ALFRED NZO
DISCTRICT MUNICIPALITY

INVITATION FOR SERVICE PROVIDERS TO NTABANKULU ARCHITECTURAL DESIGNS MARKET SQUARES, TAXI RANK AND TRADEPORT FOR ALFRED NZO DISTRICT MUNICIPALITY

Enquiries: Ms Z Shange: E-Mail shangez@andm.gov.za

SUBMISSION OF PROPOSALS DEADLINE
Date: 25 January 2023
Time: 11h00
Venue: Alfred Nzo District Municipality Offices
Erf 1400 Ntsizwa Street
Mount Ayliff

Name of Organisation	
Physical Address	
Contact Person	
Telephone No.	
Fax No.	
E-Mail Address	
Tender Price	

TABLE OF CONTENTS

ITEM NO.	DESCRIPTION	PAGE NO.
1.	Tender Advert	3
2.	Checklist	4
3.	Form of Offer and Acceptance	5
4.	MBD 1 - Invitation to Bid	7
5.	MBD 2 - Tax Clearance Certificate	8
6.	MBD 4 - Declaration of Interest	9
7.	MBD 5 - Declaration Procurement above R10 Million	11
8.	MBD 6.1 - Preference Points Claim Form	12
9.	MBD 8 - Past Supply Chain Practices	17
10.	MBD 9 - Certificate of Independent Bid Declaration	19
11.	Proof of Municipal Good Standing	22
12.	Authority for Signatory	23
13.	BEE Certificate	25
14.	Banking Details	26
15.	Joint Venture Agreement	27
16.	Subcontractors Schedule	28
17.	Experience of Tenderer	29
18.	Assessment of Bidder	31
19.	Record of Addenda Issued	32
20.	Eligibility Criteria	33
21.	Functionality Test	34
22.	Company Profile	35
23.	Central Supplier Database	36
24.	Compulsory Briefing Session	37
25.	Scope of Works	38
26.	Pricing Structure	39
27.	General Conditions of Tender	40
28.	General Conditions of Contract	44

ALFRED NZO DISTRICT MUNICIPALITY

ADVERT

Alfred Nzo District Municipality (ANDM) is inviting all suitable Qualified and Experienced Professional Service Providers to submit bids for the following projects**.** The adjudication of the bids will be done in terms of Preferential Procurement Regulations, 2011 pertaining to Preferential Procurement Policy Framework (Act No5 of 2000) and will be based on the functionality and BBBEE points system. Evaluation criteria will be 70% for functionality, Price 80 points and 20 B-BBEE status level contribution.

Project Name	Contact for enquiries	Briefing Meeting and Site Inspection	Amount	Closing Date	Evaluation Criteria
RE – Advert Ntabankulu Architectural Designs Market Squares, Taxi Rank and Trade port ANDM/PED – LED/103/28/11/22	**Ms .Z. Shange shanez@andm.gov.za 039 254 5000**	**N/A**	**R250.00**	**25/01/2023 @11:00AM**	**80/20 Evaluation Criteria**

DOCUMENTATION

The bid documents are available at a non-refundable cost (VAT inclusive) on our website www.andm.gov.za, payments for Bid Documents must be done to our Offices (Revenue) at Reception or through Bank deposit at First National Bank, Account Number 62024932974 and Branch Code 210821. All bidders are required to attach the proof of payment receipts on their document when submitting.

Notes to Prospective Bidders: Compulsory submissions (Failure to submit any of the following will result in disqualification)

_All bids submitted should remain valid for a period of 120 days after the bid closing date.

- **Certified copies of Company founding statement (CK)**
- Valid SARS pin number confirmation certificate
- Municipal clearance certificate certifying that no municipal rates and service charges are owed by the bidder and any of its directors to Alfred Nzo District Municipality or to any other municipality where the bidder's business operations are located are in arrears for more than three months. If you don't pay rates you must submit both **affidavit stating that you do not pay rates and Proof of residence from Ward Councillor**, If you didn't submit one of the two you will be disqualified.
- **Please Note that Bidders who are in arrears for any Municipality services for a period of more than 3 months will be disqualified.**
- **A Signed lease agreement will be accepted for Bidders that do not own property and not liable for rates.**
- Certified copies of BBBEE, certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor or a Sworn Affidavit, **Failure to submit will result in zero points score for BBBEE status level**
- **Copies of ID Documents and all submitted certificates must be original certified**
- The bid will be evaluated according to the preferential procurement model in the Preferential Procurement the bidders' attention is drawn to Form MBD6.1.
- Company profile with traceable references
- The Alfred Nzo District Municipality is not bound to accept the lowest or any bidder.
- Bids received after the published closing date will not be considered and will not be opened
- Bidders are required to submit Proposed Project Team, their CV's and qualifications.
- **All bidders should complete MBD 1, MBD 4,MBD 8,MBD 9 and Ethics Commitment For Suppliers Of Alfred Nzo District Municipality**
- All prospective service providers of goods and services and infrastructure procurement are to be registered on Central Database in order to business with all organs of state in the Republic of South Africa.

Failure to supply all required and supplementary information will result in the tender being deemed non-responsive; and therefore the tender will not be considered for award

BID CLOSING DATE

Completed bids in sealed envelopes endorsed tender number above**,** must be deposited in the bid box at Alfred Nzo District Municipality offices, Erf 1400, Ntsizwa Street, Mt Ayliff not **later than stipulated time and date,** where bids will be opened in public shortly afterwards at ANDM Conference Centre. Late, incomplete, electronic, telegraphic, telexed, faxed bids will not be considered. The lowest or any proposal will not necessarily be accepted and Alfred Nzo District Municipality reserves the right to accept or not to accept any proposal either in whole or in part. And any assistance in completing partly or full the proposal from ANDM Official or Councillor will result in disqualification of bid.

BID ENQUIRES

Enquiries should be directed to person written above@ 039 254 5000 email address and all SCM related enquiries to be directed to Mr .V. Cita on 039 254 5000 Ext 5134 email address citav@andm.gov.za

Alfred Nzo District Municipality
Erf 1400 Ntsizwa Street.
Mount Ayliff
4735

_____

MR ZAMILE. H. SIKHUNDLA
MUNICIPAL MANAGER

CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

No	Description	Tenderer to Tick (□)	For Official Use Only	
1.	**Authority to Sign a Bid** Is the form duly completed and is a certified copy of the resolution attached?		C	
2.	**Tax Clearance Certificate** Is an ORIGINAL and VALID Tax Clearance Certificate attached?		C	
3.	**Declaration of Interest** Is the form duly completed and signed?		C	
4.	**Preference Points Claim Form** Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?			
5.	**Declaration of Past Supply Chain Practices** Is the form duly completed and signed?			
6.	**Certificate of Independent Bid Determination** Is the form duly completed and signed?			
7.	**Certificate of Payment of Municipal Accounts** Is a certified copy of the latest (i.e. not older than two months) Municipal Account Statement attached?		C	
8.	**Experience of Tenderer** Is the form duly completed with relevant experience detailed and signed?		C	
9.	**Scope of Works / Terms of Reference** Is the form duly completed and signed?		C	
10.	**Functionality Test** Is sufficient information as required under the Functionality Test provided?		C	
11.	**Assessment Forms** Are all Assessment of Bidders form attached to the proposal as per requirements?		C	
12.	**Form of Offer** Is the form duly completed and signed?		C	
13.	**Central Supplier Database** Is proof of registration attached?		C	

