

GREATER TZANEEN MUNICIPALITY



SUPPLY CHAIN MANAGEMENT UNIT

BID DESCRIPTION: MAINTENANCE OF STORMWATER DRAINAGE

BID NO: SCMU 25/2021

NAME OF BIDDER:

BID AMOUNT: R..... VAT incl.

AMOUNT IN WORDS.....

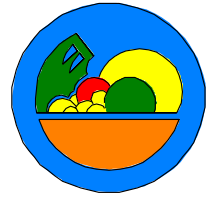
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CLOSING DATE: 10 FEBRUARY 2022 @ 12H00

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PART A:
GREATER TZANEEN MUNICIPALITY
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MASEPALA WA TZANEEN



SUPPLY CHAIN MANAGEMENT UNIT
DEPARTMENT: ENGINEERING SERVICES

BID DESCRIPTION: MAINTENANCE OF STORMWATER DRAINAGE

BID NO: SCMU 25/2021

Bids are hereby invited from interested service providers with CIDB grading of 2CE or higher for the Maintenance of Storm Water Drainage. Bid documents are obtainable at Greater Tzaneen Municipality Supply Chain Management Offices **upon a payment of a non-refundable fee of R1500.00 per document payable at the Revenue Offices; Civic Centre, Agatha Street no. 1 or to the following Bank Account: Greater Tzaneen Municipality; Absa Bank; Acc no:4051444332. please write bid number and company name as reference.**

Interested bidders must attach proof of the following documents to avoid disqualification:

Proof of payment for tender document(attach slip / receipt), CSD report (not older than 3 months), certified copies of ID's for all directors of the company, statement of municipal rates and taxes for both company and directors appearing in the CK (not older than 3 months)/ letter from traditional authority not older than 3 months for the company and the directors/ copy of Lease Agreement with 3 Months proof of payment only (No statements), valid tax pin or tax clearance, certified or original B-BBEE certificate (combined BBBEE certificate if Joint Venture), signed joint venture agreements in case of a joint venture companies, proof of relevant CIDB grading.

Bidders must sanitise/ wear gloves when preparing their bid document. Completed bid documents with attachments (supporting documents) must be wrapped in a sealed envelope and be deposited into Greater Tzaneen Municipality bid box, Civic Centre, Agatha Street, marked as Bid No: **SCMU 25/2021, postal address and contact details of the bidder.**

Bid document will only be available from the date of advert.

Closing date: 10 February 2022 @ 12:00 at Greater Tzaneen Municipality; Civic Centre; Council Chamber. Bidders must note that briefing session will **Not** take place.

Public bid opening will be held on the closing date at 12h00, Council Chambers.

EVALUATION OF BIDS

N.B: The evaluation of the bid will be conducted in two stages; first stage will be the assessment of functionality as follows: relevant company experience - 60 points; key personnel experience – 20 points; qualifications of key personnel – 20 points. Only bidders that obtained 70 points will be subjected to 80/20 Preference point scoring system, where 80 points will be allocated for price and 20 points for Broad Based Black Economic Empowerment (B-BBEE) status level of contributors.

Bidders shall take note of the following bid conditions:

- a) Greater Tzaneen Municipality Supply Chain Management Policy will apply on this bid.
- b) Broad Based Black Economic Empowerment (B-BBEE) Act will apply on this bid.
- c) Greater Tzaneen Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid.
- d) Council reserves the right to negotiate further conditions with the successful bidder.
- e) Council reserves the right not to appoint.
- f) No bidder will be appointed if not registered on Central Supplier Database.
- g) Contract period of this bid is 36 months,
- h) Council have the right to appoint more than one bidder;
- i) Proof of payment must be attached in the bid document
- j) Late, incomplete, unsigned, faxed or emailed bids will not be accepted.

Technical enquiries should be directed to Mr. N.G. Nkwinika @ 015 307 8216
Administrative enquiries must be directed to Ms. Z. Modjadji @ 015 307 8199

Mr. H.A. Nkuna
Acting Municipal Manager
Greater Tzaneen Municipality

PART B.1
FORM OF BID / FORM OF OFFER

Bid for contract number: SCMU 25/2021

I/We, the undersigned:

Bid for an amount % (vat inclusive) and.

- a) Bid to supply and deliver to the Greater Tzaneen Municipality all or any of the supplies of goods described in both Specification and Scheduled of this Contract.
- b) Agree that we will be bound by the specifications, prices, terms, and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution.
- c) Further agree to be bound by those conditions, set out should this bid be accepted in whole or in part.
- d) Confirm that this bid may only be accepted by the Greater Tzaneen Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that we are fully acquainted with the Preferential Procurement Forms and Schedules, and the contents thereof and that we have signed the Schedule of Prices – PART “N” and completed the Preference Points claim Forms attached in Part F, G, H, I and J; K; L”
- f) Declare that, the relevant authorised person thereto will initial each page of the bid document and amendment.
- g) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- h) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed atthis Day of20.....

Signature

Name of Firm: _____

Address: _____

As Witness:

1. Name _____ Date ___/___/_____ Signature: _____

2. Name _____ Date ___/___/_____ Signature: _____

State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We the undersigned am/are authorized to enter into this contract on behalf of:

By virtue of _____

Dated _____ a certified copy of which is attached to this bid.

Signature of authorized person: _____

Name of Firm: _____

Postal Address: _____

As witness:

1. Name: _____ Date ___/___/___ Signature: _____

2. Name: _____ Date ___/___/___ Signature: _____

Please Note: The prices at which bids are prepared to supply the goods and materials or perform the services must be placed in the column on the form provided for that purpose.

Failure to sign the form of bid and initialling each page of the bid document will result in disqualification of the bidder.

Bidders must sign this Form of Bid as well as PART "N" attached to this bid document and on acceptance of a bid by the Greater Tzaneen Municipality the Conditions of Contracts, Special Conditions, Specifications and Scheduled of prices, attached hereto shall be deemed to be the conditions of Contract between the parties. Failure to complete all blank spaces in the forms and to attend to the other details mentioned herein will render the bid liable to rejection.

Bank account details of Bidder:

Bank: _____

Branch: _____

Branch Code: _____

Account Number: _____

Type of Account: _____

Proof that municipal account is paid in full to be attached (arrangements made with council will be taken into consideration).

Part B. 2
Bidding Information

Details of person responsible for bidding process

Name: _____

Contact number: _____

Address of office submitting bid: _____

Telephone: _____

Fax no: _____

E-mail address: _____

Authority for signatory

Signatories for close corporation and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“By resolution of the board of director(s) passed on ____/____/20____

Mr/ Mrs. _____

Has been duly authorized to sign all documents in connection with the bid for

Contract _____ **No** _____

And any contract, which may arise there from on behalf of

Signed on behalf of the company: _____

In his capacity as: _____ **Date:** ____/____/____

Signature of signatory

As witness:

1. **Name** _____ **Date** ____/____/____ **Signature:** _____

2. **Name** _____ **Date** ____/____/____ **Signature:** _____

PART C GENERAL UNDERTAKING BY THE BIDDER

1.1 Definitions

1.1.1 “Acceptable bid” means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related regulations.

