



NOTICE : 157 of 2023
TENDER NO: 8/2/RNM0453

**PANEL OF CONTRACTORS FOR RURAL ROADS
AND STORMWATER REHABILITATION
(RATES ONLY FOR THE PERIOD OF 3 YEARS)
CIDB CLASSIFICATION 4CE OR HIGHER**

Name of Tenderer:

This tender closes at 12h00 on 11 August 2023 at the offices of the Ray Nkonyeni Municipality located at 10 Connor Street, Port Shepstone

NO LATE SUBMISSIONS WILL BE CONSIDERED

BID AMOUNT (Rates Only) R _____

Issued by:

RAY NKONYENI MUNICIPALITY
P O Box 5
Port Shepstone
4240
Tel: 039 688 2157
Fax: 039 682 0327
Email: khulekani.msomi@rnm.gov.za

Prepared By:

RAY NKONYENI MUNICIPALITY
P O Box 5
Port Shepstone
4240
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CONTENTS

TENDER NOTICE AND INVITATION TO TENDER	
F.1 STANDARD CONDITIONS OF TENDER	
F.2 TENDERER'S OBLIGATIONS.....	
F.3 EMPLOYER'S UNDERTAKINGS	
F.4 STANDARD SPECIFICATIONS.....	
PRICING SCHEDULE	
RNM / MBD 1 TENDERER INFORMATION.....	
F.7 EVALUATION OF TENDER OFFERS	
C1.2.2: CONTRACT DATA (Applicable to this contract).....	
RNM / MBD 2 TAX CLEARANCE REQUIREMENTS	
RNM/ MBD 3.1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)	
RNM/ MBD 3.2 PRICE ADJUSTMENTS	
RNM / HBD 4 DECLARATION OF INTEREST	
RNM / BD 5.1 CONTRACT FORM – PAST EXPERIENCE	
RNM / BD 5.2 CONTRACT FORM – PAST EXPERIENCE WITH RAY NKONYENI.....	
RNM/MBD 6.1 PREFERENCE POINT CLAIM FORM PPR 2017.....	
RNM/MBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT	
NM/MBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
RNM/MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION	
LOCALITY PLAN	



TENDER NOTICE AND INVITATION TO TENDER

PANEL OF CONTRACTORS FOR RURAL ROADS AND STORMWATER REHABILITATION (RATES ONLY FOR THE PERIOD OF 3 YEARS)

MUNICIPAL NOTICE NO: 157 of 2023
TENDER NO: 8/2/RNM0453

Bids are hereby invited to tender for the development of the **PANEL OF CONTRACTORS FOR RURAL ROADS AND STORMWATER REHABILITATION (RATES ONLY FOR THE PERIOD OF 3 YEARS)** within Ray Nkonyeni Municipality area as specified in the under-mentioned bid document. Tenderers who are registered with the Construction Industry Development Board (CIDB) with a classification grading of **4CE or higher**, are eligible to submit a tender and will be considered for award.

Bid documents can be downloadable for free from the e-tenders portal <https://etenders.treasury.gov.za> or documents can also be obtained from Ray Nkonyeni Municipality website www.rnm.gov.za, **from the 28th of July 2023**

Fully completed Bid documents, with two (2) copies of the original document in a sealed envelope, must be clearly marked with the relevant Bid Number as follows: - **Tender No: 8/2/RNM0453 – PANEL OF CONTRACTORS FOR RURAL ROADS AND STORMWATER REHABILITATION (RATES ONLY FOR THE PERIOD OF 3 YEARS)**. Completed Bids (original and 2 copies) must be deposited in the bid box, situated in the foyer of the Municipal Offices at 10 Connor Street, Port Shepstone, no later than **11 August 2023 at 12h00 midday**.

There will be no compulsory clarification meeting since the bid is rates only contract which will be negotiated upon award stage but bidders who wish to get clarity about the tender document must send an email to Vusumuzi Duma at vusumuzi.duma@rnm.gov.za or phone 073 123 3205, no later than 07 August 2023 before tender closure.

The 80/20 preference point system shall be applicable during the evaluation and adjudication of this Bid proposal.