**** C: Failure to comply with these Sections may prejudice the tender.**

SIGNATURE		**NAME (PRINT)**	
CAPACITY		**DATE**	
NAME OF FIRM			

FORM OF OFFER AND ACCEPTANCE

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for:

RE – ADVERT NTABANKULU ARCHITECTURAL DESIGNS MARKET SQUARES, TAXI RANK AND TRADEPORT

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

……

…… Rand (in words);

R…….. (in figures) (or other suitable wording)

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

Signature	
Name	
Capacity	
Name of Tenderer	

Name and
Signature of

Witness …… Date ……

ACCEPTANCE (To be completed by the Employer)

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

The terms of the contract, are contained in:

Part 1 Agreements and tender document, (which includes this agreement)
Part 2 Pricing data
Part 3 Scope of work
Part 4 Service Level Agreement

and any drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender document and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the Record of Addendum attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

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

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

FOR OFFICIAL USE ONLY:

NAME		**SIGNATURE**	
DATE			
CAPACITY (tick one)	Municipal Manager	Chief Financial Officer	
FOR THE EMPLOYER	**ALFRED NZO DISTRICT MUNICIPALITY**		
NAME OF WITNESS		**SIGNATURE**	

INVITATION TO BID – MBD 1

TENDER DETAILS			
Tender Number	**ANDM/PED –LED/103/28/11/22**		
Title	**RE – ADVERT NTABANKULU ARCHITECTURAL DESIGNS MARKET SQUARES, TAXI RANK AND TRADEPORT**		
Closing Date	25 January 2023	**Closing Time**	11h00
Tender Box	Completed bids in sealed envelopes endorsed tender number above**,** must be deposited in the bid box at Alfred Nzo District Municipality offices, Erf 1400, Ntsizwa Street, Mt Ayliff not **later than stipulated time and date,** where bids will be opened in public shortly afterwards at ANDM Conference Centre. Late, incomplete, electronic, telegraphic, telexed, faxed bids will not be considered. The lowest or any proposal will not necessarily be accepted and Alfred Nzo District Municipality reserves the right to accept or not to accept any proposal either in whole or in part. And any assistance in completing partly or full the proposal from ANDM Official or Councillor will result in disqualification of bid.		

TENDERERS DETAILS			
Name of Tenderer			
Contact Person			
Physical Address		**Postal Address**	
Telephone No.		**Fax No.**	
E-Mail Address			

Tender Amount (Including VAT)	
VAT Registration Number	
Central Supplier Database Number	
Capacity under which this bid is signed	

ENQUIRIES MAY BE DIRECTED TO:		
	Enquiries Regarding Bid Procedure	**Technical Enquiries**
Contact Person	Vuyo Cita (SCM)	Ms Z Shange
Telephone No.	(039) 254 5000/ 5134	(039) 254 5000
E-Mail Address	citav@andm.gov.za	shangez@andm.gov.za

TAX CLEARANCE CERTIFICATE REQUIREMENTS – MBD 2

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

1. In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Tenderers are to note that copies, including certified copies, will not be accepted.

Attach valid and original Tax Clearance Certificates behind this page.

NOTE: Failure to do so will lead to your tender being disqualified. Alternatively tenderers can submit their unique Tax Status Compliance pin in order to verify their tax status.

SIGNATURE		**NAME (PRINT)**	
CAPACITY		**DATE**	
NAME OF FIRM			

DECLARATION OF INTEREST – MBD 4

1. No bid will be accepted from persons in the service of the state*.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make any offer or offers in terms if 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 and/or take an oath declaring his/her interest.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	**Full Name of Bidder/ Representative**	
3.2	**Identity Number**	
3.3	**Position Held in Company E.g. Director**	
3.4	**Company Registration Number**	
3.5	**Tax Reference Number**	
3.6	**VAT Registration Number**	

3.7	Are you presently in the service of the State?	Yes	No
3.7.1	If so, furnish particulars		
3.8	Have you been in the service of the state for the past twelve months?	Yes	No
3.8.1	If so, furnish particulars		
3.9	Do you have any relationship (family, friend, other) with persons in the service of the Alfred Nzo District Municipality:	Yes	No
3.9.1	If so, furnish particulars		
3.10	Are you aware of any relationship (family, friend, other) between 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
3.10.1	If so, furnish particulars		

3.11	Are any of the company's director, managers, principle shareholders or stakeholders in service of the state:	Yes	No
3.11.1	If so, furnish particulars		
3.12	Is any spouse, child or parent of the company's director, managers, principle stakeholders or stakeholders in service of the state?	Yes	No
3.12.1	If so, furnish particulars		

***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 N° 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

4. DECLARATION

I, the undersigned (name)

_____, certify that the information furnished in paragraph 3 is correct.

I accept that the State may act against should this declaration prove to be false.

SIGNATURE		**NAME (PRINT)**	
CAPACITY		**DATE**	
NAME OF FIRM			

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) – MBD 5

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1.	Are you by law required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes	No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. * *Delete if not applicable*		
2.2	If yes, provide particulars. * *Delete if not applicable*		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, furnish particulars		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, furnish particulars		

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

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; or

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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	**100**

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 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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		NO	

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		NO	

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		
OR		
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.

WITNESSES 1. …….. 2. ……..	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. …….. ……..

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if –

(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"**means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"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.

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

Description of services, works or goods	Stipulated minimum threshold

_____ _____%

_____ _____%

_____ _____%

4. Does any portion of the services, works or goods offered have any imported content?
(***Tick applicable box***)

YES		NO	

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za.**

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

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(***Tick applicable box***)

YES		NO	

5.1. If yes, provide the following particulars:
(a) Full name of auditor: ……
(b) Practice number: ……..
(c) Telephone and cell number: …….
(d) Email address: ……..

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

IN RESPECT OF BID NO. .....

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
(ii) the declaration templates have been audited and certified to be correct.

(c)The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8

1. This Municipal Bidding Document must form part of the 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 an improper conduct in relation to such system;

   (b) been convicted for fraud or corruption during the past five (5) years;

   (c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five (5) 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	Response	
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (**Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied)**	**YES** ☐	**NO** ☐
4.1.1	If so, furnish particulars		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating Corrupt Activities Act (No. 12 of 2004)? **(To access this Register enter the National Treasury's website www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-3265445**	**YES** ☐	**NO** ☐
4.2.1	If so, furnish particulars		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five (5) years?	**YES** ☐	**NO** ☐
4.3.1	If so, furnish particulars		

4.4	Does the bidder or any of its directors owe any municipal rates and taxed or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity that is in arrears for more than three (3) months?	**YES** ☐	**NO** ☐
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 the State terminated during the past five (5) years on account of failure to perform on or comply with the contract?	**YES** ☐	**NO** ☐
4.5.1	If so, furnish particulars		

C E R T I F I C A T I O N

I, THE UNDERSIGNED (Name) ……..