1.1.2 “Chairperson” means the chairperson of the Greater Tzaneen Municipality Bid Adjudication Committee.

1.1.3 “Municipal Manager” means the Accounting Officer or Municipal Manager of the Municipality.

1.1.4 “Committee” refers to the Bid Adjudication Committee.

1.1.5 “Council” refers to Greater Tzaneen Municipality.

1.1.6 “Equity Ownership” refers to the percentage ownership and control, exercised by individuals within an enterprise.

1.1.7 “HDI equity ownership” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.

1.1.8 “Member” means a member of the Bid Adjudication Committee.

1.1.9 “Historically Disadvantaged Individual (HDI)” means a South African citizen- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the 1983 and 1993 Constitutions; and/or (ii) Who is a female; and/ or (iii) Who has a disability?

1.1.10 “Service providers” refers to the bidders who have been successful in being awarded Council contracts.

1.1.11 “SMMs” (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).

1.1.12 “Contract” refers to legally binding agreement between Greater Tzaneen Municipality and the service provider.

1.1.13 “Bid” means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods

1.1.14 “Contractor” means any natural or legal person whose bid has been accepted by the Council.

1.1.15 “Closing time” means the date and hour specified in the bid documents for the receipt of bids.

1.1.16 “Order” means an official written order issued for the supply of goods or the rendering of a service in accordance with the accepted bid or price quotation.

1.1.17 “Written” or “in writing,” means handwritten in ink or any form of mechanical writing in printed form.

1.1.18 “Functionality” means technical capability, financial and other resource availability that the service provider needs, to successfully and efficiently render the service and/or deliver in accordance with the specifications.

1.2 INTERPRETATION:

1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -

1.2.2 An expression which denotes: -

1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time.

1.2.4 When any number of days is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day.

1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

1.3 I/we hereby Bid:

1.3.1 To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Greater Tzaneen Municipality.

1.3.2 On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);

1.3.3 At the prices and on the terms regarding time for delivery and/or execution inserted therein.

2.1 I/we agree further that: The offer herein shall remain binding upon me/us and open for acceptance by the Greater Tzaneen Municipality during the validity period indicated and calculated from the closing time of the bid. This bid and its acceptance shall be subject to the terms and conditions contained in the Forms,

Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted, notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

2.1.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Greater Tzaneen

Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Municipality.

2.1.2 In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid.

2.1.3 The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract.

2.1.4 Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

2.1.5 Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings, and I/we undertake to pay the Greater Tzaneen Municipality legal costs on an attorney and own client.

2.1.6 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us. The law of the Republic of South Africa shall govern the contract created by the acceptance to this bid.

2.1.7 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk

2.1.8 I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfilment of this contract. I/we declare that I/we have participation/no participation in the submission of any other bid for the supplies/services described in the attached documents.

If your answer here is yes, please state the names(s) of the other Bid(s) involved.....

PART D:

**GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY REPUBLIC OF SOUTH AFRICA**

Government Procurement: Greater Tzaneen

Municipality General Conditions of Contract

July 2010 the purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts, and orders; and
- (ii) (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.

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- 3. General
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- 5. Use of contract documents and information, inspection
- 6. Patent rights
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- 8. Inspections, tests and analysis
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- 11. Insurance
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- 13. Incidental services
- 14. Spare parts
- 15. Warranty
- 16. Payment
- 17. Prices
- 18. Contract amendments
- 19. Assignment
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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)
34. Prohibition of restrictive practices

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. 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 ancillaries 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 as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause

5.2.1 Except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause

5.3.1 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

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 analysed 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 those 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 fulfilment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated 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 these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

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

21.3 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract

and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

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

- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.
- (b) If the Supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped 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 wilful misconduct, and in the case of infringement pursuant to Clause 6.

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

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

34 PROHIBITION OF RESTRICTIVE PRACTICES

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998

PART E GENERAL PROCEDURES

1. General Directives

1. The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders, and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
2. Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
3. Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
4. The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
5. Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
6. All bids with regard to the bidding of a service e.g., materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
7. The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.
8. Process for competitive bidding Following are procedures for a competitive bidding process for each of the following stages:
 - 8.1 Compilation of bidding documentation
 - (a) Take into account – The general conditions of contract; Any Treasury guidelines on bid documentation; and The requirement of the Construction Industry Development Board, in the case of a bid relating to construction, Replacement or refurbishment of buildings or infrastructure.
 - (b) Include evaluation and adjudication criteria, including any criteria required by other applicable legislation.
 - (c) Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted as MBD 4
 - (d) Require the bidders to furnish the following if the value of the transaction is expected to exceed R10 million (VAT included):

- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statement – * For the past three years; or * Since their establishment if establishment during the past three years
- A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payments is overdue for more than 30 days
- Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
- A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic (e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

8.2 Issuing of bid documents On the date that the advertisement appears in the Municipality's Bid Bulletin, and or media, prospective bidders may request copies of the bid documentation. The Supply Chain Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder. No bid responses from any Bidder should be accepted if sent via the Internet, e-mail or fax.

8.3 Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Chief Financial Officer: Supply Chain Management Unit. The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time. The decision to extend the closing date or 27-time rests with the Chief Financial Officer: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

8.4 Public Invitation for competitive bids the following are procedures for the invitation of competitive bids:

- (i) Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Bid Bulletin) and
- (ii) Public advertisement must contain the following: The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and (iii) Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days' requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process
- (iv) Bids submitted must be sealed.
- (v) The following information must appear in any advertisement:

* **Bid number,**

* **Description of the requirements**

* **Closing date and time.**

* **The name and telephone numbers of the contact person for any enquiries.**

8.5 Inspection on loco A fully explanatory site inspection will be conducted.

8.6 Handling of bids submitted in response to public invitation

(a) Closing of bids

All bids will close at **12H00** on a date as stipulated on the advertisement, which must be reflected in the bid document. Bids are late if they are received at the address indicated in the bid documents after the closing date and time. A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by an explanation.

(b) Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Senior Supply Chain Officer: Supply Chain Management or his/her delegate. The official opening the bids should in each case read out the name of the bidder and the amount of the bid. The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened. Bids should be recorded in a register kept for that purpose.