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

SPECIFIC GOALS	POINTS	Verification Document	
Local companies	10	Enterprise Located within the Ray Nkonyeni Local Municipality = 10 Enterprise Located within the Ugu District Municipality = 5 Enterprise Located within the KZN Province = 1 Enterprise Located outside of KZN Province = 0	Company registration address
An EME or QSE which is at least 100% owned by black people	10	an EME or QSE which is at least 100% owned by black people = 10 an EME or QSE which is at least 51% owned by black people = 6 an EME or QSE which is at 25% - 50% owned by black people = 2	CIPC: Shareholders certificate and Sworn Affidavit confirming EME or QSE status.
Total points	20		

Functionality

The Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation for the following table.

Quality Criterion		Possible Full Points
Key Personnel	1. Project Manager	30
	2. Site Agent	10
Traceable Project Experience		10
Plant	1. TLB (Owning)	10
	2. Tipper Truck (Owning)	10
Total Possible Points		70

Bidders must score a minimum of 70% to pass functionality evaluation.

All technical queries are to be directed to Mr Vusumuzi Duma of Ray Nkonyeni Municipality by no later than 7 August 2023 before tender closure on **TEL NO.:** 073 123 3205 or **email:** vusumuzi.duma@rnm.gov.za.

NOTE TO BIDDERS ON PRE-CONDITIONS OF THE BID:

- The Supply Chain Management Policy of Ray Nkonyeni Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to bid;
- Only service providers registered in the Central Supplier Database (CSD) will be considered, attach proof of registration failure to attach will result in your bid not evaluated further.
- The bidder who will be awarded the contract may be expected sub-contract a portion of works to the local Small, Medium and Micro-sized Enterprises (SMMEs) in accordance with approved Ray Nkonyeni SCM Policy.
- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote;
- Unsuccessful bidders will be informed of the Bid outcome through the Municipal website. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email, mm@rnm.gov.za or fax number 0865297195. Complaints or objections received after fourteen (14) days of the date of the notice **will not** be entertained; and
- The original bid document plus TWO **extra** (02) copy must be submitted, failure to submit two copies will result in disqualification.
- Bids submitted are to be valid for a period of **120 days**.

K J ZULU
MUNICIPAL MANAGER

Ray Nkonyeni Municipality
10 Connor Street
P O Box 5
PORT SHEPSTONE
4240

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

NB!!!! Please attach copies of the following documents.

- **Company registration documents.**
- **Certified copy of ID documents of directors/owners/members/
shareholders.**
- **Copy of a valid TAX Compliance Certificate
Or Tax Compliance Status PIN Sheet.**
- **Declarations (MBD 4, 6.1, 8 & 9).**
- **Joint Venture agreements (where applicable)**



THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

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

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE

RAY NKONYENI MUNICIPALITY STANDARD FORM FOR BIDS

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	8/2/RNM0453	CLOSING DATE:	11 August 2023	CLOSING TIME:	12:00
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
10 Connor Street					
Port Shepstone					
4240					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Treasury		CONTACT PERSON	Vusumuzi Duma	
CONTACT PERSON	Bongani Mfenqa		TELEPHONE NUMBER	073 123 3205	
TELEPHONE NUMBER	039 312 8304		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Vusumuzi.duma@rnm.gov.za	
E-MAIL ADDRESS	Bongani.mfenqa@rnm.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

- 1. BID SUBMISSION:**
- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
 - 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
 - 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
 - 1.4. THE BID OFFER MUST BE SIGNED BY A PERSON AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER;
 - 1.5. A BIDDER WHO SUBMITTED A BID AS A JOINT VENTURE HAS INCLUDED AN ACCEPTABLE JOINT VENTURE AGREEMENT WITH HIS/HER BID;
 - 1.6. ONLY A CONSOLIDATED B-BBEE CERTIFICATE, ISSUED BY A SANAS APPROVED VERIFICATION AGENCY, WILL BE ACCEPTABLE FOR THE CLAIMING OF PREFERENCE POINTS WHERE BIDDERS SUBMITTED THEIR BID AS A JOINT VENTURE / CONSORTIUM;
 - 1.7. A BIDDER WHO IS A JOINT VENTURE HAS INCLUDED MBD 4, 8 & 9 FOR EACH ENTITY IN THE JOINT VENTURE / CONSORTIUM WITH HIS/HER BID
 - 1.8. THE BIDDER OR A COMPETENT AUTHORISED REPRESENTATIVE OF THE CONTRACTOR WHO SUBMITTED THE BID HAS ATTENDED THE COMPULSORY CLARIFICATION MEETING OR SITE INSPECTION;

- 2. TAX COMPLIANCE REQUIREMENTS**
- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
 - 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.
 - 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
 - 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
 - 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
 - 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
 - 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

- 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
 - 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
 - 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
 - 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
 - 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

DATE:

EVALUATION OF TENDER OFFERS

The procedure for evaluation of responsive Tender Offers will be **Method 4: (Financial Offer, Preferences and Quality (functionality))** with the 80/20 Preference Point System. Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data. The total score awarded will be the addition of the two scores for price and preference.

