

# MUNISIPALITEIT DAWID KRUIPER MUNICIPALITY



## TENDER

**TENDER : SAMESTELLING VAN 'N ALLESINSLUITENDE  
RUIMTELIKE ONTWIKKELINGSRAAMWERK VIR DIE  
NUUTGESTIGTE MUNISIPALITEIT DAWID KRUIPER**

**TENDER : COMPILATION OF AN ALL-INCLUSIVE SPATIAL  
DEVELOPMENT FRAMEWORK FOR THE NEWLY ESTABLISHED  
DAWID KRUIPER MUNICIPALITY**

DIREKTORAAT ONTWIKKELING  
EN BEPLANNING  
STANSBEPLANNING EN BOUBEHEER  
PRIVAATSAK X6003  
UPINGTON  
8800

DIRECTORATE DEVELOPMENT  
AND PLANNING  
TOWN PLANNING AND BUILDING CONTROL  
PRIVATE BAG X6003  
UPINGTON  
8800

**KENNISGEWING TK017/2016**

**NOTICE TN017/2016**

# MUNISIPALITEIT DAWID KRUIPER

## KENNISGEWING TK017/2016

### TENDER : SAMESTELLING VAN 'N ALLESINSLUITENDE RUIMTELIKE ONTWIKKELINGSRAAMWERK VIR DIE NUUTGESTIGTE MUNISIPALITEIT DAWID KRUIPER

Tenders word hiermee ingewag vir die samestelling van 'n allesinsluitende Ruimtelike Ontwikkelingsraamwerk vir die nuutgestigte Munisipaliteit Dawid Kruipeer.

Tenderdokumente is verkrygbaar vanaf die Bestuurder Voorsieningskanaalbestuur: Munisipaliteit Dawid Kruipeer, Privaatsak X6003, UPINGTON, 8800. Om dokumente telefonies te bestel, skakel Mnr Michael Rooi by 054 – 338 7435. Dokumente is ook beskikbaar op die webtuiste [www.kharahais.gov.za](http://www.kharahais.gov.za).

Die verpligte terreinvergadering moet bygewoon word deur die Professionele Beplanner wie in beheer van die projek gaan wees. Hierdie terreinvergadering sal plaasvind op Dinsdag 08 November 2016 om 10:00 in die Raadsaal te Munisipaliteit Dawid Kruipeer

Verseelde tenders gemerk : KENNISGEWING TK017/2016: "*SAMESTELLING VAN 'N ALLESINSLUITENDE RUIMTELIKE ONTWIKKELINGSRAAMWERK VIR DIE NUUTGESTIGTE MUNISIPALITEIT DAWID KRUIPER*" moet vóór of op **Vrydag 18 November 2016 om 14:00** in die tenderbus geplaas word en sal direk daarna in die Raadslede se Koukuskamer by die Munisipale Kantore geopen word

Die volgende voorwaardes sal geld:

- Pryse moet geldig bly vir negentig (90) dae vanaf tendersluitingsdatum.
- Pryse moet BTW inklusief wees.
- Definitiewe aflewering periode moet aangedui word.
- Tenders sal oorweeg word in terme van die toepaslike punteformule, soos bepaal deur die Raad se Voorsieningskanaalbestuurbeleid. Vorms, MBD 1, MBD 4, MBD 6.1, MBD 8 en MBD 9 moet volledig voltooi word en u tender vergesel.
- Tenders wat laat ontvang word, of onvolledig is sal nie in aanmerking geneem word nie en die laagste, enigste of enige tender sal nie noodwendig aanvaar word nie. Tenders per faks of e-pos sal ook nie oorweeg word nie.
- **Tenderaars moet 'n oorspronklike tender belastinguitklaringsertifikaat, uitgereik deur die Suid-Afrikaanse Inkomstediens, saam met die tenderdokument indien soos uitgereik tot voor/en op 17 April 2016, en/of die nuwe belastingertifikaat uitgereik vanaf 18 April 2016, en/of die dokument waarop die belastinguitreikingsertifikaat-PIN voorkom. 'n Tender sal nie oorweeg word indien een van die bogenoemde dokumente nie 'n aangeheg is nie. Let op dat die verskaffer verantwoordelik is om seker te maak dat al sy belasting verwante aspekte elke dag in orde is.**
- Geen "B-BBEE" punte sal toegeken word, as die oorspronklike of 'n gesertifiseerde afskrif van u "B-BBEE" sertifikaat nie aan u tenderdokument aangeheg is nie.

