and qualifications of key members of multi-disciplinary team

Table 1: Functionality Percentage Score as per Supply Chain Management Policy			
	(W)	(V)	(W x V)
Criteria	Weight	Value	Score
Compliance to Terms of Reference	20		
Provide detail of the proposed methodology for the completion of the project	15		
Previous experience and proof of similar work successfully concluded	20		
Format and quality of relevant previous services rendered to <b>government and/or</b> local Authorities	5		
Level of expertise and qualifications of key members of multi- disciplinary team	15		
<b>Total Weight</b>	<b>75</b>	<b>25</b>	<b>So</b>

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

Fp = 65%

#### Functionality point's basis

- The calculation of the functionality percentage score to be earned is set out in Table 1 above
- Quotations or bids that scored less than a **65% functionality percentage (Fp)** in Table 1 above where  $Fp = So / 375 \times 100$ , will be disqualified.
- Functionality will only be applicable to consultants or to long term contracts where the monetary value of the contract cannot be determined exactly.

**Table 4: Functionality percentage score.**

**1. Compliance to Terms of Reference**

**Evaluation criteria: Provide brief understanding of the project and project components (Max 3 pages)**

Poor	Summary shows no understanding of the project and project components.	1
Average	Not Applicable	
Good	Not Applicable	
Very Good	Not Applicable	
Excellent	Summary shows excellent understanding of project and project components	5

**2. Provide details of the proposed methodology for the completion of the project (Max 3 pages)**

Poor	Details of the proposed methodology for the completion of the project provided but not clear or does not meet the requirements of the project.	1
Average	Not Applicable	
Good	Not Applicable	
Very Good	Not Applicable	
Excellent	Provided details of the proposed methodology for the completion of the project which meets the requirements of the project.	5

**3. Previous experience and proof of similar work successfully conducted**

Poor	No proof on experience in respect of NDP, project and financial management, infrastructure development as well as knowledge of TOD, commercialization and Property Economics	1
Average	One evidence provided on experience in respect of NDP, project and financial management, infrastructure development as well as knowledge of TOD, commercialization and Property Economics	2
Good	Two evidences provided on experience in respect of NDP, project and financial management, infrastructure development as well as knowledge of TOD, commercialization and Property Economics	3
Very Good	Three evidences provided on experience in respect of NDP, project and financial management, infrastructure development as well as knowledge of TOD, commercialization and Property Economics	4
Excellent	Four or more evidences on experience in respect of NDP, project and financial management, infrastructure development as well as knowledge of TOD, commercialization and Property Economics, provided.	5

**4.Format and quality of previous services rendered to Government and/or Local Authorities**

Poor	No proof of any previous services rendered to Government and/or Local Authorities	1
Average	Reference of previous services rendered to Government and/or Local Authorities – 1 Project	2
Good	Reference of previous services rendered to Government and/or Local Authorities – 2 Projects	3
Very Good	Reference of Previous services rendered to Government and/or Local Authorities – 3 Projects	4
Excellent	Reference of previous services rendered to Government and/or Local Authorities – 4 or more projects	5

**5.Level of expertise and qualifications of key members of multi-disciplinary team**

Poor	No members of multi-disciplinary team comply to preferred level of expertise	1
Average	Two members of multi-disciplinary team comply to preferred level of expertise	2
Good	Four members of multi-disciplinary team comply to preferred level of expertise	3
Very Good	Six members of multi-disciplinary team comply to preferred level of expertise	4
Excellent	Eight or more members of multi-disciplinary team comply to preferred level of expertise	5