Method 4: Financial Offer, Quality and Preferences

(a) Quality

The quality will comprise scores for the following based on criteria indicated in the respective tender returnable:

- I. A maximum of **30 points** will be awarded for relevant qualifications and demonstrated experience of the Project Manager.
- II. A maximum of **10 points** will be awarded for qualifications and demonstrated experience of the proposed Site Agent.
- III. A maximum of **10 points** will be awarded for demonstrated experience with respect to undertaking construction of Roads and Stormwater projects.
- IV. A maximum of **20 points** will be awarded for Ownership of construction plant and equipment i.e Tipper Truck and TLB.

Score quality, rejecting all tender offers that fail to score the minimum number of **70% (49 Points)** of points for quality stated in the tender data.

BREAKDOWN THE EVALUATION CRITERION IN A TABULAR FORMAT

Key aspect of criterion	Evaluation criterion	Points	Verification method
Qualification of a Project Manager	B-TECH or Higher qualification equivalent in Civil Engineering with 5 years or more traceable experience in Roads and Stormwater projects	30	Attached CV with Certified Copy of Qualification and traceable reference. Qualifications obtained from outside South Africa to be accompanied by SAQA certification,
	Minimum National Diploma in Civil Engineering with 4 years' traceable experience in Roads and Stormwater projects	20	Attached CV with Certified Copy of Qualification and traceable reference. Qualifications obtained from outside South Africa to be accompanied by SAQA certification,

	Minimum National Diploma with 3 years and less traceable experience in Roads and Stormwater projects	10	Attached CV with Certified Copy of Qualification and traceable reference. Qualifications obtained from outside South Africa to be accompanied by SAQA certification,
Experience of Site Agent	5 years or more traceable experience in Roads and Stormwater projects	10	Curriculum Vitae to be attached
	4 years' traceable experience in Roads and Stormwater projects	8	Curriculum Vitae to be attached
	3 years' traceable experience in Roads and Stormwater projects	6	Curriculum Vitae to be attached
	2 years' traceable experience in Roads and Stormwater projects	4	Curriculum Vitae to be attached
	1 year traceable experience in Roads and Stormwater projects	2	Curriculum Vitae to be attached
Traceable project experience	Five or more completed Roads and Stormwater projects	10	Five or more appointment letters and completion certificate of the same project to be attached.
	Four completed Roads and Stormwater projects	8	Four appointment letters and completion certificate of the same project to be attached.
	Three completed Roads and Stormwater projects	6	Three appointment letters and completion certificate of the same project to be attached.
	Two completed Roads and Stormwater projects	4	Two appointment letters and completion certificate of the same project to be attached.
	One completed Roads and Stormwater projects	2	One appointment letter and completion certificate of the same project to be attached.
Ownership of construction plant and equipment i.e Tipper Truck and TLB	TLB	10	1.Attached Finance Asset Register/Proof of purchase (TLB, Tipper Truck) 2.Natis Documents for TLB and Tipper Trucks. NB: Hired plant will not be awarded
	Tipper Truck	10	
	No Response	0	

b) Preferences

Up to **20** points (for financial values up to R 50, 000, 000.00), will be awarded to bidders who complete the preference schedule and who are found to be eligible for the preference claimed.

The applicable preference point system for this tender is the **80/20** preference point system. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.1 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: Price; and Specific Goals.