DE NGXANGA  
MUNISIPALE BESTUURDER

Burgersentrum  
Markstraat  
Privaatsak X6003  
UPINGTON  
8800

Gemsbok : 28 Oktober 2016

# **DAWID KRUIPER MUNICIPALITY**

## **NOTICE TN017/2016**

### **TENDER : COMPILATION OF AN ALL-INCLUSIVE SPATIAL DEVELOPMENT FRAMEWORK FOR THE NEWLY ESTABLISHED DAWID KRUIPER MUNICIPALITY**

Tenders are hereby invited for the compilation of an all-inclusive Spatial Development Framework for the newly established Dawid Kruiper Municipality

Bid documents and specifications are available from the Manager Supply Chain Unit, Dawid Kruiper Municipality, Private Bag X6003, UPINGTON, 8800. Telephonic requests for bid documents can be made to Mr Michael Rooi at 054 338 7435. Bid documents will be available on the following website [www.kharahais.gov.za](http://www.kharahais.gov.za).

The compulsory site meeting must be attended by the Professional Planner who will be in charge of the project. This meeting will be held on **Tuesday 08 November 2016, punctually at 10:00** in the Councils Chambers, Municipality Dawid Kruiper.

Sealed tenders clearly marked : *CONTRACT TN017/2016 : "COMPILATION OF AN ALL-INCLUSIVE SPATIAL DEVELOPMENT FRAMEWORK FOR THE NEWLY ESTABLISHED DAWID KRUIPER MUNICIPALITY"* must be placed in the tender box **before or on Friday, 18 November 2016, at 14:00** and will be opened directly thereafter in the Councilor's Caucus room at the Municipal Offices.

The following conditions will apply:

- Price(s) must be valid for at least ninety (90) days from tender closing date.
- Price(s) quoted must be firm and must be inclusive of VAT.
- A firm delivery period must be indicated.
- Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy. The following forms, MBD 1, MBD 4, MBD 6.1, MBD 8 and MBD 9 must be completed and submitted with the bid.
- Bids that are late or incomplete will not be considered, whilst the lowest or only quotation will not necessarily be accepted. Quotations per fax or E-mail will also not be considered.
- An original tender tax clearance certificate issued by SARS must accompany all bids as issued on/or before 17 April 2016, and/or the new tax clearance certificate issued as from 18 April 2016, and/or the document issued by SARS indicating the tax clearance PIN. If none of the above mentioned documents are submitted, the bids will not be considered. Please note that it is the responsibility of the supplier to ensure that all tax related matters are in order each day.
- No B-BBEE points would be allocated if the original B-BBEE certificate or a certified copy thereof is not attached to the tender document.

DE NGXANGA  
MUNICIPAL MANAGER

Civic Centre  
Market Street  
Private Bag X6003  
UPINGTON  
8800

DTB : 28 October 2016

**DAWID KRUIPER MUNICIPALITY**

**TENDER : COMPILATION OF AN ALL-INCLUSIVE SPATIAL  
DEVELOPMENT FRAMEWORK FOR THE NEWLY ESTABLISHED  
DAWID KRUIPER MUNICIPALITY**

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# DAWID KRUIPER

Republic of South Africa



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**KRUIPER MUNICIPALITY PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT  
DAWID KRUIPER**

**DAWID**

**SECTION "A"****GENERAL CONDITIONS OF TENDER****Dawid Kruiper: Republic of South Africa****TABLE OF CLAUSES**

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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 any thing 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.
  - 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.

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- 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.
- 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.



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- 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 nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity 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.
- 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 the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
- 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

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- 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.
- 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.
- 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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- 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.
- 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.

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- 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.
- 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.

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- 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 contract 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.
- 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.

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- 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works 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.
- 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.

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- 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.
- 28. Limitation of Liability** 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;  
 (a) the 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.

**THE NATIONAL TREASURY: Republic of South Africa**

**Dawid Kruiper: Republic of South Africa**

- 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.
- 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.

