



**BID DOCUMENT FOR:
PANEL OF TEN (10) SERVICE PROVIDERS FOR CONSTRUCTION OF
SURFACED ROADS FOR A PERIOD OF (03) YEARS.
BID NUMBER: SCM: 019/2023/24**

BIDDER:

BID PRICE:

CLOSING DATE: 14 DECEMBER 2023

CLOSING TIME: 12H00

CSD SUPPLIER NUMBER:

PREPARED BY:

SUPPLY CHAIN MANAGEMENT OFFICE
KSD MUNICIPALITY
MUNITATA BUILDING
CORNER SUTHERLAND & OWEN STREET
MTHATHA
5099

Tel: [047] 501 4394

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TABLE OF CONTENTS

Invitation to bid (MBD 1)	3
A. Bid Advert	6
B. Supply Chain Management Policy Prerequisites	8
C. General Conditions of Bid	9
MBD 6.1 Preference points claim form in terms of the preferential Procurement regulations 2017	12
General Conditions of Contract	19
D. Specifications and Evaluation Criteria	28
E. List of Annexure:	
MBD 2 Tax clearance requirements	32
MBD 3.1 Pricing Schedule (Professional Services)	33
MBD 4 Declaration of Interest (In the Service of the State)	35
MBD 5 Declaration for procurement above R10 million (all applicable taxes included).....	37
MBD 7.1 Contract Form	49
MBD 8 Declaration of Bidder's Past Supply Chain Management Practices.....	41
MBD 9 Certificate of Independent Bid Determination.....	43
ANNEXURE A1: Past Experience	46
A2: Past Experience	47
ANNEXURE B: Company Details	48
ANNEXURE C: Joint Venture Disclosure Form	49
ANNEXURE D: Company Composition	58
ANNEXURE E: Declaration of Interests (Kinship, Relationship With Persons Employed By KING SABATA DALINDYEBO MUNICIPALITY)	59
ANNEXURE F: Declaration (Validity of Information Provided)	60
ANNEXURE G: Bid Check List.....	61
F. Anti-fraud and corruption hotline development report 2022/23 financial year.....	62

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	SCM NO: 019/2023/24	CLOSING DATE:	14 DECEMBER 2023	CLOSING TIME:	12h00
DESCRIPTION	PANEL OF TEN (10) SERVICE PROVIDERS FOR CONSTRUCTION OF SURFACED ROADS FOR A PERIOD OF (03) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) OR SIGN SLA					

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

KSD LOCAL MUNICIPALITY					
MUNITATA BUILDING					
CORNER SUTHERLAND & OWEN STREET					
MTHATHA					
5099					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		DEPARTMENT	PMU	

CONTACT PERSON	Mr. N. Zibi	CONTACT PERSON	Ms S. Nondlazi
TELEPHONE NUMBER	047495 1127	TELEPHONE NUMBER	047 495 1269
E-MAIL ADDRESS	zibin@ksd.gov.za	E-MAIL ADDRESS	nondlazi@ksd.gov.za

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

DATE:.....



BID NOTICE

King Sabata Dalindyebo LM hereby calls upon accredited service providers to bid for the following tender adverts:

No.	Project Name	CIDB Grading	Compulsory Briefing session/ Site Inspection	Bid Number	Closing Date	Enquiries
1	Panel of three (03) service providers for supply and delivery of cleaning material for a period of two (02) years.	N/A	N/A	SCM: 016/2023/24	Date: 12/12/2023 Time: 12H00	Technical Enquiries may be directed to: Ms A. Vikilahle (Assets). Tel: 047 495 0895
2	Panel of three (03) service providers for supply and delivery of building material for a period of two (02) years	N/A	N/A	SCM: 018/2023/24	Date: 12/12/2023 Time: 12H00	Technical Enquiries may be directed to: Ms A. Vikilahle (Assets). Tel: 047 495 0895
3	Appointment of service provider for auctioneering services for a period of two (02) years.	N/A	N/A	SCM: 017/2023/24	Date: 13/12/2023 Time: 12H00	Technical Enquiries may be directed to: Ms A. Vikilahle (Assets). Tel: 047 495 0895
4	Panel of eight (08) electrical engineering consultants to provide professional engineering services for KSD municipality for a period of three (03) years. (03 additional) (Re-advert)	N/A	N/A	SCM: 045/2020/21	Date: 13/12/2023 Time: 12H00	Technical Enquiries may be directed to Ms Nondlanzi (PMU section). Tel: 047 495 1269
5	Panel of ten (10) service providers for construction of surfaced roads for a period of (03) years.	5CE or higher	N/A	SCM: 019/2023/24	Date: 14/12/2023 Time: 12H00	Technical Enquiries may be directed to Ms Nondlanzi (PMU section). Tel: 047 495 1269
6	Panel of 20 institutional and social development consultants for a period of three (03) years. (10 additional) (Re-advert)	N/A	N/A	SCM: 048/2020/21	Date: 14/12/2023 Time: 12H00	Technical Enquiries may be directed to Ms Nondlanzi (PMU section). Tel: 047 495 1269
7	Provision of Fleet Finance for a period of 5 years and Procurement of Fleet with service and maintenance plan. (Re-advert)	N/A	N/A	SCM: 070/2022/23	Date: 19/01/2024 Time: 12H00	Technical Enquiries may be directed to: Ms A. Vikilahle (Assets). Tel: 047 495 0895

BIDDERS MUST TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

Place of Tender box: **1st Floor, Munitata Building, Next to Room 147.** All bids must be put in a sealed envelope and clearly marked with SCM Number and Project Name and be placed in a tender box. Tender documents can be downloaded free of charge from the National Treasury's tender portal

(<http://www.etenders.gov.za/content/advertised-tenders>) and the King Sabata Dalindyebo website

(www.ksd.gov.za) as from the **7th of November 2023**

NO HARD COPIES OF THE TENDER DOCUMENT ARE AVAILABLE FOR SALE, ONLY THE ELECTRONIC VERSION WHICH IS TO BE DOWNLOADED AS PER THE ABOVE WEBSITES IS TO BE USED.

NO COMPULSORY BRIEFING WILL BE CONDUCTED

Bidders must take note of the following bid conditions: -

- Failure to submit comprehensive JV agreement (where applicable), failure to do so will result in a tender deemed non-responsive.