1.2 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

SPECIFIC GOALS	POINTS	Verification Document
Local companies	10	Enterprise Located within the Ray Nkonyeni Local Municipality = 10 Enterprise Located within the Ugu District Municipality = 5 Enterprise Located within the KZN Province = 1 Enterprise Located outside of KZN Province = 0
An EME or QSE which is at least 100% owned by black people	10	an EME or QSE which is at least 100% owned by black people = 10 an EME or QSE which is at least 51% owned by black people = 6 an EME or QSE which is at 25% - 50% owned by black people = 2
Total points	20	

1.3 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed

1.4 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
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. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

General Conditions of Contract

- 1. Definitions**
- 1.1 The following terms shall be interpreted as indicated:
- 1.2 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.3 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.5 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 "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.
- 1.8. "Database application form" means the application form required by the Ray Nkonyeni Municipality to be filled in by the successful Bidder, following the award of the contract, for inclusion on the RNM database before payment is made.
- 1.9 "Day" means calendar day.
- 1.10 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.11 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.12 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.13 "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

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- origin and which have the potential to harm the local industries in the RSA.
- 1.14 "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.
- 1.15 "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.
- 1.16 "GCC" means the General Conditions of Contract.
- 1.17 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.18 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.19 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.20 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.21 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 "Project site," where applicable, means the place indicated in bidding documents.
- 1.23 "Purchaser" means the organization purchasing the goods.
- 1.24 "Republic" means the Republic of South Africa.
- 1.25 "SCC" means the Special Conditions of Contract.
- 1.26 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services,

such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.27 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 “Tort” means in breach of contract.
- 1.29 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.30 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specifications, 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 of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
- 8. Inspections, tests and**
- 8.1 All pre-bidding testing will be for the account of the bidder.
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- analyses**
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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

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- requirements, if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents** 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
- 13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts** 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts:

- (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

- 16.5. Payment will only be made if the supplier has filled in and submitted the necessary database application form to the satisfaction of the Chief Financial Officer.

Further be advised that the applicable labour rate for local labour are as follows

	Rate/Hour	Rate/ Day
UNSKILLED WORKER	24.50	196.00
SKILLED WORKER	32.81	262.48
CLO	33.80	270.04

- 17. Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders** 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 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 sub-contracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without

the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as

it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (a) the name and address of the supplier and / or person restricted by the purchaser;
 - (b) the date of commencement of the restriction;
 - (c) the period of restriction; and
 - (d) 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 Bid 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

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- Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-dumping and countervailing duties and rights** 24.1 When, after the date of bid, provisional payments are required , or anti-dumping or countervailing duties are imposed, or the amount of amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force majeure** 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 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.
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- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of liability** 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the Supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
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- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. **Transfer of contracts** 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
- 34. **Amendment of contracts** 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. **Prohibition of restrictive practices** 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended, an agreement between, or concerted practice by , firms or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
 - 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
 - 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

No contract will be awarded to a person who has failed to submit a copy of Tax Compliance Certificate with a PIN from the South African Revenue Service (“SARS”) certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS.

I certify that I have the appropriate authority to furnish the above-mentioned information and that the above information is correct at the time of completion.

Name:	Signature:
Designation:	Date:

PRICING SCHEDULE

I / We hereby quote / tender the amount of _____

(in words) _____ Rand

R _____ (Summary of tender rates)

8/2/RNM0453: PANEL OF CONTRACTORS FOR RURAL ROADS AND STORMWATER REHABILITATION (RATES ONLY FOR THE PERIOD OF 3 YEARS)

- . This quote/tender is valid for the period of **120 days**.
- . These prices quoted are firm and escalation will be stated separately.

HAS A CERTIFIED COPY OF A TAX CERTIFICATE WITH A PIN NUMBER BEEN ATTACHED? YES/NO

I/We certify that the abovementioned information is correct and that we have due knowledge of the requirements of this Bid and have examined the document, Form of Bid, Specifications and requirements. We further agree that this Bid and the acceptance thereof by Council shall constitute a legal binding contract

Dated at _____ on this _____ day of _____

Authorised Signature (Tenderer)

Print Name (Tenderer)

As Witnesses:

- 1) _____
- 2) _____

For the Ray Nkonyeni Municipality:

K J Zulu
Municipal Manager

As Witnesses:

- 1) _____
- 2) _____

** The Council reserves the right not to accept the lowest or any tender and also reserves the right to accept part of a tender.*

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
5.	TIME AND RELATED MATTERS
Clause 5.3.1:	<p>The Contractor shall commence executing the Works within 28 days of the Commencement Date.</p> <p>The documents required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2010 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications in the project specifications) • Cash Flow in correlation with programme • Environmental Management Plan • Proof of current vendor license with RAY NKONYENI Municipality
Clause 5.3.2:	The abovementioned documentation required before commencement with Works execution is to be submitted within <u>14 days</u> of the Commencement Date.
Clause 5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are the construction industry year end break and the following statutory public holidays as declared by National Government:</p> <p>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.</p> <p>The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.</p>
Clause 5.13.1:	The penalty for failing to complete the Works is 0,05% of the total Tender Sum per day, up to a maximum limit of twenty-five thousand rand per day (R25000,00 per day).
Clause 5.16.3:	The latent defects period is 10 years.

