

# GEORGE MUNICIPALITY



**BID DOCUMENT NUMBER: DPD033/2022**

**TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PREPARE AN INVESTMENT PLAN, AREA MANAGEMENT STRATEGY, SITE DEVELOPMENT PLAN AND LAND-USE APPLICATION, WITH SUPPORTIVE STUDIES FOR THE THEMBALETHU NODE 1 PRECINCT TO SUPPORT THE NEIGHBORHOOD DEVELOPMENT PROGRAMME IN GEORGE MUNICIPALITY**

ENQUIRIES: MS LYNETTE GROENEWALD  
YORK STREET  
GEORGE  
(044) 801 9436

ISSUED BY:  
THE CITY COUNCIL  
MUNICIPALITY OF GEORGE  
P O BOX 19  
GEORGE  
6530

## SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER: .....

SUPPLIER DATABASE NO.: MAAA .....

GRAND PRICE (INCLUDING VAT & DISBURSEMENTS)	R
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### PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:	
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Preference Points Claimed:	
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**B-BBEE certificates submitted with the tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES**

**TENDER CLOSES AT 12H00 ON FRIDAY, 1 JULY 2022**

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**BIDDER CONTACT DETAILS**

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company: .....		<b>Mark choice of correspondence with X</b>
Postal Address:	..... ..... ..... ..... Postal Code: .....	
E-mail Address:	.....	
Telephone Number:	.....	
Cellular Number:	.....	
Facsimile Number:	.....	

## **GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT** **TENDER NUMBER / NOMMER: DPD033/2022**

Tenders are hereby invited for the **Appointment of a Service Provider to Prepare an Investment Plan, Area Management Strategy, Site Development Plan and Land-Use Application, with supportive studies for the Thembalethu Node 1 precinct to support the neighbourhood development programme in the George Municipality.**

Completed tenders in a sealed envelope, clearly marked:

**Tender No. DPD033/2022** must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, York Street, George by no later than **12:00 on Friday, 1 July 2022**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

Tender documents are available at a non refundable deposit of R236-00 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Tender documents are available on the George Municipality's website: [www.george.gov.za](http://www.george.gov.za), free of charge.

Tenders will be evaluated and awarded as follows:

### Stage 1: Functionality Scoring

Only tenders scoring a minimum of 225 out of 300 points in stage 1 will be further considered for evaluation in stage 2.

### Stage 2:

Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status.

For more information, contact Ms L Groenewald at (044) 801 9436.

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

It will be required from the successful bidder to register on the Central Supplier Database (CSD).

**DR M GRATZ**  
**MUNICIPAL MANAGER**  
**GEORGE MUNICIPALITY, GEORGE, 6530**

Tenders word hiermee ingewag vir die **Aanstel van 'n Diensverskaffer vir die Voorbereiding van 'n Beleggingsplan, Gebiedsbestuurstrategie, Gebied Ontwikkelingsplan en Grondgebruiksaansoek, met ondersteunende studies vir die Thembalethu Nodus 1 gebied om die buurt ontwikkelingsprogram in die George Munisipaliteit te ondersteun.**

Voltooide tenders in 'n verseëelde koevert, duidelik gemerk:

**Tender Nr. DPD033/2022** moet voor **Vrydag, 1 Julie 2022** om **12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direkoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

Tender dokumente is verkrygbaar teen 'n R236-00 nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: [www.george.gov.za](http://www.george.gov.za).

Tenders sal as volg ge-evalueer en toegeken word:

### Fase 1: Voorafbepaalde kriteria

Slegs tenderaars wat 'n minimum van 225 uit 300 punte behaal in fase 1, sal verder vir evaluering in fase 2 oorweeg word.

### Fase 2:

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2017, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status toegeken sal word.

Vir verdere inligting, kontak Me L Groenewald by (044) 801 9436.

Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige tender te aanvaar nie.

'n "TCS PIN" vir tenderaars se belasting nakoming inligting moet ingesluit wees by die tender dokument.

Dit sal van die suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

**DR M GRATZ**  
**MUNISIPALE BESTUURDER**  
**GEORGE MUNISIPALITEIT, GEORGE, 6530**

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PREPARE AN INVESTMENT PLAN, AREA MANAGEMENT STRATEGY, SITE DEVELOPMENT PLAN AND LAND-USE APPLICATION, WITH SUPPORTIVE STUDIES FOR THE THEMBALETHU NODE 1 PRECINCT TO SUPPORT THE NEIGHBORHOOD DEVELOPMENT PROGRAMME IN THE GEORGE MUNICIPALITY**

BID NUMBER: DPD033/2022

CLOSING DATE: 1 JULY 2022

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit  
The Civic Centre (1<sup>st</sup> Floor)  
York Street  
GEORGE

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

The bid box is open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

**B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.**

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

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

This Bid will be evaluated and Adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2017.

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.**

**DETAILS OF TENDERER**

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the <b>Person Signing the Tender:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the <b>Senior Manager Responsible for Overseeing Contract Performance:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of <b>Person Responsible for Accounts / Invoices:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

**DETAILS OF TENDERING ENTITY'S BANK**

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE</b>
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

## THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_  
NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER: DPD033/2022 - APPOINTMENT OF A SERVICE PROVIDER TO PREPARE AN INVESTMENT PLAN, AREA MANAGEMENT STRATEGY, SITE DEVELOPMENT PLAN AND LAND-USE APPLICATION, WITH SUPPORTIVE STUDIES FOR THE THEMBALETHU NODE 1 PRECINCT TO SUPPORT THE NEIGHBOORHOOD DEVELOPMENT PROGRAMME IN THE GEORGE MUNICIPALITY**

2. Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			



## THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_  
NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER: DPD033/2022 - APPOINTMENT OF A SERVICE PROVIDER TO PREPARE AN INVESTMENT PLAN, AREA MANAGEMENT STRATEGY, SITE DEVELOPMENT PLAN AND LAND-USE APPLICATION, WITH SUPPORTIVE STUDIES FOR THE THEMBALETHU NODE 1 PRECINCT TO SUPPORT THE NEIGHBORHOOD DEVELOPMENT PROGRAMME IN THE GEORGE MUNICIPALITY**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

\_\_\_\_\_  
and

\_\_\_\_\_  
and

2. Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address)

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Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

## JOINT VENTURE

Only to be completed if applicable

<b>Name of Joint Venture:</b>	
<b>Names of Each Enterprise:</b>	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input type="checkbox"/> NO <input type="checkbox"/>
CIDB Registration Number(s), if any:	

**Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.**

SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_

## **SPECIFICATIONS / TERMS OF REFERENCE**

### **CONTENTS OF THE TERMS OF REFERENCE**

<b>1</b>	<b>PURPOSE</b>
<b>2</b>	<b>BACKGROUND</b>
<b>3</b>	<b>PROJECT DESCRIPTION</b>
<b>4</b>	<b>SCOPE OF WORKS AND TIME FRAMES</b>
<b>5</b>	<b>APPROACH: INCLUSIONARY INVESTMENT PLANNING</b>
<b>6</b>	<b>PROJECT DELIVERABLES</b>
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<b>8</b>	<b>CONTRACT PERIOD</b>
<b>9</b>	<b>COST SCHEDULE</b>
<b>10</b>	<b>SUBMISSION REQUIREMENTS</b>
<b>11</b>	<b>BIDDER SPECIFICATION: PRE_REQUISITE TO EVALUATION OF BID</b>
<b>12</b>	<b>BIDDING CRITERIA</b>
<b>13</b>	<b>FUNCTIONALITY CRITERIA</b>
<b>14</b>	<b>FINANCIAL AND PREFERENCE RESPONSIVENESS CRITERIA</b>
<b>15</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
<b>16</b>	<b>GENERAL</b>
<b>17</b>	<b>TERMS AND ACRONYMS</b>
<b>18</b>	<b>ATTACHMENTS TO THE TERMS OF REFERENCE</b>

#### **1. PURPOSE**

The George Municipality is requesting proposals from service providers to develop a detailed investment plan and area management strategy for a Priority Node within the Thembalethu Precinct (Thembalethu Node 1) linked to a phased Site Development- Plan. The project focus is on identification and packaging (funded, contextualized and managed) realistic, sustainable project components to bring the Thembalethu CBD to life – to the benefit of the receiving community. All studies/strategies/proposals should be directly linked to actionable implementation process, bringing coordinated/ networked investment (public and private) to ground.

#### **2. BACKGROUND**

The Thembalethu township lies in the southern part of the George City area. It is the most densely populated area within the municipality and accommodates approximately 57600 residents on 575 ha of land. Although an overarching Precinct Plan (Urban Upgrade Report, 2016) exists for the Thembalethu area and various planning projects were conducted over the past number of years, detailed, integrated planning and management of investment for the Thembalethu Node 1 area, also known as the “CBD” of the Thembalethu township is lacking.

Although an area was identified as the CBD of Thembalethu, the area is characterised by fragmentation- and a lack of internal and external linkages. There are limited economic activities and job opportunities in the area as well as challenges iro street trading and local business development. The current built environment is of poor quality and infrastructure to support community activities are poor/lacking.

The George Municipality aims to address the above-mentioned issues by creating a high intensity, high density mixed-use node and improving and

extending the current public realm of the CBD. The Municipality is committed to drive the provision of inclusionary economic development opportunities, ensuring integrated housing development and the sustainable management and maintenance of the precinct for the entire Thembalethu community.



Figure 1: Study area (yellow)

Note that possible extension and/or amendment of the study area may be considered during the investigation/project process.

Subsequent to various presentations and submissions by the George Municipality, National Treasury (NT) indicated that the Thembalethu Node 1 project, was selected as Neighbourhood Development Participation Program Grant (NDPP) project.

A background document was prepared by George Municipality: Planning and Development (GM P&D), to sketch the site context and provide technical detail (See Annexure A (Extracts)). Subsequently, the NDPP confirmed, in principle, that NDPP Technical Assistance funding for the year 2022/23 (April to March) will be provided to the Thembalethu Node 1 project. In March 2022 a budget was confirmed, which signalled the start of various project streams.

### **3. PROJECT DESCRIPTION**

The project relates to the design of a catalytic project in the area referred to as Thembalethu Node 1 and readying such project for implementation. The project site is a brownfields site, with large tracts of vacant land and smaller infill portions. The Background Report (Extracts), attached as Annexure A has reference. Approximately 12ha is available for development of a catalytic project.

The project relates to the identification of projects which will be the most sustainable and beneficial to the resident community of Thembalethu and to

coordinate the placement of such components on site, identify and detail project streams relating to the identified project components so that a vibrant node is created on phased implementation of such projects. The project development will include the elements noted in the Scope of Works. The aim is further to create a management structure which may coordinate the project selection, consultations, on-going implementation and precinct management and sustainable use of the precinct. The process is to be approached in such a manner that there are implementation ready components at the end of the contracting period, with an implementation program for some components (without the need to do further technical studies), all within a coordinated whole and managed via a set structure.

A main objective of the NDPP is to link various role players/funders within catalytic projects. The project thus emphasizes the identification of possible investors (including existing and proposed municipal and provincial projects, as well as private funding).

In summary, the project is focussed on the Thembalethu Node 1 project and include:

- An Investment Plan
- Area Management Strategy
- Site Development Plan and Land Configuration
- On-going project management actions.

These components are expanded in Par. 4.

#### **4. SCOPE OF WORKS AND TIMEFRAMES**

The professional service provider will be responsible for submitting the investment plan and area management strategy for the municipal precinct, as well as a Site Development Plan and preparation of land use application documentation and required base studies, as noted. The proposed Scope of Works include:

<b>STEPS</b>	<b>SUMMARY OF APPROACH</b>	<b>TIMELINES PROPOSED</b>
PHASE 1: INVESTMENT PLAN		<b>(6 months)</b> (from appointment)
1	Inception and confirmation of Study Area.	2 Weeks
2	Stakeholder identification and on boarding.	6 Weeks
3	Profiling of investment area, SWOT analysis. Development framework and concept urban design proposal in alignment with NDP criteria as per the NDP Urban Hub Design Toolkit. Confirmation of Capital project first phase Presentation to Municipality and National Treasury.	6 Weeks
4	Incorporate comments and adjust Investment Plan if required.	4 Weeks
5	Present Final Investment Plan and Phase 1 implementation component to the Municipality and NDPP Evaluation Team.	5 Weeks

