



NAMAKWA DISTRICT MUNICIPALITY

TENDER :20/2025

PROCUREMENT OF PROFESSIONAL CONSULTING SERVICES:

**REVIEW, ANALYSE AND UDATE OF THE RURAL ROADS ASSET
MANAGEMENT SYSTEM (RRAMS)**

.....
NAME OF SERVICE PROVIDER

ADDRESS:

.....

TEL :

FAX :

**Mr S Adams
Municipal Manager
Private Bag X20
Van Riebeeck Street
SPRINGBOK, 8240**

**TEL: 027 712 8000
FAX: 027 712 804**

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Private Bag X20
SPRINGBOK
8240

www.namakwa-dm.gov.za
info@namakwa-dm.gov.za
027 712 8000
027 712 8040

Verwysing/Reference 8.1.3.

Navrae/Enquiries Mr M Bowers

TENDER 20/2025

REVIEW, ANALYSE AND UPDATE OF THE RURAL ROADS ASSET MANAGEMENT SYSTEM (RRAMS)

Tenders are hereby invited for the Supply of Professional Consulting Services as detailed in the tender document. Tender documents are available during business hours as of **Friday, 09 May 2025** from the Supply Chain office (Mr. C Osborne) Namakwa District Municipality, Van Riebeeck Street, Springbok or it can be downloaded from the Municipal website www.namakwa-dm.gov.za or it can be downloaded from e-tender portal.

The sealed quotations clearly marked: **Procurement of Professional Consulting Services: Review, Analyse and update of the Rural Roads Asset Management System (RRAMS)** must be placed in the tender box at the Namakwa District Municipal office, Van Riebeeckstreet, Springbok on or before **26 May 2025 at 12:00. A formal opening session will be held soon after the closing time of the tender.**

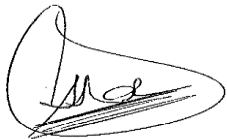
THE FOLLOWING CONDITIONS WILL APPLY:

- Price(s) quoted must be valid for at least thirty (90) days from the quotation closing date.
- Price(s) quoted must be firm and must be inclusive of VAT.
- This quotation will be evaluated in terms of the 80/20 preference point system as prescribed in The Preferential Procurement Policy of the Namakwa District Municipality.
- The original MBD1, MBD3.3, MBD4, MBD6.1, MBD7.1, MBD8 & MBD 9 forms must be completed and submitted together with your quotation if it is in excess of R 10 000.
- The municipality may request the audited annual financial statements of potential service providers to verify information submitted.
- A valid tax compliance pin number on an official document of SARS in order for the municipality to verify tax compliance, must accompany all quotations.
- The lowest or only quotation will not necessarily be accepted.
- Potential service providers must be registered on the Central Supplier Database Potential service providers who were found guilty of fraud or corruption or who willfully neglected reneged on or failed to comply with any government, municipal or other public sector contract during the past five years, will be excluded from this process.

- Potential service providers (or any of the directors) whose municipal rates and taxes or municipal services charges are in arrears for three months, at the municipality or any other municipality or entity, might be excluded from this process. Please submit a municipal account (not older than 3 (three) months as proof of payment with your tender. If the bidder is not responsible for municipal rates, a Sworn Affidavit or a Lease Agreement must be submitted which indicate the reasons why a municipal account cannot be submitted.
- The lowest or only tender will not necessarily be accepted.
- No late, faxed or e-mailed tenders will be accepted.
- Potential service providers will be subjected to security screening.

NB: No Bid will be considered from persons in the service of the state.

Failure to comply with these conditions may invalidate your offer. The Municipality reserves the right to cancel or withdraw the request for tender at anytime without prior notice.



08/05/2025

S ADAMS
MUNICIPAL MANAGER

DATE

T1.1 TENDER DATA

Sub Clause	Description
	<p>The tender data are standard conditions of tender as contained in Annex F of SANS 294:2004.</p> <p>The standard conditions of tender for procurements make several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard condition of tender.</p> <p>Each item of data given below is cross-referenced to the sub clause in the standard conditions of tender to which it mainly applies.</p>
F.1.1	The employer is Namakwa District Municipality
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>TENDER PROCEDURES</p> <p>Part T1: Tender Procedures</p> <p>T1.1 Tender Notice and Invitation to Tender</p> <p>T1.2 Tender Data</p> <p>Part T2: Returnable Documents</p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Schedules</p> <p>CONTRACT</p> <p>Part C1: Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Activity Schedule</p> <p>Part C3: Scope of Works</p> <p>C3.1 Introduction</p> <p>C3.2 Description of Works</p> <p>C3.3 Reporting Requirement</p> <p>C3.4 Applicable Standards</p> <p>Part C4: Site Description</p> <p>Annexure A: Evaluation Criteria for Quality/Functionality</p>
F.1.4	<p>THE EMPLOYER'S AGENT IS:</p> <p>Name...NAMAKWA DISTRICT MUNICIPALITY</p> <p>Address... VAN RIEBEECK STREET, PRIVATE BAG X 20, SPRINGBOK,8240</p> <p>Tel: ... (027) 7128000 Fax: ... (027) 7128040.....</p> <p>E-mail...info@namakwa-dm.gov.za</p>
F.2.1	<p>Only those service providers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> • Tendering Firms must have successful experience (gained in the past 10 years) of undertaking RAMS projects of comparable scale and complexity • Service Providers whose Tax matters are in order with SARS. (A valid tax compliance pin number on an official document of SARS must be submitted with your bid to verify tax compliance) • Must be registered on the Central Suppliers Database (CSD) of government. • Directors of the service provider must not be in service of the state. • Service provider must not have been found guilty of fraud or corruption during the past 5 years.