RNM/ MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

PRICING INSTRUCTIONS

- 1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Employer's Agenting Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Employer's Agenting Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 The tenderer must complete the schedule of quantities in full. Items against which no price is entered are to be considered as incomplete and invalidate the tender. Items against which **N/A, left blank** or – (dash) is entered are to be considered as incomplete and will also invalidate the tender. Items against which **Nil or zero (0)** is entered are to be considered to be fully priced and the tenderer will provide the items in questions as specified at zero (0) or **Nil** price

Rates are to be inserted in **BLACK ink**. Any amendments must be neatly crossed and initialled. The use of correction ink is **NOT** permitted.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the

The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

A Tenderer is **NOT PERMITTED** to group a number of items together and tender one sum for such group of items. **IF THIS IS DONE IT WILL RENDER THE TENDER INVALID.**

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 8 For the purposes of this Bill of Quantities, 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 Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 9 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR **240** DAYS FROM THE CLOSING DATE OF BID.

SUPPLIER'S SIGNATURE

DAT

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis (all delivery costs must be included in the bid price)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

All applicable taxes “ includes value added tax, pay as you earn(PAYE), income tax , unemployment insurance fund (UIF) and skills development levies.

Item	Pay Ref	Description	Unit	Quantity	Rate Only
1.0.0	SABS 1200 A	SECTION NO. 1: Contractor to allow for the following items			
1.1.1	8.3.1	Contractual Requirements	L/Sum	1	
1.2.1		Facilities for ENGINEER (i) Name Boards (1No.)		1	
1.2.2	8.3.3	Facilities for CONTRACTOR (i) Office and Storage Sheds (ii) Workshops (iii) Laboratories (iv) Living Accommodation (v) Ablution & Latrine Facilities (vi) Tools & Equipment (vii) Water supply, electricity, and communications (viii) Dealing with Water on Site (ix) Access to Site (x) Plant	L/Sum	1	
1.3.1	8.3.5	Remove Contractors Site - Establishment on completion	L/Sum	1	
1.4.2	8.4.2	Supervision for duration of construction including all survey setting out costs	Month	1	
1.4.3	8.4.3	Company & Head Office Overhead Costs	Month	1	
1.4.5	8.4.5	One student with S3 Qualification to be selected.	Month	1	
1.5.1		Preparation of risk assessment, safe work procedures, the project H & S file, the H & S plan, the provision of PPE and protection clothing and any other H & S matters that the contractor deems necessary.	L/sum	1	
1.5.2		Full compliance with all H & S matters during the construction of the works under the contract.	Monthly	1	
1.6.1		Contractor to allow sum for the relocation or reinstatement of existing services where directed in writing by the Engineer b) Allow amount for a Liaison Officer per month.	Monthly	1	
1.7.1	8.8.1	Allow for temporary accommodation of traffic during construction period including temporary roads, signage, lighting etc.	Monthly	1	
1.7.2	8.5	Allow sum for acceptance testing ordered by the	L/Sum	1	

1.7.3		Engineer.			
1.9.1		Mod AASHTO Test	L/Sum	1	
1.9.2		Nuclear Density Test	L/Sum	1	
1.9.3	8.6	Provisional Sum for mentorship	Monthly	1	
1.9.4	8.7	Provisional Sum for supervision of sub-contractors	Monthly	1	