8.7 Validity of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expire on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

8.8 Consideration of bids

The Council takes all bids duly admitted into consideration. The Council reserves the right to accept the lowest or any bid received The decision by the Municipality regarding the awarding of a contract must be final and binding

8.9 Evaluation of bids

The following are criteria against which all bids' responses will be evaluated:

- i) Compliance with bid conditions
 - Bid submitted on time
 - Bid forms signed and each page initialled
 - All essential information provided
 - Certified ID copies
 - Proof of work experience (attach CV)
 - Original or certified copy of B-BBEE Certificate
 - Submission of an original Tax Clearance Certificate, MBD 2
 - Submission of Company Registration Certificate
 - Submission of a Joint Venture Agreement, properly signed by all parties
 - Payment of Municipal RatesAnd all requirements as per advert **ii)** Meeting

technical specifications and comply with bid conditions.

- iii)** The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives, points scored for price and / or points scored for functionality if applicable.

2.10 Evaluation of bids on functionality and price

- (i) Greater Tzaneen Municipality must in the bid documents indicate if, in respect of a particular bid 29 invitation that bids will be evaluated on functionality and price.
- (ii) The total combined points allowed for functionality and price may, in respect of bids with an estimated Rand value above R1, 000,000.00, not exceed 90 points.
- (iii) When evaluating bids contemplated in this item, the points for functionality must be calculated for each individual bidder

- (iv) The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further adjudication.
- (v) The points for price, in respect of a bid which has scored the specified minimum number of points contemplated in sub-regulation (v) above, must, subject to the application of the evaluation system for functionality and price contemplated in this regulation, be established separately, and be calculated in accordance with the provisions of regulations c and d.
- (vi) The number of points scored for achieving Government's Broad-Based Black Economic
- (vii) Empowerment Objectives must be calculated separately and must be added to the points (viii) Scored for functionality and price.
- (ix) Only bid with the highest number of points be selected.

2.11 Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance, however, will only take effect after completion of the prescribed contract form. Unsuccessful bids should not be returned to bidders but should be placed on record for audit purposes. A register or records should be kept of all bids accepted

2.12 Publication of bid information

The particulars of the successful bidders should be published in the Municipality's Bid Bulletin as well as the website

2.13 Cancellation and re-invitation of bids

- (i) In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 million, the bid invitation must be cancelled.
- (ii) In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 million, the bid must be cancelled.
- (iii) In the event that the Municipality has cancelled a bid invitation as contemplated in sub regulations (i) and (ii) must re-invite bids and, must, in the bid documents stipulate the correct preference point 30 system to be applied. (a) A bid may be cancelled before award if:
 - Due to changed circumstances, there is no longer a need for the goods, works or services offered, or
 - Funds are no longer available to cover the total envisaged expenditure, or
 - No acceptable bids were received

PART F:

BID SPECIFICATION

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1.1 GENERAL PREAMBLE TO THE BILL OF QUANTITIES

Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) as amended in the Scope of Works.

It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information standards).

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.

An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor shall be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed Works shall be computed from the actual quantities of work done, valued at the relevant unit rates and/or prices.

Reasonable compensation will be received where no pay item appears in the Pricing Schedule in respect of work required in terms of the Contract and which is not covered in any other pay item.

The rates and/or prices to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.

The short descriptions of the items of payment given in the Pricing Schedule are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work

The units of measurement described in the Bill of Quantities are metric units. Alternatives used are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number

m ² pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ km	=	cubic metre-kilometre	P Csum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	percent
MPa	=	megapascal	kW	=	kilowatt

For the purpose of this Bill of Quantities, where applicable, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).

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.

Lump sum : An agreed amount for an item, the extent of which is described in the Bills Quantities of but the quantity of work of which is not measured in any units.

Arithmetical errors in the Bill of Quantities shall be corrected in accordance with Clause F3.9 of the Conditions of Tender. Should there be any discrepancy between rates and/or prices written in the Assessment Schedule and the Bill of Quantities, the latter shall govern.

The Bill of Quantities shall be completed by hand in **BLACK PEN INK**.

The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition)

C2.1.2 Special payment conditions

This clause shall be read in conjunction with the 'Penalties' clause(s). Where the penalty clause shall always receive precedence over this clause, should it be found that duplicative financial corrective measures exists.

C2.1.2.1 Provided previously

The Contractor shall not re-execute works under this Contract where he has successfully executed works for the Employer under a previous contract(s) that comply with the requirements of this Contract. However, where applicable the Contractor shall: clearly state this in his qualifications; and still provide the associated rates and prices in the schedule in the associated line item, but not calculate an associated amount.

The Employer shall at his sole discretion decide to re-execute such works.

C2.1.2.2 Materials and equipment

The Employer shall not provide any works material and equipment, as this shall be provided by the Contractor and deemed to have been included in his provided activity rates or prices.

C2.1.2.3 Confined space

The Contractor shall note that work activities shall be executed within confined spaces and it shall be deemed that allowance has been made in all activity pricing.

C2.1.2.4 Contract Price Adjustment

The effect of changes in prices or law on the amounts due shall be adjusted on the following basis:

No price adjustment over the first 12-month period of the Contract.
On the 12-month anniversary date of the signing of the agreement the rates shall be adjusted by twelve-month year on year CPI index (as published in the monthly bulletin PO141.1 of statistics South Africa) ruling on the 12-month anniversary date of the signing of the .

C2.1.2.5 Preliminary and General

Preliminary and General items shall be limited to a maximum of twenty five percent (20%) of the total Contract Value.

C2.1.2.6 Contractor Appointment

Contractors will only be appointed for value of work in their CIDB grading category only.

C2.1.2.7 Rates Negotiation

Rates will be negotiated with the short-listed Tenderers.