STEPS	SUMMARY OF APPROACH	TIMELINES PROPOSED
<b>PHASE 2A: AREA MANAGEMENT STRATEGY</b> (using the Profiling and SCM TOR prepared as part of the Investment Plan)		<b>(7 months)</b> (from appointment)
6	Area Management Steering Committee Formation	7 Weeks
7	Prepare Area Management Strategy	7 Weeks
8	Present Draft Area Management Strategy	2 Weeks
9	Incorporate comments and adjust Area Management Strategy if required	4 Weeks
10	Present Final Area Management Plan to the Municipality and NDPP Evaluation Team.	5 Weeks
<b>PHASE 2B: URBAN DESIGN FRAMEWORK CONCLUSION: DRAFT SITE DEVELOPMENT PLAN AND LAND CONFIGURATION</b>		<b>(9 months)</b> (Concurrent with Phase 2A)
11	Technical Input to Concept Urban Design <ul style="list-style-type: none"> <li>- Traffic Impact Statement/Study</li> <li>- Engineering Outline Report</li> <li>- Site Development Plan as per the requirements of the Municipality</li> <li>- Confirmation that no Environmental Impact assessment is required</li> <li>- Inclusion of alternative energy and recycling initiatives (technical component)</li> <li>- Project implementation phasing proposals in line with the Final Investment Plan.</li> <li>- Phased Site Development Plan adopted by the Municipality in principle (subject to land configuration process)</li> </ul>	12 Weeks
12	Technical (planning) applications (land use configuration)	<b>(10 months)</b> (Concurrent with Phase 2B)
<b>GENERAL: OVERALL PROJECT- AND FINANCIAL MANAGEMENT</b>		Year
13	Completion of financial progress schedules as per NT:NDPP format	Monthly
14	Progress Reports to the Municipality and NT	Monthly
<b>PHASE 3: IMPLEMENTATION MANAGEMENT</b>		To be determined in project investment stage
15	Project Management: Component implementation oversight	

**\* Continuity- planning concept, management structure and implementation**

Stakeholder engagement will be an essential part of the investment planning process and a stakeholder report should form a part of the final submission of the investment plan.

Stakeholders already identified include:

- Municipality – Planning and Development- IDP-, CES, Community Development-, LED- and other Sectoral Departments.
- Community Forums and Ward Committees.
- Private developers/funders.
- Government Funding sources.

Note that existing documentation should serve as a baseline for the deliverables. Data available include GIS technical Base maps (cadastral, 1m contours, services, Go-George routes and planning, Road Upgrade plans, current zoning confirmation, confirmation of ownership, Background document (Extracts Report dated 12042022), Traders Survey available June 2022). The Planning and Development Department will coordinate meetings with municipal Departments. The IDP Section and George Integrated Growth and Economic Development Strategy Team will form part of the Steering Committee, if required.

Existing Community-, Ward- and Business Forums (via the relevant Municipal Departments/PLC's) and community liaison committees related to the SANRAL process to be utilized.

Also note that a parallel process to investigate access improvement on a neighbourhood scale is being investigated and planning/investigation coordination will be required.

#### **5. APPROACH: INCLUSIONARY INVESTMENT PLANNING**

The investment plan must take particular consideration of the following concepts:

- Economic and social transformation – the service provider should take cognisance and consider the concept of economic and social transformation as part of the development concept and final investment plan. This implies that planning and urban design should allow for the economic upliftment of the entrepreneur and small business owner. Cognisance to be taken of the Urban Network Strategy approach.
- Focus on increased investment, commercialisation and revenue generation – the concept and final plan should place the focus not only on place-making but also consider how the Municipality will enable investment and revenue generation in the area.
- Linkage and the prioritisation of pedestrians in the area.
- Alignment with the latest Neighbourhood Development Programme (NDP) Urban Hub Design Toolkit.
- How the study area relates to the rest of the Thembalethu central community area, the adjacent area and George city area.
- The Management Plan must speak to all (individual and combined) components of the investment plan to ensure ongoing sustainability and structured, practical, implementable, affordable management of the area.

#### **6. DELIVERABLES**

The project focus should be to enable the swift implementation of coordinated project components which creates a sustainable, urban hub, with appropriate long term management capacity, rather than producing studies and unimplementable proposals.



The service provider will be required to review the existing plans and related documentation for the preparation of the project deliverables. A background document has been drafted and will be made available. Existing technical information will be shared via the Planning and Development Department to include the data categories noted in Par.4.

The table below provides the proposed components of the Inception Stage, Investment Plan stage:

NR	MILESTONE/ DELIVERABLE	COMMENT
<b>INCEPTION</b>		
6.1	<b>Inception Report</b>	Combined document including programme for all phases: <ul style="list-style-type: none"> <li>• Milestones and Key Tasks</li> <li>• Timelines</li> <li>• Costs</li> <li>• Team</li> <li>• Communication Structures</li> <li>• Risks</li> <li>• Stakeholder consultation if/where required</li> <li>• Invoicing Schedule</li> <li>• Financial and project progress reporting framework.</li> </ul>
<b>INVESTMENT PLAN</b>		
The Investment Plan should respond to the National Treasury (NDPP) guidelines and the professional service providers are required to extensively consult the NDPP guidelines including: <ul style="list-style-type: none"> <li>• Urban Hub Design Toolkit (Municipal and Practitioners Guide)</li> <li>• TOD Targets Calculator</li> <li>• Precinct Planning Compliance Checklist</li> <li>• Precinct Concept Planning Supplementary Toolkit</li> <li>• Precinct Concept Presentation Template</li> <li>• Final Precinct Plan Presentation Template</li> </ul>		
6.2	<b>Precinct Concept</b>	Presentation to the Municipality and NDPP at National Treasury on <b>status quo/profile</b> and <b>concept urban design</b> , focussing on aspects such as: <ul style="list-style-type: none"> <li>• Confirmation of Study Area (available data GM).</li> <li>• Socio-economic profile of study area and secondary study area community. (available data GM).</li> <li>• Zoning, land use, land-legal status. (available data GM).</li> <li>• Environmental studies, heritage, geotechnical conditions and environmental management and mitigating measures. (Note that the project area is proclaimed erven, within urban fabric. Heritage guidelines to be considered)</li> <li>• Assess level of infrastructure services of the sub-precinct.</li> <li>• Review of economic status and potential. (Input from the Draft George Integrated Economic Growth and Development Study 2021/22)</li> <li>• Assess community facilities compared to industry-based standards. (available data GM)</li> <li>• Safety survey.</li> </ul>