- Individual partners of JV are to comply and submit all relevant documents. Failure to do so will result in a tender deemed non-responsive.
- Failure to complete properly and/ or in full tender forms, MBD 1 to MBD 9 and Annexures A to F will result in a tender deemed non-responsive.
- Failure to submit or complete supplementary information will result in the tender being null, void and non-responsive.
- Bidders must submit latest municipal rates statement (not older than three months) showing that municipal rates are not in arrears for periods in excess of three months, bidder who operate on leased properties are to submit a valid lease agreement and lastly bidders residing on areas not subjected to Municipal rates are to submit a confirmation from the Municipality's Finance Department confirming that such a bidder is not liable for municipal rates.
- The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates & taxes.
- The KSD Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.
- All certified copies submitted with a tender document must not be older than six months, failure to do so will result tender deemed non-responsive.
- All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive
- Use of tipex is prohibited and the bidder will be deemed non-responsive.
- Bid document must be filled in black pen and are not to be typed in.
- The bidder to submit Audited financial statements for the past three financial years for any offer amounting to or exceeding R10 million inclusive of VAT.
- Bidders must sign MBD 5 for any offer amounting or exceeding R10 million.
- Bids submitted will hold good for a period of 90 days.
- Further mandatory bid conditions are as follows:
- Further mandatory bid condition for the bids on the table below is local production and content:

Project name	SCM No.	Threshold %
Building material:	018/2023/24	100%
Bus bodies	070/2022/23	30%
Components and manufacturing processes		
Crew cabin		100%
Super structure		100%
Assembly		100%

- Failure to complete annexure C and MBD 6.2 will lead to disqualification
- Locally Manufactured Product will be considered with a prescribed minimum threshold for local production and content.
- If Raw material or input material is not available in the country bidders must obtain a written authorisation from DTI to import such raw material.
- A Copy of a written Declaration on Local Content and letter must be submitted together with the bid at the closing time and date of bid, failing to do will invalidate your bid.
- Failure to complete annexure C and MBD 6.2 will lead to disqualification.
- Failure to be registered on Central Supplier Database registration will result in a tender being disqualified.
- Bids that are late, incomplete, unsigned, or submitted by fax, mail or electronically including copy of a tender document, will not be accepted.
- All bids must be put in a sealed envelope and clearly marked with SCM Number and Project Name and be placed in a tender box; failure to do so the document will not be considered.
- Preferential Procurement Policy Framework ACT 2022 (PPPFA) Points will be evaluated based on the following criteria
- Stage 1 Compliance
- Stage 2 Functionality (with a minimum threshold of 70 points out of 100 points to be attained by bidder in order to be evaluated further on the next stage)
- Stage 3 Price and Specific goals (whose 80 points will be for price and 20 points for specific goals)

The tender will be evaluated and adjudicated on the basis of the Preferential Procurement Policy Framework Act, and the regulations pertaining thereto (2022 Regulations), as well as the King Sabata Dalindyebo Municipality's Supply Chain Management policy. The 80/20 preference point system will be used as per the KSDLM SCM policy.

SCM related enquiries may be directed to the SCM Unit at 047 495 1127

B. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES

The King Sabata Dalindyebo Municipality has identified a general set of prerequisites for procurement. Bids will not be considered should the prerequisites not be met.

1.1 GENERAL PREREQUISITES

Introduction

This Section covers a general set of prerequisites that have been identified for supply chain management by the King Sabata Dalindyebo Municipality. All Bidders must submit the information requested below. Pro-forma data sheets can be found in the Annexure. Bidders will not be considered should the prerequisites not be met.

Criteria

- a) Proof of company registration and/or any other form of legal standing must be submitted by all bidders and the company composition form must be completed. See **Annexure "D"**.
- b) The Declaration of Interest form must be completed.
- c) The bid document must be completed in all respects in black ink.
- d) Bids must be submitted on original bid documents.
- e) Bid documents must remain intact and no portion may be detached.

Joint Ventures

- f) A joint venture that is awarded a contract with King Sabata Dalindyebo Municipality must be registered as a separate company with the Registrar of Businesses.
- g) The joint venture must be registered with South African Revenue Services.
- h) A separate bank account must be in place for the joint venture.
- i) A joint venture must submit a joint venture B-BBEE Verification Certificate (if accredited)

Clauses (g) and (h) will only be applicable after the awarding of the contract to the successful bidder.

C. GENERAL CONDITIONS OF BID

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Municipality" in these conditions shall mean the King Sabata Dalindyebo Municipality.

2. EXTENT OF BID

PANEL OF TEN (10) SERVICE PROVIDERS FOR CONSTRUCTION OF SURFACED ROADS FOR A PERIOD OF (03) YEARS.

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.***

The Municipality wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Council and Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the Council and the Municipality against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

8.1 PENALTY PROVISION

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Municipality of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

- [a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
 - [i] A less favourable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or
 - [ii] A new Bid price (inclusive of escalation).

9. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

10. PRICE ESCALATION

No claim in respect of any price escalation will be considered by the Municipality unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

11. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Municipality at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

12. DURATION OF THE BID

It is envisaged that the successful Bidder will be appointed within 90 days from the closing date and will be required to begin work on the assignment immediately upon appointment. The duration of this project is three (03) years.

13. **DELIVERY PERIODS**

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Municipality. The contract form, frequency and dates thereof will be stipulated and agreed upon by the parties upon the awarding of the Bid.

14. **CLOSING DATE / SUBMITTING OF BIDS**

Completed bid documents are to be placed in a sealed envelope endorsed “**SCM NO: 019/2023/24, PANEL OF TEN (10) SERVICE PROVIDERS FOR CONSTRUCTION OF SURFACED ROADS FOR A PERIOD OF (03) YEARS.**”

Must be deposited in the Bid Box, at the offices of the King Sabata Dalindyebo Municipality, Munitata Building Corner Sutherland & Owen Street, Mthatha 5099, not later than **12h00 on THURSDAY, 14 DECEMBER 2023**, at which time the bids will be opened in public.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.

16. **BID AND PROJECT ENQUIRIES**

Please refer all SCM enquiries to **Mr. N. Zibi via e-mail on zibin@ksd.gov.za**. All Project enquiries to **Ms S. Nondlazi via e-mail on nondlazis@ksd.gov.za**

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **“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 in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution’s 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 provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

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

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so, required by the purchaser.

5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.

6.2 When a provider developed documentation/projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the municipality or municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider's failure to complete his obligations under the contract.

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

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

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider 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 provider 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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 provider, 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 provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider 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 provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.
16. **Payment**
- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
17. **Prices**
- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. **Increase/decrease of quantities**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised 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. **Contract amendments**
- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
20. **Assignment**
- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
21. **Subcontracts**
- 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
22. **Delays in the provider's performance**

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination for Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Counter-Vailing Duties and Rights

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

26. **Force Majeure**

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. **Termination for Insolvency**

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. **Settlement of Disputes**

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

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

28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. **Limitation of Liability**

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

- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider 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.

30. Governing Language

30.1 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.

31. Applicable Law

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

32. Notices

32.1 Every written acceptance of a bid shall be posted to the provider 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.

32.2 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.

33. Taxes and Duties

33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

33.3 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.

34. Transfer of Contracts

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

35. Amendment of Contracts

35.1 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.

D. SPECIFICATION & EVALUATION CRITERIA

BACKGROUND INFORMATION

Roads to be constructed or rehabilitated are located within the KSD Municipality jurisdiction.

These roads may be in Mthatha area or Mqanduli area which are economic nodes for KSDM.

Roads links community with economic activities. The Municipality plans to provide the residence of KSD Municipality, with a basic level of residential infrastructure.

A need for rehabilitation and construction of new streets in KSD Municipality was identified.

Visual assessment to determine conditions of KSD Streets was conducted and status was found to be in deteriorating state.

OBJECTIVES AND OUTPUTS

Improve rideability of roads within KSD Municipality

Improve travel and service reliability.

Reduced crash numbers, crash severity and savings in crash/accidents costs.

Improved levels of service.

Reduced maintenance dependency.

Improved productivity through transport efficiency.

Savings in vehicle operating costs, infrastructure operating costs including maintenance and Administration.

Reduced environment externalities (noise and pollution).

The above will be addressed directly by improving roads and storm water.

DELIVERABLES

The project includes the appointment of 10 service providers to rehabilitate or construct surfaced roads within KSD municipality jurisdiction.