**THE NATIONAL TREASURY: Republic of South Africa**



**DAWID KRUIPER MUNICIPALITY**

**SECTION "B"**

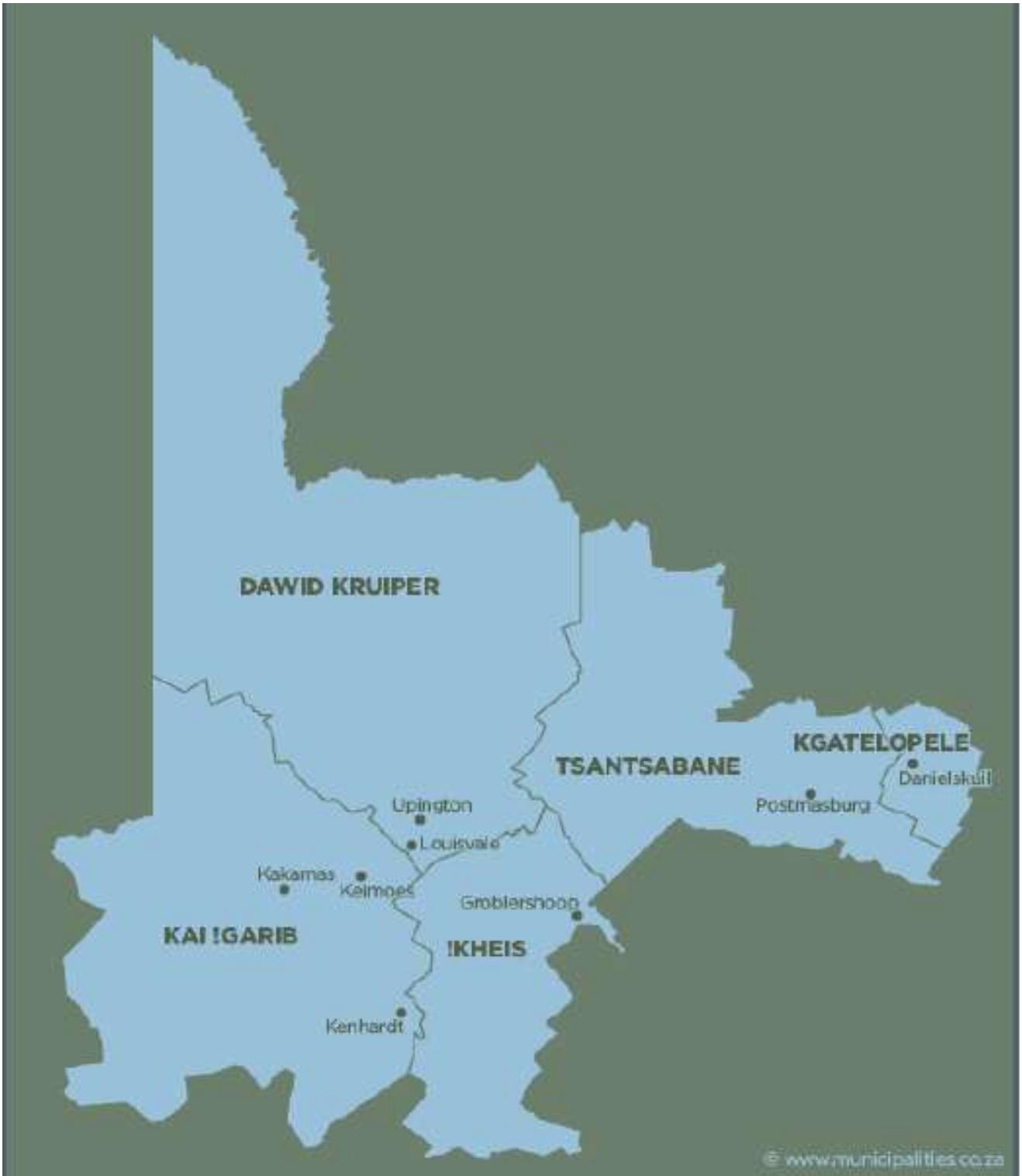
**SPECIAL CONDITIONS OF CONTRACT /  
SPECIFICATIONS**

**A. Abbreviations:**

CAD	Computer Aided Design
DRDLR	Department of Rural Development and Land Reform
I&AP's	Interested and Affected Parties
IDP	Integrated Development Plan
DKLM	Dawid Kruiper Local Municipality
MSA	Municipal Systems Act, Act 32 of 2000
MSDF	Municipal Spatial Development Framework
NCPDA	Northern Cape Planning and Development Act, Act 7 of 1998
PMT	Project Management Team
PSC	Project Steering Committee
SACPLAN	South African Council for Planners
SDF	Spatial Development Framework
SLA	Service Level Agreement
SPLUMA	Spatial Planning and Land Use Management Act, Act 16 Of 2013

**B. Annexures:**

- **Annexure 1: Map of Municipal area.**



## 1. Introduction:

### 1.1. Project Background:

The purpose of the proposed project is to compile an all-inclusive SDF for the newly established Dawid Kruiper Municipality (previously consisting of //Khara Hais and Mier Municipalities) which will give a proper visual presentation of the spatial vision of the Municipality and adhere to all applicable legislation and requirements.