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNATURE		**NAME (PRINT)**	
CAPACITY		**DATE**	
NAME OF FIRM			

CERTIFICATE OF INDEPENDENT BID DETERMINATION – MBD 9

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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).[2] 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:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

[3] 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.

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.

ALFRED NZO
DISCTRICT MUNICIPALITY

ETHICS COMMITMENT FOR SUPPLIERS/ CONTRACTORS OF ALFRED NZO DISTRICT MUNICIPALITY

In our dealings with Alfred Nzo District Municipality we commit to uphold high standards of ethics. Among other things this means:

- We will be honest and deal in good faith;
- We will not try to improperly influence any municipal official or decision;
- We will avoid all conflicts of interest;
- We will not engage in any form of corruption(e.g.: paying bribes ,giving kickbacks);
- We will not give gifts or hospitality to municipal officials or councillors;
- We will not be involved in collusion with other service providers(e.g.: price-fixing);
- We will ensure that all information we submit to the municipality is accurate and truthful (e.g.: we will not engage in BBBEE fronting).
- We will inform Alfred Nzo District Municipality of any unethical behaviour which we become aware of in the procurement process, either related to other suppliers or to municipal officials;
- We will, through all our dealings, contribute to building a positive ethical culture in Alfred Nzo District Municipality

This is our commitment to help build an ethical community.

Name of Company : ……..

Name of Authorised Person : ……

Signature : ……..

Date : ……..

If you wish to report unethical conduct you can contact:
Municipal Manager : 039 254 5000
Manager Supply Chain : 039 254 5056
Internal Audit : 039 254 5117

SIGNATURE		**NAME (PRINT)**	
CAPACITY		**DATE**	
NAME OF FIRM			

PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

The tenderer is to affix to this page:

- Proof that they are not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached;
- Signed copy of the lease agreement if the tenderer is currently leasing premises and not responsible paying municipal accounts together with a letter from the landlord stating that no levies are in arrears (*only if applicable*).

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, the this tender will no longer be considered for the award of the contract.
3. Statement must not be older than three months from the closing date of this tender.

Attach latest municipal account statement behind this page. The statement must not be older than three months from the close of this tender.

I,

_____

_____,

(Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

SIGNATURE		**NAME (PRINT)**	
CAPACITY		**DATE**	
NAME OF FIRM			

Authority for Signatory

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I, ……....., chairperson

of the board of …… ,

hereby confirm that by resolution of the board (copy attached) taken on

…… 20….. , Mr/Ms ……

acting in the capacity of …… , was authorised to sign all documents in connection with this tender for Contract No **ANDM/PED –LED/103/28/11/22** and any contract resulting from it on behalf of the company.

As witnesses:

1. …….. Chairman: ……..

2. …….. Date: ……..

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as …….

……..……....., hereby authorise

Mr/Ms …… ….....…….., acting in the capacity of …….

……, to sign all documents in connection with this tender for

Contract No **ANDM/PED –LED/103/28/11/22** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms …….....…..……, authorised signatory of the company ……, acting in the capacity of lead partner, to sign all documents in connection with this tender for Contract No **ANDM/PED –LED/103/28/11/22** and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. Certificate for Sole Proprietor

I, ……....., hereby confirm that I am

the sole owner of the business trading as ……

As witnesses:

1. …….. Sole Owner: ……..
2. …….. Date: ……..

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as ……..

……..…….....…..……, hereby authorise Mr/Ms ……..

acting in the capacity of …….., to sign all to sign all documents in connection with this tender for Contract No **ANDM/PED –LED/103/28/11/22** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

BEE RATING CERTIFICATE

1. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims,

2. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE,

3. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate.

Tenderers are to note that copies of certified documents will not be accepted.

Attach a valid BEE Rating Certificate behind this page.

SIGNATURE		**NAME (PRINT)**	
CAPACITY		**DATE**	
NAME OF FIRM			

BANKING DETAILS

It is the policy of the Alfred Nzo District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

ACCOUNT HOLDER	
NAME OF BANK	
ACCOUNT NUMBER	
ACCOUNT TYPE	
BRANCH NAME	
BRANCH CODE	
BRANCH CONTACT PERSON	
PHONE NUMBER	
FAX NUMBER	

I/we hereby request and authorise the Alfred Nzo District Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we further undertake to inform the Alfred Nzo District Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Alternatively, the tenderer may submit a letter/declaration from his bank worded as above, providing the required details and signed by an appropriate Bank Official (attached behind this page).

FOR BANK USE ONLY

I/we hereby certify that the details of our clients bank account as indicated above is correct: …….. AUTHORISED SIGNATURE(S)	OFFICIAL DATE STAMP

JOINT VENTURE AGREEMENT

This returnable schedule is to be completed by joint ventures.
We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. ……..……..., authorised signatory of the company, close corporation or partnership ……..……., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:

Note:
A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.

Service providers intending to tender in the form of Joint Ventures/Consortiums must submit the following documentation together with the tender:

1. Original and valid tax clearance certificate of all parties of the Joint Venture/Consortium;
2. An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of the contract and;
3. A consolidated valid and original or certified copy of their B-BBEE Status level verification certificate obtainable from a verification agency accredited by SANAS or a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA).

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

SIGNATURE		**NAME (PRINT)**	
CAPACITY		**DATE**	
NAME OF FIRM			

SCHEDULE OF PROPOSED SUB-CONTRACTORS

The Tenderer shall list below any Sub-Contractors he wishes to employ to carry out part(s) of the Work.

The acceptance of his tender shall not be construed as approval of all or any of the listed Sub-Contractors. Should any or all of the Sub-Contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender. Furthermore, the tendered unit rates for the various items of work shall remain final and binding.

No.	PROPOSED SUB-CONTRACTORS	PART OR TYPE OF WORK	ADDRESS OF PROPOSED SUBCONTRACTOR	CONTACT DETAILS	VALUE OF WORK (R)
1					
2					
3					
4					
5					
6					
7					
TOTAL VALUE OF WORKS TO BE SUB-CONTRACTED					R

Bidders are requested to furnish certified copies of the proposed subcontractor's CK Certificate, copy of latest municipal statement, BEE Rating Certificate as well as certified copies of the owners' Identity Documents along with this tender.

SIGNED ON BEHALF OF TENDERER: ……..

EXPERIENCE OF TENDERER

The following is a statement of work (**architectural designs or feasibility study of large-scale building**) successfully executed by myself / ourselves within the past 5 years with a minimum value of R100, 000.00:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF WORK	VALUE OF WORK (inclusive of VAT)	COMPLETION DATE
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			

A separate schedule, clearly referenced, may be inserted here.