**14. TERMS AND ACRONYMS**

Acronyms	Definition
CG	Capital Grant
DORA	Division of Revenue Act
ICDG	An Integrated City Development Grant
NDP	Neighbourhood Development Plan
NDPG	The Neighbourhood Development Partnership Grant
SLA	Service Level Agreement
TA	Technical Assistance
ToR	Terms of Reference
DKM	Dawid Kruiper Municipality
UNS	Urban Network Strategy
Urban Network	The Urban Network consists of a transit spine and secondary network which interconnects at strategic nodes known as Urban Hubs, which are located within underdeveloped townships.
Urban Networks Strategy (UNS)	The Urban Networks Strategy is a transit oriented precinct investment planning, development and management approach. Its focus is on strategic spatial transformation that optimises access to social and economic opportunities for all and especially the poor. It aims to work towards a more efficient urban environment that creates an enabling environment for economic growth and development.
TOD	Transit Orientated Development

## **15. PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT**

In accordance with the prescriptions of Government Gazette 40553 of 20 January 2018 (Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017) the following pre-qualification criteria for preferential procurement will apply to this tender:

Only tenderers who will comply to the following criteria may respond;

15.1 Tenderers with a minimum B-BBEE level between 1-6.

**DAWID KRUIPER MUNICIPALITY****SECTION "C"**

To: The Municipal Manager  
Private Bag X6003  
UPINGTON  
8800

Sir

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

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

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

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

Tel nr: \_\_\_\_\_

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

The undersigned agrees, that in terms of these documents this Quotation shall remain open for acceptance for a period of **90 (ninety)** days from the date on which quotations are returnable and that notification of acceptance by the Municipal Manager shall constitute a binding contract with effect from the date of such notification.

**Bid price (all taxes included):**R\_\_\_\_\_

Amount in words:

\_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
2019.

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

WITNESSES:

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

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

\_\_\_\_\_  
**SIGNATURE OF BIDDER**

## DAWID KRUIPER MUNICIPALITY

### SECTION "D"

#### SUMMARY OF ITEMS AND BID PRICES

All prices quoted must be VAT inclusive

##### **BID PRICING /COST SCHEDULE**

a. Bidders are required to quote prices according to the price schedules and specifications. It is compulsory that the bidder utilise the tables below as part of the financial proposal to cost and confirm financial aspects. The costs to be confirmed in terms of the following resources:

- Property Economist
- Town and Regional Planner
- Urban Designer
- Transport Engineer
- Civil Engineer
- Quantity Surveyor
- Environmental Specialist
- GIS/Mapping Specialist
- Other

##### **Note:**

- Rates must align with the gazetted industry standards
  - Industry, Government and/or Professional / Registered Persons fee guidelines comprised of either:
    1. TIME BASED FEES – for profession services used for technical assistance grant funding is used and
    2. PROJECT COST BASED FEES – on projects when capital funding is used.
- b. Price(s) quoted must be valid for at least 90 (ninety) days from bid closing date.
- c. Printing and copying costs must be included.
- d. Price(s) quoted must be firm and must be inclusive of VAT.
- e. All prices must include transport and accommodation cost.

**URBAN HUB PRECINCT PLAN COST SCHEDULE PER PRECINCT (FOR ALL HUBS)**

NR	DELIVERABLE	COST BREAKDOWN
1	Inception Report/Work Plan	
2.	Draft Precinct Plan	
3.	Final Precinct Plan	
4.	Close-Out	
	<b>TOTAL PROFESSIONAL FEES</b>	
	<b>VAT @ 15%</b>	
	<b>DISBURSEMENTS</b>	
	<b>GRAND TOTAL</b>	

**COST ESTIMATE: DAWID KRUIPER MUNICIPALITY URBAN HUBS TOTAL**

PRECINCT PLAN	PROFESSIONAL FEES	DISBURSEMENTS	VAT @15%	TOTAL
NAME OF PRECINCT PLAN				
GRAND TOTAL				

**Notes:**

1. All fees and disbursement shall be paid by National Treasury once a valid claim has been submitted by the client, Dawid Kruiper Municipality and certified to be correct. Supporting documentation will be required to validate claims and should include timesheets, travel logs, proof of payment for disbursements etc.
2. Disbursement are to be capped to a maximum of 5% of the total cost.
3. Amounts reflected for the estimated hours/months and the related tariff will be utilised for tender evaluation purposes only. The actual work required will depend on circumstances pertaining to the number of projects, budgets and resources to be managed during the execution of the services.