Item	Pay Ref	Description	Unit	Quantities	Rates Only
2.0.0		SECTION 2: ROAD WORKS			
2.1.0	SABS 1200C	<u>SITE CLEARANCE</u>			
2.1.1	8.2.1	Strip side verges of all grass, bush and remove boulders up to 0.15m ³ , 0.5 m wide on each side of road.	m ²	1	
2.1.2	8.2.2	Remove and grub large trees and stumps of girth. (i) Over 1m and up to and including 2m. (ii) Over 2m and up to and including 3m	No No	1 1	
2.2.0	SABS 1200D	<u>BULK EARTHWORKS</u>			
2.2.1	8.3.2	Cut to spoil from side embankments and roadway. Rate shall include excavation breaking down, loading, carting, benching and placing of material .	m ³	1	
2.2.2	8.3.2	Extra over item 2.2.1 for: (Provisional) (i) Intermediate material (ii) Hard Rock material	m ³ m ³	1 1	
2.3.0	SABS 1200DM	EARTHWORKS (ROADS, SUBGRADE)			
2.3.1	8.3.3	<u>TREATMENT OF ROADBED</u> (ii) Rip and remove insitu subgrade to depth of 150mm. Shape and compact to 93% Mod AASHTO. Rate shall include ripping, watering mixing, windrowing, shaping and compaction to specified density.	m ³	1	
2.3.2	8.3.4	Borrow to fill and compacted to 93% Mod AASHTO Density	m ³	1	
2.4.0	SABS 1200ME	<u>GRAVEL WEARING COURSE</u>			
2.4.1	8.3.2	Construct wearing course 150mm thick using G5 quality gravel from borrow pit, compacted to 95% Mod AASHTO. Rate to include sourcing of material, excavating, loading, carting, windrowing, spreading, shaping, compaction and royalties to the specified density.	m ³	1	

2.4.2	8.3.3	Construct wearing course 150mm thick using G5 quality gravel from commercial source, compacted to 95% Mod AASHTO. Rate to include sourcing of material, excavating, loading, carting, windrowing, spreading, shaping and compaction to the specified density.	m ³	1
2.4.3	8.3.9	Overhaul outside free haul. Maximum haul distance in km.	m ³ .km	1
2.4.4		Surface Preparation to underside of Concrete pavement.	m ²	1
2.4.5		Construct 25 Mpa concrete pavement layer (125mm thick x 5m wide) complete with shuttering, mesh Ref. 395, and straight edge finish and curing. See construction methodology, Annexure A	m ³	1
2.4.6		Welded steel fabric (mesh ref 395)	m ²	1
2.4.7		Overhaul of concrete delivery from reputable mixing plant to outside free haul of 30 km	m ³ .km	1
2.5.0	SABS 1200DM	<u>DRAINAGE</u>		
2.5.1	8.3.15	Form mitre drains as per DOT standard drawings. Rate shall include blading outwards, daylighting, hand trimming and disposal of excess material.	m	1
2.5.2	8.3.15	Catchwater mounds. Rate shall include importation of material, shaping, compaction, hand trimming and disposal of excess material.	m ³	1
2.5.3	8.3.15	Form concrete v drains as per DOT standard drawing, complete with shuttering, mesh Ref. 395, and straight edge finish and curing. Rate shall include blading along, daylighting, hand trimming and disposal of excess material.	m	1
2.5.4	8.3.15	Form stone pitching dish crossing as per detailed instruction from Municipality Rep. Rate shall include, excavation, trimming, concrete, hand stone placing, compaction, finishing and trimming to tie with adjoining surfaces.	m	1
2.5.5	8.3.15	Form concrete ditch drains. Rate shall include blading along, daylighting, hand trimming and disposal of excess material.	m	1
2.6.0	SABS 1200DK	<u>GABIONS AND PITCHING</u> (Sub-contracting item)		

2.6.1		Excavation in all classes of material including all trimming, timbering, dewatering, selection of material, backfilling, compaction, and disposal of excess or unsuitable material	m ³	1
2.6.2		<u>Extra over item 2.6.1 for excavation in:</u>		
		(i) Intermediate material	m ³	1
		(ii) Hard rock	m ³	1
2.6.3	8.2.1	- Surface Preparation to underside of gabion wall.	m ²	1
2.6.4	8.2.1	Supply and lay U14 type bidim or similar approved.	m ²	1
2.6.5	8.2.2	<u>Gabions and Reno-Mattress</u> Supply all materials and labour and lay PVC coated galvanised wire cages. Rate to include for supply of stones, binders, connectors filling of cages.		
		(a) Gabions 1000mm x 1000mm x 2000mm long.	m ³	1
		(b) Reno-mattress 2000mm x 1000mm x 300mm deep.	m ³	1
	8.2.3	Stone pitching, Rate to include supply and handling, preparation, trimming, haunching of stones and grouting.	m ²	1
	8.2.3	Supply and deliver of loffestile units and install the slotted pipes wrapped in biddim layer, sand and stones layer, locking up pavement and removal access sand		
		a) L300	m	1
		b) L500	m	1
		c) L750	m	1
	8.3	<u>FENCING</u>		
	8.3.1	Supply, dig and install treated poles. Haunching of poles with concrete:		
		a) anticlimb fence	m	1
		b) mesh wire fence	m	1
		c) precast wall fence	m	1
		d) galvanised steel gate	m	1