BID SPECIFICATION

PROJECT: PREVENTATIVE AND MAINTENANCE OF STORMWATER IN GTM

BID NO.: 25/2021

C2.1 BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS				
12,02	Services				
	a) Relocation and Protection of existing	Prov. Sum	1	R 100 000,00	R 100 000,00
	b) Handling cost and profit in respect of sub item 12.02(a)	%	R100 000,00		
B12.05	Contractor's obligations relevant to the Occupational Health & Safety Act				
	(a) Contractor's Initial obligations in respect of the Occupational Health And Safety and Construction Regulations	Prov. Sum	1	R 35 000,00	R 35 000,00
	b) Handling cost and profit in respect of sub item 12.05(a)	%	R 35 000,00		
12,05	(a) Prime cost item for payment to landowners for borrow material loss of crop or other matters				
	(i) Payment by contractor to landowners	Prov. Sum	1	R 20 000,00	R 20 000,00
	(ii) Percentage item 12.05(a)(i) for contractors charges and profit	%	R 20 000,00		
12,06	The setting out and protection of beacons	Prov. Sum	1	R 15 000,00	R 15 000,00
	(a) Handling cost and profit in respect of sub item 12.06	%	R 15 000,00		
12,28	Legal provisions	Lump Sum	1		
1200	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1300	CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	The contractors general obligations:				
	(a) Fixed obligations	Lump sum	1		
	(b) Value-related obligations	Lump sum	1		
	(c) Time-related obligations	Month	1		
	NB: The combined tendered total for subitem (a), (b) and (c) should not exceed 15% of Tender sum, excluding VAT.				
1300	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1500	ACCOMMODATION OF TRAFFIC				
B15.01	Accommodating traffic and maintaining temporary deviations:	km	1		
15,02	Earthworks for temporary deviations:				
	(a) Shaping of temporary deviations	km	1		
	(b) Cut and borrow to fill	m ³	1		
	(c) Cut to spoil	m ³	1		
B15.03	Temporary traffic-control facilities:				
	(a) Flagmen	man-days	1		
	(b) Portable STOP and GO-RY signs	No.	1		
	(d) Amber flicker lights	No	1		
	(e) Road signs, R- and TR-series				
	(i) 900mm	No	1		
	(ii) 1200mm	No	1		
	(f) Road signs, TW-series				
	(i) 1500mm	No	1		
	(ii) 2400 mm x 400 mm	No	1		
	(g) Road signs, STW-, DTG-, TGS- and TG-series (excluding delineators and barricades)				
	(i) 1600mm x 1200mm	No	1		
	(ii) 2400 mm x 1800 mm	No	1		
	(h) Delineators (DTG50J) (800mm x 200mm):				
	(i) Single	No.	1		
	(ii) Mounted back to back	No.	1		
	(i) Movable barricade/road sign combination	No.	1		
	(j) Traffic cones (500mm height)	Lump Sum	1		
	(k) Two-way communication devices	No.	1		
	(l) Provision of high visibility safety jackets and safety hats	No.	1		
1500	TOTAL CARRIED FORWARD				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD				
	(m) Special information signs as required by Employer	m ²	1		
15,04	Relocation of traffic-control facilities	Lump Sum	1		
15,05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:				
	(a) Temporary deviations	m ³	1		
	(b) Existing gravel shoulders	m ³	1		
15,06	Watering of temporary deviations	kl	1		
15,07	Blading by road grader of:				
	(a) Temporary deviations	km-pass	1		
	(b) Existing gravel shoulders used as temporary deviations	km-pass	1		
15,1	Accommodation of traffic where the road is constructed in half widths	km	1		
15,11	Traffic signal STOP/GO-RY facilities	Prov. Sum	1	R 5 000,00	R 5 000,00
	(a) Handling cost and profit in respect of sub item 15.11	%	R 5 000,00		
15,12	Temporary culverts:				
	Provision and laying of temporary prefabricated concrete culverts complete:				
	(a) Pipe culverts on Class B bedding:				
	(i) 450mm dia. Class 100D	m	1		
	(ii) 600mm dia. Class 100D	m	1		
1500	TOTAL CARRIED FORWARD				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD				
	(iii) 900mm dia. Class 100D	m	1		
	(iv) 1200mm dia. Class 100D	m	1		
	(v) 2.1m x 1.8m prefabricated box culvert on class A bedding	m	1		
	(b) Re-use of prefabricated culverts complete:				
	(i) 900mm dia. Class 50D	m	1		
	(ii) 1200mm dia. Class 50D	m	1		
	(iii) 2.1m x 1.8m prefabricated box culvert on class A bedding	m	1		
	(c) Eventual removal of prefabricated culverts	m	1		
B15.14	Prime cost sum for:				
	(a) Compensation to landowners for land taken up by deviations	Prov, Sum	1	R 30 000,00	R 30 000,00
	(b) Handling cost and profit in respect of sub item B15.14(a) above	%	R 30 000,00		
15/17.01	Clearing and grubbing	m ²	1		
15/17.02	Removal and grubbing of large trees and tree stumps:				
	(a) Girth exceeding 1m up to and including 2m	No.	1		
	(b) Girth exceeding 2m up to and including 3m	No	1		
15/33.01	Cut and borrow to fill, including free-haul up to 5km				
	(a) Materials in compacted layer thickness of 200mm and less:				
	(i) Compacted to 90% of modified AASHTO density	m ²	1		
15/34.01	Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 5km				
	(a) Gravel selected layer compacted to:				
	(i) 93% of modified AASHTO density (150mm thick)	m ²	1		
1500	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1700	CLEARING AND GRUBBING				
17,01	Clearing and grubbing				
	(a) Normal areas:				
	(i) Within the road reserve	m2	1		
	(ii) Inborrow pits	m2	1		
	(b) Existing fill embankments with slopes steeper than 1:4	m2	1		
17,02	Removal and grubbing of large trees and tree stumps:				
	(a) Girth exceeding 1m up to and including 2m	No	1		
	(b) Girth exceeding 2m up to and including 3m	No	1		
17,04	Clearing and grubbing at inlets and outlets of hydraulic structures	m ²	1		
17,02	Cleaning out hydraulic structures				
	(a) Pipes with an internal diameter up to and including 750mm	m ³	1		
	(b) Pipes with an internal diameter exceeding 750mm	m ³	1		
	(c) Box culverts up to and including 1.5m vertical dimension	m ³	1		
	(d) Box culverts exceeding 1.5m vertical dimension	m ³	1		
1700	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2100	DRAINS				
21,01	Excavation for open drains:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0m up to 1,5m	m ³	1		
	(ii) Exceeding 1,5m and up to 3,0m	m ³	1		
	(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m ³	1		
21,02	Cleaning and shaping existing open drains	m ³	1		