NR	MILESTONE/ DELIVERABLE	COMMENT
		<ul style="list-style-type: none"> <li>• Transport facilities available, review of pedestrian/commercial/socio-economic and transport linkages between components and between surrounding areas (Transportation model and GIPTN data available).</li> <li>• Community needs and issues including aspects such as community programmes, employment opportunities, drugs and alcohol abuse, recycling projects etc. (IDP input available)</li> <li>• Informal trading and SMME survey, including (LED survey data available to be evaluated): <ul style="list-style-type: none"> <li>- Traders/SMME profile - number of traders, trading facilities required</li> <li>- Types of products being sold</li> <li>- Position/location and design of facilities required</li> <li>- Service facilities such as ablutions, storage and cleaning facilities</li> <li>- Will they be able to pay rent and how much? /Funding model</li> <li>- Linkage/position i.t.o. other facilities</li> <li>- Linkage to the draft George Growth and Development Strategy</li> </ul> </li> <li>• Any other aspects which may materially affect the use of the land, and which may hinder project implementation.</li> <li>• <b>Concept plan/map</b> to illustrate proposals including the positioning of land uses and lay-outs for the precinct. (For discussion and comments).</li> <li>• <b>Implementation ready project components</b> to be assessed and highlighted. (Process requirements and draft cost plans to be included in assessment).</li> <li>• <b>Discussions and planning with stakeholders</b> for commercial land use planning and activity spaces: community members/forums, NGOs should form part of this deliverable. The George Growth and Development Strategy Team, Municipal Planning and Development-, Economic Development- and Community Services Departments to provide input.</li> </ul>
6.3	<b>Draft Investment Plan</b>	<p>Include as part of the draft plan:</p> <ul style="list-style-type: none"> <li>• Basic Urban Design Plan and Design Guidelines including positioning of land uses and proposed lay outs.</li> <li>• Land use budget.</li> <li>• Delivery Plan including Projects (capital, community projects, preliminary precinct management projects, pre-planning projects such as rezonings and traffic impact/engineering capacity studies), Phasing, Timelines, High Level Costing, the delivery of the Phase 1 Capital Project to be included as a project. Including implementation readiness assessment, linked projects/Funders, Responsibilities. (a map containing all the proposed projects, with related</li> </ul>

NR	MILESTONE/ DELIVERABLE	COMMENT
		<p>area/yard/use)</p> <ul style="list-style-type: none"> <li>• ToR for Area Management Strategy Steering Committee.</li> <li>• Confirmation of stakeholder inputs and management.</li> </ul>
6.4	<p><b>Final Investment Plan</b> and Presentation (contained in a written report with maps and also a presentation to NT and the Municipality)</p>	<p>Based on the comments and inputs received to finalise the Investment plan including: (this is including all mentioned above):</p> <ul style="list-style-type: none"> <li>• Profile/Status Quo</li> <li>• Precinct Vision</li> <li>• Detailed Development Framework</li> <li>• Urban Design Guidelines</li> <li>• Social Investment Planning and Commercialisation Proposals (at least ten projects), including linkage to and reference to available funding (government and private programs/initiatives), funding availability and requirements confirmed).</li> <li>• Urban Design Plan</li> <li>• Land Use Budget</li> <li>• Basic Design Guidelines</li> <li>• TOR for Area Management Strategy Steering Committee.</li> <li>• Investment Delivery Plan including Projects, Phasing, Timelines, High-Level Costing, Funders, Responsibilities (to be contained in a table and map), including an implementation readiness assessment.</li> <li>• Stakeholder engagement report.</li> </ul>
<b>ONGOING MANAGEMENT STRATEGY</b>		
6.5	<p><b>Area Management Strategy</b> (To be contained in a separate document but also including Profile and TOR as confirmed in Investment Plan)</p>	<p>It is anticipated that the deliverables confirmed in the Final Investment Plan will be used to facilitate a process: (Service Provider to facilitate)</p> <ul style="list-style-type: none"> <li>• Setting up of an Area Management Committee.</li> <li>• Working with the Steering Committee to develop the Area Management Strategy</li> <li>• Guiding the Steering Committee to review precinct management projects identified within the Investment Plan and finalise the plan, financial model etc.</li> </ul> <p>Preparation of an Area Management Strategy and Entity with the Steering Committee to include:</p> <ul style="list-style-type: none"> <li>• Profile as per Investment Plan</li> <li>• Reaffirming TOR for Area Management Strategy Steering Committee</li> <li>• Confirming Purpose/Structure of Committee.</li> <li>• Entity establishment plan and base legal documentation/agreements/MoU.</li> <li>• A funding model (linked to vision)/funding mobilisation plan. Identify possible streams of funding and who will drive this.</li> <li>• Review and confirm area management themes, projects previously identified in the investment plan.</li> <li>• Sustainable and financially viable area management</li> </ul>

NR	MILESTONE/ DELIVERABLE	COMMENT
		<p>plan including phasing, responsibilities, funding, area focus etc.</p> <ul style="list-style-type: none"> <li>• Compliance processes.</li> <li>• Identification of a possible champion and facilitate hand-over processes to the municipality and the steering committee or any other management entity to be established.</li> </ul> <p>A draft and final plan to be circulated for comments. A final plan to be presented to National Treasury and the Municipality.</p>
<b>TECHNICAL PROCESS: LAND USE RIGHTS AND CONFIGURATION (LAND PACKAGING)</b>		
6.6	<b>Site Development Plan</b> (Implementation preparation)	<p>Technical Input to Concept Urban Design</p> <ul style="list-style-type: none"> <li>- Traffic Impact Statement/Study</li> <li>- Engineering Outline Report</li> <li>- Site Development Plan as per the requirements of the Municipality</li> <li>- Confirmation that no Environmental Impact assessment is required</li> <li>- Inclusion of alternative energy and recycling initiatives (technical component)</li> <li>- Project implementation phasing proposals in line with the Final Investment Plan.</li> </ul> <p>Phased formal Site Development Plan adopted by the Municipality in principle (subject to land configuration process)</p>
6.7	<b>Land Configuration/ Packaging</b>	<p>Supporting technical studies to be completed and coordinated.</p> <p>Technical (planning) applications (land use configuration) as required, combined in one application, drafted.</p> <p>Application drafting and technical support required (The Municipality will manage the application process).</p>
<b>PROJECT MANAGEMENT</b>		
6.8	<b>Project Management: Progress and Implementation Reporting</b>	<ul style="list-style-type: none"> <li>• Reporting to consist of:               <ul style="list-style-type: none"> <li>○ Progress- and cashflow report to NT format to be submitted to GM:P&amp;D by the 10<sup>th</sup> of each month.</li> <li>○ Monthly Steering Committee meetings</li> <li>○ Monthly technical team meetings.</li> </ul> </li> </ul> <p>Process after completion of Investment Plan and Management Structure establishment:            Program and process to ensure:</p> <ul style="list-style-type: none"> <li>• Implementation coordination of identified projects.</li> <li>• Linkage of project programs.</li> <li>• Structured involvement of project partners.</li> <li>• Feedback documentation as per National Treasury format.</li> <li>• Implementation feedback to management structure.</li> </ul>

**Notes:**

- i. Given the nature of skill sets required a multi-disciplinary team approach is preferred.