Labour intensive construction methods (LIC) must be employed where economically feasible to provide employment opportunities to local unemployed people.

Provide skills development and training to locally employed workers.
To maximise the creation of work opportunities to local contractors and labourers during the construction stage of the project through the implementation of principles established and
Implemented under the Expanded Public Works Programme (EPWP) of the National
Department of Public Works.
Implementation of the project in accordance with the Municipal Infrastructure Grant (MIG) and OTP
Guidelines (additional to those already mentioned above), labour intensive construction
Methods will be applied to provide employment opportunities to local unemployed people.

TIME FRAMES

The contract is expected to run for of 3 years as stipulated in a tender advert

SPECIAL CONDITIONS

Please list special conditions

Project must be completed on time and within the budget.
Quality assurance in terms of contract.
Contractual compliance by the contractor.
Type of Contract – GCC 2015 for administration.
Site meetings to monitor progress and work activities.
Public health and safety on project through the activities of OHS Consultant.
Programme and scheduling work for timeous completion.
Close out report – practical completion.

**CRITERIA FOR EVALUATION OF PROPOSALS
PRE-QUALIFICATION REQUIREMENTS**

NO.	CRITERIA	WEIGHTING
1.	Experience	40
2.	Expertise	40
3.	Methodology	20
GRAND TOTAL		100

In order to be considered for a contract in terms of this Bid, Bidders must achieve the minimum score for quality as stated below.

The description of the quality criteria and the maximum possible score for each is shown in the table below. The score achieved for quality will be the sum of the scores achieved for the individual criteria.

CRITERIA	WEIGHTING
Experience	40
Expertise	40
Methodology	20
GRAND TOTAL	100

Stage 1: Point allocated for Functionality

Only bidders who score a minimum of **70 Points** out of **100 points** for functionality will be invited further for pricing and preference scoring.

Scoring criteria	Points allocation	Maximum Points
Experience = 40 Points		
(Attach proof of Appointment & reference letters to be provided in order to claim points. It should be noted that no points will be awarded if any reference/confirmation does not have an appointment letter or appointment letter does not have a reference relating to it) (A full set of appointment letters and reference letters for each project is required to claim points and no partial award of points will be allocated for partial submissions)	10 points Similar Project	40
Scoring criteria	Points allocation	Maximum Points
Expertise = 40 Points		
Experience of the key staff assessed using years of Experience post Academic Qualification. The CV and certified copies of Academic Qualifications of	Contracts Manager (CM) – Min Qualification (B-Tech/Advanced Diploma – Built Environment)	
	If CM has 7 years' experience and has completed similar projects	10
		20

the proposed key staff must			
<p>be submitted under "Returnable Documents".</p> <p>The bidder must ensure that the minimum qualification and experience level of the actual key staff is as per the submitted CV.</p>	If CM has 3 years' experience and has completed similar projects	3	
	Professional Registration (ECSA or Pr PM)	10	
	Site Agent (SA) - Min Qualification (National Diploma – Built Environment)		
	If SA has 7 years' experience and has completed similar projects	10	15
	If SA has 5 years' experience and has completed similar projects	5	
	If SA has 3 years' experience and has completed similar projects	3	
	Professional registration (ECSA)	5	
	OHS Officer (OHS) - Min Qualification (National Diploma/SAMTRAC – OHS)		
	If OHS Officer has 7 years' experience and has completed similar projects	2.5	5
	If OHS Officer has 3 years' experience and has completed similar projects	1.5	
Professional registration	2.5		

Methodology = 20 Points			
<p>The methodology should clearly cover the following.</p> <ul style="list-style-type: none"> • ...Scope management • ...Quality management • ...Risk management • ...Time management • ...Cost management 	Cash Flow projections	5	20
	Works Programme (Gantt-chart) for the project showing critical path	5	
	Detailed Methodology	10	

C2.2: BILL OF QUANTITIES

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
1200		GENERAL REQUIREMENTS AND PROVISIONS			
B12.01		Community Liaison Officer:			
		(a) Community Liaison Officer cost	Prov	1	6500
		(b) Handling costs and charges for Contractor on items B12.01 (a)	%		
B12.02		Project Steering Committee (PSC):			
		(a) Payment of expenses/disbursements to members of the PSC	Prov. Sum	1	3000
		(b) Handling costs and profit in respect of subitem B12.02 (a)	%		
CARRIED FORWARD					

BROUGHT FORWARD

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
B12.08		Trainee Technician			
		(a) Payment to Trainee Technician(s)	Prov. sum	1	6000,00
		(b) Handling costs and profit in respect of B12.09(a)	%		
B12.11		Construction of name board according to specification	No.	1	

CARRIED FORWARD TO SUMMARY:

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
1300		CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS			
B13.01		Contractor's general obligations			
		(a) Fixed obligations	Lump sum	1	
		(b) Value - related obligations	Lump sum	1	
		(c) Time - related obligations	Month	1	
CARRIED FORWARD TO SUMMARY :					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
1400		HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL			
14,01		Office and laboratory accommodation			
		a) Office (Interior floor space only)	m ²	1	
		c) Open concrete working 150mm thick	m ²	1	
		e) Ablutions facilities for Resident Engineer	m ²	1	
14,02		Office and laboratory furnitures			
		a) Chairs			
		i) Visitors	No	1	
		ii) Desk chairs on castors	No	1	
		b) Draughtsman's stools	No	1	
		d) Desks, complete with drawers and locks	No	1	
		e) Drawing table	No	1	
		f) Conference tables	No	1	
		g) White boards (1m x1m)	No	1	
B14.03		Office and laboratory fittings, installation and equipment			
		a) Items measured by number			
		i) 220 / 250-volt power points	No	1	
		ii) 400 / 231 volt 3-phase power points	No	1	
		iii) Double 80-watt fluourescent light fittings complete with ballast under tubes.	No	1	
		v) Single incandescent light fittings complete with taps and drains	No	1	
CARRIED FORWARD:					

BROUGHT FORWARD:

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
		vi) Hand wash basins complete with taps and drains	No	1	
		viii) Extractor fans installed complete with own power connection	No	1	
		x) Fire extinguishers 2,5kg BFC type, complete, mounted on wall brackets	No	1	
		xi) Air conditioning units with 2,2kW minimum capacity, mounted and with own power connection	No	1	
		xv) Steel filling cabinets with drawers	No	1	
		xvi) Refrigerators with 300liter capacity and 24liter freezer	No	1	
		b) Prime-cost items and items measured in a L/sum:			
		ix) Provision of survey equipment as specified (Dumpy Level)	Sum	1	
		Rented, hotel and other accommodation			
		(a) Provisional sum for providing rented housing, hotel or other accommodation as described in 14.03 (c) (ii)	Sum	1	
		Handling costs and profit in respect of subitem 14.07 (a) above	%	1	

CARRIED FORWARD:

BROUGHT FORWARD:

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
B14.08		Services			
		The provision of water, electricity, low pressure gas sewerage, septic tanks, rubbish removal, cleaning services maintenance and repairs			
		(a) Services at offices			
		(i) Fixed costs	Lump sum	1	
		(ii) Running costs	Month	1	
B14.11		Engineer's Staff:			
		(a) Management and supervision of the works by Resident Engineer and Clerk of Works	Month	1	
		(b) Handling costs and profit in respect of B14.13 (a)	%		
		(c) Miscellaneous Expenses	Prov Sum	1	