2.7.0	SABS 1200MM	<u>ANCILLARY ROADWORK'S</u> <u>(Sub-contracting items)</u>		
2.7.1	8.2.1	GUARDRAILS ON POST Supply and install complete standard galvanized guardrails with reflectors at steep section. Rate shall include setting out, excavations, treated poles, signage, and 20Mpa concrete for foundations.	m	1
		a) Galvanized with reflector as per detour RNM 14/02/4.10	m	1
2.7.2	8.2.2	b) Extra and over items for horizontally curved guardrails factory bent to radius of less 150m.	m	1
2.7.3	8.2.3	End units		
		a) End wing (Flared approach end)	No.	1
		b) End wing (Flared trailing end)	No.	1
2.7.5	8.3.1	PERMANENT TRAFFIC SIGNS		
2.7.6	8.3.1	Sign faces painted or galvanized (as stated) background. Symbols, characters, legend, and borders in engineering grade retro reflective material with signboards constructed from	No.	1
2.7.7	8.3.1	Sheet steel (1,6 mm thick) of area over 2m ²	m ²	1
2.7.8	8.3.3	Sign Supports: Treated gum poles 100mm dia.	m	1
		Excavation for sign supports and backfilling with in-situ material.	m ³	1
		25MPa concrete for sign posts.	m ³	1
2.7.9	SABS 1200MJ	<u>SEGMENTED PAVING</u>		
	8.4	Supply units, sand, placing the bedding layer , laying the units,compacting, filling gaps, locking up pavement and removal access sand		
		a) clay bricks	m ²	1
		b) concrete bricks	m ²	1
		c) asphalt	m ²	1
	8.4.1	Provision of edge restraints	m	1

	8.4.2	Rolling to lock up condition	m ²	1	
		Total Section No. 2			

Item	Pay Ref	Description	Unit	Quantities	Rates Only
3.0.0		SECTION 3 : STORMWATER			
3.1.0	SABS 1200DB	EXCAVATION PIPE TRENCHES			
3.1.1	8.3.2	Excavation in all classes of material for trenches including, trimming timbering, dewatering, backfill, compaction and disposal of surplus and unsuitable material for Ø450mm pipes up to Ø900mm for depth not exceeding 1.8mm deep	m ³	1	
3.2.1	8.3.2	Extra Over item 3.1.1 for excavation in: (i) Intermediate material (ii) Hard rock	m ³ m ³	1 1	
3.3.0	SABS 1200LE	<u>PIPE CULVERTS</u>			
		Supply and lay rectangular portal culverts, class 75 S to SANS 986 on insitu reinforced concrete invert slab, in low level bridge structures to details (invert slab measured elsewhere) (i) 0.9m X 2.4m (ii) 1.5m X 2.4m (iii) 1.8m X 2.4m	No No No	1 1 1	
3.3.1	8.2.1	Supply and lay, joint and bed on Class C bedding, Ogee jointed concrete pipes with rubber collars on normal grades. Rate shall include bedding, backfilling, compaction and testing of both pipe slopes and density testing for backfill.			
		(i) 450mm Dia class 100 D (ii) 600mm Dia class 100 D (iii) 900mm Dia class 100 D	M M M	1 1 1	
3.3.2	8.2.1	Supply and lay, joint and bed on Class C bedding, Spigot and socket concrete pipes with rubber collars. Rate shall include bedding, backfilling, compaction and testing of both pipe slopes and density testing for backfill.			
		(i) 450 Dia Pipes (i) 600mm Dia class 100 D (iii) 900mm Dia class 100 D	M M M	2.5 2.5 2.5	
3.3.3					
3.3.4	8.2.9	Construct standard size stormwater manhole, including excavation and disposal of surplus material. (i) 450 Dia Pipes	No	1	

		(i) 600mm Dia class 100 D	No	1	
		(iii) 900mm Dia class 100 D	No	1	
3.3.5	8.2.9	Construct standard brick stormwater headwall for pipes to detail. Rate shall include excavation, riming, concrete, brickwork, dissipation units, stone pitching around structure, daylighting and disposal of excess material.			
3.3.6		(i) 450 Dia Pipes	No	1	
3.3.7		(i) 600mm Dia class 100 D	No	1	
3.3.8		(iii) 900mm Dia class 100 D	No	1	
		Total Section No. 3			