The SDF of the previous //Khara Hais Local Municipality was developed and approved in 2012, under the auspices of the Northern Cape Planning and Development Act (NCPDA), Act 7 of 1998. The previous Mier area has no approved SDF document. The Spatial Planning and Land Use Management Act (SPLUMA), Act 16 of 2013, has now come into effect, which in turn affects the legal reference framework of the previous document and makes decision-making processes in the total new area very difficult.

## 2. Understanding the Legislative, Policy and Contextual Framework:

### 2.1. Introduction:

A Spatial Development Framework (SDF) can be seen as a core component of a municipality's economic, sectoral, spatial, social, institutional and environmental vision. It may therefore be described as a tool to achieve the desired spatial form of the municipality. According to the Municipal Systems Act (MSA), Act 32 of 2000, all municipalities must draft and adopt a SDF as part of its Integrated Development Plan (IDP).

Section 5 of the MSA provides for the preparation of IDP's, but the following matters contained therein, may be described as being relevant to SDF Development:

- 26(e) lists an SDF as a core component of an IDP and requires that the SDF provide basic guidelines for a Municipal Land Use Management System.
- 24(1) requires that municipalities should **align their planning with national** and provincial planning, as well as those of affected municipalities.

The second point is of particular importance to the new Dawid Kruiper area, as the previous SDF was developed under the NCPDA and Mier area has no SDF. With the introduction of SPLUMA in 2013 and the subsequent enforcement thereof since 2015, it implies that their SDF pertains to redundant legislation. The re-alignment thereof in terms of SPLUMA principles would therefore form part of this project.

### 2.2. SPLUMA and the SDF Amendment:

Section 21 of SPLUMA contains a very specific list of inclusions which should form part of the SDF. This section will therefore form the main framework within which the SDF process would be approached and the adherence to these inclusions through the new SDF should imply a movement towards SPLUMA compliance.

**The new SDF for Dawid Kruiper Municipality must be undertaken in accordance with Sections 20 and 21 of SPLUMA and MUST include and adhere to all requirements in this regard.**

### 2.3. SDF Guidelines:

The DRDLR published the final draft SDF Guidelines in **September 2014**, which was developed as being SPLUMA informed. An extract from these guidelines reads as follows:

“The SDF guidelines takes its point of departure from SPLUMA's requirements and stipulations for the preparation of SDF's while aiming to incorporate SPLUMA's founding spatial principles into the SDF preparation process”

This SDF will therefore also be informed by the process principles contained in these guidelines, which will ensure a further movement towards SPLUMA compliance.

In summary: the SDF Guidelines of 2014 will form the basis upon which the **Project Methodology** is based.

#### 2.4. The Status Quo:

As previously mentioned in this report, the previous //Khara Hais municipal area of the newly established Dawid Kruiper Municipality previously had an SDF document which was approved in 2012. This document has been developed in terms of the SDF Guidelines of that time and in terms of the NCPDA, which have now been replaced by the 2014 SDF Guidelines and SPLUMA, respectively.

The current SDF of the previous //Khara Hais area is legislatively aligned with the legislation of the time, although it does not address all the matters contained in SPLUMA – an issue which will have to be explored through this project and amended in this process.

The basis of information of the previous Mier area is however limited to the District Municipal SDF and no approved Zoning Scheme was developed under NCPDA. The successful bidder will have to conduct a detailed land use survey and compile a landuse map of the total Mier area in order to compile the SDF together with new maps for the amalgamated area of DKLM.