A separate schedule, clearly referenced, may be inserted here. TENDERERS MUST submit the following Assessment of Bidder's performance schedule to the references listed in the above table. Completed Assessment forms must be attached with the tender submission by closing date. Failure to do so may render any submission as being non-responsive.

SIGNATURE: .....……..…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer)

EXPERIENCE OF TENDERER (Cont.)

The following is a statement of work (**architectural designs or feasibility study of large-scale building)** successfully executed by myself / ourselves within the past 5 years with a minimum value of R100, 000.00:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF WORK	VALUE OF WORK (inclusive of VAT)	COMPLETION DATE
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			

A separate schedule, clearly referenced, may be inserted here. TENDERERS MUST submit the following Assessment of Bidder's performance schedule to the references listed in the above table. Completed Assessment forms must be attached with the tender submission by closing date. Failure to do so may render any submission as being non-responsive.

SIGNATURE: .....……..…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer)

ASSESSMENT OF BIDDER

ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE

(This must be sent by the bidder to the references listed in the Experience of Tenderer schedule. All assessment forms must be attached with the tender submission.)

Name of Bidder	
Contract/Tender Number (if applicable)	
Value of Contract	**R**
Date of Commencement	
Contract Duration	
Contract Completion Date	

Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right hand side. 1 = Poor; 5 = Excellent	**1**	**2**	**3**	**4**	**5**
Turn-around times					
Quality of feedback					
Accessibility and availability					
Reliability					
Customer satisfaction					
1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent					

COMMENTS:

Name of Person Completing this Assessment Form	
Representing Firm	
Telephone Number	
Email Address	
Date of Assessment	

OFFICIAL COMPANY STAMP AND SIGNATURE OF OFFICIAL RESPONSIBLE FOR COMPLETING THE ASSESSMENT FORM	

RECORD OF ADDENDA

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.		
	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		

Attach additional pages if more space is required.

Failure to acknowledge any addendum released by Alfred Nzo District Municipality may result in your tender submission being declared non-responsive.

SIGNATURE		**NAME (PRINT)**	
CAPACITY		**DATE**	
NAME OF FIRM			

ELIGIBILITY CRITERIA

Tender offers will only be accepted if:

1. The tenderer submits **an original valid** Tax Clearance Certificate issued by the South African Revenue Services or their unique tax compliance status pin;

2. Tenderer has a B-BBEE Contributor Level or Sworn Affidavit;

3. The Form of Offer is completed and signed;

4. The tenderer has attended the Compulsory Briefing Session;
5. The tenderer is required to submit a Bank Rating with this tender. Tenderers who receive a Bank Rating ≤ D will be disqualified;

6. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector;

7. The tenderer has not:
    a. abused the Employer's Supply Chain Management System; or
    b. failed to perform on any previous contract and has been given a written notice to this effect;

8. The tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;

9. The tenderer is registered on the Central Supplier Database;

10. The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached.

11. A Joint-Venture Agreement, if applicable, is submitted with tender;

12. The tenderers scores more than or equal to 70 points out of 100 in respect of the Functionality Test;

13. All returnable schedules are to be completed and all relevant certificates attached where indicated.

FUNCTIONALITY

Service Providers will be evaluated in terms of functionality as part of the minimum requirements before evaluated on price as follows:

ITEM	Weight
STAGE 1 OF EVALUATION – FUNCTIONALITY	**100**
• **Previous Experience**	**50**
• **Capacity and Expertise**	**50**
STAGE 2 OF EVALUATION – PRICE & PREFERENTIAL POINTS	**100**
BBBEE POINTS	**20**
Price	**80**

Company Experience	**Scoring**
Traceable record for successful completion of a minimum of 04 or more architectural designs or feasibility study of large-scale building projects to the value of R 100 000 each.	50
Traceable record for successful completion of a minimum of 03 architectural designs or feasibility study of large-scale building projects to the value of R 100 000 each.	40
Traceable record for successful completion of a minimum of 02 architectural designs or feasibility study of large-scale building projects to the value of R 100 000 each.	30
Traceable record for successful completion of a minimum of 01 architectural design or feasibility study of large-scale building projects to the value of R 100 000.	20
Note: COMPULSORY attachments for verifying work done: 1. The ANDM Assessment Bidder Form must be completed, stamped and signed by previous employer as a means of verifying references for each project undertaken If 4 projects were done, 4 Assessment bidder forms must be completed. **2. In addition to the above, a traceable record will be evaluated on the basis of:** **- An Appointment Letter or Official Purchase Order for each project**	

Total Scoring	**50**

Capacity and Expertise to Undertake the Project **Note: The scoring in this section is preferably cumulative, unless justifiable to the Specification Committee**	**Scoring**
A Project Team with the following areas of expertise:	
Team Leader must have a minimum of NQF Level 7 qualification in Architecture.	**20**
Team Leader must have a minimum of NQF Level 6 qualification in Economics.	**10**
One or more personnel must have a minimum of NQF Level 6 qualification in Civil Engineering.	**10**
One or more personnel must have a minimum of NQF Level 6 qualification in Town and Regional Planning.	**10**
Total Scoring (20+10+10+10)	**50**

Note: A bidder/s that scores less than 70 points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.
Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

COMPANY PROFILE

Bidders are required to submit a Company Profile that records evidence of previous work which substantiate their ability to undertake specific tasks.

The Company Profile must include the following items:

- Company Registration Documents
- Latest Financial Statements
- VAT Registration Certificate
- Proof of Experience in the Industry
- Proof of Locality of Registered Offices
- OHSA Policy
- Quality Management Plan (if any)
- Proof of Registration with Professional Bodies (E.g. CIDB, LGSETA) – if applicable
- Details and Qualifications of Personnel who will assist ANDM. Certified copies of qualifications must be attached with the tender submission
- Preliminary Programme reflecting the proposed sequence and duration of the various activities comprising the work for this Contract
- Details of staff under the employ of the Tenderer including total staff, staff who may be deployed to ANDM upon successful award and details of senior management to oversee works undertaken. Curriculum Vitae of senior management must be attached.

Please note that all copies of qualifications must be certified. Copies of certified documents will not be accepted.

Attach Company Profile to this page.

SIGNATURE		**NAME (PRINT)**	
CAPACITY		**DATE**	
NAME OF FIRM			

CENTRAL SUPPLIER DATABASE REGISTRATION

Name of Tenderer	
Supplier Number	

No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

https://secure.csd.gov.za/

SIGNATURE		**NAME (PRINT)**	
CAPACITY		**DATE**	
NAME OF FIRM			

SCOPE OF WORKS

2.1. PROJECT IMPLEMENTATION

Bids are invited from suitably qualified professional service providers to prepare and submit proposals to undertake the implementation of the design of the Ntabankulu Tradeport within the Alfred Nzo District Municipality.