CARRIED FORWARD:

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
1500		ACCOMODATION OF TRAFFIC			
B15.01		Accommodation of traffic and maintaining temporary deviations	km	1,00	
B15.02		Earthworks for temporary deviations			
		(a) Shaping of temporary deviations	km	1,0	
		(b) Cut and borrow to fill	m ³	1	
		(c) Cut to spoil	m ³	1	
B15.03	LI	Temporary traffic-control facilities			
		(a) Flagmen (including equipment)	man-day	1	
		(b) Portable STOP and GO-RY signs	No	1	
		(d) Amber flicker lights	No	1	
		(e) Road signs, R - TR-series, (1200 mm)	No	1	
		(f) Road signs, TW-series, (1200 mm)	No	1	
		(h) Delineators (TW401.TW402)	No	1	
		(i) Single sided blade (200mm x 800mm)	No	1	
		(ii) Double sided blade (200mm x 800mm)	No	1	
		(i) Moveable barricade/road sign combination TW 411 (2400mm x 4	No	1	
		(j) Traffic cones (750 mm)	No	1	
		(l) Movable barriers (portable New Jersey type concrete barriers or s	m	1	
B15.04	LI	Relocation of traffic-control facilities	Lump. Sum	1	
B15.06		Watering of temporary deviations	kl	1	
B15.07		Blading by road grader of:			
		(b) Existing roads used as temporary deviations	km	1	
B15.10		Accommodation of traffic where the road is constructed in half-widths	km	1	
CARRIED FORWARD TO SUMARRY:					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
1700		CLEARING AND GRUBBING			
B17.01		Clearing and grubbing	ha	1	
B17.02	LI	Removal and grubbing of large trees and tree stumps:			
		(a) Girth exceeding 1m up to and including 2m	No	1	
		(b) Girth exceeding 2m up to and including 3m	No	1	
B17.03	LI	Reclearing of surfaces (on the written instruction of the Engineer Only)	ha	1	
B17.04	LI	Clearing and grubbing at inlets and outlets of hydraulic structures	m ²	1	
B17.05	LI	Cleaning out of hydraulic structures			
		(a) Pressurized water flushing of pipes with an internal diameter up to and including 1200mm	m	1	
B17.07	LI	Removal and conservation of topsoil obtained from the road reserve or borrow areas within a free haul of 1.0km	m ³	1	
CARRIED FORWARD TO SUMMARY :					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
B1900		DAYWORKS (PROVISIONAL)			
B19.01		Personnel during normal working hours			
		(a) Unskilled labour	hr	1	
		(b) Semi-skilled labour	hr	1	
		(c) Skilled labour	hr	1	
		(d) Ganger	hr	1	
		(e) Flagman	hr	1	
		(f) Artisan	hr	1	
B19.02		Plant			
		(a) Flat bed truck (specify size)	hr	1	
		(b) Tipper Trucks - 3 to 5 ton capacity	hr	1	
		(c) Tipper Trucks - more than 5 ton	hr	1	
		(d) Loader (0,5m ³) bucket	hr	1	
		(e) Backhoe TLB (digger loader)	hr	1	
		(f) Excavator (20-30 ton)	hr	1	
		(g) Grader (CAT 140 G or similar)	hr	1	
		(h) Compactor (Bomag 90 or similar)	hr	1	
		(i) Water truck (5000 liter)	hr	1	
		(j) Dozer (D7 or similar))	hr	1	
		(k) Mechanical broom	hr	1	
		(l) Tractor-trailor combination (43KW, 3 ton min)	hr	1	
CARRIED FORWARD:					

BROUGHT FORWARD:

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
		(m) Suitable truck/bus for transporting labourers (30 people min)	hr	1	
		(n) Safety vehicle for pre-marking purposes	hr	1	
		(o) Compressor (air) including hose and tools (specify)	hr	1	
		(p) Dewatering pump including generators and accessories (specify size)	hr	1	
		(q) Mobile electric welding sets and accessories (specify size)	hr	1	
		(r) Cutting torch with mobile electric & oxy acetylene installation	hr	1	
		(s) Mobile concrete mixers (specify size)	hr	1	
		(t) Light delivery vehicle (LDV)	hr	1	
		(u) Centre-mount crane (specify size)	hr	1	
		(v) Low bed truck (specify size)	hr	1	
		(x) Bomag Roller	hr	1	
		(y) Other (specify)	hr	1	

CARRIED FORWARD TO SUMMARY:

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
2100		DRAINS			
B21.01		Excavation of open drains			
		(a) Excavating soft material situated within the following depth ranges below the surface level			
		(i) 0m up to 1,5m	m ³	1	
		(ii) Exceeding 1.5m up to 3,0m	m ³	1	
		(b) Extra over subitem B21.01(a) for excavation in hard material, irrespective of depth	m ³	1	
B21.02		Clearing and shaping existing open drains	m ³	1	
B21.03		Excavation for subsoil drainage system			
		(a) Excavating soft material situated within the following depth ranges below the surface level			
		(i) 0m up to 1,5m	m ³	1	
		(ii) Exceeding 1.5m up to 3,0m	m ³	1	
		(b) Extra over subitem B21.01(a) for excavation in hard material, irrespective of depth	m ³	1	
B21.04		Impermeable backfilling to subsoil drainage system	m ³	1	
B21.06		Natural permeable material in subsoil drainage system			
		(a) Crushed stone obtained from approved source			
		(i) 19mm sigle size aggregate	m ³	1	
B21.08		Pipes in subsoil drainage systems			
		(b) Unplasticised PVC pipes and fittings, normal duty complete with couplings			
		(i) 110 mm internal dia. perforated or slotted	m	1	
		(ii) 110 mm internal dia. unperforated	m	1	
CARRIED FORWARD:					

BROUGHT FORWARD:					
B21.10	Synthetic-fibre filter fabric				
	(a) Grade 1 non-woven needle punched.	m ²	1		
B21.12	Concrete outlet structures, manholes, junction boxes and cleaning eyes for subsoil drainage systems:				
	(a) Outlet structures	No.	1		
	(b) Manhole boxes	No.	1		
	(c) Junction boxes	No.	1		
	(d) Cleaning eyes	No.	1		
B21.013	Concrete caps for sub-soil drain pipes	No.	3		
B21.17	Test flushing of pipe subsoil drains	No.	5		
B21.18	Excavation for the clearing of existing concrete drainage system				
	(a) Manholes, inlet and outlet structures				
	(i) Channels	m ³	50,00		
	(b) Culvert barrels	m ³			
	(c) Concrete side drains	m ³	100		
B21.19	Selected backfill material under concrete-lined side drains compacted to 93% of modified AASHTO density	m ³			
21/B16.02	Overhaul on material hauled in excess of 1.0km				
	m ³ -km				

CARRIED FORWARD TO SUMMARY:

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
B22.00		SECTION 2200: PREFABRICATED CULVERTS			
B22.01		Excavation:			
		(a) Excavating in soft material with the following depth ranges below the surface level			
		(i) 0m up to 1,5m	m ³	1	
		(ii) Exceeding 1,5m and up to 3m	m ³	1	
		(iii) Exceeding 3m and up to 4.5m	m ³	1	
		(b) Extra over subitem B22.01(a) for excavation in hard material, irrespective of depth	m ³	1	
B22.02		Backfilling:			
		(a) Using excavated material	m ³	1	
		(b) Using imported selected material	m ³	1	
B22.03		(b) Concrete pipe culverts (On Class B Bedding)			
		(i) 600 mm dia. Type 100D	m	1	
		(ii) 750 mm dia. Type 100D	m	1	
		(iii) 900 mm dia. Type 100D	m	1	
		Portal and rectangular culverts:			
B22.05		(b) 1,5m x 1,5m SATS rectangular portal culvert	m	1	
		Cast in-situ concrete and formwork			
B22.07		(b) Cast in situ concrete Class 25/19 for base slab, abutment, top slab and wingwalls	m ³	1	
		Steel reinforcement			
B22.10		(b) High-tensile steel bars	t	1	
CARRIED FORWARD:					

BROUGHT FORWARD:

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
B22.12		Removing existing concrete			
		(a) Plain Concrete	m ³	1	
		(b) Reinforced Concrete	m ³	1	
B22.14		Removing stacking and disposal of existing prefabricated culverts			
		(i) All pipe sizes in all classes	m	1	
B22.17		Manholes, catchpits, precast inlet and outlet structures complete			
		(a) Manholes: (standard depth: 1.2m)			
		(iii) 600mm dia. brick manhole:(As detailed on drawing No. NG/KES/STW&RD-02)	No	1	
		(iii) 750mm dia. brick manhole:(As detailed on drawing No. NG/KES/STW&RD-02)	No	1	
		(iv) 900mm dia. brick manhole:(As detailed on drawing No. NG/KES/STW&RD-02)	No	1	
		(f) Kerb inlet (standard depth: 1.5m, complete as per the referenced standard detail)	No	1	
		(i) 600mm dia. kerb inlet:(As detailed on drawing No. NG/KES/STW&RD-02)	No	1	
		(ii) 750mm dia. kerb inlet:(As detailed on drawing No. NG/KES/STW&RD-02)	No	1	
		(iii) 900mm dia. kerb inlet:(As detailed on drawing No. NG/KES/STW&RD-02)	No	1	
		(g) Headwalls (As detailed on drawing No.NG/KES/STW&RD-01)	No	1	
		(i) 450mm dia. (Normal)	No	1	
			No	1	

CARRIED FORWARD:

BROUGHT FORWARD:

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
		(ii) 600mm dia. (Normal)	No	1	
		(iii) 750mm dia. (Normal)	No	1	
		(iii) 900mm dia. (Normal)	No	1	
B22.21		Accessories			
		(b) Inlet grids including class 25/19 concrete slabs and frames			
		(i) Type 2	No.	1	
22/B16.02		Overhaul on material hauled in excess of 1.0km	m ³ -km	1	

CARRIED FORWARD TO SUMMARY:

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
2300		CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS			
B23.01		Concrete kerbing			
		(a) Precast concrete mountable kerb kerbing Figure 3 as detailed on Drawing No. NG/KES/STW&RD-01			
		(i) Radius exceeding 4m up to 20 m	m	1	
		(b) Precast concrete edge strip kerbing Figure 8 as detailed on Drawing No. NG/KES/STW&RD-01			
		(i) Radius exceeding 4m up to 20 m	m	1	
		(c) Precast concrete mountable kerb Figure 12 as detailed on Drawing No. NG/KES/STW&RD-01			
		(i) Radius exceeding 4m up to 20 m	m	1	
		(d) Precast concrete mountable kerb Figure 14 as detailed on Drawing No. NG/KES/STW&RD-01			
		(i) Radius exceeding 4m up to 20 m	m	1	
B23.02		Concrete kerbing channelling combination			
		(a) Precast barrier kerbing Figure 3, complete with precast kerbing Figure 14 channel and concrete backing, as detailed on Drawing No. NG/KES/STW&RD-01			
		(i) Radius exceeding 4m up to 20 m	m	1	
		(b) Precast barrier kerbing Figure 8, complete with precast kerbing Figure 14 channel and concrete backing, as detailed on Drawing No. NG/KES/STW&RD-01			
		(ii) Radius exceeding 4m up to 20 m	m	1	
23,05		Inlet, outlet, transition and similar structures			
		(a) (i) 1m long transition piece and mountable kerb and channel as per per Drawing No. NG/KED/STW&RD-01	No	1	
		(ii) 1m long transition piece between barrier and channel and edge strip as per Drawing No. NG/KES/STW&RD-01	No	1	
CARRIED FORWARD:					

BROUGHT FORWARD:						
ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
23,07		Trimming of excavations for concrete-lined open drains				
		(a) In soft material	m ²	1		
		(b) In hard material	m ²	1		
23,08		Concrete-lined open drains				
		(a) Cast in situ concrete lining Class 25/19	m ³	1		
		(b) Class U2 surface finish to cast in situ concrete as per Drawing No. NG/KES/STW&RD-01	m ²	1		
23,09		Formwork to cast in-situ concrete for open drains (class F2 surface finish):				
		(a) To sides with formwork on the internal face only	m ²	1		
23,12		Steel reinforcement				
		(c) Welded steel fabric ref 395	m ²	1		
B23.16		Removing, stacking and disposing existing kerbs (all types)	M	1		
B23.17		Concrete for driveways				
		(a) Cast in situ concrete lining Class 25/19 including formwork	m ³	1		
		(b) Welded steel fabric ref 195	m ²	1		
CARRIED FORWARD TO SUMMARY:						