- ii. **If any additional investigations and/or studies are required, the costs should be included in the proposal.**
- iii. It is essential that the service providers use existing documentation and follow the methodology proposed within the **NDP URBAN HUB DESIGN TOOLKIT** where possible, as part of the outputs.
- iv. The service providers are to produce detailed and clear maps with status quo and design information.
- v. Submit electronic copy of each deliverable and supporting documentation (per deliverable/milestone) as part of the invoice payment process including a final plan/design framework/picture of the precinct in high resolution electronic format (Jpeg) to use in presentations.
- vi. Base data and drawings to be submitted to the municipality in electronic format, compatible with the municipal GIS. (See Annexure B).
- vii. All information produced, vests with Municipality.

## **7. KEY EXPERTISE AND/OR EXPERIENCE REQUIRED**

- 7.1 The service provider must include a **multi-disciplinary team** comprising professionals in the fields of economic development planning, town planning, civil engineering, urban design and architecture, quantity surveying, logistics, transportation planning, economic development planning, environmental specialist and financial experts should demonstrate an in-depth understanding of Transit Orientated Development, commercialisation and property economics and urban development and management. Par. 9 includes a proposed list of specialists to be considered for inclusion in the service provider's project team.
- 7.2 Given the scope of the project (Refer to the Par 4), the coordinated input of a variety of specialists is required. It is, however, the responsibility of the service provider (lead company) to ensure that the members of the team that renders services to fulfil the project scope and other project requirements, are registered professionals with the required professional indemnity cover, to render the input required to lead to full project implementation.
- 7.3 Final responsibility with respect to program- and budget management and over-all quality control lies with the lead consultant/service provider.

## **8. CONTRACTING PERIOD**

It is anticipated that the duration of this project will be **10 months from June 2022**. Project management: Service providers will be required to submit a Work Plan as part of inception and to constantly review/update the Work Plan as the project commences (financialmanagement and project progress). The Work Plan must include roles and responsibilities, outputs and milestones as well as clear timeframes. The workplan must show concurrent process to ensure that deliverables are completed within the contracting period.

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

## **9. COST SCHEDULE**

It is compulsory that the bidder utilise the tables below as part of the financial proposal to cost and confirm financial aspects. The costs to be confirmed in terms of at least the following **resources**:

i. Architect	ii. Project Manager
iii. Attorney – Land Legal Agreements	iv. Property/development related Economist
v. Civil Engineer	vi. Property Finance Specialist
vii. Community Facilitator/ Stakeholder Manager	viii. Quantity Surveyor
ix. Electrical Engineer	x. Town Planner
xi. Environmental Specialist (EAP)	xii. Transport / Traffic Engineer
xiii. GIS Specialist	xiv. Urban Designer
xv. Local Economic Development / SMME development Specialist	xvi. Other (as recommended by bidder)

The Project lead to coordinate the staged input requirement of each professional/specialist/team member and a cost per deliverable to be provided.

Disbursements may not exceed 5% of the total fee (see schedule below) and the meeting schedule and at least two site visits to be scheduled in. Steering Committee meetings and Technical Team meetings to be held at least once a month, before the completion of the Progress reports and schedules.

The service provider will be required to provide a cost schedule to provide detail on the costs of each component of the noted deliverables:

NR	DELIVERABLE COMPONENTS	RESOURCE (See Point 9) INVOLVED IN COMPONENT	RESOURCE ESTIMATED HOURS AND RATE	COST BREAK DOWN	TOTAL COST PER DELIVERABLE
1	Inception Report/Work Plan				
2.	Investment /Precinct Concept				
3.	Draft Investment Plan				
4.	Final Investment Plan				
5.	Area Based Management Strategy				
6.	Stakeholder Management				
7.	Site Development Plan				
8.	Planning Application Formulation and support studies				
9.	Additional Studies/investigations (if required)				
10.	Project Management – input design, coordination, monthly reporting)				
	<b>TOTAL PROFESSIONAL FEES</b>				
	VAT @ 15%				
	DISBURSEMENTS @ 5%				
	<b>GRAND TOTAL</b>				

**Note:**

- i. All fees and disbursement shall be paid by National Treasury once a valid claim has been submitted by the municipality, and certified to be correct. Supporting documentation will be required to validate claims and should include timesheets, travel logs, proof of payment for disbursements etc.
- ii. Disbursement are to be capped to a maximum of 5% of the total cost.
- iii. Amounts reflected for the estimated hours/months and the related tariff will be utilised for tender evaluation purposes only and as the basis of extensions of the contracts to ensure ongoing project management. The actual work required will depend on circumstances pertaining to the number of projects, budgets and resources to be managed during the execution of the services and as contained in the proposal per deliverable. The total cost per deliverable will be reflected in the appointment and release of fees will be done in accordance with the cost schedule to be submitted in the Inception stage.

**10. SUBMISSION REQUIREMENTS**

10.1 Bid form must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in black ink.

10.2 The following items are required in submission from the bidder in order for bids to qualify for evaluation in the following order – to be read with other bid requirements contained in this Terms of Reference:

ITEM	DESCRIPTION
1. COVERING LETTER	<ul style="list-style-type: none"> <li>• Name and contact details of bidder</li> <li>• Confirmation of submission of documents required in terms of this bid.</li> <li>• Any special conditions (if any)</li> </ul>
2. TECHNICAL PROPOSAL: FUNCTIONALITY REQUIREMENTS	Schedules attached as Articles I and II to be completed and submitted with the bid, including write-ups noted in Article II and specified attachments.
3. COST SCHEDULE	<ul style="list-style-type: none"> <li>• To contain a breakdown of professional fees (delivery component based) as per indicated – I.e. Total cost per deliverable.</li> <li>• Supply a list of key team members setting out the professional role (As noted in Article I) and hourly rates.</li> </ul>
4. TIME SCHEDULE	<ul style="list-style-type: none"> <li>• Draft Project Plan and Expected Delivery Date/s per deliverable (Also relate to response to Criterion 2.2.</li> </ul>

**11. BIDDER SPECIFICATION: PRE\_REQUISITE TO EVALUATION OF BID**

11.1 In order to be eligible to be evaluated in terms of the functionality criteria, the service provider must confirm and submitted the required supporting documents in respect of the following:

11.1.1 The service provider must be a registered professional company.

11.1.2 The person responsible for the project must be a registered professional - registered with a professional body in a field related to the project scope. (a) Proof of Registration must be submitted with the tender documents. (b) The responsible person must have at least seven years experience in the field.