21,03	Excavation for subsoil drainage systems:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0m up to 1,5m	m ³	1		
	(b) Extra over subitem 21.03(a) for excavation in hard material, irrespective of depth	m ³	1		
21,04	Impermeable backfilling to subsoil drainage systems	m ³	1		
21,05	Banks and dykes	m ³	1		
21,06	Natural permeable material in subsoil drainage systems (crushed stone):				
	(a) Crushed stone obtained from commercial sources (no overhaul):				
	(i) Coarse grade stone (19mm nominal size aggregate)	m ³	1		
21,07	Natural permeable material in subsoil drainage systems (sand):				
	(a) Sand from commercial sources (no overhaul)	m ³	1		
2100	TOTAL CARRIED FORWARD				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD				
21,08	Pipes in subsoil drainage systems:				
	(b) Unplasticized PVC pipes and fittings, normal duty, complete with couplings:				
	(i) 150mm diameter, perforated	m	1		
B21.09	Polyethylene sheeting, 0,15mm thick, or similar approved material, for lining subsoil drainage systems	m ²	1		
21,10'	Synthetic-fibre filter fabric:				
	(a) Non-woven needle punched type:				
	(i) Kaymat U24 or approved equivalent	m ²	1		
21,12	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:				
	(a) Outlet structures	No.	1		
21,13	Concrete caps for subsoil drainpipes	No.	1		
21,15	Overhaul for material hauled in excess of 5,0km free haul (normal overhaul)	m ³ -km	1		
21,17	Test flushing of pipe subsoil drains	No.	1		
B21.20	Galvanized wire mesh, 250 x 250mm, at the outlets of subsoil drainage systems. Mesh 10mm x 10mm x 2,5mm wire diameter	No.	1		
2100	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
22.00	PREFABRICATED CULVERTS				
22.01	Excavation				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m ³	1		
	(ii) Exceeding 1,5 m and up to 3,0 m	m ³	1		
	(iii) Exceeding 3,0 m and up to 4,5 m	m ³	1		
	(iv) Exceeding 4.5 m and up to 6,0 m	m ³	1		
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m ³	1		
22.02	Backfilling:				
	(a) Using the excavated material	m ³	1		
	(b) Using imported selected material	m ³	1		
	(c) Extra over subitems 22.02(a) and (b) for soil cement backfilling with 5% cement of the dry mass	m ³	1		
22.03	Concrete pipe culverts				
	(1) 600 mm dia class 100D concrete pipe culvert on class B bedding	m	1		
	(2) 750 mm dia class 100D concrete pipe culvert on class B bedding	m	1		
	(3) 900 mm dia class 100D concrete pipe culvert on class B bedding	m	1		
	(4) 1200 mm dia class 100D concrete pipe culvert on class B bedding	m	1		
22.05	Portal and rectangular culverts: Class 100s				
	(b) Without prefabricated floor slabs				
	(1) 600mm x 1200mm, Rectangular	m	1		
	(2) 1200mm x 900mm, Rectangular	m	1		
	TOTAL CARRIED FORWARD				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD				
	(3) 1800mm x 900mm, Rectangular	m	1		
	(4) 1200mm x 1200mm, Rectangular	m	1		
22.06	Extra over items 22.04 and 22.05 for constructing inclined culverts	m	1		
22.07	Cast in situ concrete and formwork				
	(b) In floor slabs for portal or rectangular culverts, including formwork, joints and class U2 surface finish:				
	(i) Class 25/19 concrete	m ³	1		
	(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface:				
	(i) Class 25/19 concrete	m ³	1		
22.10	Steel Reinforcement				
	a) Welded Mesh (395 Ref)	kg	1		
22.12	Removing existing concrete				
	(a) Plain concrete	m ³	1		
	(b) Reinforced concrete	m ³	1		
22.18	Brickwork				
	(a) 115 mm thick	m ²	1		
	(b) 230 mm thick	m ²	1		
22.19	Plaster	m ²	1		
2200	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
23.00	CONCRETE KERBING, CONCRETE CHANNELLING OPEN CONCRETE CHUTES AND CONCRETE LININGS FOR OPEN DRAINS				
23,01	Concrete kerbing: Class 25/19 cast in-situ concrete				
	(a) Prefabricated barrier kerbs SABS 927 (1969) fig 7	m	1		
23,02	Concrete kerbing-channelling combination				
	(Class 25/19 cast in situ concrete in channel):				
	(a)(i) Prefabricated mountable kerbs SABS 927 (1969) fig 8	m	1		
	(ii) Class 25/19 cast in-situ concrete in channel	m	1		
23,03	Concrete chutes:				
	(a) Prefabricated concrete chutes SABS 927 class 75 fig 7	m	1		
23,04	Cast in situ concrete chutes (measured by components)				
	(a) (i) Structural concrete (Class 25/19)	m ³	1		
	(ii) Mass concrete (Class 15/38)	m ³	1		
	(b) Vertical Formwork (Class F1 surface finish)	m ²	1		
23,06	Inlet, outlet, transition and similar structures (measured by components):				
	(a) Concrete (Class 20/19)				
	(i) In side inlets	No	1		
	(ii) in transition and outlet structures	No	1		
	(iii) Energy breaker blocks	No	1		
	(b) Formwork:				
	(i) Class F1 surface finish	No	1		
2300	TOTAL CARRIED FORWARD				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD				
23,07	Trimming of excavations for concrete-lined open drains:				
	(a) In soft material	m ²	1		
	(b) In hard material	m ²	1		
23,08	Concrete lining for open drains:				
	(a) Cast in situ concrete V-drain (Class 25/19)	m ³	1		
23,12	Steel reinforcement:				
	(c) Welded steel fabric (High-tensile steel)	kg	1		
23,16	Concrete edge beams, 300mm x 150mm (class 30/19 concrete)	m	1		
23/22.12	Removing existing concrete:				
	(a) Plain concrete	m ³	1		
23/16.02	Overhaul on material hauled in excess of 5,0km (ordinary overhaul on spoil material)	m ³ -km	1		
2300	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3100	BORROW MATERIALS				
31,01	Removal of excess overburden	m ³	1		
31,03	Finishing-off borrow areas in:				
	(b) Intermediate material	ha	1		
	(c) Soft material	ha	1		
B31.04	Compensation to landowners:				
	(a) Prime cost sum for compensation to landowners	P.C. sum	1		R 20 000,00
	(b) Handling costs and profit in respect of subitem B31.04(a) above	%	R 20 000,00		
B31/55.02	Fencing of borrow pits	km	1		
3100	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3300	MASS EARTHWORKS				
33,01	Cut and borrow to fill, including free-haul up to 1.0km:				
	(a) Material in compacted layer thicknesses of 200mm and less:				
	(ii) Compacted to 90% of modified AASHTO density	m ³	1		
33.01/1601	Overhaul within 0.5km to 1km (restricted overhaul)	m ³	1		
33.01/1602	Overhaul in excess of 1km	m ³	1		
33,03	Extra over item 33.01 for excavating and				