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
B2800		CABLE DUCTS			
B28.01		Excavate in all materials for trenches, backfill, compact and dispose of surplus material	m ³	1	
B28.02		Supply, lay, bed and prove ducts including draw wires. All ducts to be class 4 uPVC ducts to SABS 791 with sleeve type couplings: (a) Single 110 mm ducts (provisional)	m	100	
B28.03		Telkom and/or Neotel ducts: Supply, lay, bed and prove ducts including draw wires. (uPVC ducts available from Telkom and/or Neotel): (i) Single 110 mm ducts (provisional)	m	100	
B28.04		Import bedding material, where ordered: (a) Non plastic bedding sand	m ³	100	
B28.06		Cable markers: (a) Kerb markers: (i) Supply and install kerb face service route markers (provisional)	No.	20	
B28.07		Supply and install precast concrete protection slabs over existing and/or proposed services as indicated by the engineer: (a) Type A (1,5 m x 0,9 m) (b) Type B (1,0 m x 0,9 m)	No.	10	
			No.	10	
CARRIED FORWARD TO SUMMARY:					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
3100		BORROW MATERIAL			
B31.01		Excess overburden	m ³	1	
B31.03		Finishing-off borrow areas in:			
		(a) Hard material	ha	1	
		(b) Intermediate material	ha	1	
		(a) Soft material	ha	1	
CARRIED FORWARD TO SUMMARY :					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
3300		MASS EARTHWORKS			
B33.01		Cut and borrow to fill, including freehaul up to 1.0km:			
		(a) Material in compacted layer thickness of 200mm :			
		(ii) Compacted to 93% of mod AASHTO density	m ³	1	
		(c) Rock fill	m ³	1	
B33.04		Cut to spoil and stockpile, including freehaul up to 1.0km. Material obtained from:			
		(a) Soft excavation	m ³	1	
		(b) Intermediate excavation	m ³	1	
		(c) Hard excavation	m ³	1	
		(d) Boulder excavation Class A	m ³	1	
		(e) Boulder excavation Class B	m ³	1	
B33.07		Removal of unsuitable material (Including free-haul of 1.0km)			
		(a) In layer thickness of 20mm and less			
		(ii) Unstable material	m ³	1	
B33.10		Roadbed preparation and the compaction of material			
		(b) Compaction to 93% of modified AASHTO density	m ³	1	
B33.12		Insitu treatment of roadbed			
		(a) Insitu treatment by ripping	m ³	1	
B33.13		Finish-off cut and fill slopes, medians and interchange areas:			
		(a) Cut Slopes	m ²	1	
		(b) Fill Slopes	m ²	1	
33/B16.02		Overhaul on material hauled in excess of 1.0km	m ³ -km	1	
CARRIED FORWARD TO SUMMARY :					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
3400		PAVEMENT LAYERS OF GRAVEL MATERIAL			
B34.01		Pavement layers constructed from gravel obtained from borrow pit and/or commercial sources:			
		(a) Gravel selected layer (unstabilised gravel) compacted to:			
		(ii) 93% of modified AASHTO density compacted in 150mm layer thickness (G7)	m ³	1	
		(c) Gravel sub-base (unstabilised gravel) compacted to:			
		(ii) 97% of modified AASHTO density compacted in 150mm layer thickness (G5)	m ³	1	
		(e) Gravel base layer compacted to:			
		(i) 98% of modified AASHTO density compacted in 150mm layer thickness.	m ³	1	
		(ii) 95% of modified AASHTO density compacted in 200mm layer thickness G6 (sidewalk)	m ³	1	
		(d) Gravel subbase (chemically stabilized material) compacted to:			
		(ii) 96% of modified AASHTO density compacted in 150mm layer thickness (C4)	m ³	1	
B34.04		In-situ reconstruction of existing pavement layers as:			
		(g) Base (unstabilized material, blend existing basecourse with G2) compacted to 98% of modified AASHTO density, using:			
		(i) Non-cemented material compacted in 150mm layer thickness (G2)	m ³	1	
		(g) Base (unstabilized material, blend existing basecourse with G4) compacted to 98% modified AASHTO density, using:			
		(i) Non-cemented material compacted in 150mm layer thickness (G4)	m ³	1	
B34.09		Extra over items 34.03 for placing and compacting gravel pavement layers in restricted areas:			
		(a) Non-cemented material	m ³	1	
CARRIED FORWARD TO SUMMARY:					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
3600		CRUSHED-STONE BASE OR SUBBASE			
B36.01		Crushed-stone base			
		(c) Obtained from crushed stone obtained from commercial source and compacted to 102% of modified AASHTO density (150mm G2)	m ³	1	
CARRIED FORWARD TO SUMMARY:					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
3800		SECTION 3800: BREAKING UP EXISTING PAVEMENT LAYERS			
B38.01		Excavating and removing existing bituminous material (except milled material):			
		(b) Material to be disposed of with the average depth of excavation:			
		(i) Not exceeding 30mm	m ²	1	
B38.04		Excavating and spoiling material from an existing pavement and/or the underlying fill:			
		(a) Non-cemented material	m ³	1	
B38.08		Sawing or cutting asphalt or cemented pavement layers			
		(b) Cutting Asphalt	m	1	
38/B16.02		Overhaul on material hauled in excess of 1.0km	m ³ -km	1	
CARRIED FORWARD TO SUMMARY:					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
3900		SECTION 3900: PATCHING AND REPAIRING EDGE BREAKS			
B39.01		Sawing or cutting asphalt or cemented pavement layers			
		(a) Sawing Asphalt to and average depth			
		(i) Not Exceeding 50mm	m ²	1	
B39.02		Excavating in existing pavements for patching in:			
		(c) 150mm G5 base material compacted to 95% Mod AASHTO	m ³	1	
B39.03		Backfilling of excavations for patching with:			
		(b) G2 base material stabilized with bituminous emulsion (60% stable-grade anionic emulsion @ 3% by mass of compacted base and ordinary cement @ 1% by mass of compacted base), for a patch with surface area:	m ³	1	
B39.04		Compacting the floor of excavations for patching	m ²	1	
B39.06		Tack coat (60% stable grade emulsion)	/	1	
B39.07		Hot premix (applied 30 mm thick)			
		(i) Not exceeding 5m ²	m ²	1	
		(ii) Exceeding 5m ² but not exceeding 100m ²	m ²	1	
		(iii) Exceeding 100m ²	m ²	1	
B39.08		Cold premix (applied 30 mm thick)			
		(i) Not exceeding 5m ²	m ²	1	
		(ii) Exceeding 5m ² but not exceeding 100m ²	m ²	1	
		(iii) Exceeding 100m ²	m ²	1	
CARRIED FORWARD TO SUMMARY:					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
4100		PRIME COAT			
B41.01		Prime Coat			
		(a) MC-30 cut-back bitumen	/	1	
CARRIED FORWARD TO SUMMARY:					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
4200		ASPHALT BASE AND SURFACING			
B42.02		Asphalt Surfacing			
		(a) 30mm Continuously graded (Overlay in front of Spar)	m ²	1	
		(b) 30mm Continuously graded (King Edward Street)	m ²	1	
B42.04		Tack coat of 30% stable-grade emulsion	/	1	
B42.04		Construction of speed humps as per the standard detail	No.	1	
CARRIED FORWARD TO SUMMARY:					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
5100		PITCHING, STONEMWORK AND PROTECTION AGAINSTEROSION			
B51.01		Stone pitching			
		(b) Grouted stone pitching	m ²	1	
CARRIED FORWARD TO SUMMARY:					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
5200		GABIONS			
B52.01		Foundation trench excavation and backfilling:			
		(b) In all other classes of materials	m ³	1	
B52.02		Surface preparation for bedding the gabions	m ²	1	
B52.03		Gabions			
		(a) Galvanized gabion boxess			
		(i) 1,0mx1,0mx1,0m mesh 80mm	m ³	1	
		(c) Galvanised gabion mattresses			
		(i) 1,0mx1,0mx0,4m mesh 80mm	m ³	1	
B52.04		Filter fabric			
		(a) Bidim U14 or similar approved	m ²	1	
CARRIED FORWARD TO SUMMARY:					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
5400		SECTION 5400 : GUARDRAILS			
B54.01		Guardrails on timer posts:			
		(a) Galvanized	m	1	
B54.03		Extra over items 54.01, 54.02 and 54.11 for horizontally curved guardrails factory bent to a radius of less than 45m	m	1	
B54.04		End treatments			
		(a) End Wings	No.	1	
		(b) Bull noses	No.	1	
B54.06		Reflective plates	No.	1	
B54.12		Extra over items 54.01, 54.02 and 54.11 for excavating in hard material holes for guardrail post	No.	1	
CARRIED FORWARD TO SUMMARY:					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
5600		SECTION 5600 : ROAD SIGNS			
B56.01		Road sign boards complete with supports with Class 1 retro-reflective background. Symbols and lettering in semi matt black. Borders in Class 1 retro- reflective material, where the signboard is constructed from :			
		(c) Prepainted galvanised steel plate (Chromadek 1.2mm thick) or approved equivalent			
		(i) 600mm diameter Round or Stop signs:			
	LI	- R 1	No.	1	
	LI	- R 201	No.	1	
		(ii) 900mm Triangular signs:			
	LI	- R 2	No.	1	
	LI	- W202	No.	1	
	LI	- W203	No.	1	
	LI	- W401	No.	1	
	LI	- W402	No.	1	
B56.03		Road sign supports:			
		(b) Timber (treated with tanalith)			
	LI	(i) 110mm diameter	m	1	
B56.05		Excavation and backfilling for road sign supports:			
	LI	(a) Using 15 Mpa concrete for backfilling	m ³	1	
CARRIED FORWARD TO SUMMARY:					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
5700		ROAD MARKINGS			
B57.02		Retro-reflective road-marking paint:			
		(a) White lines (broken or unbroken)			
	LI	(i) 100mm wide	km	1	
	LI	(d) White lettering and symbols	m ²	1	
CARRIED FORWARD TO SUMMARY:					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
5900		FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS			
B59.01		Finishing road and road reserve			
		(b) Single carriageway road	km	1	
CARRIED FORWARD TO SUMMARY:					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
7300		CONCRETE BLOCK PAVING FOR ROADS			
73,01		Concrete block paving			
		(a) 80mm Class 35, Type SA, grey coloured interlocking precast concrete segmental pavers laid in 45° herringbone pattern	m ²	1	
	LI	60mm Class 35, Type SA, grey coloured interlocking precast concrete segmental pavers laid in 45° herringbone pattern	m ²	1	
73,02	LI	Cast in situ concrete edge and intermediate beams	m ³	1	
73,03		Provision of approved herbicide and ant poison:			
	LI	(a) Provision of materials	m ²	1	
CARRIED FORWARD TO SUMMARY:					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
9300		ENVIRONMENTAL AUDITING			
B93.01		(a) Designated Environmental Officer	Months	1	
B93.02		(a) Principal Contractor's Compliance with EMPr	Lump Sum	1	
CARRIED FORWARD TO SUMMARY:					