11.1.3 The service provider must include, at least, the services of the following professionals/specialists to enable the completion of all deliverables:

i. Architect	ii. Project Manager
iii. Attorney – Land Legal Agreements	iv. Property/development related Economist
v. Civil Engineer	vi. Property Finance Specialist
vii. Community Facilitator/ Stakeholder Manager	viii. Quantity Surveyor
ix. Electrical Engineer	x. Town Planner
xi. Environmental Specialist (EAP)	xii. Transport / Traffic Engineer
xiii. GIS Specialist	xiv. Urban Designer
xv. Local Economic Development / SMME development Specialist	xvi. Other (as recommended by bidder)

11.1.4 The service provider may offer the services mentioned in Par. 11.1.3 in-house (within the lead company/service provider) or contracted in. Contractual arrangements / appointments will be the responsibility of the service provider.

11.1.5 The persons/companies listed by the bidder in Article I (attached) may be amended only with the written confirmation of the officials of the municipality and/or should the service provider choose to use professionals available on the professional panel supplied (if any) by the NDP.

11.2 The general procurement conditions of George Municipality apply.

11.3 **Failure to comply with 11.1 will disqualify the tenderer at the onset and no further consideration will be given in the functional evaluation stage.**

11.4 Article I to be completed.

## **12. BIDDING CRITERIA**

12.1A Competative Bidding Procurement Procedure will be followed.

12.2Pre-qualification requirements apply. See Par. 11.

12.3The following evaluation method for responsive bids will be applicable:

Functionality, Financial and Preference

12.3.1 Part 1: Functionality:

Experience, Understanding, Approach and Innovation (See Par 13)

12.3.2 Part 2(1): Financial: Price:

Rate per hour of professionals and costs per deliverable.

12.3.3 Part 2 (2):Points Scoring System applicable for this bid:

80/20 B-BBEE points scoring system.

## **13. FUNCTIONALITY CRITERIA**

13.1Bids will be evaluated on the functionality criteria as set out below per discipline and specialty area. **Bidders that score less than 225 out of 300 points for such functionality criteria will be regarded as non-responsive** and will not be evaluated on price and B-BBEE. Unclear, vague, fragmented, or incomplete information provided will result in no points being allocated.

13.2The Bid Evaluation Committee reserves the right to request any documentation required to perform a meaningful pre-evaluation. Bidders must therefore ensure that only relevant information is submitted. Please note that



all feedback requested is time barred and the bid evaluation team will not award any points for late submission and/or lack of response.

- 13.3 The following criteria will be used to calculate points for the functionality of bidders and bidders should ensure that they submit all information to be pre-evaluated on the criteria mentioned below:

**13.3.1 Criterion 1: Experience of the bidder in the field**

- 13.3.1(a) A maximum of **300** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. Please note that this section refers to the Bidder's and its legacy firm's experience, and also including the experience of the included consultants' team - to be specified in the tender submission. Meaning this section takes into consideration that the bidder/service provider as a contracting entity has gained relevant experience in the past and showcase that the bidder is in the business of said Scope of Works.
- 13.3.1(b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the George Municipality.
- 13.3.1(c) The experience of the bidder in **the field** relates to the experience in the professional field.
- 13.3.1(d) Reference to the "**project field**" will relate to planning, managing, costing and implementing catalytic projects on behalf of a municipality/government/other entities. Catalytic projects are where state funding and/or private funding is used in combination to bring projects to ground which are spatially targeted interventions that ensure economic- and other benefits to directly and positively impact on people's lives. Experience in the project field will include project management (project structuring, scheduling and monitoring of progress and financial reporting as per the requirement of the relevant department/SoE/company and consultant coordination/management.
- 13.3.1(e) In order to claim points for the above, bidders must submit a detailed profile (See Article I) containing the following:
- i. Confirmation of the lead company and responsible person's years' experience. The person responsible for the project within the company of the service provider/contracted must have the experience required to complete the project.
  - ii. Adequate reference to at least two projects, illustrating project experience in the relevant field (See Par 13.3.1(d) and experience in the "project field" (See Par 13.3.1(e)) – refer to Par 13.3.1(f), (g) and Article I for specific criteria indicators. (See **Schedule for completion, included as Article I**).
  - iii. Note that bidders must fill in the details required in the Tender Deliverable Column, as a confirmation of the relevance of the information and such information will not be extracted from CV's by the Municipality.
- 13.3.1(f) **Scoring of Criterion 1 (Experience)** will be structured in three parts, as follows (Criterion 1.1 and 1.2 totals a maximum of 190 points):

<b>Criterion 1.1: Lead Consultant: Service Provider:</b> Experience of the bidder (lead company only) in the field: See 13.3.1 (c)	<b>Maximum points (110)</b>	<b>Bidder Score</b>
<b>Criterion 1.1.1: Years active experience: Professional field (General) (Maximum points 20)</b>		
More than 7 years	<b>20</b>	
3 - 6 years	<b>10</b>	
Less than 3 years	<b>0</b>	
<b>Criterion 1.1.2: Experience in the “project field” (Maximum points 60)</b> (“The project field” is described in 13.3.1(d)).		
6 and more projects	<b>60</b>	
4 / 5 projects	<b>50</b>	
2 to 3 projects	<b>30</b>	
Less than 2 projects	<b>0</b>	
<b>Criterion 1.1.3: Experience in the execution/management of approved NDPP/other NT funded projects (Maximum points 30)</b>		
6 and more projects	<b>30</b>	
4 / 5 projects	<b>25</b>	
1 to 3 projects	<b>15</b>	

- 13.3.1(g) Indicators: Experience of the lead/responsible company to be qualified (described) and shown in respect of:
- Years of active experience (Criterion 1.1.1) in the Company’s professional field (must be relevant to project scope).
  - Experience in the “project field” (See Par 13.3.1(d)- based on number and extent of completed projects, which are similar in process/deliverables/intent of the tender project scope. (See **Schedule for completion, included as Article I**).
  - Experience of the service provider in the execution/management of NDPP or other NT funded projects.
- 13.3.1 (h) The responsible individuals to be identified and their CV’s also to be included in the submission documents.
- 13.3.1.(i) A statement on experience must be provided, specifically in respect of local area planning, NDPP, project and financial management, infrastructure development as well as knowledge of TOD, commercialization and property economics, knowledge of available economic- and community facility funding, integrated urban design (nodes) and urban development and management [max 3 pages]. See the schedule included as Article II).
- 13.3.1(j) The projects listed in response to the Criterion 1.1.2 and 1.1.3 requirement can be the same or different projects.

**13.3.2 Criterion 1.2: Experience of the consultant/service provider support team in the professional field: Years of active experience**

- 13.3.2(a) Schedule for completion, included as **Article I** to be completed), to show the inclusion and experience of specialists, included in the service provider’s team.
- 13.3.2(b) Service provider to verify data included (including years’ experience and professional registration), and the team member’s competency to fulfil their role in the completion of deliverables, prior to inclusion of specialist/professionals in team.