	<ul style="list-style-type: none"> • Service provider must not have willfully neglected, reneged on or failed to comply with any government contract during the past 5 years. • The service provider's municipal bill must be paid up or payment arrangement must be in place with the Local Municipality.
F.2.7	No compulsory site meeting will be held. Bidders must provide their contact details to Mr. C Osborne at the Supply Chain department of the municipality when they download the document from the municipal website or the e-tender portal. This is important to ensure that Addendums reach all Bidders should there be any. If these details are not provided and an Addendum does not reach the potential bidder, your bid will be considered incomplete and not evaluated further.
F2.9	The employer does not provide insurance of any kind.
F2.10.3	Pricing schedules are provided; therefore, rates and prices are fixed as tendered for the duration of the contract – therefore no escalation will be allowed after tender is awarded.
F2.13.1	Only one (1) tender per tenderer or involvement in one (1) joint venture is permitted. This do not apply to sub-contracting or the tenderer service provider. Should an entity appear in more than one joint venture, each tender in which the entity appears will be deemed non-responsive.
F2.13.3	Only the original tender document with original signatures and original returnable documents is to be submitted, the tender document is not to be dismantled and any additional documents are to be securely attached to the relevant page in the tender. Any additional documentation is to be bound into a separate document which is to include clear reference to its contents in relation to the actual tender document.
F.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. Also note a formal letter to the client specifying and confirming the liable tenderer should accompany the tender document.
F.2.13.5	<p>The employer's address for delivery of tenders is:</p> <p>Location of tender box: NAMAKWA DISTRICT MUNICIPALITY.....</p> <p>Physical address:VAN RIEBEECK STREET.....</p> <p>..... SPRINGBOK.....</p> <p>Identification details: PROCUREMENT OF PROFESSIONAL CONSULTING SERVICES: REVIEW, ANALYSE AND UPGRADE OF THE RURAL ROADS ASSET MANAGEMENT SYSTEM.</p>
F.2.15	The closing time for submission of tenders is: 26 May 2025 at 12:00
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tenders will not be accepted. Electronic signatures on documentation will also not be accepted.
F.2.16	The tender validity period is 90 days .
F.2.23	<p>The following certificates are to be provided:</p> <ul style="list-style-type: none"> • Proof of ECSA registrations • Proof of ECSA registrations (As required and stipulated in the quality criteria) • A valid tax compliance pin number on an official document of SARS • Municipal bill (or Sworn Affidavit or a Lease Agreement when renting) • All relevant documentation for evaluation of quality/functionality (see tender data and Annexure) • Proof of professional indemnity insurance.

	<ul style="list-style-type: none"> CV's where relevant or indicated 														
F.3.11.	<p>The Procedure for evaluation of responsive tenders is:</p> <p>Methods: ...4..... (Financial Offer, Preferences and Quality/Functionality).</p> <p>The financial offer will be scored using Formula 2 of table 4 (SANS 294:2004) where the value of W1 is:</p> <ul style="list-style-type: none"> - 80 where the financial value inclusive of VAT of one or more responsive quotations equals or is less than R 50 000 000-00. <p>Up to 20 evaluation points, based on 20 points used for the following specific goals as listed in the table below as per The Preferential Procurement Policy of the Namakwa District Municipality.</p> <table border="1" data-bbox="400 663 1313 920"> <thead> <tr> <th>Specific Goals</th> <th>Point Allocation</th> </tr> </thead> <tbody> <tr> <td>Youth</td> <td>3</td> </tr> <tr> <td>Woman</td> <td>5</td> </tr> <tr> <td>Disabled</td> <td>2</td> </tr> <tr> <td>Black</td> <td>5</td> </tr> <tr> <td>Within borders of Namakwa District Municipality</td> <td>3</td> </tr> <tr> <td>Within borders of Northern Cape</td> <td>2</td> </tr> </tbody> </table>	Specific Goals	Point Allocation	Youth	3	Woman	5	Disabled	2	Black	5	Within borders of Namakwa District Municipality	3	Within borders of Northern Cape	2
Specific Goals	Point Allocation														
Youth	3														
Woman	5														
Disabled	2														
Black	5														
Within borders of Namakwa District Municipality	3														
Within borders of Northern Cape	2														
F.3.11	<p>The minimum number of evaluation points for quality is 70 out of a 100. Only tenderers who score the minimum score for quality will be eligible for further evaluation. The minimum sub score must also be scored as indicated on annexure A.</p>														

F.3.11.5

The quality criteria and maximum score in respect of each of the criteria are as follows:
 The quality criteria and maximum score in respect of each of the criteria are as follows:
ANNEXURE A.

Criteria	Supporting evidence		Points
Quality Management Registered	Formal ISO Quality Management Certification -	Yes	20
		No	0
Paved Road Visual Assessors	Min 3000 km Paved Road Assessment Experience	>7000 km	20
		5000-7000 km	15
		3000-5000 km	10
Firm's Experience	Number of years' experience undertaking similar projects	>10	10
		5-10.	5
		3-5.	3
	Surfaced and unsurfaced Km's assessed in past 10 years	>20,000	15
10,000 - 20,000		10	
5,000 -10,000		5	
Unpaved Road Visual Assessors	Min 2000 km Unpaved Road Assessment Experience	>7000 km	20
		5000-7000km	15
		2000-5000 km	10
Demonstrated past Experience on Roads Asset Management Program/s as a company	Letter from Client of Works successfully completed RRAMS in the past 10 years		10
Office in the Namakwa District	Proof of address		5
Total Score			100

F.3.18

The number of paper copies of the signed contract to be provided by the employer is 1.

Disqualifications Rules

- Bidders who are not registered on Engineering Council of South Africa (ECSA)
- Bidders who are not registered on Central Supplier Database (CSD)
- Bidders who's tax matters are not in order at the South African Revenue Services (SARS)
- Bidders who's municipal bill is in arrears more than 90 days

T2: RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable documents are required for the purpose of evaluating the tender, some will form part of the subsequent contract, as they form the basis of the offer. For this reason, it is very important that service providers return all information requested.

T2.1 LIST OF RETURNABLE DOCUMENTS

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES *(Included hereafter for completion)*

- MBD 1: Invitation to bid and terms of conditions for bidding
- MBD 4: Declaration of Interest
- MBD 6.1: Preference Points Claim Form - in terms of the Preferential Procurement Regulations 2022
- MBD 7.2: Contract form: Rendering of Services
- MBD 8: Declaration of Bidders past Supply Chain Management Practices
- MBD 9: Certificate of Independent Bid Determination

T2.2 LIST OF RETURNABLE SCHEDULES

2. RETURNABLE SCHEDULES FOR TENDER EVALUATION PURPOSES *(To be attached with submission)*

- Schedule 1A: Engineering Council of South Africa (ECSA)
- Schedule 1B: A valid tax compliance pin number on an official document of SARS in order for the municipality to verify tax compliance, must be submitted with the tender document.
- Schedule 1C: Supporting annexures for Specific Goals listed below as stated in MBD 6.1
- Schedule 1D: Municipal bill (or Sworn Affidavit or a Lease Agreement when renting)
- Schedule 1E: Proof of Professional Indemnity insurance.
- Schedule 1F: All relevant documentation for evaluation of quality/functionality (see tender data and Annexure 1.)