Item	Pay Ref	Description	Unit	Quantities	Rates Only
4.0.0	SABS 1200 DB	SECTION 4: CONSTRUCTION OF MINOR RIVER CROSSING			
4.1.0		<u>Excavation for the River Crossing</u>			
4.1.1	8.3.2	Excavation for the Preparation of the Construction of the River Crossing. Rate to include the Backfilling and compaction after the Construction of the Causeway.	m ³	1	
4.2.0		<u>Provisional</u>			
4.2.1	8.3.2	Extra Over item 4.1.1 for excavation in: (i) Intermediate material (ii) Hard rock	m ³ m ³	1 1	
4.3.0	SABS 1200 GA	<u>Formwork</u>			
4.3.1	8.2.1	a) Rough: To River Crossing slab and where required.	m ²	1	
4.3.2	8.2.2	b) Smooth: To River Crossing and bollards where required.	m ²	1	
4.4.0	8.3	<u>Reinforcement</u>			
4.4.1	8.3.1	a) Drill Y20 bars 200mm into existing slab, boulders & concrete slab. Epoxy using 5 star grout (Bar Total Length = 1000mm : Shape Code 37)	No.	1	
4.4.2	8.3.1	b) High Tensile Reinforcement	Ton	1	
4.4.3	8.3.2	c) Mesh Ref 395	m ²	1	
4.5.0	8.4	<u>Concrete</u>			
4.5.1	8.4.3	Cast 25 MPa concrete between pipe culverts.	m ³	1	
4.5.2	8.4.3	Cast 25 MPa, 150mm thick Reinforced Concrete Slab on top of the pipe culvert.	m ³	1	

4.5.3	8.4.3	Construction for the River Crossing Bollards using 25 MPa concrete.	m ³	1	
4.5.4	8.4.3	Cast 25 MPa, 100mm Reinforced concrete slab for the pipes.	m ³	1	
4.5.5	8.4.3	Supply and Install Fig. 6 precast concrete kerbs to be laid upright or flat. Rate shall include preparation, haunching and aligning parallel to the road pavement	m	1	
4.6.0	SABS 1200LE	PIPES			
4.6.1	8.2.1	Lay, joint and bed on Class C bedding, Ogee jointe concrete pipes with rubber collars, (ii) 600mm Dia class 100D	m	1	
Total Section No. 4					

SECTION	DESCRIPTION	AMOUNTS (Rates)
1	Preliminary & General	
2	Road Works	
3	Storm Water Drainage	
4	Minor River Crossing	
SUB-TOTAL		
VAT 15%		
TOTAL		

DECLARATION OF INTEREST

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

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, _____ THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

CONTRACT FORM – PAST EXPERIENCE

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO

DATE

SIGNATURE OF BIDDER

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

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

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

1 GENERAL CONDITIONS

1.5 The following preference point systems are applicable to invitations to tender:

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

1.6 To be completed by the organ of state

The applicable preference point system for this tender is the **80/20** preference point system. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.7 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: Price and Specific Goals.

1.8 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

SPECIFIC GOALS	POINTS	Verification Document
Local companies	10	Enterprise Located within the Ray Nkonyeni Local Municipality = 10 Enterprise Located within the Ugu District Municipality = 5 Enterprise Located within the KZN Province = 1

		Enterprise Located outside of KZN Province = 0	
An EME or QSE which is at least 100% owned by black people	10	<p>an EME or QSE which is at least 100% owned by black people = 10</p> <p>an EME or QSE which is at least 51% owned by black people = 6</p> <p>an EME or QSE which is at 25% - 50% owned by black people = 2</p>	CIPC: Shareholders certificate and Sworn Affidavit confirming EME or QSE status.
Total points	20		

- 1.9 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.10 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

“**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (a) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (d) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

2.1 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3. POINTS AWARDED FOR SPECIFIC GOALS

3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

3.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

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

(Note to organs of state: Where 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

3.3. Name of company/firm.....

3.4. Company registration number:

3.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

3.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

RNM/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. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Bid 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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Bid 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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

RNM/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:

¹Includes 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.

**RNM/MBD 9
CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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.
 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

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.

LOCALITY PLAN