The successful service provider will be required to undertake the following:

- Carry out a feasibility study on the establishment Ntabankulu trade port, market squares and taxi rank in terms of carrying out a cost benefit analysis for this industrial park.
- Design the detailed plans for the trade port, market square and taxi rank in the Ntabankulu area.
- Compile bill of quantities report
- Provide detailed architectural and designs for approval by the municipality
- Status Quo: data collection (Motor & Pedestrian movement)
- Design the implementation plan
- Design a monitoring and evaluation plan
- Market study for agricultural fresh produce (vegetables and fruit) including processed products in the region
- Establish the origin of the agricultural fresh produce sold by the major retailers and existing fresh produce market in the region
- Determine the locality and assess the capacity of hawkers in the region
- Develop a model(s) for the establishment of the market square facility and taxi rank taking into account surrounding land uses
- Project, costing (Capital and Operational Costs)
- Financial analysis & modelling
- SWOT and Risk analysis
- Regulatory and legal requirements for the market square development.
- Evaluate traffic nodes against growth scenarios
- Undertake EIA assessment
- Population/ demographics
- Define the geographic influence on the market
- Review population trends, demographic features, cultural factors, and purchasing power in the community

- Analyze competing services in the community to determine their major strengths and weaknesses. Factors to consider include pricing, product lines, sources of referral, location, promotional activities, quality of service, consumer loyalty and satisfaction, and sales
- Determine total volume in the market area and estimate expected market share
- Estimate market expansion opportunities (e.g. responsiveness to new/enhanced services)
- Site observations
- Parking requirements
- Submit Final Report with recommendations and Business plan

2.2 PROJECT PROPOSAL DETAILS:

The project proposal must contain the following:

- Clear planning process and methodology to be undertaken;
  - ✓ From which the project is being implemented should be considered.
- Clear project budget aligned to tasks or activities and deliverables of the project.
- Comprehensive company profile coupled with an indication of the proposed project team in terms of the activities to be undertaken by each project team member. Furthermore, the proposal must indicate the contact person to be responsible for the project. In instances where a consortium will be established, the proposal must specify the names of other professionals who will form part of the consortium;
- Clear time frame for completion of the project, including a breakdown indication of completion times for deliverables, duration of the deliverable review process and schedule of Project Steering Committee (PSC) meetings and other activities anticipated to take place during the duration of the project. It is recommended that the project process plan allows for a period of 1 week for the review of completed project deliverables from the submitted report (final deadlines will be further discussed and agreed upon with the successful bidder);
  - The appointed service provider must as part of the proposed project plan indicate a clear participation process or approach (both public and technical) with regards to;

- ✓ Social Facilitation at community level. Below are the key role players that should be consulted as part of this social mobilization process

TABLE 1: ROLE PLAYERS

ROLE PLAYER	KEY PERSONNEL	RESPONSIBILITY
1. ANDM	PED Portfolio Head	Lead and Chair the Social Facilitation sessions
	Planning and GIS Officials	Coordinate Social Facilitation sessions
	ISD Officials	Assist in coordination of Social Facilitation sessions

CANCELLATION OF CONTRACT

ANDM reserves the right to cancel the contract in the event of one or more of the following circumstances:

- Serious discrepancy in the provision of the required services by the bidder.
- Breach by the vendors of any of the terms and conditions of the tender.
- Any action by the bidder which is in breach of law or accepted practices in the commercial transactions.
- If the Vendor goes into liquidation voluntarily or otherwise.

Delivery Period: Items must be delivered within 14 days after being awarded the contract.

Renewal of Contract:

The Municipality may exercise its option to renew this agreement, with a financial escalation clause, in line with the latest CPI statistics, which will commence at the end of the contract period, and the terms thereof for a further period not exceeding 6 (six) months at a time, upon giving 30 days' notice to the Service Provider of its intention to exercise that option.

SIGNATURE		**NAME (PRINT)**	
CAPACITY		**DATE**	
NAME OF FIRM			

PRICING SCHEDULE

DESCRIPTION	**COST**
Item 1	**R**
Item 2	**R**
TOTAL	**R**
VAT	**R**
NET COST (To be taken to Contract Form on page 5)	**R**

PRICES MUST BE FIXED FOR THE DURATION OF THE CONTRACT, NO OTHER FEES WILL BE ENTERTAINED OTHER THAN THOSE THAT ARE DECLARED ABOVE.

SIGNATURE		**NAME (PRINT)**	
CAPACITY		**DATE**	
NAME OF FIRM			

GENERAL CONDITIONS OF TENDER

1. General Conditions of Contract

This Bid is subject to the General Conditions of Contract (GCC) 2010 and, if applicable, any other Special Conditions of Contract.

2. Submission of Tenders

Sealed tenders, with the "Tender Number and Title" clearly endorsed on the envelope, must be deposited in the tender box indicated at the offices of the Alfred Nzo District Municipality, ERF 1400 Ntsizwa Street, Mount Ayliff 4735.

All literature must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.

If a courier service company is being used for delivery of the tender document, the tender description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the tender box. The ANDM will not be held responsible for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the tender document.

Please note:

- Tenders that are deposited in the incorrect box will not be considered.
- Mailed, telegraphic or faxed tenders will not be accepted.
- Documents may only be completed in black ink.
- The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- All prices shall be quoted in South African currency.

3. Quality Assurance

Any defects, patent or latent, which are attributable to poor workmanship, will be rectified by the bidder at own cost and time and all costs relating to the correction of defects will be expressly and separately noted on billing documentation.

4. Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

5. Renewal of Contract

The Municipality may exercise its option to renew this agreement, with a financial escalation clause, in line with the latest CPI statistics, which will commence at the end of the contract period, and the terms thereof for a further period not exceeding 6 (six) months at a time, upon giving 30 days' notice to the Service Provider of its intention to exercise that option.

6. Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

7. Intellectual Property Rights

Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this proposal and its assignments will vest in and are hereby transferred to Alfred Nzo District Municipality (ANDM), unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties.
For this purpose only, all works created in terms of this proposal and the assignments thereof will be deemed to have been created under the control and direction of ANDM.

8. Disbursements, Travel And Subsistence

No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of ANDM has been obtained in respect of such expenditure.

Any authorized disbursements will be refunded at the reasonable and actual cost determined by ANDM.
Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the ANDM travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa

All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.

All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by ANDM

9. **Certified Copies**

The tenderer shall, where required in terms of the tender document submit with the proposal, certified copies of all certificates specified. Failure to do so may render the proposal liable to rejection on the grounds of being incomplete. Copies of certified documents will not be accepted.

10. **Bids Exceeding R10 Million**

If the tendered value exceeds R10 million (VAT included), bidders are required to furnish:

i. if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements:
   - for the past three years; or
   - since their establishment if established during the past three years;

ii. a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

iii. particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract

iv. a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic; and

v. Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

11. **Acceptance or Rejection of a Tender**

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender.