### 3. Project Objectives & Deliverables:

From the above, the project objective may be outlined as follows:

- a. Compile a new SDF for the newly established Dawid Kruiper Municipality which, in addition to the requirement included in SPLUMA and the final draft SDF Guidelines provided by DRDLR, should also include the following work:
  - Develop a detailed land use map, which includes all towns and farming areas of the previous Mier Municipal area to serve as a basis for the compilation of maps which will form part of the visual representation of proposals for future development in the newly amalgamated Dawid Kruiper Municipal area.
  - The final SDF plans must be incorporated into the existing GIS system of Council. This must be done in conjunction with the GIS service provider of the Municipality and the cost thereof to be included in the tender

The above should be achieved by following the methodology set out in the SDF Guidelines, as published by DRDLR in 2014 as well as the requirements as set out in SPLUMA and should at least include the following processes:

### 4. Project Methodology:

#### 4.1. Process Phases:

As mentioned in the terms of reference, the project methodology will be informed by the 2014 SDF Guidelines and SPLUMA. In these terms, the project is broken down into phases, with each phase being accompanied by stakeholder engagement, monitoring and evaluation:

Phase 1:	Policy Context and Vision Directives
Phase 2:	Spatial Challenges and Opportunities
Phase 3:	Spatial Proposals
Phase 4:	Implementation Framework
Phase 5:	Final MSDF

## **5. Summary of Process Phases:**

### **5.1. Phase 1 – Policy Context and Vision Directives:**

The following aspects will also be covered in this phase:

- Formal set-up of Project Management Team (PMT)
- Identification of key I&AP's.
- Identification of Provincial and National Departments for involvement.
- Set-up of I&AP's register.
- Notification of intent in the Provincial Gazette.
- Invitation & Set-Up of Project Steering Committee (PSC).
- Development of focus groups, if so required by the DKLM.
- Review of the targets of this process and that of the current SDF.

### **5.2. Phase 2 – Spatial Challenges & Opportunities:**

The following aspects will also be covered in this phase:

- Review of the most recent IDP and ascertaining the spatial challenges of the DKLM in terms of a socio-economic, biophysical and built environment perspective.
- Undertake a detailed site investigation regarding the existing land uses of the Mier area.
- Environmental Analysis in order to take environmental factors into account in SDF proposals.
- Agricultural land analysis in order to determine valuable agricultural resources and land to be taken into account in the SDF proposals.
- Stakeholder engagement as per the 2014 SDF Guidelines.

### **5.3. Phase 3 – Spatial Proposals:**

The inclusions of this Phase may be summarised as follows:

- Giving meaning to the spatial vision of the DKLM, as well as contextualising this in a framework of decision-making, including the total amalgamated area.
- Development of spatial strategies with the inclusion of structuring elements indicated on maps in order to guide development and investment.
- Compiling the above into a map format.
- Combining the findings of Phases 1-3 into a Draft SDF Report.
- Stakeholder engagement will be of critical importance in this phase as not only the PMT and PSC will be involved, but the general public will also be engaged.

### **5.4. Phase 4 – Implementation Framework:**

As with Phase 3, this will be a critical component of the SDF as the findings of the previous phase will have to be translated in to measurable implementation procedure.

This component of the SDF will focus on the following:

- Developing a set of policies and guidelines that will support the implementation of the spatial proposals of the SDF. This will be done with respect to the proposals already made in the current DKLM SDF and new policy proposals will look to supplement the proposals of Phase 3.
- Within the SDF Guidelines, the development of a Capital Investment Framework is mentioned, but is not at this stage included in the TOR.
- Compiling the above into a consolidated implementation framework.

### **5.5. Phase 5 – Final SDF**

This phase will mark the culmination of the SDF Amendment process and will in this particular process be marked by the consolidation of all amendments into a final SDF for Dawid Kruiper Municipality. It will include, but not be limited, to the following:

- Refining of the draft SDF documentation from Phase 3, based on the stakeholder engagement from the end of Phase 3 and Phase 4.
- Prepare summary documentation, pamphlets and Brochures etc. of key spatial proposals from the SDF.
- Submit all of the above to the DKLM for Council approval.
- Facilitate follow up meetings with relevant municipal departments in order to ensure understanding and alignment with the SDF.
- Identify priority areas for local area plans and precinct plans.
- Ensure that proposals are fed into the next round of IDP Review.
- Attain PSC endorsement.
- Attain Council approval.
- Set up a monitoring and evaluation process for the SDF.
- Assign a person/department responsible for SDF monitoring.
- Provide the Municipality with not less than 12 hardcopies of the final SDF document.
- Provide the Municipality with not less than 10 cd's of the SDF in PDF format and 2 cd's in MS Word Format.
- The final SDF plans must be incorporated into the existing GIS system of Council. This must be done in conjunction with the GIS service provider of the Municipality and the cost thereof to be included in the tender.