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NAMAKWA DISTRICT MUNICIPALITY

**PROCUREMENT OF PROFESSIONAL CONSULTING SERVICES:
REVIEW, ANALYSE AND UPDATE OF THE RURAL ROADS ASSET MANAGEMENT SYSTEM
(RRAMS)**

MBD 1: INVITATION TO BID AND TERMS OF CONDITIONS FOR BIDDING

MBD 1



NAMAKWA DISTRICT MUNICIPALITY
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NAMAKWA DISTRICT MUNICIPALITY			
BID NUMBER:	TENDER 20/2025	CLOSING DATE:	26 May 2025
		CLOSING TIME:	12H00
DESCRIPTION	Review, Analyse and Update of The Rural Roads Asset Management System (RRAMS)		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).			

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

NAMAKWA DISTRICT MUNICIPALITY			
HENDRIK VISSER BUILDING			
VAN RIEBEECK STREET			
SPRINGBOK			
8240			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE	CONTACT PERSON	Marshall Bowers
CONTACT PERSON	Chaldon Osborne	TELEPHONE NUMBER	027 712 8000
TELEPHONE NUMBER	027 712 8000	FACSIMILE NUMBER	027 712 8040
FACSIMILE NUMBER	027 712 8041	E-MAIL ADDRESS	marshallb@namakwa-dm.gov.za
E-MAIL ADDRESS	chaldono@namakwa-dm.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TENDER 20/2025

NAMAKWA DISTRICT MUNICIPALITY

**PROCUREMENT OF PROFESSIONAL CONSULTING SERVICES:
REVIEW, ANALYSE AND UPDATE OF THE RURAL ROADS ASSET MANAGEMENT SYSTEM
(RRAMS)**

MBD 4: DECLARATION OF INTEREST

MBD 4: DECLARATION OF INTEREST



NAMAKWA DISTRICT MUNICIPALITY

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;

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

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

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

3.9.1 If yes, furnish Particulars.....
.....

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

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

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

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

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

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

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

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

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

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

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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PROCUREMENT OF PROFESSIONAL CONSULTING SERVICES: REVIEW, ANALYSE AND UPDATE OF THE RURAL ROADS ASSET MANAGEMENT SYSTEM (RRAMS)

MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

- **Price**
- **Youth**
- **Woman**
- **Disabled**
- **Black**
- **Within borders of Namakwa District Municipality**
- **Within borders of Northern Cape**

1.4

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
YOUTH	3
WOMAN	5
DISABLED	2
BLACK	5
WITHIN BORDERS OF NAMAKWA DISTRICT MUNICIPALITY	3
WITHIN BORDERS OF NORTHERN CAPE	2
TOTAL POINTS FOR PRICE, PREFERENCE POINTS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for **Specific Goals** with the tender, will be interpreted to mean that preference points for specific goals are not claimed. 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) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for the Specific Goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this bid	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the bidder)	Number of points claimed (80/20 system) (To be completed by the bidder)
Youth	1	3		
Woman	2	5		
Disabled	2	2		
Black	2	5		
Within borders of Namakwa District Municipality	2	3		
Within borders of Northern Cape	1	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

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**PROCUREMENT OF PROFESSIONAL CONSULTING SERVICES:
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(RRAMS)**

MBD 7.2: CONTRACT FORM – RENDERING OF SERVICES

MBD 7.2: CONTRACT FORM – RENDERING OF SERVICES



NAMAKWA DISTRICT MUNICIPALITY

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES	
1
2
DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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MBD 8: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

NAMAKWA DISTRICT MUNICIPALITY

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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SCHEDULE 1A

ENGINEERING COUNCIL OF SOUTH AFRICA (ECSA)

(Please attach here)

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SCHEDULE 1B

A VALID TAX COMPLIANCE PIN NUMBER ON AN OFFICIAL DOCUMENT OF SARS IN ORDER FOR THE MUNICIPALITY TO VERIFY TAX COMPLIANCE

(Please attach here)

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SCHEDULE 1C

SUPPORTING ANNEXURES FOR SPECIFIC GOALS LISTED BELOW AS STATED IN MBD 6.1

(Please attach here)

SPECIFIC GOALS	
Youth	
Woman	
Disabled	
Black	
Within borders of Namakwa District Municipality	
Within borders of Northern Cape	

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SCHEDULE 1D

MUNICIPAL BILL (OR SWORN AFFIDAVIT OR A LEASE AGREEMENT WHEN RENTING)

(Please attach here)

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SCHEDULE 1E

PROOF OF PROFESSIONAL INDEMNITY INSURANCE

(Please attach here)

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SCHEDULE 1F

ALL RELEVANT DOCUMENTATION FOR EVALUATION OF QUALITY/FUNCTIONALITY

(Please attach here)

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SYSTEM (RRAMS)**

C1.1: FORM OF OFFER AND ACCEPTANCE

1.1 OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

.....
The Service Provider, identified in the Offer signature block below, has examine the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....
..... Rand (*in words*); R(*figures*).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Service Provider before the end of the period of validity stated in the tender data, whereupon the Service Provider becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Service Provider:
Signature

.....
Name

.....
Capacity

Name and address of organization:
.....
.....
.....

Signature and name of witness:
Signature

.....
Name

Date:

1.3 SCHEDULE OF DEVIATIONS

The extent of deviations from the quotation documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of quotation.

A Service Provider’s covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the quotation documents, and which it is agreed by the parties becomes an obligation of the contract, shall also be recorded here.