	breaking down material in:				
	(a) Intermediate excavation	m ³	1		
	(b) Hard excavation	m ³	1		
33,04	Cut to spoil, including free-haul up to 0,5km. Material obtained from:				
	(a) Soft excavation	m ³	1		
	(b) Hard excavation	m ³	1		
	(c) Intermediate excavation	m ³	1		
	(d) Boulder excavation Class B	m ³	1		
33,06	Variations in the number of roller passes (applicable to sub subitem 33.01(a)(iii) and 33.01(b)(iii) and item 33.11)				
	(a) Vibratory rollers	m2-pass	1		
	(b) Grid rollers	m2-pass	1		
33,07	Removal of unsuitable material (including free haul of 0,5km):				
	(a) In layer thicknesses of 200mm and less:				
	(ii) Unstable material	m ³	1		
3300	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL				
34,01	Pavement layers constructed from gravel taken from commercial sources, including free-haul up to 1.0km				
	(a) Gravel selected layers compacted to:				
	(i) 93% of modified AASHTO density (150mm)	m ³	1		
	(b) Gravel subbase (chemically stabilized material) compacted to:				
	(i) 95% of modified AASHTO density (150mm)	m ³	1		
	(c) Gravel base (chemically stabilized material) compacted to:				

	(i) 98% of modified AASHTO density (150mm)	m ³	1		
	(d) Gravel shoulders compacted to:				
	(i) 95% of modified AASHTO density (200mm)	m ³	1		
34.01/1601	Overhaul within 0.5km to 1.0km (restricted overhaul)	m ³	1		
34.01/1601	Overhaul in excess of 1km	m ³ -km	1		
34,02	Extra over item 34.01 for excavation of material in:				
	(a) Intermediate excavation	m ³	1		
	(b) Hard material	m ³	1		
34,06	Extra over items 34.04 for adding extra material as specified in sub subclause 3207(b)(iii):				
	(a) Gravel selected layer	m ³	1		
34,07	Extra over items 34.04 for temporarily blading the material to windrow	m ³	1		
34/32.04	Removal of oversize pavement material	m ³	1		
34/32.06	Stockpiling of material	m ³	1		
34/38.10	Preparing stockpile sites	m ²	1		
3400	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3500	STABILIZATION				
35,01	Chemical stabilization extra over unsterilized compacted layers:				
	(a) Base layer, 150mm thick	m ³	1		
	(b) Subbase layer, 150mm thick	m ³	1		
35,02	Chemical stabilizing agent:				
	(a) Ordinary Portland cement	t	1		

	(b) Slaked road lime	t	1		
35,04	Provision and application of water for curing	kl	1		
35,13	Extra over item 35.01 for trial sections	m ²	1		
3500	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3600	CRUSHED - STONE BASE				
36,04	Crushed stone base constructed with material from existing pavement layers (150 mm thickness)				
	(a) G2 material compacted to 85% of bulk relative density:				
	(i) Material from existing uncemented crushed stone layers	m ³	1		
	(1) Unscreened	m ³	1		
36,05	In-situ reconstructed uncemented crushed-stone base (150 mm thickness)				

	(a) G2 material compacted to 85% of bulk relative density:				
	(i) With existing surfacing material removed	m ³	1		
	(ii) Mixed with existing surface material	m ³	1		
36,06	Extra over item 36.05 for temporarily blading the material to window	m ³	1		
36,07	Crusher fines or sand for improving the grading of recovered crushed stones				
	(a) Material from approved borrow pits	m ³	1		
	(b) Material from commercial sources	m ³	1		
36,08	Extra over item 36.05 for using added				
	crushed-stone material:				
	(a) Material from approved sources on the site:				
	(i) G1 material	m ³	1		
	(ii) G2 material	m ³	1		
	(b) Material from commercial sources				
	(i) G1 material	m ³	1		
	(ii) G2 material	m ³	1		
3600	TOTAL CARRIED FORWARD				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3600	TOTAL BROUGHT FORWARD				
36,09	Extra over item 36.04 for excavation crushed				
	stone from existing pavements in restricted areas:				
	(a) Non-cemented crushed stone	m ³	1		
36,1	Extra over payment fo placing and compacting or for in-situ reconstruction of crushed-stone base in restricted areas:				

	(a) Extra over item 36.04 for placing and compacting form existing pavement layers	m ³	1		
	(b) Extra over item 36.05 for in-situ reconstructing uncemented crushed stone base	m ³	1		
36,11	Compacting the floor of pavement excavations (5 roller passes) with				
	(a) Vibratory rollers	m ²	1		
	(b) Flat-wheeled rollers	m ²	1		
	(c) Pneumatic-tyred rollers	m ²	1		
36,12	Water for compacting the pavement excavating floor	kl	1		
36,13	Variation in the number of roller passes				
	applicable to item 34.10				
	(a) Vibratory rollers	m ²	1		
	(b) Flat-wheeled rollers	m ²	1		
	(c) Pneumatic-tyred rollers	m ²	1		
36,14	Extra over item 36.11 for compacting the floor of pavement				
	Excavation in restricted areas	m ²	1		
3600	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4100	PRIME COAT				
41,01	Prime coat:				
	(a) MC-30 cut back bitumen	litre	1		
	(b) MSP1	litre	1		

41,02	Aggregate for blinding	m ²	1		
41,03	Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment	litre	1		
4100	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4200	ASPHALT BASE SURFACEING				
42,2	Backfilling of excavations for patching with:				
	(a) Medium continuously graded asphalt				
	(i) Thickness - 30 mm	m ²	1		
	(ii) Thickness - 40 mm	m ²	1		
	(b) Asphalt surfacing	m ²	1		
4200	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4500	DOUBLE SEALS				
B45.01	Double seals using:				
	(c) 13,2mm and 6,7mm aggregate (Grade 1 aggregate):				

	(i) Using B8 road grade bitumen or 80/100 pen. grade bitumen in both applications	m ²	1		
45,02	Bituminous binder variations:				
	(b) B8 road-grade bitumen or 80/100 penetration grade bitumen	litre	1		
	(i) Homogeneous modified binder (PMB) hot applied	litre	1		
45,03	Aggregate variations:				
	(b) 13,2mm aggregate	m ³	1		
	(d) 6,7mm aggregate	m ³	1		
4500	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
51.00	PITCHING, STONEMASONRY AND AGAINST EROSION				
51,01	Stone pitching				
	(b) Grouted stone pitching	m ²	1		
	Stone masonry walls				

51.03	(b) Cement-mortared stone walls	m ²	1		
51.04	Concrete pitching and block paving				
	(d) Prefabricated concrete paving blocks for sidewalks/bustops pavement				
	(1) 40 mm thick	m ²	1		
	(2) 60 mm thick	m ²	1		
	(3) 80 mm thick	m ²	1		
51.05	Cast in situ concrete edge beams, class 25/19 concrete (Formwork and clause U2 surface finish included)				
	(1) 300mm x 200mm	m	1		
	(2) 300mm x 300mm	m	1		
51.06	Provision of approved herbicide and ant poison:				
	(a) Provision of materials	PC Sum	1		R 20 000,00
	(b) Contractor's charges and profit added to the prime cost sum	%	R 20 000,00		
51,07	Foundation trenches	m ³	1		
5100	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5200	GABIONS				
52,01	Foundation trench excavation and backfilling:				
	(a) In solid rock (material which requires blasting) on abutments and pier foundations	m ³	1		

	(b) In all other classes of material	m ³	1		
52,02	Surface preparation for bedding the gabions:				
52,03	Gabions				
	(a)(i) Galvanized gabion boxes (3m x 1m x 1m) with 80x100x2,7 mm mesh	m ³	1		
	(ii) Galvanized gabion boxes (2m x 1m x 1m) with 80x100x2,7 mm class A mesh	m ³	1		
	(iii) Galvanized gabion boxes (1m x 1m x 1m) with 80x100x2,7 mm class A mesh	m ³	1		
	(c) Galvanized gabion mattresses (Gabion mattresses 0,3m deep with 80x100x2,7 mm mesh)	m ³	1		
52.04	Filter fabric: Kaytech A4 or similar approved	m ²	1		
5200	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5400	GUARDRAILS				
54.01	Guardrails on timber posts:				
	(a) Galvanized	m	1		