#### 6. Budget & Timeframe:

TOR and request quotations / tender.	November 2016
Give reasonable notice of the new SDF Appoint consultant	December 2016-January 2017
Advertise in newspapers (Check to also advertise in municipal newsletter) I&AP to register –add to advert	January-February 2017
Comments and Response table and amendments to maps	March/April 2017
Draft SDF	May-July 2017
Advertise for 60 days	August-September 2017
Finalise SDF	October 2017
Council approval	November 2017

#### 7. Budget Inclusions for Service Provider:

- Professional fee based on hours envisioned to be spent on the project (Fees in accordance with the SACPLAN Tariff of Fees);
- Land Use map compilation and data capturing (fieldwork) of the existing status-quo of the Mier area;
- In-House Administrative fees, including document production and postage;
- Legal notice publication fees – normally invoiced separately (See budget disclaimer for inclusion/exclusion);
- Responding to public participation inputs and
- All Travel, accommodation & disbursements costs.
- Attending of at least 5 meetings and 5 public participation events.

- Costs to incorporate the Final SDF plans in the existing GIS system of Council.

## 8. Project Plan, Progress and Payments

- The bidders must submit a project plan as part of the tender documentation (work breakdown structure), indicating phases, work activities and deliverables to be undertaken, including the estimated time required for each task and a cost breakdown structure of the project proposal.
- Monthly progress reports must be submitted in writing and electronic format (MS Word & pdf) to the Department Development and Planning until completion of the project.
- An invoice must accompany the submission of each progress report. The invoice for each phase of the project as well as the total project cost must include VAT, all professional fees, disbursements and specialist inputs.

## 9. Professional Team:

- The Professional Team who undertakes this project should be led by a Professional Town and Regional Planner registered with the South African Council for Planners.
- The Professional Town planner will be responsible to handle all public participation processes, including public meetings and consultation as well as the detailed land use survey him/herself and must be available on-site as per paragraph 7 above.

## 10. Functionality:

Functionality of the service provider and his/her project team will also be taken into account in the evaluation of the tender. The following factors/values will be applicable:

Functionality point's basis

The calculation of the functionality percentage score to be earned is set out in Table 4 below.

<b>TABLE 4 : FUNTIONALITY PERCENTAGE SCORE</b>			
	<b>(W)</b>	<b>(V)</b>	<b>(W x V)</b>
<b>CRITERIA</b>	<b>Weight</b>	<b>Value</b>	<b>Score</b>
Compliance to Terms of reference	25		
Previous experience and proof of similar word successfully concluded	15		
Extensive knowledge of legislation and regulations	10		
Format and quality of previous services rendered to Council	15		
Level of expertise and qualifications of personnel	10		
<b>Total Weight</b>	<b>75</b>	<b>375</b>	<b>So</b>

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

- 4.2 Quotations or bids that scored less than a 45% functionality percentage (Fp) in Table 4 above where  $Fp = So / 375 \times 100$ , will be disqualified.
- 4.3 Functionality will only be applicable to consultants or to long term contracts where the monetary value of the contract cannot be determined exactly.

**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 tender to supply the services in accordance with the General Conditions of Tender 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 tender. Tender prices are included in Section "D" hereof.

The undersigned agrees, that in terms of these documents this tender shall remain open for acceptance for a period of **3 (three)** months from the date on which tenders are returnable and that notification of acceptance by the Municipal Manager shall constitute a binding contract with effect from the date of such notification.

**Tender price (all taxes included)**

R \_\_\_\_\_ Amount in words (\_\_\_\_\_)

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

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

**WITNESSES:**

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

\_\_\_\_\_  
**SIGNATURE OF TENDERER**



**DAWID KRUIPER MUNICIPALITY**

**SECTION "D"**

**SUMMARY OF ITEMS AND TENDERED PRICES**

Attach detailed tender prices to this page.