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

**Signature of Bidder** .....

Witnesses: 1.....

2.....

**DAWID KRUIPER MUNICIPALITY**

**SECTION "E"**

**FORMS TO BE COMPLETED**



**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DAWID KRUIPER MUNICIPALITY</b>			
BID NUMBER:	TN039/2019	CLOSING DATE: 21 June 2019	CLOSING TIME: 14:00
DESCRIPTION	PRECINCT PLANNING TO SUPPORT THE NEIGHBOURHOOD DEVELOPMENT PROGRAMME		
<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

<b>Dawid Kruiper Municipality</b>				
<b>Civic Centre</b>				
<b>Mutual Street</b>				
<b>Upington</b>				
<b>8800</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:
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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>	<b>R</b>
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Supply Chain Management Unit	DEPARTMENT	Town Planning
CONTACT PERSON	Michael Rooi	CONTACT PERSON	Conrad Geldenhuys
TELEPHONE NUMBER	054 338 7435	TELEPHONE NUMBER	054 338 7126
FACSIMILE NUMBER	-	E-MAIL ADDRESS	
E-MAIL ADDRESS	michael.rooi@kharahais.gov.za	Conrad.geldenhuys@dkm.gov.za	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

**NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....



## 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, shareholder<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 **YES / NO**  
service of the state and who may be involved with the evaluation and or  
adjudication of this bid?  
3.10.1 If yes, furnish particulars.

.....  
.....

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

.....  
.....

3.12 Are any of the company’s directors, trustees, managers, principle **YES / NO**  
shareholders or stakeholders in service of the state?  
3.12.1 If yes, furnish particulars.

.....  
.....

3.13 Are any spouse, child or parent of the company’s director’s trustees, **YES / NO**  
managers, principle shareholders or stakeholders in service of the state?  
3.13.1 If yes, furnish particulars.

.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle **YES / NO**  
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?  
3.14.1 If yes, furnish particulars:

.....  
.....





MBD 6.1

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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



## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**                      **or**                      **90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

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

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name \_\_\_\_\_ of  
company/firm:.....

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

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

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

**Stand Number:**.....

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

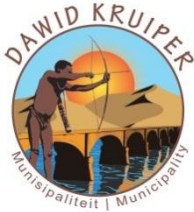
8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the  
company/firm, certify that the points claimed, based on the B-BBE status level of

contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--



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

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

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

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

MBD 8

### CERTIFICATION

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

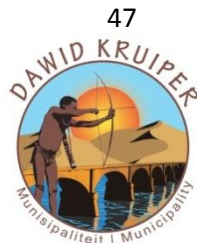
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

---

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

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

**NOTICE**

MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

TN039/2019 PRECINCT PLANNING TO SUPPORT THE **NEIGHBOURHOOD DEVELOPMENT PROGRAMME**

in response to the invitation for the bid made by:

DAWID KRUIPER MUNICIPALITY

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

I certify, on behalf of: \_\_\_\_\_  
that:

(Name of Bidder)

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

---

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



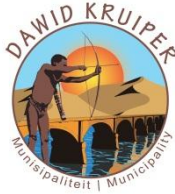
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



## CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### **PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2 .....

DATE: .....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

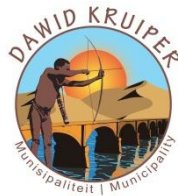
SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP
----------------

WITNESSES	
1	.....
2	.....
DATE: .....	



## **DAWID KRUIJER MUNICIPALITY**

### **SECTION "F"**

# Annexures

Attach all annexures and documents to this page

1. Tax Clearance certificate
2. CSD registration
3. Certified B-BBEE Certificate or Original Sworn Affidavit
4. Municipal account
5. Proof as per Functionality Requirements