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
9400		OCCUPATIONAL HEALTH AND SAFETY			
94,01		Preparation of Contractor's site specific Health and Safety Plan and File	Lump sum	1	
94,02		Principal Contractor's initial obligations in respect of the OHS Act and Construction Regulations	Lump sum	1	
94,03		Principal Contractor's time related obligations in respect of the OHS OHS Act and Construction Regulations including Covid-19 signage	Month	1	
94,04		Review of OHS Plan for each assignment. Rate to include for risk assessment specific to the Covid-19 Epidemic and other adjustments to ensure compliance for the assessment	Sum	1	
94,05		Provision of Personal Protective Equipment & Protective Clothing (PPE)			
		(a) Reflective vests	No	1	
		(b) Hard hats	No.	1	
		(c) Protective foot wear	No	1	
		(d) Earplugs	No	1	
		(e) Dust masks	No	1	
		(f) Gloves	No	1	
		(g) High visibility overalls to SARTSM Chapter 13 Level 3	No	1	
		(h) Ear defenders SABS approved	No	1	
		(i) Face masks for Covid-19 (respiratory protection, as required)	No	1	
		(j) Surgical gloves (for security and cleaning team)	No	1	
		(k) Safety goggles for screening person	No.	1	
		(l) Hand sanitiser - 500ml	No.	1	
		(m) Cleaning detergents	Lump Sum	1	
94,06		Provision of full time Construction Health & Safety Officer	Month	1	
94,07		Costs of medical certificates and Medical Surveillance			
CARRIED FORWARD:					

BROUGHT FORWARD:					
ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
		(b) Periodic and exit examinations	No	1	
		(c) Contractor's charge to allow for handling costs and profit in respect of subitems 13/X.07 (a) and (b)	%		
		(d) Screening for Employees with covid-19 symptoms	Lump Sum	1	
		(e) None contact thermometers	No.	1	
94,08		Induction Training	No	1	
94,09		Payment for health and safety representatives at meetings	Hr	1	
94,10		Provision of First Aid Boxes	No	1	
94,12		Facilities for contractor including offices, storage sheds, workshops, laboratories, living accommodation, ablution and latrine facilities, tools and equipment, waste supplies, electric power, communications, setting out of works and access, Made Covid-19 Safe	Lump Sum	1	
94,13		Waste management for Covid-19 with adequate waste bins	Lump Sum	1	
94,14		Maintenance of a registers for workers contacts	Lump Sum	1	
CARRIED FORWARD TO SUMMARY:					

SUMMARY OF THE SCHEDULE OF QUANTITIES

Section 1200	General Requirements and Provisions	
Section 1300	Contractor's Establishment on Site and General Obligations.	
Section 1400	Housing, Offices and Laboratories for the Engineer's Site Personnel	
Section 1500	Accommodation of Traffic	
Section 1700	Clearing and Grubbing	
Section 1900	Dayworks	
Section 2100	Drains	
Section 2200	Prefabricated Culverts	
Section 2300	Concrete Kerbing, Concrete Channeling, Chutes and Downpipes and Concrete Linings for Open Drains	
Section 2800	Cable Ducts	
Section 3100	Borrow Materials	
Section 3300	Mass Earthworks	
Section 3400	Pavement Layers of Gravel Material	
Section 3500	Chemical Stabilization	
Section 3600	Crushed-Stone Base and subbase	
Section 3800	Breaking up Existing Pavement Layers	
Section 3900	Patching and Repairing Edge Breaks	
Section 4100	Prime Coat	
Section 4200	Asphalt Base and Surfacing	
Section 5100	Pitching, Stonework and Protection Against Erosion	
Section 5200	Gabions	
Section 5400	Guardrails	
Section 5600	Road Signs	
Section 5700	Road Markings	
Section 5900	Finishing the Roads and Road Reserve and Treating Old Roads	
Section 7400	Concrete Block Paving For Roads	
Section 8100	Testing Workmanship and Materials	
Section 9300	Environmental Management Plan Implementation	
Section 9400	Occupational Health and Safety	
SUB TOTAL-1		
ALLOW 7,5% FOR CONTINGENCIESALLOW 5% CPA		
SUB TOTAL-2		
ALLOW 15% VALUE ADDED TAX		
GRAND TOTAL		

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

(Note to organs of state: Where either the 90/10 or 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
People living with disability		10		
Youth		10		
Price		80		

N/B

Points be awarded to a bidder upon submitting proof of attainment of specific goals.

- 1 Full CSD Report
- 2 Annexure D (Company Information)
- 3 Proof of residence

E. LIST OF ANNEXURES

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 3.1
PRICING SCHEDULE
(Professional Services)

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

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project. R

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	R.....	.....
	R.....	.....
	R.....	.....
	R.....	.....
	R.....	.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

5.1 Travel expenses (specify, for example rate/km and total km, class

of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL:			
R.....			

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after Acceptance of bid
.....

7. Estimated man-days for completion of project
.....

8. Are the rates quoted firm for the full period of contract?
.....

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....
.....

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

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

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

NO.	ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-----	------	----------	-------------	--

- Required by:
.....

- At:
.....

- Brand and model
-
- Country of origin

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

- Delivery: *Firm/Not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

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

3.1 Full Name:.....

3.2 Identity Number:.....

3.3 Company Registration Number:

3.4 Tax Reference Number:.....

3.5 VAT Registration Number:.....

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

3.6.1 If so, furnish particulars.

.....
.....

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

3.7.1 If so, furnish particulars.

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

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

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.8.1 If so, furnish particulars.

.....
.....

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

YES / NO

3.9.1 If so, furnish particulars

.....
.....