Any change or addition to the quotation documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

- 1. Subject
Details
- 2. Subject
Details
- 3. Subject
Details
- 4. Subject
Details
- 5. Subject
Details
- 6. Subject
Details

By the duly authorized representatives signing this schedule of deviations, the employer and the Service Provider agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the quotation data and addenda thereto as listed in the Service Provider schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Service Provider and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the quotation documents and the receipt by the Service Provider of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Tenderer:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organisation)

Name and signature
of witness

Date

For the employer:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organisation)

Name and signature
of witness

Date

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**PROCUREMENT OF PROFESSIONAL CONSULTING SERVICES:
REVIEW, ANALYSE AND UPDATE OF THE RURAL ROADS ASSET MANAGEMENT
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C1.2 CONTRACT DATA

CONTRACT DATA FOR: PROCUREMENT OF PROFESSIONAL CONSULTING SERVICES: REVIEW, ANALYSE AND UPDATE OF THE RURAL ROADS ASSET MANAGEMENT SYSTEM (RRAMS)

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract are the Standard Professional Services Contract (September 2005) published by the Construction Industry Development Board (CIDB). Copies are available on the CIDB website at www.cidb.org.za and are also available from the office of the Employer.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

Compulsory Data

Ref Clause	DESCRIPTION
Clause 1	The name of the Employer is NAMAKWA DISTRICT MUNICIPALITY
Clause 1	The address of the Employer is: Name: NAMAKWA DISTRICT MUNICIPALITY Address: ... VAN RIEBEECK STREET, PRIVATE BAG X20, SPRINGBOK, 8240 Tel: 027 712 8000 Fax: 027 712 8040 E-mail: info@namakwa-dm.gov.za
Clause 1	The Project is: Procurement of Professional Consulting Services: REVIEW, ANALYSE AND UPDATE OF THE RURAL ROADS ASSET MANAGEMENT SYSTEM (RRAMS)
Clause 3.1.4	The Program shall be submitted within 14 days of the award of the contract.
Clause 3.4 & 4.3.2	The authorized & designated representative of the employer is Mr. M Bowers.
Clause 3.5	The location of Performance of the project is in Namakwa District Municipal Area (Richtersveld, Nama Khoi, Kamiesberg, Hantam, Karoo Hoogland and Khai Ma Municipalities).
Clause 3.6	The service provider may not release public or media statements or publish material relating to the services or project under any circumstances.
Clause 4.7	The Pricing Strategy is Actual cost incurred.
Clause 8.1	The Service Provider is to commence the performance of the services within 14 days of the date the contract becomes effective.
Clause 8.2.1	The Contract is concluded when all deliverables for each municipal financial year is completed successfully.
Clause 9.1	Copyright of documents prepared for the project shall be vested with the employer.
Clause 12.1	Interim settlement of disputes to be by mediation / adjudication

Clause 12.2/12.3	Final settlement is by litigation / arbitration
Clause 12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the employer.
Clause 13.6	The provisions of 13.6 do not apply to the contract
	A maximum variation of 15% (up or downwards) for the contract price is applicable for this contract.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Ref Clause	DESCRIPTION
Clause (1)	The name of the Service Provider is
Clause (1)	The address of the Service Provider is: Name: Address: Tel: Fax: E-mail:
Clause 1	The period of performance is:
Clause 5.3	The authorized and designated representative of the service provider is: Name:.....

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REVIEW, ANALYSE AND UPDATE OF THE RURAL ROADS ASSET MANAGEMENT
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C2.1: PRICING INSTRUCTIONS

1. The activity schedule must be read in conjunction with the conditions of the tender, conditions of contract and scope of works. For the purpose of the Activity Schedule, the following words shall have meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work.
Quantity	:	The number of units of work for each item.
Rate	:	The agreed payment per unit of measurement.
Amount	:	The product of the quantity and the agreed rate for an item.
Sum	:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work that is not measured in any units. Based upon the quantity of work done (a reasonable estimate of the value of the work completed.), backed up by the appropriate documentation lump-/ sum prices will be paid monthly as Interim payments.

2. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in Activity Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
3. The rates, sums, percentage fees, and prices in the Schedule of Activities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
4. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums, or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.

No	Description	Unit	Quantity	Rate	Amount
	<u>RURAL ROAD ASSET MANAGEMENT SYSTEM</u>				
	<u>YEAR: 2024-2025</u>				
1	RAMS SYSTEM IMPLEMENTATION				
1.1	Familiarization of existing RRAMS system & Conditions	Sum	1		
2	CONTINUOUS DATA COLLECTION AND VERIFICATION				
	TMH9 & TMH22 will apply as a guideline				
2.1	Paved Roads (Flexible Surfaced Road Network)	km	31		
2.2	Unpaved Roads (Unsurfaced Road Network)	km	104		
3	REPORTING				
	TMH18 will apply as a guideline				
3.1	Flexible Surfaced Road Network	km	31		
3.2	Unsurfaced Road Network	km	104		
6	DISBURSEMENTS				
6.1	Travel/Rentals	Sum	1		
6.2	Accommodation	Sum	1		
6.3	Cellular/Data	Prov. Sum	1	R1 800.00	R1 800.00
6.4	Extra Over for 6.3	%			
	Sub Total				
	Contingencies @ 10%				
	Sub Total				
	VAT @ 15%				
	Total				

SUMMARY		
NUM	DESCRIPTION	TOTAL
1	RRAMS YEAR 1 (2024-25)	R.....
4	TOTAL (VAT INCL) #	R.....

TENDER 20/2025

NAMAKWA DISTRICT MUNICIPALITY

PROCUREMENT OF PROFESSIONAL CONSULTING SERVICES: REVIEW, ANALYSE AND UPDATE OF THE RURAL ROADS ASSET MANAGEMENT SYSTEM (RRAMS)

PART C3: SCOPE OF WORK

C3.1 INTRODUCTION

The purpose of this grant as stated in the Division of Revenue Act (DORA) is to assist rural district municipalities in setting up their Road Asset Management Systems and collect road and traffic data in line with the Road Infrastructure Framework for South Africa (RISFSA).

All municipalities have a constitutional duty to provide basic services and the Namakwa District Municipality is no exception. While local governments across the country are duty bound to provide services to their communities, they are also required by the constitution of this country to work towards the realization of national objectives. National targets set by the central government need to be realized by Provincial and Local Governments so as to achieve one goal of systematic intergovernmental synergy.

Also note that it is important for local government to be mindful for the fact that it is not exempted from the national development agenda as outlined in our National Development Plan, which make it clear that meeting our transformation agenda requires functional municipalities and a capable machinery at a local level that can create safe and healthy and economically sustainable areas where citizens and people can work, live and socialize.