12. **Completion of Tender Documents**

The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender.
Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

13. **Site / Information Meetings**

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

14. Contact with Municipality after Tender Closure Date

Bidders shall not contact the Alfred Nzo District Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Alfred Nzo District Municipality, it should do so in writing to the Alfred Nzo District Municipality. Any effort by the firm to influence the Alfred Nzo District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

15. Opening, Recording and Publications of Tenders Received

Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

Details of tenders received in time will be recorded in a register which is open to public inspection. Faxed, e-mailed and late tenders will not be accepted.

16. Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

17. Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

18. Cost of Materials

The Municipality shall bear the cost of all materials required and supplied by the successful bidder unless it has already been included as part of the price tendered. In this instance, a minimum of 3 quotations for these

materials must be produced when submitting a claim. A maximum mark up of 10% is allowed on materials supplied.

19. Value-Added Tax

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

20. Poor Performance

Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the Alfred Nzo District Municipality, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

21. Central Supplier Database

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

22. Inducements, rewards, gifts and other abuses of the Supply Chain Management System

No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of, may directly or indirectly:

i. Influence or interfere with the work of any ANDM officials involved in the tender process in order to inter alia:
    a. influence the process and/or outcome of a tender;
    b. incite breach of confidentiality and/or the offering of bribes;
    c. cause over- or under-invoicing;
    d. influence the choice of procurement method or technical standards;
    e. Influence any ANDM official in any way which may secure an unfair advantage during or at any stage of the procurement process.

ii. Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, “blacklisting” and/or any such remedies as set out in the ANDMs SCM Policy.

GENERAL CONDITIONS OF CONTRACT 2010

1. DEFINITIONS

The following terms shall be interpreted as indicated:

1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
1.2. “Contract” means the written agreement entered into between the purchaser and the 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 supplies 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.
1.13. 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.
1.14. “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.
1.15. “GCC” means the General Conditions of Contract.
1.16. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.17. “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 supplies covered by the bid will be manufactured.
1.18. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.19. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.20. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
1.21. “Project site” where applicable, means the place indicated in bidding documents.
1.22. “Purchaser” means the organization purchasing the goods.
1.23. “Republic” means the Republic of South Africa.
1.24. “SCC” means the Special Conditions of Contract.
1.25. “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.
1.26. “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
1.27. “Tort” means in breach of contract.
1.28. “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.
1.29. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. **Application**

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, 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 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 as 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:

7.3.1. 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

7.3.2. 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.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an 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. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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.

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, and in any subsequent instructions ordered by the purchaser.

10. **Delivery**

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

11. **Insurance**

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**

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

13. **Incidental**

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. 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

13.1.5. 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:

14.1.1. 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;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. 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 in SCC.

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 in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the 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 fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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

17. **Prices**

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**

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**

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**

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 supplies 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 without the application of penalties.

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

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:
  23.1.1. 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;
  23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
  23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works 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 purchase 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:
  23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
  23.6.2. the date of commencement of the restriction
  23.6.3. the period of restriction; and
  23.6.4. 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.

24. **Anti-dumping and countervailing duties and rights**

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped of 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. **Force Majeure**

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the 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**

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,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due 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 willful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1. 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

28.1.2. 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**

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**

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.

33. **Transfer of contracts**

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**

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 0f 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.

TERMS OF REFERENCE

ANDM NTABANKULU ARCHITECTURAL DESIGNS MARKET SQUARES, TAXI RANK AND TRADEPORT 2022/23 FINANCIAL YEAR

Issued and Prepared by:

Alfred Nzo District Municipality

ERF 1400 Ntsizwa Street

P/Bag x 511

Mount Ayliff

4735

Senior Manager: Planning and Economic Development: Mr. S. Ntshikilana

Contact Person: Ms. Z Shange

Tel: 039 254 5101

Fax: 039 254 0343

Contents

1. BACKGROUND AND OVERVIEW OF THE PROJECT 68
1.1 INTRODUCTION 68
1.2 OVERALL AND SPECIFIC OBJECTIVES OF THE PROJECT 70
1.2.1 OVERALL OBJECTIVE 70
1.2.2 SPECIFIC OBJECTIVES 70
2. SCOPE OF WORK 71
2.1. PROJECT IMPLEMENTATION 48
2.2 PROJECT PROPOSAL DETAILS: 49
 Social Facilitation at community level. Below are the key role players that should be consulted as part of this social mobilization process 50
TABLE 1: ROLE PLAYERS 50
2.3 EXPECTED OUTCOMES 73
3. PROJECT TIME FRAME 73
4. KEY OUTPUTS/PROJECT MILESTONES/DELIVERABLES 73

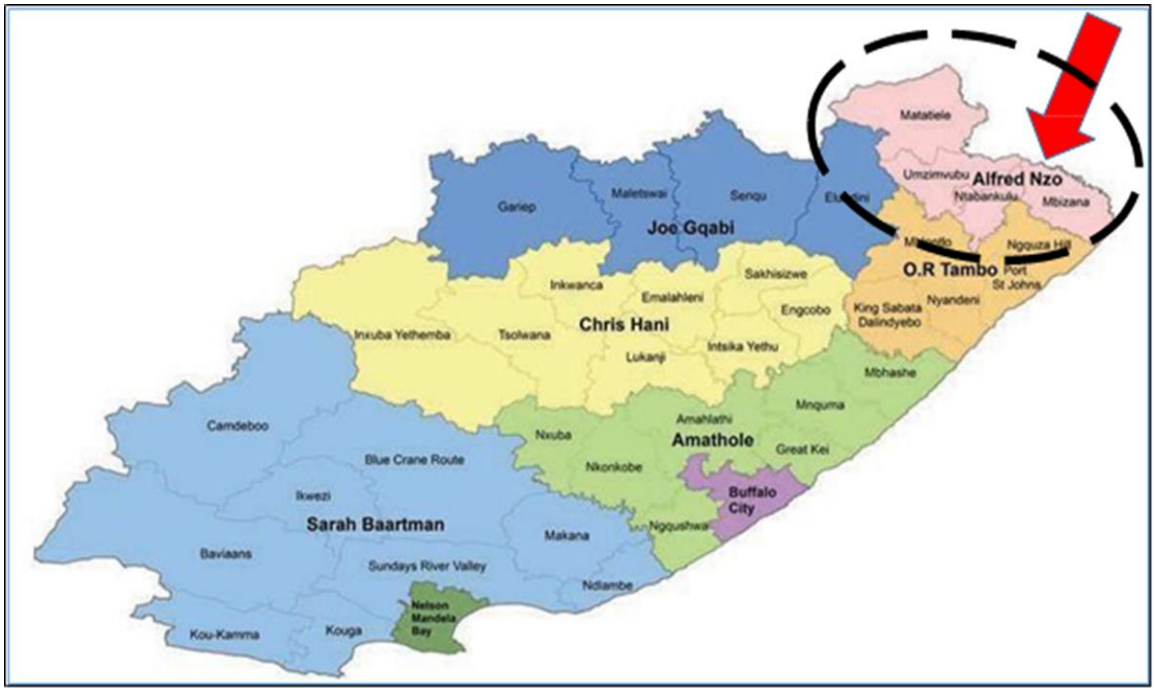
6. PROJECT MANAGEMENT 74
7. REPORTING MECHANISM 74
8. SUBMISSION OF BID 74

1. BACKGROUND AND OVERVIEW OF THE PROJECT

1.1 INTRODUCTION

The Alfred Nzo District Municipality (ANDM) is located in the North-Eastern part of the Eastern Cape Province in South Africa, as shown in Figure 1.1 below. The District forms part of the Eastern Cape Province's boundary with the Kwa-Zulu Natal province. The District borders the Kingdom of Lesotho to the north and the district of OR Tambo in the Eastern Cape and Harry Gwala District in Kwa-Zulu Natal. The ANDM is constituted of Umzimvubu, Matatiele, Winnie Madikizela Mandela and Ntabankulu Local Municipalities.