54.04	End treatments:				
	(a) End wings	No.	1		
	(c) Bridge adaptors	No.	1		
	(d) End treatments in accordance with the drawings where single guardrail sections are used	No.	1		
54,05	Additional guardrail posts				
	(a) Timber	No.	1		
54,06	Reflective plates	No.	1		
5400	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ROAD SIGNS				
56,01	Road sign boards with painted or coloured Semi-matt background. Symbols, lettering, and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:				

	(i) Area not exceeding 2m ²	m ²	1		
	(ii) Area exceeding 2m ² but not exceeding 10m ²	m ²	1		
56,02	Extra over item 56.01 for using:				
	(a) Background of retro-reflective material:				
	(i) Class I	m ²	1		
56,03	Road sign supports (over-head road sign structures excluded):				
	(a) Steel tubing				
	"D"-shaped steel tubing profile				
	(i) 75mm diameter and 3.5mm wall thickness	t	1		
56,05	Excavating and backfilling for road sign supports (not applicable for kilometre posts)	m ³	1		
56,06	Extra over item 56.05 for cement-treated soil backfills	m ³	1		
56,09	Dismantling and storing road signs with a surface area of:				
	(a) Up to 2m ²	No	1		
	(b) Size 200mm x 800mm at stormwater culverts	No	1		
	(c) Size 300mm x 1200mm at bridge structures	No	1		
5600	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5700	ROAD MARKINGS				
57,02	Retro-reflective road-marking paint:				
	(a) White lines (broken or unbroken):				
	(i) 100mm wide	km	1		

	(b) Yellow lines - 100mm width				
	(ii) 150mm wide	km	1		
	(d) White lettering and symbols	m ²	1		
	(e) Yellow lettering and symbols	m ²	1		
	(f) Transverse lines, painted island, and arrestor bed markings (any colour)	m ²	1		
57,06	Setting out and pre marking the lines (excluding traffic island markings, lettering, and symbols)	km	1		
5700	TOTAL CARRIED TO SUMMARY				R

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59,01	Finishing the road and road reserve:				
	(a) Single carriageway road	km	1		
	(b) Treatment of old roads and temporary deviations	km	1		
5900	TOTAL CARRIED TO SUMMARY				R

	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	TESTING MATERIALS AND WORKMANSHIP				
	Other special tests requested by the Municipality	Prov. Sum	1	R 30 000,00	R 30 000,00
	(b) Contractor's charges and profit in respect of item 81,02(a) above	%		R 30 000,00	

TOTAL CARRIED TO SUMMARY					R

SUMMARY OF SCHEDULE OF QUANTITIES		
SECTION	DESCRIPTION	
1200	GENERAL REQUIREMENTS AND PROVISIONS	R
1300	CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	R
1500	ACCOMMODATION OF TRAFFIC	R
1700	CLEARING AND GRUBBING	R
2100	DRAINS	R
2200	PREFABRICATED CULVERTS	R
2300	CONCRETE KERBING, CONCRETE CHANNELLING OPEN CONCRETE CHUTES AND CONCRETE LININGS FOR OPEN DRAINS	R
3100	BORROW MATERIALS	R
3300	MASS EARTHWORKS	R
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	R
3500	STABILIZATION	R
3600	CRUSHED - STONE BASE	R
4100	PRIME COAT	R
4200	ASPHALT BASE SURFACEING	R
4500	DOUBLE SEALS	R
5100	PITCHING, STONWORK AND AGAINST EROSION	R
5200	GABIONS	R
5400	GUARDRAILS	R
5600	ROAD SIGNS	R
5700	ROAD MARKINGS	R
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	R
8100	TESTING MATERIALS AND WORKMANSHIP	R
TOTAL SCHEDULE A: (CARRIED TO FORWARD)		R

PROJECT NAME: PREVENTATIVE AND MAINTENANCE OF STORMWATER	
BID NUMBER: 25/2021	
TOTAL BROUGHT FORWARD FROM SCHEDULE A	R
TENDER (CONTRACT) SUM	R
1) CONTRACT PRICE ADJUSTMENT 7,5 %	R
3) VARIATIONS ON SPECIAL MATERIALS 3% (RISE AND FALL)	R
2) CONTINGENCIES 10%	R
SUBTOTAL	R
ADD 15% VAT	R
TOTAL AMOUNT	R

FUNCTIONALITY CRITERION

FUNCTIONALITY: MAINTENANCE OF TARRED ROADS SCMU 25/2021

Relevant Company Experience	Scoring	Weighting (AXB)/A
Name of contactable reference (Completed roads and stormwater related projects in the past 3yrs)		
Project 01	30	60
Project 02	30	
Key Personnel Experience	Scoring	Weighting
Site Agent: 8 years' experience		20
≥ 8 yrs	10	
5-7 yrs	8	
3-4 yrs	5	
1-2 yrs	1	
Foreman: 5 years' experience		
≥ 5 yrs	5	
4 yrs	3	
3 yrs	2	
1-2 yrs	1	
Health and Safety Officer: 5 years of experience as OHS in Civil Engineering Construction		
≥ 5 yrs	5	
4 yrs	3	
3 yrs	2	
1-2 yrs	1	
QUALIFICATION OF KEY PERSONNEL		20

Site Agent: Civil Engineering or Construction Management	
Bsc/B-Tech	10
National Diploma	8
LIC NQF 5/7	5
N6	3
Any Cert.	1
Foreman: 5 years' experience	
National Diploma	5
NQF 5	4
N6	3
Health and Safety Officer: 5 years of experience as OHS in Civil Engineering Construction	
ND = 5	5
Cert = 3	3



PART G

Tropical Paradise

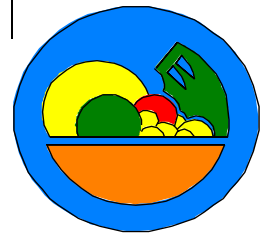
GREATER TZANEEN MUNICIPALITY

P.O. BOX 24

TEL: 015 307 8000

TZANEEN, 0850

FAX: 015 307 8049



Tropiese Paradys

INFORMATION REQUIRED FOR BID EVALUATION PURPOSES

1. EXPERIENCE

Complete the below schedule regarding your company previous working experiences on this project.

Client	Contact Person	Contact Number	Contract Value	Contract Period

2.FINANCIAL CAPACITY

The below schedule should be completed by your banker or by the financial institution were your company's bank account is held

If your company does not have any equipment on its possession at present, please furnish us with an undertaking from your financier that your company will be provided with the necessary finance to acquire the equipment's required or alternatively your financier should provide us with an undertaking

PART H

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

THE BIDDER'S TAX OBLIGATIONS

1 In order to meet the requirements, bidders are required to complete in full the attached form TCC 00. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

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

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

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

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

6 Applications for the Tax Clearance Certificates may also be made via 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.

PART I
MBD 4 DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state .
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number.....