## 13.3.2(c)

<b>Supporting Consultant Team: Experience Criterion 1.2: Years active experience: professional field</b>	<b>Maximum points (80)</b>
Points allocation: More than 7 years= 5 points 3-6 years = 2 points	
<b>Civil Engineer</b>	<b>5</b>
<b>Transport Engineer</b>	<b>5</b>
<b>Electrical Engineer</b>	<b>5</b>
<b>Architect</b>	<b>5</b>
<b>Urban Designer</b>	<b>5</b>
<b>Quantity Surveyor</b>	<b>5</b>
<b>Town Planner</b>	<b>5</b>
<b>Environmentalist (EAP)</b>	<b>5</b>
<b>Community Facilitator/ Stakeholder Manager</b>	<b>5</b>
<b>Property/development related Economist</b>	<b>5</b>
<b>Attorney – Land Legal Agreements</b>	<b>5</b>
<b>Quantity Surveyor</b>	<b>5</b>
<b>Project Manager</b>	<b>5</b>
<b>Property Finance Specialist</b>	<b>5</b>
<b>Local Economic Development Specialist</b>	<b>5</b>
<b>Other relevant (Specify)</b>	<b>5</b>
	<b>80</b>

- 13.3.2(d) Indicators: **Years of active experience:** Experience to be shown per professional service category/service field in terms of years actively involved in projects in such professional field, which relate reasonably to the “project field”.
- 13.3.2(e) The names of the responsible persons per field to be included. See the completion schedule (Article I).
- 13.3.2(f) Consultants/specialists may be part of the lead consultant’s/ service provider’s company or may be contracted by the service provider. One person may fulfill more than one function.
- 13.3.2(g) The roles and responsibilities of the sub-consultants to be clarified during the Inception phase (month 1 after appointment) and responsible specialists (names) to be confirmed. (See **schedule for completion, included as Article I**)
- 13.3.2(h) Should any of the allocated personnel of the service provider and/or subconsultants change, the Municipality must be notified accordingly, and the substitute person’s details (professional registration and contact details) must be submitted to the Municipality.

### **13.3.3 CRITERION 2: PROJECT UNDERSTANDING, APPROACH AND INNOVATION**

- 13.3.3(a) Schedule for completion, included as **Article II** to be completed and submitted with required supportive documents, to show an understanding of the project requirements (Scope), the approach to the project and tendency for innovation:

<b>Criterion 2: Understanding, Approach and Innovation</b>	<b>Max points (110)</b>	<b>Bidder Score</b>
<b>Criterion 2.1: Understanding of the project and project components (Maximum 50 points)</b>		
Excellent Understanding	<b>50</b>	
Good Understanding	<b>30</b>	
Poor understanding	<b>10</b>	
<b>Criterion 2.2: Methodology (Maximum 30 points)</b>		
Excellent Understanding	<b>30</b>	
Good Understanding	<b>20</b>	
Poor understanding	<b>0</b>	
<b>Criterion 2.2: Innovation (Maximum 30 points)</b>		
Innovative	<b>30</b>	
Standard	<b>20</b>	
No clear innovation.	<b>5</b>	

13.3.3(b) Indicator: To claim points for the above, bidders must submit a short write-up (Maximum pages per section noted below (i to iii) on the following (See the schedule attached as Article II):

- i. Brief understanding of the project and the project components [max 2 pages]
- ii. Provide details of the proposed methodology for the successful completion of the project [max 3 pages]
- iii. Innovative ideas and approaches to be highlighted, past, current or planned future projects. A specific project, completed under the management of the service provider in the past, illustrating innovation in project approach may be noted. Ideas not implemented as yet may also be included – to reflect a creative approach to the project.

13.3.3(c) The Criterion 2 submission is to gauge the bidder's understanding of the project, given the limited information availability, at this stage. This submission is not construed as the process plan, which will be submitted in the Inception Phase.

13.3.3(d) The scoring method is noted in Articles I and II, attached.

#### **14. FINANCIAL AND PREFERENCE RESPONSIVENESS CRITERIA APPLICABLE FOR THIS BID**

14.1A bidding process will be followed for those tenders that qualify as per Par 11:

14.1.1 Functionality

14.1.2 Price and Preference Points

14.2All bids that achieve the minimum qualifying score for Functionality (acceptable bids) will be evaluated further in terms of the preference point system, as follows:

<b>CRITERIA</b>	<b>POINTS</b>
PRICE	80
B-BBEE	20
TOTAL	100

The pricing must be provided to reflect an hourly rate per professional, which may be used for comparison purposes and to extend specific project aspects.

The total fee per deliverable to be shown on the Schedule to be submitted by the bidder and, which will form the basis of the appointment.

## 15. SPECIAL CONDITIONS OF CONTRACT

- 15.1 The contract will be for the period of **10 months**, starting at the date of confirmation of successful bidders, but may be extended, subject to 15.2.
- 15.2 The deliverables are due by March 2023 and the project plan must be structured accordingly to ensure that all deliverables are presented by then.
- 15.3 The Municipality reserves the right to appoint any other service provider to complete projects/inputs related to the project and project site, in which case the service provider must include such team/specialist in the consultative meetings (at least the technical coordination/and or steering committee meetings). I.e., the Municipality is not bound by the service provider team, as appointed in terms of this tender, should specialist services be required not provided for in this tender document and/or specific skills be sought.
- 15.4 Prices should be valid for two years, with escalation only if indicated and include VAT, travelling, subsistence and any other administrative charges to a maximum of 10% of the fee.
- 15.5 All hourly tariffs herein will be binding (set as a maximum) upon Service Providers for the duration of the contract, as indicated in the pricing schedule. Payments will be done by National Treasury against a fixed fee schedule on sign off of completed process deliverables, by the George Municipality.
- 15.6 Tariffs (rates and fees per deliverable) are based on the maximum that may be charged, i.e., Service Providers may offer appropriate discounts on receiving instructions and/or on submitting subsequent project specific proposals.
- 15.7 The George Municipality reserves the right to downward adjust the scope of work / quantity required to stay within its budgetary constraints.
- 15.8 Invoices from the service provider will be approved by the responsible official of the Municipality and sent to the NT: NDPP for direct payment to the service provider.