Figure 1.1: Alfred Nzo in the Eastern Cape Province

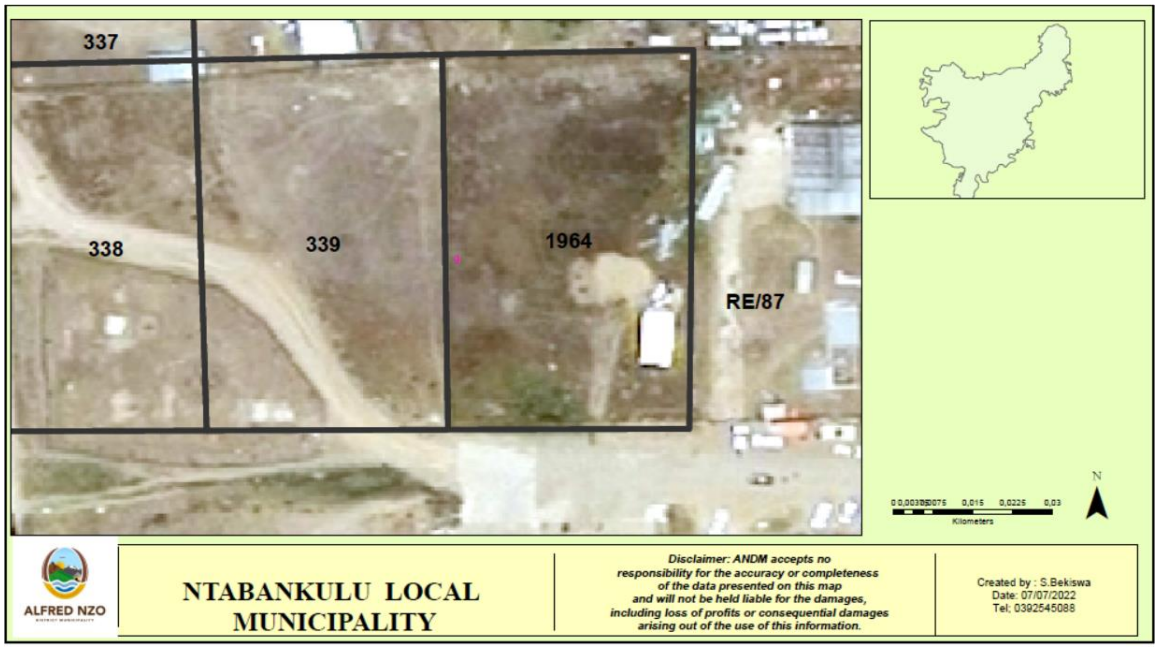


These types of developments are key enablers to sustained Industrial Development and growth. The ongoing infrastructural developments present enormous opportunity to provide world class infrastructure to investors to participate in various diverse manufacturing activities in the Ntabankulu vicinity. They concentrate scarce fiscal and human capital in the developing world, focusing efforts in a concentrated space, reducing transportation and communication costs, and creating a growth pole with economic multiples spilling over to surrounding areas. Spaces designed to contain companies designated to locate within them also contain hopes that they will function as learning districts – places where tacit knowledge is exchanged that will advance the level of value added in products and production processes, leading to increased efficiencies and profits.

It will consists of a piece of land designed specifically to promote industrial activities (trade port) through integration with transportation facilities (taxi rank) and other supportive infrastructure (market squares). Investors are attracted to such developments as they derive and create economic benefit from localization economies such as increased ease of communication, access to a suitable labor pool, and facilities designed to fit their needs.

The economic outcome of this development is job creation, investment attraction and sustainable industrialization.

This development will be implemented on erf 338, 339 and 1964 adjacent Caltex filling station Ntabankulu town. See locality map below.



1.2 OVERALL AND SPECIFIC OBJECTIVES OF THE PROJECT

1.2.1 OVERALL OBJECTIVE

The main objective of this project is to appoint a service provider for the feasibility study and design of the Ntabankulu Tradeport, market square and taxi rank to accelerate economic development in the Ntabankulu rural areas and to support job creation in manufacturing and related sectors to arrest negative externalities associated with urban congestion.

1.2.2 SPECIFIC OBJECTIVES

The specific objectives of the project require the undertaking of the following:

- Responds to the five national goals of:
  - ✓ boosting the economy
  - ✓ inclusive development
  - ✓ employment creation
  - ✓ reducing crime
  - ✓ rural development
  - ✓ and peri-rural development
- Encourage high-quality development and creative design options
- Protect and enhance property values and community economic viability; and
- Facilitate a clear and expeditious project review process
- Ensuring well designed spaces for crafters and small businesses
- Create a distinctive character and sense of place

- Enhance the vitality of the district; and
- Create a comfortable and welcoming environment for customers and employees.

2. SCOPE OF WORK

2.1. PROJECT IMPLEMENTATION

Bids are invited from suitably qualified professional service providers to prepare and submit proposals to undertake the implementation of the design of the Ntabankulu Tradeport within the Alfred Nzo District Municipality.