The National Department of Transport has identified rural district municipalities in the country as beneficiaries of their Rural Road Asset Management System grant in order to assist and support the management of rural roads through the development of a Road Asset Management System (RAMS). Municipalities will thereafter be expected to make budget provisions to sustain this project by:

- Updating RRAMS information every three years for lower classes 3, 4 and 5 and two years for higher classes 1 and 2 where applicable.
- Ensuring human capacity development for the operation of the RAMS
- Collection of road inventory data including condition assessment and traffic data; and
- Setting up pavement and bridge management systems compatible with national standards.

RAMS seek to develop a common framework for the road's assets management in the country. The RAMS development also aims to:

- Deliver the national government aspirations for a better road network by ensuring that available financial resources are spent in the most effective and efficient manner
- Provide a single assets management protocol/framework for all roads authorities in the republic; and
- Collate credible roads infrastructure data for planning and management.

The intention of the program is to also yield socio-economic benefits by way of skills development and creation of job opportunities.

C3.2 DESCRIPTION OF WORKS

RAMS allows for the comprehensive development of the road network investment strategies within the framework of technically sound and optimal prioritization approach. The road network investment strategies would talk to the maintenance and construction programs identified by the management system. It begins to provide a framework against which informed decision making may be carried out within the technocratic and political domains.

Essentially, a road management system seeks to respond to the following questions:

- How is the road network classified?
- What needs to be done to improve the road network condition?
- How much money is available?
- How much money is needed to improve the road network condition?

This project seeks to review, analyze and update the Roads Asset Management System and collect municipal roads and traffic data in line with Road Infrastructure Strategic Framework for South Africa (RISFSA). The project outcome will assist with the improvement of the quality of data on roads in order to be able to guide infrastructure investment at local municipalities. The project aspires to have fully updated Roads Asset Management Systems for the District and its six Local Municipalities with the intended outcomes of:

- Improving data on rural roads to guide infrastructure investment
- Reducing vehicle operating cost and extending the lifespan of rural roads

PLEASE NOTE THAT THE CURRENT IRAMS SYSTEM – CLOUD BASED WILL NOT BE REPLACED. THEREFORE, THE ALLOWANCE ON THE BOQ FOR FAMILIARISATION IS ALLOWED

C3.3 REPORTING REQUIREMENTS

The RRAMS grant is administered by the National Department of Transport (NDoT). This administration involves the assessment of the implementation of DM Activities which realize the grant objectives. In order to carry out this administration NDoT request periodic reporting from DMs. The DoRA gives guidance as to the reporting requirements to assist in the assessment.

The following reports should be submitted accordingly:

- RAMS data submission in TMH18 format
- The service provider must provide monthly written technical progress report updates and meetings update to the Namakwa District Municipality: Projects Department and all relevant stakeholders;
- The developed reports and collected information shall become Namakwa District Municipality's property;
- Copies of documents, reports and articles gathered during the duration of the contract, as reference materials shall be submitted to Namakwa District Municipality for future use; and
- A hard and a *soft copy* of the reports and the rural roads asset management system will be given to Namakwa District Municipality.

C3.4 KEY PERFORMANCE AREAS

RRAMS SYSTEM IMPLEMENTATION

Existing System Familiarization

The current RAMS system comprises of the following sub-systems:

- Road Referencing System (**RRS**)
- Geographic Information System (**GIS**)
- Surfaced Road Pavement Management System (**PMS**)
- Gravel Road Pavement Management System (**URMS**)
- Concrete Road Pavement Management System (**JCPMS**)
- Block Paved Pavement Management System (**BPMS**)
- Traffic Information Management System (**TS**)
- Bridge Management System (**BMS**)
- Ancillary Asset Information System (**AAIS**)
- Signage Information System (**SIS**)

The service provider is required to familiarize themselves with the current system including GIS, database(s), software, interfaces, reporting and all other processes required to operate the system.

The rate tendered for undertaking familiarization of the existing system will be a sum and shall include all labour, materials, equipment, travel, disbursements and other items necessary to carry out the system familiarization process.

The RAMS is an operation level ii compliant system as defined in COTO TMH 22 document and consist of an integrated set of information and decision sub-systems. The system data is to be contained and maintained in a SQL Server database with shapefiles that link each road segment via unique segment ID's. It is and will remain a web-based system as required to view and query the data.

The following sub-systems are as indicated above and defined below:

Road Referencing System (RRS)/ Geographic Information System (GIS)

This is the critical component of the overall system. This sub-system is to be GIS (ArcGIS or similar) linked / synchronized and will contain essential inventory data such as road logs, with roads broken down into links and segments. The links are described road category, start and end descriptions and distance, road width, surface type etc.

The GIS will also be used to display information from the other support sub-systems.

Pavement Management System (PMS)

The PMS includes various data viewing, data capture and reporting modules for all visual and other pavement data collected on flexible surfaced, concrete surfaced, block paved and un-surfaced roads.

The PMS is to include a data capture and verification module for the "post rating" of visual assessment data acquired by mobile data collection application I-RAC and, in addition, a module to deterioration modelling, undertake prioritization and optimization analysis together with the development of works programs and multi-year budgets is required

All historic and current visual condition assessment and instrument (deflection, riding quality, profiling measurements etc.) data is to be stored.

Traffic System (TS)

This information system contains data from manual traffic and automated electronic traffic counts. The TS will act as a repository for all traffic data and will have both viewing and data querying capability to calculate current and future traffic volumes, cumulative axle loading etc. as required by the PMS and BMS.

Bridge Management System (BMS)

The BMS is capable of producing statistics on the bridge and major culvert inventory, condition, deterioration trends and priorities together with generating bridge and major culvert maintenance schedules and multi-year budgets. Assessments are to be carried out as per the requirements of COTO TMH 19 document

Ancillary Asset Information system (AAIS)

This information system contains data from road inventory / ancillary assets including guardrails, curbs, traffic calming elements, drainage elements etc. The AAIS will act as a repository for all road inventory data and will have both viewing and data querying capability to calculate current condition and asset value.

Signage Information System (SIS)

This information system contains data from all traffic signs. The ASS will act as a repository for all traffic sign data and will have both viewing and data querying capability to calculate current condition and asset value.