**SECTION "E"**

**FORMS TO BE COMPLETED**



## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF  
DAWID KRUIJER MUNICIPALITY

BID NUMBER: TN017/2016 CLOSING DATE: 18 November 2016 CLOSING TIME:  
14:00

DESCRIPTION : COMPILATION OF AN ALL-INCLUSIVE SPATIAL DEVELOPMENT  
FRAMEWORK FOR THE NEWLY ESTABLISHED DAWID KRUIJER  
MUNICIPALITY

---

**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

---

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)  
MUNICIPAL OFFICE, MUTUAL STREET, UPINGTON

.....

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

..... *[insert any other criteria]*

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)**

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

NAME OF BIDDER .....  
POSTAL ADDRESS .....  
STREET ADDRESS .....  
TELEPHONE NUMBER: CODE.....NUMBER.....  
CELLPHONE NUMBER .....  
FACSIMILE NUMBER: CODE ..... NUMBER.....  
VAT REGISTRATION NUMBER .....  
HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)? YES/NO  
ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO  
(IF YES ENCLOSE PROOF)  
SIGNATURE OF BIDDER ..... DATE .....  
CAPACITY UNDER WHICH THIS BID IS SIGNED.....  
TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED.....

---

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

**Municipality / Municipal Entity: DAWID KRUIPER MUNICIPALITY**

**Department: FINANCIAL SERVICES**

<b>Contact Person:</b>	Mr Michael Rooi -	Me M van Rooi
<b>Tel:</b>	054 – 338 7435	- 054 – 338 7432
<b>Fax:</b>	054 338 7350	

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

**Contact Person:** Mr H Lensing  
**Tel:** (054) 338 7358  
**Fax:** (054) 3312364



## 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):.....
  - 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. ....  
.....
  - 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.....  
.....

<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.

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

3.10.1 If yes, furnish particulars.  
.....

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

3.11.1 If yes, furnish particulars  
.....  
.....

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

3.12.1 If yes, furnish particulars.  
.....  
.....

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

3.13.1 If yes, furnish particulars.  
.....  
.....

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

3.14.1 If yes, furnish particulars:  
.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.**

### 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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The **maximum** points for this bid are allocated as follows:

**POINTS**

**1.3.1.1 PRICE** .....80.....

**1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION** ... 20.....

**Total points for Price and B-BBEE must not exceed 100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Sworn Affidavit and or Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) 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

- 2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “consortium or joint venture” 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;
- 2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “EME” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “non-firm prices” means all prices other than “firm” prices;
- 2.13 “person” includes a juristic person;
- 2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and



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

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

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

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

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

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

Where

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = Comparative price of lowest acceptable bid

**5. Points awarded for B-BBEE Status Level of Contribution**

5.1 In terms of Regulation 5 (2) and 6 (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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
<b>1</b>	<b>10</b>	<b>20</b>
<b>2</b>	<b>9</b>	<b>18</b>
<b>3</b>	<b>8</b>	<b>16</b>
<b>4</b>	<b>5</b>	<b>12</b>
<b>5</b>	<b>4</b>	<b>8</b>
<b>6</b>	<b>3</b>	<b>6</b>
<b>7</b>	<b>2</b>	<b>4</b>
<b>8</b>	<b>1</b>	<b>2</b>
<b>Non-compliant contributor</b>	<b>0</b>	<b>0</b>

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 According to the amended codes, an Exempted Miro Enterprise (EME) is only to obtain a sworn affidavit or a Certified issue by Companies and Intellectual Property Commission (CIPC) confirming annual turnover of 10 million or less and level of black ownership to claim points, whereas in terms of the Preferential Procurement regulations, a certificate form a registered auditor, accounting officer as contemplated in the Close Corporations Act, or an accredited verification agency.
- 5.4 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.7 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

- 7.1 **B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)**

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a sworn affidavit or B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**8 SUB-CONTRACTING**

- 8.1 Will any portion of the contract be sub-contracted? **YES / NO**  
(delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of firm .....

9.2 VAT registration number :.....

9.3 Company registration number  
.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

Municipality where business is situated

.....

Registered Account Number .....

Stand Number .....

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? .....

9.9 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1. ....

2. ....

..... SIGNATURE(S) OF BIDDER(S) .....
---

DATE:.....

ADDRESS:.....  
.....  
.....



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

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

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

<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <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?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <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?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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



### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 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.



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TN016/2016: SUPPLY AND DELIVERY OF VEHICLES AND EQUIPMENT

in response to the invitation for the bid made by:

DAWID KRUIJER 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.
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.

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<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.**



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