The successful service provider will be required to undertake the following:

- Carry out a feasibility study on the establishment Ntabankulu trade port, market squares and taxi rank in terms of carrying out a cost benefit analysis for this industrial park.
- Design the detailed plans for the trade port, market square and taxi rank in the Ntabankulu area.
- Compile bill of quantities report
- Provide detailed architectural and designs for approval by the municipality
- Status Quo: data collection (Motor & Pedestrian movement)
- Design the implementation plan
- Design a monitoring and evaluation plan
- Market study for agricultural fresh produce (vegetables and fruit) including processed products in the region
- Establish the origin of the agricultural fresh produce sold by the major retailers and existing fresh produce market in the region
- Determine the locality and assess the capacity of hawkers in the region
- Develop a model(s) for the establishment of the market square facility and taxi rank taking into account surrounding land uses
- Project, costing (Capital and Operational Costs)
- Financial analysis & modelling
- SWOT and Risk analysis
- Regulatory and legal requirements for the market square development.
- Evaluate traffic nodes against growth scenarios
- Undertake EIA assessment
- Population/ demographics
- Define the geographic influence on the market
- Review population trends, demographic features, cultural factors, and purchasing power in the community

- Analyze competing services in the community to determine their major strengths and weaknesses. Factors to consider include pricing, product lines, sources of referral, location, promotional activities, quality of service, consumer loyalty and satisfaction, and sales
- Determine total volume in the market area and estimate expected market share
- Estimate market expansion opportunities (e.g. responsiveness to new/enhanced services)
- Site observations
- Parking requirements
- Submit Final Report with recommendations and Business plan

2.2 PROJECT PROPOSAL DETAILS:

The project proposal must contain the following:

- Clear planning process and methodology to be undertaken;
  - ✓ From which the project is being implemented should be considered.
- Clear project budget aligned to tasks or activities and deliverables of the project.
- Comprehensive company profile coupled with an indication of the proposed project team in terms of the activities to be undertaken by each project team member. Furthermore, the proposal must indicate the contact person to be responsible for the project. In instances where a consortium will be established, the proposal must specify the names of other professionals who will form part of the consortium;
- Clear time frame for completion of the project, including a breakdown indication of completion times for deliverables, duration of the deliverable review process and schedule of Project Steering Committee (PSC) meetings and other activities anticipated to take place during the duration of the project. It is recommended that the project process plan allows for a period of 1 week for the review of completed project deliverables from the submitted report (final deadlines will be further discussed and agreed upon with the successful bidder);
  - The appointed service provider must as part of the proposed project plan indicate a clear participation process or approach (both public and technical) with regards to;
    - ✓ Social Facilitation at community level. Below are the key role players that should be consulted as part of this social mobilization process

TABLE 1: ROLE PLAYERS

ROLE PLAYER	KEY PERSONNEL	RESPONSIBILITY

2. ANDM	PED Portfolio Head	Lead and Chair the Social Facilitation sessions
	Planning and GIS Officials	Coordinate Social Facilitation sessions
	ISD Officials	Assist in coordination of Social Facilitation sessions

2.3 EXPECTED OUTCOMES

The following outcomes are expected from the programme;

- Create environments that foster collaboration and innovation.
- Enhance the development
- Increase in production of goods and services at local level, which are available to people at cheaper rates
- Bill of quantities report
- Reduces dependence on other towns and improves economy.
- Result in rising the standard of living.
- Create new job opportunities helping in the removal of unemployment.

3. PROJECT TIME FRAME

The project time frame will be 6 months from the date of appointment of the service provider.

4. KEY OUTPUTS/PROJECT MILESTONES/DELIVERABLES

- Inception Report
- Preliminary Master plan review and Engineering
- Design Report and Bill of quantities report
- Draft Final Feasibility Report, detailed project report and Tender Documents
- Environmental and Social Impact Assessment
- Economic development strategies
- Recommendations in line with market squares
- Report as well as drainage master plan
- Final Detailed feasibility study and engineering design Report
- Final Tender Report
- Monthly progress reports submitted and presented at Project Steering Committee meetings (All documents submitted to external bodies must be made available to the Alfred Nzo District Municipality, in both hard copy and electronic format)
- Close out report with appropriate recommendations and an indication of jobs created in the project.

5. STAKEHOLDERS CONSULTATION

The successful service provider will be required to undertake stakeholder consultations and engagements, as it is a vital and an ongoing requirement to ensure support and buy-in towards the successful completion of the project.

6. PROJECT MANAGEMENT

In cases where the appointed service provider appoints the services of other consultants or sub-contractors, the appointed service provider will take responsibility of the work of the sub-contractors. The client will deal with the contracted service provider and not with sub-contracted consultants. The project is to be coordinated and managed by an operational team led by Alfred Nzo District Municipality.

7. REPORTING MECHANISM

It is expected that monthly progress reports will be submitted to ANDM. The Project Manager has the right to change the frequency of reporting as and when necessary.

8. SUBMISSION OF BIDS

Proposals must be placed in a sealed envelope and clearly marked: "ANDM NTABANKULU ARCHITECTURAL DESIGNS MARKET SQUARES, TAXI RANK AND TRADEPORT" and placed in the BID box in the Alfred Nzo District Municipality not later than 10H00 on the_____.

EVALUATION CRITERIA OF THE BIDS;

The bids will be evaluated in two stages, namely:

- Stage 1- Functionality
- Stage 2- Price and BBBEE Points

Only Bidders who score 70% or more on stage 1 would be evaluated further and therefore eligible for the award.

ITEM	Weight
STAGE 1 OF EVALUATION – FUNCTIONALITY	**100**
• **Previous Experience**	**50**
• **Capacity and Expertise**	**50**
STAGE 2 OF EVALUATION – PRICE & PREFERENTIAL POINTS	**100**
BBBEE POINTS	**20**

Price	**80**

Company Experience	**Scoring**
Traceable record for successful completion of a minimum of 04 or more architectural designs or feasibility study of large-scale building projects to the value of R 100 000 each.	50
Traceable record for successful completion of a minimum of 03 architectural designs or feasibility study of large-scale building projects to the value of R 100 000 each.	40
Traceable record for successful completion of a minimum of 02 architectural designs or feasibility study of large-scale building projects to the value of R 100 000 each.	30
Traceable record for successful completion of a minimum of 01 architectural design or feasibility study of large-scale building projects to the value of R 100 000.	20
Note: COMPULSORY attachments for verifying work done: 1. The ANDM Assessment Bidder Form must be completed, stamped and signed by previous employer as a means of verifying references for each project undertaken If 4 projects were done, 4 Assessment bidder forms must be completed. **2. In addition to the above, a traceable record will be evaluated on the basis of:** **- An Appointment Letter or Official Purchase Order for each project**	
Total Scoring	**50**

Capacity and Expertise to Undertake the Project **Note: The scoring in this section is preferably cumulative, unless justifiable to the Specification Committee**	**Scoring**
A Project Team with the following areas of expertise:	

Team Leader must have a minimum of NQF Level 7 qualification in Architecture.	**20**
Team Leader must have a minimum of NQF Level 6 qualification in Economics.	**10**
One or more personnel must have a minimum of NQF Level 6 qualification in Civil Engineering.	**10**
One or more personnel must have a minimum of NQF Level 6 qualification in Town and Regional Planning.	**10**
Total Scoring (20+10+10+10)	**50**

For any queries regarding this tender, please contact Ms Z Shange for project related queries; on (039) 254 5024 or; Mr.V Cita for Supply Chain Management related queries at telephone number 039-254-5187 during office hours.

Alfred Nzo District Municipality

Erf 1400 Ntsizwa Street

Mount Ayliff

4735

Yours in municipal administration

_____

MR. S. NTSHIKILANA

SENIOR MANAGER: PLANNING AND ECONOMIC DEVELOPMENT

Recommendation by Specification Chairperson:

Approved/Not Approved

_____

Mr. L. Mdutyana

Comments by Chairperson:

_____

_____