Reporting Format

The RAMS system must comply with all the requirements of the COTO framework for data formats - TMH 18 requirements.

General

The rate tendered for the provision the upkeep of the current RAMS system inclusive of the above modules and requirements will be a Lump Sum and shall include all software development and purchase costs, end user licensing and technical support for the duration of the contract, and all labour, materials, travel, equipment, disbursements and necessary to provide and install a fully functional system.

Existing System Upgrade

The current RAMS system is to be upgrade and the service provider is required to familiarize themselves with the current system, develop the above (and possibly other) new modules / sub-systems in consultation with the Employers staff and integrate them to the existing system.

In addition to the above, adaptation of the current system to comply with the TmH 18 data electronic exchange formats is required

The rate tendered to upgrade the existing RAMS system will be a Man Hour and shall include all software development and purchase costs, end user licensing and technical support for the duration of the contract and all labour, materials, equipment, travel, disbursements and any other necessary items to provide and install a fully functional system.

CONTINUOUS DATA COLLECTION AND ANALYSIS

Data Analysis - Road Network

Visual Condition

The visual condition of the road network shall be undertaken using the “**post rating**” method.

Only accredited visual assessors are permitted to do the post rating assessment with ratings being captured directly to the PMS data capture interface. So as to mitigate errors in the data, the following quality control procedures are to be followed:

- a) The visual condition is individually rated by two accredited assessors. The two data sets are then validated against each other with exceptions being re-assessed before a final data set is established
- b) An accuracy check is then done to establish logical exceptions between individual rating items eg, check skid resistance rating against texture. Again, all exceptions are cross checked and corrected
- c) Logical check, e.g., area of patching exceeds roadway area
- d) Integrity check on inventory data
- e) Cross check of cracking with ACD data
- f) Panel Inspections to check the above and also to verify accuracy of the assessment in comparison with physical condition

Any inventory errors / additions noted during the field data collection operations will be corrected or added to the RAMS/GIS during this task. For electronic data exchange, the stipulations of Draft TMH 18 will apply

The post rating and capture of visual condition data to the RAMS is to be completed within 8 weeks of the field work being concluded. Any emergency works identified by this exercise are to be escalated to the relevant management of the Employer

The unit of measurement to undertake this work will be a Km and shall include all costs for labour, materials, equipment, rating the pavement distress and data capture to the PMS, quality management and data verification/quality control as per points a) to e) above and all other necessary actions to undertake this task.

Geometry

The road geometry data is to be uploaded to the RAMS within 4 weeks of completing the fieldwork.

Prior to the data being captured, the service provider's RAMS engineer will undertake data integrity checks including, but not limited to:

- a) Positioning cross checks of field co-ordinates with GIS and a secondary geo-spatial reference source
- b) Compare random selection (+/- 5% of the geometry data) to scaled imaging
- c) Logical checks, e.g., the grade of the positive and negative sides of the road should be comparable

Refer to Draft TMH 13, Part B for additional requirements

Once the service provider's RAMS engineer is satisfied with the data integrity, he/she will issue a data verification certificate.

The unit of measurement to undertake the data analysis/verification is a Km and shall include all costs for labour, materials, equipment, upload and verification of the geometry data, quality management, and all other necessary actions to undertake this task.

REPORTING

Flexible Surfaced Road Network

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS a network report is to be prepared on the status quo of the surfaced road network condition. The report will discuss, inter alia, current condition, deterioration, trends, maintenance and rehabilitation strategies/plans, optimization analysis, prioritization of maintenance and rehabilitation actions, budget needs versus budget allocations, emergency interventions and improvement projects.

The report will include current unit rates and validate the planned budget expenditure illustrating how proposed rehabilitation and maintenance plans will improve the condition of the surfaced road network and mitigate risk. The content of the annual Surfaced Road Network Report will include, but not limited to :

- Executive Summary
- Introduction and Terms of Reference
- Inventory Data
- Inspections Undertaken
- Discussion on Inspections and Quality Control Procedures
- Instrument/Automated Surveys Undertaken
- Discussion on Instrument/Automated Surveys and Quality Control Procedures
- Detailed Discussion on results of Instrument/Automated Survey
 - Deflection (TSDD and/or FWD)
 - Crack Detection
 - Riding Quality
 - Rutting
 - Texture
 - Friction
 - Geometry
- Inspection Results in terms of Condition Index, Prevalent Modes of Distress and Trends
- Prioritization and Optimization Analysis
- Discussion on Identified Remedial Interventions and Trends
- Summary of Maintenance/Rehabilitation/Improvement Needs
- Economic Analysis and Budgetary Requirements
- Asset Register
- Proposed Emergency Projects
- Critical Route Identification
- Special Inspections Required
- Future Surfaced Road Network Inspections

Appendix A:	Surface Road Inventory and Updates
Appendix B:	Photographs
Appendix C:	Priority Listings
Appendix D:	Optimization Results
Appendix E:	Remedial Intervention Algorithms and Indices Calculations
Appendix F:	Repair Measure Listings : Routine Maintenance
Appendix G:	Repair Measure Listings : Periodic Maintenance
Appendix H:	Repair Measure Listings : Special Maintenance
Appendix I:	Repair Measure Listings : Rehabilitation and Improvement
Appendix J:	Budgets and Economic Analysis
Appendix K:	Asset Register
Appendix L:	Emergency Interventions
Appendix M:	Specialist Inspections
Appendix N:	Future Inspections
Appendix O:	Panel Inspection and Quality Control
Appendix P:	GIS Maps indicating Condition and Remedial Action Requirements

The unit of measurement to undertake this reporting will be a lump Sum and shall include all costs for labour, materials, equipment, disbursements, travel, compiling the report, printing 5 paper copies, 2 electronic copies on CD, and presenting the report to the Employer as instructed.

Unsurfaced Road Network

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS a network report is to be prepared on the status quo of the unsurfaced road network condition. The report will discuss, inter alia, current condition, deterioration, trends, maintenance/rehabilitation and upgrading strategies/plans, prioritization of maintenance and rehabilitation actions, budget needs versus budget allocations and emergency interventions. The report will include updated unit rates and validate the planned budget expenditure and illustrate how the proposed rehabilitation, maintenance and upgrading plans will improve the overall condition of the unsurfaced road network and mitigate risks.