## 16. GENERAL

- 16.1 Bid documents and forms can be downloaded from the municipal website.
- 16.2 Supply Chain enquiries can be addressed to: Adri van der Merwe at (044) 801 9136.
- 16.3 Enquiries relating to the Terms of reference can be directed to:

<b>Project Leader</b>	Lynette Groenewald		
<b>Directorate</b>	Planning and Development	<b>Bid no</b>	DPD033/2022
<b>E-mail</b>	<a href="mailto:lgroenewald@george.gov.za">lgroenewald@george.gov.za</a>	<b>Cellular no</b>	082 653 3900
<b>Telephone</b>	044 801 9436	<b>Fax no</b>	0864571361

## 17. TERMS AND ACRONYMS

Acronyms	Definition
CG	Capital Grant
NDPP	Neighbourhood Development Partnership Programme
NDPG	The Neighbourhood Development Partnership Grant
SLA	Service Level Agreement
TA	Technical Assistance

<b>Acronyms</b>	<b>Definition</b>
ToR	Terms of Reference
UNS	Urban Network Strategy
Urban Network	The Urban Network consists of a transit spine and secondary network which interconnects at strategic nodes known as Urban Hubs, which are located within underdeveloped townships.
Urban Networks Strategy (UNS)	The Urban Networks Strategy is a transit oriented precinct investment planning, development and management approach. Its focus is on strategic spatial transformation that optimises access to social and economic opportunities for all and especially the poor. It aims to work towards a more efficient urban environment that creates an enabling environment for economic growth and development.
TOD	Transit Orientated Development

### **18. ATTACHMENTS TO THE TERMS OF REFERENCE**

<b>ARTICLE I</b>	<b>PRE-QUALIFICATION SCORING</b>
<b>ARTICLE II</b>	<b>FUNCTIONALITY SCORING</b>
<b>ANNEXURE A</b>	<b>SITE INFORMATION: BACKGROUND REPORT</b>
<b>ANNEXURE B</b>	<b>GIS DATA REQUIREMENTS</b>

## PAST EXPERIENCE

**This schedule is compulsory to complete!**

Bidders must furnish hereunder details of similar works / services, which they have satisfactorily completed in the past. The information shall include a description of the Works / Services, the Contract value and name of Employer.

Employer	Nature of Work	Value of Work	Duration and Completion Date	Employer Contact Number

\_\_\_\_\_   
Date

\_\_\_\_\_   
Signature of Tenderer

## THE TENDER OFFER

I/We Mr/Mrs/Messrs \_\_\_\_\_  
duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the price/s reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 120 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

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



I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**This form must be completed and signed to be considered provisionally responsive.**

## ACCEPTANCE

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

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

Name: **MS L WARING**

Signature: \_\_\_\_\_

Capacity: **DIRECTOR: PLANNING AND DEVELOPMENT**

Date: \_\_\_\_\_

For the Employer: **GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**

**TAX COMPLIANCE INFORMATION**

**PART A**

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder	.....			Date	.....

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. TAX COMPLIANCE REQUIREMENTS</b>		
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.		
1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .		
1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.		
1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
<b>2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b> [Tick Applicable Box]		
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.</b>		

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

Signature of Bidder: .....

Capacity Under Which This Bid Is Signed: .....

Date: .....

**DECLARATION OF INTEREST**

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative: .....	
3.2	Identity number: .....	
3.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....	
3.4	Company Registration Number: .....	
3.5	Tax Reference Number: .....	
3.6	VAT Registration Number: .....	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	<b>YES / NO</b>
3.8.1	If yes, furnish the following particulars:  Name of person / director / trustee / shareholder member: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: .....	

<p>3.9 3.9.1</p>	<p>Have you been in the service of the state for the past twelve months? If so, furnish particulars. ..... .....</p>	<p><b>YES / NO</b></p>
<p>3.10 3.10.1</p>	<p>Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: ..... Name of state institution at which you or the person connected to the bidder is employed: ..... Position occupied in the state institution: ..... Any other particulars: .....</p>	<p><b>YES / NO</b></p>
<p>3.11 3.11.1</p>	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: ..... Name of state institution at which you or the person connected to the bidder is employed: ..... Position occupied in the state institution: ..... Any other particulars: .....</p>	<p><b>YES / NO</b></p>
<p>3.12 3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars:</p>	<p><b>YES / NO</b></p>

	<p>Name of person / director / trustee / shareholder / member:                  .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:                  .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:                  .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:                  .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.14</p> <p>3.14.1</p>	<p>Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</p> <p>If yes, furnish particulars:                  .....</p> <p>.....</p>	<p><b>YES / NO</b></p>

4. Full details of directors / trustees / members / shareholders:			
<b>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:</b>			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	<b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b>		

**Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)**

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

<p><sup>1</sup>MSCM Regulations: "in the service of the state" means to be -</p> <ul style="list-style-type: none"> <li>(a) a member of – <ul style="list-style-type: none"> <li>(i) any municipal council;</li> <li>(ii) any provincial legislature; or</li> <li>(iii) the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>(b) a member of the board of directors of any municipal entity;</li> <li>(c) an official or any Municipality or municipal entity;</li> <li>(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);</li> <li>(e) a member of the accounting authority of any national or provincial entity; or</li> <li>(f) an employee of Parliament or a provincial legislature.</li> </ul> <p><sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.</p>
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**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
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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:

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

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

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

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an

entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** 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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### POINTS AWARDED FOR PRICE

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

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

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

Where

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

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



**8. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

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

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation

- Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

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

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

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

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

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

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

**SWORN AFFIDAVIT – BBEE EXEMPTED MICRO ENTERPRISE****SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_ % black owned;
  - The enterprise is \_\_\_\_\_ % black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

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

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

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



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

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION**

**FORM IS TRUE AND CORRECT.**

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) 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:

### **GEORGE MUNICIPALITY**

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

**MBD9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

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

**CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)**

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

<b>Tender Number:</b> DPD033/2022
<b>Name of the Bidder:</b> _____

**DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:**

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned,

(full name in block letters)

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 or other service provider in respect of which payment is overdue for more than 30 days.

\_\_\_\_\_  
Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2022

**PLEASE NOTE:**

**MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!**

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED.** In the event of leasing, a lease agreement **MUST** be attached to the tender document.

## **GEORGE MUNICIPALITY PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

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## **General Conditions of Contract**

1. **Definitions:**

1. The following terms shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be

imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific 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 non-refundable 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider'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 provider 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 or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

7. Performance security:

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, 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 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 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, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents:

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance:

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation:

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

13. Incidental services:

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts:

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty:

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this

contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices:

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders:

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment:

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts:

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the Supplier's Performance:

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase 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:

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

23. Termination for default:

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-Dumping and Counter-Vailing duties and rights:
  - 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-

dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to 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:

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of disputes:

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language:

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law:

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices:

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties:

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts:

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts:

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the



contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.