3.6 Are you presently in the service of the state **(please circle the applicable one)**
***YES / NO**

3.6.1 If so, furnish particulars.

3.7 Have you been in the service of the state for the past twelve months? **(please circle the applicable one)** *YES / NO

3.7.1 If so, furnish particulars.....

3.8 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? **(please circle the applicable one)** *YES / NO

3.8.1 If so, furnish particulars.

MSCM Regulations: “in the service of the state” means to be –

(a) a member of –

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

(b) a member of the board of directors of any municipal entity.

(c) an official of any municipality or municipal entity.

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 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.

.....

3.10. Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or? adjudication of this bid?

YES / NO

3.10.1. If so, furnish particulars

3.11 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? **(please circle the applicable one)**
*YES / NO

3.11.1 If so, furnish particulars.

3.12 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **(please circle the applicable one)**
*YES / NO

3.12.1 If so, furnish particulars.

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

Full Name	Identity Number	State Employee Number

Signature

Date

Capacity

Name of Bidder

CERTIFICATION

I, the undersigned (name).....

Certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

.....
Signature

.....
Date

.....
Designation

.....
Name of Bidder

PART J

MBD 6.1

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

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

NB: before completing this form, bidders must study the general conditions, definitions, and directives applicable in respect of B-BBEE, as prescribed in the preferential procurement regulations, 2017.

1. GENERAL CONDITIONS

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

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

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

(b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
Price	80
B-BBEE status level of contributor	20
Total points for price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-based Black Economic Empowerment Act.
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an excepted micro enterprise in terms of a quote of good practice on Black Economic Empowerment issued in terms of section 9(1) of the broad-Based Economic Empowerment Act.
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender document.
- (g) **“Price”** includes all applicable taxes less on unconditional discounts.
- (h) **“Proof of BEE status level of contributor”** means
 - 1) BBBEE status level certificate issued by an authorized body or person
 - 2) Sworn Affidavit as prescribed by the BBBEE codes of codes practice.
 - 3) an other requirements prescribed in terms of the BBBEE Act.
- (I) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on Black Economic Empowerment issued in terms of section 9(1) of the Broad Black Economic Empowerment Act.
- (j) **“rand value”** means the total estimated value of a contract in rand, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

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

90/10

$$P_s \square 80 \square 1 \square \frac{P_t \square P_{min} \square \square}{P_{min} \square} \text{ Or } P_s \square 90 \square 1 \square \frac{P_t \square P_{min} \square \square}{P_{min} \square}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1. AND 4.1

6.1 B-BBEE Status Level of Contribution: = (maximum of 20 or 10 points) (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level contributor).

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? (Tick applicable box)

YES		NO	
------------	--	-----------	--

7.1.1 If yes, indicate:

(i) What percentage of the contract will be subcontracted?%

(ii) The name of the sub-contractor?

.....

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

(iv) Whether the sub-contractor is an EME/SME? (Tick applicable box) YES / NO

(V) Specific, by ticking the appropriate box, if subcontracting with an enterprise in terms of preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by	EME	QSE
Black People		
Black People who are youth		
Black People who are woman		
Black People with disabilities		
Black People living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black People		
Black People who are military veterans		
Or		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of the business:

8.2 VAT registration number :

8.3 Company registration number.....

8.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number

Stand Number

8.8 Total numbers of years the company/firm has been in business?

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

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

forward the matter for criminal prosecution
Witnesses

1.....

2.

.....
Signature(s) of bidders

Date:

Address:

.....

.....

PART K

PART K

MBD 6.2

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9 (1) and 9. (3) make provision for the promotion of local production and content.

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

1.3. Regulation 9 (3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

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

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

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[\frac{x}{y} \right] \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date,

one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- The bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below, and.
- This declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals.

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

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

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

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

2.6. **“imported content”** means that portion of the bid price represented by the cost of

2.7. components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry.

2.8. **“local content”** means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place.

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

2.10. **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

Local content declaration by chief financial officer or other legally responsible person nominated in writing by the chief executive or senior member/person with management responsibility (close corporation, partnership or individual)

IN RESPECT OF BID No.

ISSUED BY: Greater Tzaneen Municipality

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

I, the undersigned, (full names),

Do hereby declare, in my capacity as

of(name of bidder entity), the

following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

(d) (e)	Bid price, excluding VAT (y)	R
	Imported content (x)	R
	Stipulated minimum threshold for Local content (paragraph 3 above)	

Local content % as calculated in terms of SATS 1286

If the bid is for more than one product, a schedule of the local content by product shall be attached.

I accept that the **Greater Tzaneen Municipality** has the right to request that the local content be verified in terms of the requirements of SATS 1286.

I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 2000).

SIGNATURE _____

Date: _____

Witnesses:

No. 1 _____

Date: _____

No. 2 _____

Date: _____

PART L
MBD 7.2 CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

Description of Service	Price (all applicable taxes included)	Completion date	B-BBEE status level of contribution	Minimum threshold for local production and content (if applicable)

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

Signed at on

Name (print)

Signature

OFFICIAL STAMP

WITNESSES

1

2

DATE:

PART M

MBD 8 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. wilfully 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"/>
Item	Question	Yes	No

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

CERTIFICATION

I, the undersigned (full name) certify that the information furnished on this declaration form true and correct. Accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....
Signature

.....
Date

.....
Designation

.....
Name of Bidder

PART N

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse.
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying Bid number

Bid Description.....

In response to the invitation for the bid made by **Greater Tzaneen Municipality**

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

I certify, on behalf of: _____ that:

(Name of Bidder)

- 1. I have read and I understand the contents of this Certificate.

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation.
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices.
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices.
 - (d) The intention or decision to submit or not to submit, a bid.
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PART O: Checklist on Minimum Requirements

To assist you with your tendering process, see a checklist on minimum requirements below:

No.	Minimum requirements	Tick	Comment if not attached
1.	Compulsory briefing session attended		
2.	Complete original bid document		
3.	CIDB certificate – Grade 2CE or higher		
3.	CSD reports; B-BBEE Certificate/ Sworn affidavit		
4.	Valid Tax Clearance Certificate or Tax pin		
5.	CK/Company registration;		
6.	Certified ID copies of the shareholders;		
7.	Proof of Residence: Municipal statement account / letter from headman/Tribal Authority/Lease agreement		
8.	Company registration certificate showing percentage of shareholders / membership interest		
9.	Initial each page of the Conditions of Contact		
10.	All MBD Forms must be completed and signed		
11.	In case of a Joint Venture, Association or Consortium a formal contract agreement		
12.	Key personnel Experience		
13.	Company Experience		
14.	Plant and equipment		
15.	Responded as per the scope of work (compliance to specification/ conditions or term of references)		
16.	Detailed price schedule/ financial Bids		
17.	All/Any alterations initialled		

Company Representative (Name)

Signature