The minimum content of the annual Unsurfaced Road Network Report will include, but not limited to the following:

- Executive Summary
- Introduction and Terms of Reference
- Inventory Data
- Inspections Undertaken
- Discussion on Inspections and Quality Control Procedures
- Instrument/Automated Surveys Undertaken
- Discussion on Instrument/Automated Surveys and Quality Control Procedures
- Detailed Discussion on results of Instrument/Automated Survey
 - Riding Quality
 - Geometry (Long and transverse profile)
- Inspection Results in terms of Condition Indices and Trends
- Prioritisation Analysis
- Discussion on Identified Remedial Interventions and Trends
- Summary of Maintenance/Rehabilitation/Improvement Needs
- Economic Analysis and Budgetary Requirements
- Asset Register
- Proposed Emergency Projects
- Critical Route Identification
- Special Inspections Required
- Future Unsurfaced Road Network Inspections

Appendix A:	Unsurfaced Road Inventory and Updates
Appendix B:	Photographs
Appendix C:	Priority Listings
Appendix D:	Remedial Intervention Algorithms and Indices Calculations
Appendix E:	Repair Measure Listings : Routine Maintenance
Appendix F:	Repair Measure Listings : Periodic Maintenance

Appendix G:	Repair Measure Listings: Special Maintenance
Appendix H:	Repair Measure Listings: Rehabilitation and Improvement
Appendix I:	Budgets and Economic Analysis
Appendix J:	Asset Register
Appendix K:	Emergency Interventions
Appendix L:	Specialist Inspections
Appendix M:	Future Inspections
Appendix N:	Panel Inspection and Quality Control
Appendix O:	GIS Maps indicating Condition and Remedial Action Requirements

The unit of measurement to undertake this reporting will be a lump Sum and shall include all costs for labour, materials, equipment, disbursements, travel, compiling the report, printing 5 paper copies, 2 electronic copies on CD, and presenting the report to the Employer as instructed.

DISBURSEMENTS

Travel

Travelling costs are only payable where the individual pay item description allows for such. The unit of measurement is in sum include for all costs associated with the travel. Expenditure under this item is to be pre-approved by the Employer.

Accommodation

Accommodation costs are only payable where the individual pay item description allows for such. The unit of measurement is the person night and shall include for all accommodation costs including meals and any other subsistence expenses. Expenditure under this item is to be pre-approved by the Employer.

APPLICABLE STANDARDS

The Service Provider shall take cognizance of, and adhere to, all applicable National and International Standards in the execution of his work. Regular condition assessments must be conducted for paved and unpaved roads, bridges and collect traffic data in accordance with the following:

- TMH (Technical Method for Highways) 8 Traffic and Axle Load Monitoring
- TMH 9 Standard Visual Assessment Manual
- TMH 13 Network Level Pavement Surveillance and Measurements
- TMH 19 Manual for the Visual Assessment for Road Structures
- TMH 22 Road Asset Management Manual
- DoT (Department of Transport) Specifications
- TRH 26
- SANS
- COLTO

TENDER 20/2025

NAMAKWA DISTRICT MUNICIPALITY

PROCUREMENT OF PROFESSIONAL CONSULTING SERVICES: REVIEW, ANALYSE AND UPDATE OF THE RURAL ROADS ASSET MANAGEMENT SYSTEM (RRAMS)

PART C4: SITE INFORMATION

The Namakwa District Municipality (NDM) is situated in the north-western corner of South Africa and borders the Atlantic Ocean to the west and Namibia to the north. It is also bordered by the ZF Mgcawu and Pixley ka Seme Districts of the Northern Cape Province to the North-East and East, respectively. It is bordered by the Western Cape Province to the South (the West Coast, Cape Winelands and Central Karoo District Municipalities). The district is one of five districts in the Northern Cape Province and situated in the western part of the province. The Namakwa District is the largest district geographically in South Africa. The Namakwa District Municipality (DC6) comprises of the following municipalities with their central business centre mentioned after the name of each municipality:

- i) Richtersveld Municipality (NC061): Port Nolloth
- ii) Nama Khoi Municipality (NC062): Springbok
- iii) Khai Ma Municipality (NC067): Pofadder
- iv) Kamiesberg Municipality (NC064): Garies
- v) Hantam Municipality (NC065): Calvinia
- vi) Karoo Hoogland Municipality (NC066): Williston

The following map shows the Namakwa District jurisdiction, with the different Category B-Municipalities;



Figure 1: Namakwa district Municipal jurisdiction

The extend of our road network infrastructure as per the classification of the Roads Infrastructure Framework of South Africa is summarized in table 1.

Local Municipality	Class 1 (Primary Distributor)	Class 2 (Regional Distributor)	Class 3 (District Distributor)	Class 4 (District Collector)	Class 5 Access Roads)	Class 6 (Non-Motorized Access ways)	Total (km)
Hantam	0	3.6	5.561	69.386	87.539	29.696	195.782
Kamiesberg	28,235	4,814	13,615	37,632	75,412	21,918	181,626
Khai Ma	106,6	5,6	0	24,179	35,776	28,147	200,302
Karoo Hoogland	0	76,637	19,871	22,511	65,492	27,591	212,102
Nama Khoi	40,264	28,765	72,377	68,049	313,927	2,129	525,511
Richtersveld	0	167,91	55,827	51,037	75,104	9,454	359,332
Total (km)	175,099	287,326	167,251	272,794	653,25	118,935	1674,655

The review, analysis and update of the Namakwa District Rural Roads Asset Management System will only be for classes 3, 4 and 5. The extend of the surfaced roads network for different surface types is summarized as in Table 2.

Local Municipality	Block	Flexible	Earth	Gravel	Concrete
Hantam	4,261	27,668	112,128	10,952	0,000
Kamiesberg	18,402	2,523	166,146	12,693	0,523
Karoo Hoogland	0,410	3,825	0,000	45,243	0,158
Khai Ma	6,066	20,50	113,150	0,615	0,000
Nama Khoi	13,155	60,505	334,512	17,157	0,737
Richtersveld	6,023	52,510	50,313	12,768	0,156
Total (km)	48,317	167,531	776,249	99,428	1,574

Table 3 provide a breakdown of class 3, 4 and 5 extend of the surface roads

Local Municipality	Class 3	Class 4	Class 5
Hantam	0,57	27,301	7,838
Kamiesberg	4,224	18,243	16,354
Karoo Hoogland	0	5.996	3.142
Khai Ma	0.504	12.708	28.197
Nama Khoi	34.021	35.168	44.861
Richtersveld	26.551	21.904	29.047
Total (km)	65.87	121.32	129.439

Table 4 provide a breakdown of class 3, 4 and 5 extend of the unpaved roads

Table 4 : Extent of unpaved roads (km) for class 3, 4 and 5			
Local Municipality	Class 3	Class 4	Class 5
Hantam	4.991	42.085	79.701
Kamiesberg	9.391	19.389	59.058
Karoo Hoogland	0	18.183	32.634
Khai Ma	19.367	9.803	37.295
Nama Khoi	38.356	32.881	269.066
Richtersveld	29.276	29.133	46.057
Total (km)	101.381	151.474	532.811

C3.1.4 Existing RAMS Systems and Available Data

The Employer has the following existing systems in place:

- I-RAMS Cloud Based software including paved and unpaved PMS plus BMS
- GIS for roads spatial data
- Database of instrument test data
- Traffic Accident Data

The current I-RAMS system has been operating for 3 years in which time: visual data, road assets, structural and traffic data has been collected and processed. The most recent update of the system was carried out in the past couple of months where data was refined when the paved road network was visually assessed. Profiling and imaging of the paved network was also carried out together with FWD measurements on the major roads. Unpaved road condition data is currently 2.5 years as is the profiling and imaging for the unpaved road network. The bridge/major culvert inspections were last undertaken 1 year ago. All historic data will be made available to the Service Provider

PLEASE NOTE THAT THE CURRENT IRAMS SYSTEM – CLOUD BASED WILL NOT BE REPLACED. THEREFORE, THE ALLOWANCE ON THE BOQ FOR FAMILIARISATION, LICENSES EXTRA IS ALLOWED.

C3.1.5 Equipment and Personnel

Current calibration and validation certification is required for all testing/measurement **equipment** as given in the respective sections of the Scope of Works (3.2).

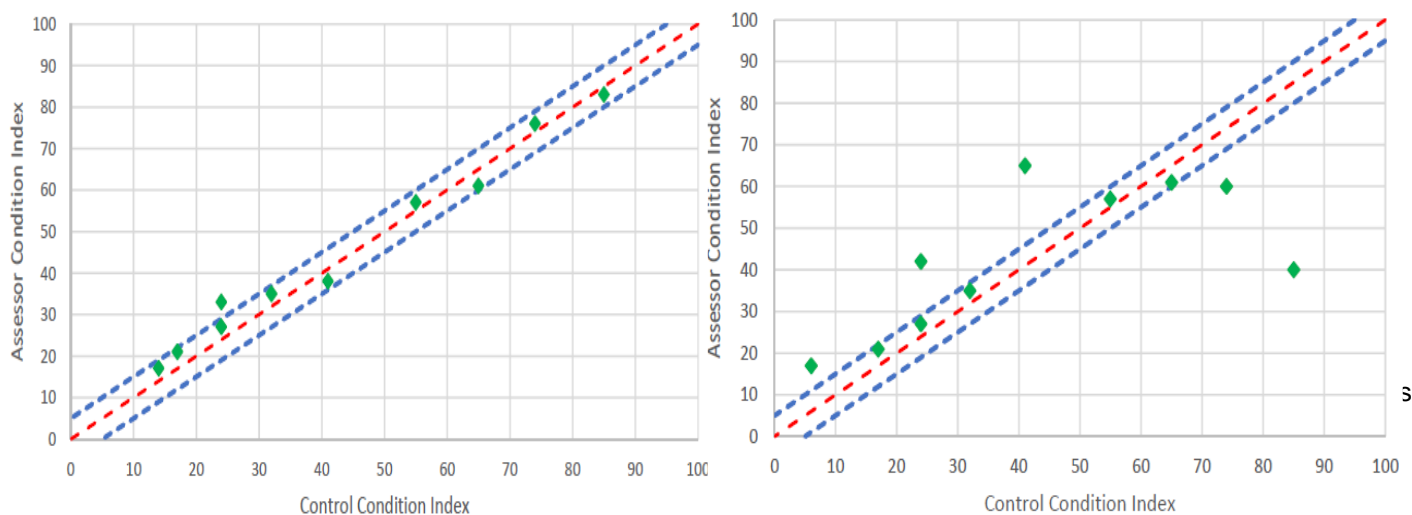
The paved and unpaved **visual assessors** must also attend the compulsory annual calibration and accreditation sessions before being permitted to undertake any visual assessments viz:

- Day 1 : Theoretical classroom workshop for paved and unpaved assessments
- Day 2 : Individual practical field assessments for paved and unpaved roads
- Day 3 : Written examination and evaluation of field assessments.

A minimum of 80% is required to pass the written examination.

In terms of the field assessment, the accuracy of the assessors will be a 2-stage evaluation:

- Stage 1 - 90% of the Condition Index values for the individual field assessment roads must be within a + or - 5 percentage points tolerance of the control Condition Index as determined by the employers RAMS engineer - illustrated by the example in Figure C3.1.5.



Year 1: Visual Condition Data Collection, reporting and Business Plans as pre-scribed
Year 2: Assets and Structures Data Collection, reporting and Business Plans as pre-scribed
Year 3: Traffic Counting Data Collection, reporting and Business Plans as pre-scribed
The I-RAMS will be updated and refined continuously.

The above works schedule is included for indicative purposes only and has no contractual implication. The scheduling of actual works will be aligned to the accepted tender amount and the Employers annual budget allocation for the Project.

C3.1.7 Electronic Data Exchange Format

The formatting of electronic data is to be STRICTLY on terms of the TMH 18 document.

TENDER 20/2025

NAMAKWA DISTRICT MUNICIPALITY

**PROCUREMENT OF PROFESSIONAL CONSULTING SERVICES:
REVIEW, ANALYSE AND UPDATE OF THE RURAL ROADS ASSET MANAGEMENT SYSTEM
(RRAMS)**

ANNEXURE A: EVALUATION CRITERIA FOR QUALITY/FUNCTIONALITY

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

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 supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

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 supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods 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 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, 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 in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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 in SCC.
- 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 in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the 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 countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

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 in SCC.

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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