3.9 Are any of the company's directors, managers, principal Shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.
.....
.....
.....
.....

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars
.....
.....

4. Will any portion of goods or services be sourced from outside *YES / NO
the Republic, and, if so, what portion and whether any portion
of payment from the municipality / municipal entity is expected to be

***YES / NO**

transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

The applicable preference point system for this tender is the **80/20** preference point system.

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
People living with disability	10
Youth	10
Total points for Price and SPECIFIC GOALS	100

NB. Points be awarded to a bidder upon submitting proof of attainment of specific goals

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 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).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAR FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad 33$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Points be awarded to a bidder upon submitting proof of attainment of specific goals.

1 Full CSD Report

2 Annexure D (Company Information)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **King Sabata Dalindyebo Municipality** in accordance with the requirements and specifications stipulated in bid number **019/2023-24** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder’s past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
DATE:	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I.....in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexe(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	<u>BRAND</u>	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	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? <u>(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 audi alteram partem rule was applied).</u> <u>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.</u>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? he Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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.

6. 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.

7. 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.

8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**ANNEXURE B
COMPANY DETAILS**

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met. Also attach the copy of the company registration certificate in order to qualify for bidding.

Registered Company Name:

.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details:

.....

.....

.....

.....

Professional Indemnity Details:

.....

.....

**ANNEXURE C
JOINT VENTURE DISCLOSURE FORM**

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.
- vii) A joint venture that is awarded a contract with KING SABATA DALINDYEBO MUNICIPALITY must be registered as a separate company with the Registrar of Businesses.
- viii) The joint venture must be registered with South African Revenue Services.
- ix) A separate bank account must be in place for the joint venture.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address.....
.....
.....

c) Physical address
.....
.....

d) Telephone

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

3.2(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

3.3(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....
.....
.....

5. **OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s)%
 - b) Non-Affirmable Joint Venture Partner ownership percentage(s)%
 - c) Affirmable Joint Venture Partner percentages in respect of: *
 - (i) Profit and loss sharing
 - (ii) Initial capital contribution in Rands
-
.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

- (iii) Anticipated on-going capital contributions in Rands
-
.....
.....
- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.
-
.....
.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

NO	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

NO	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

- (a) Joint Venture cheque signing
 -
 -
 -
- (b) Authority to enter into contracts on behalf of the Joint Venture
 -
 -
 -
- (c) Signing, co-signing and/or collateralising of loans
 -
 -
- (d) Acquisition of lines of credit
 -
 -

-
- (e) Acquisition of performance bonds

-
-
- (f) Negotiating and signing labour agreements
-
-
-

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations

-
- (b) Major purchasing

-
- (c) Estimating

-
- (d) Technical management
-

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- (a) Identify the “managing partner”, if any,

-
-
-
-
- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

(c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.)

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.
 - (i) Number currently employed by Affirmable Joint Venture Partners
.....
 - (ii) Number currently employed by the Joint Venture
.....
- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture
.....
- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees
.....
.....
- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls
.....
.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....
.....
.....
.....
.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

(Continue as necessary)

ANNEXURE E
DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY KING SABATA DALINDYEBO MUNICIPALITY)

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any municipality.

Any legal person, or persons having a kinship with persons employed by the KING SABATA DALINDYEBO MUNICIPALITY including a blood relationship, may make an offer in terms of this bid invitation. In view of possible allegations of favouritism, should the resulting bid or part thereof be awarded to persons connected with or related to an employee of KING SABATA DALINDYEBO MUNICIPALITY, it is required that the bidder or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where–

- the legal person on who's behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarer acts and persons who are involved with the evaluation of the bid.

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

Do you, or any person have any relationship (family, friend, other) with a person employed with the KING SABATA DALINDYEBO MUNICIPALITY or its King Sabata Dalindyebo Municipality administration and who may be involved with the evaluation, preparation and/or adjudication of this bid?

Yes/No

If so, state particulars

.....
.....

Are you or any other person connected with the bid, employed by any organ of State?

Yes/No

If so, state particulars

.....
.....

SIGNATURE OF DECLARER

DATE

POSITION OF DECLARER

NAME OF COMPANY OR BIDDER

ANNEXURE F
DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the King Sabata Dalindyebo Municipality.

.....
SIGNATURE OF DECLARER

.....
DATE

.....
POSITION OF DECLARER

.....
**NAME OF COMPANY OF
BIDDER**

Should the bidder have, in the opinion of the KING SABATA DALINDYEBO MUNICIPALITY, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the KING SABATA DALINDYEBO MUNICIPALITY may, in its sole discretion:

- * Ignore any bids without advising the bidder thereof
- * Cancel the contract without prejudice to any legal rights the KING SABATA DALINDYEBO MUNICIPALITY may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the KING SABATA DALINDYEBO MUNICIPALITY and such bidder.

ANNEXURE G
BID CHECK LIST

All King Sabata Dalindyebo Municipality bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

1. All pages of the bid document have been read by the bidder.
2. All pages requiring information have been completed in black ink.
3. The Schedule of Quantities have been checked for arithmetic correctness.
4. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
5. The total from the summary page has been carried forward to the Bid Form.
6. Surety details have been included in the bid.
7. All sections requiring information have been completed.
8. The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and Levies, etc.
9. The bid document is submitted before 12h00 on the due date at the designated bid box of King Sabata Dalindyebo Municipality.



Blow The Whistle Against Fraud & Corruption



KING SABATA DALINDYEBO LOCAL MUNICIPALITY

080 036 0634

KSD ANTI-FRAUD CORRUPTION HOTLINE

INFORMATION BROCHURE ON THE ANTI- FRAUD & CORRUPTION HOTLINE

1. INTRODUCTION

The KSDLM hotline is designed for the reporting of allegations of corruption in the municipality. The hotline number is open 24 hours a day and seven days a week on message option. Callers may choose to remain anonymous.

2. WHAT MAY BE DISCLOSED?

The operational implementation of the Hotline is based on the legal approaches and definitions of the Prevention and Combating of Corrupt Activities Act (Act 12 of 2004), KSDLM Anti-Fraud and Corruption Policy and the manifestations as outlined in the National Anti-Corruption Strategy. The following disclosures may be made (this list contains examples only and is not exhaustive):

Transgression of prevailing legislation or prescripts would amount to corruption. In particular:

- a) Non-compliance with the requirements of the Municipal Supplier Chain Management Regulations and Treasury and Tender Board Regulations.
- b) Non-compliance with the requirements of the Municipal Finance Management Act, Municipal Systems Act etc.
- c) All other transgressions of the Code of Conduct for the Municipal Staff and Council Members as contained in schedule 1 and 2 of the Municipal Systems Act.
- d) Corruption in its many manifestations as depicted in figure 1 below:

3. WHY MUST PEOPLE REPORT CORRUPTION?

Corruption in the local government undermines the fight against poverty by putting money that is meant for infrastructure and development into the pockets of corrupt officials and selected private sector institutions.

Corruption increases the cost of local government and slows down service delivery to the public we serve. Fraud & Corruption can scare off investors.

4. WHO CAN MAKE A DISCLOSURE?

Anyone, whether the person works in the local government or not. Anyone who knows of any misconduct which is against the public interest. The person is obliged to provide sufficient information to permit investigation of the allegations.

5. HOW IS A DISCLOSURE MADE INTERNALLY?

- a) Disclosures may be made anonymously. A disclosure may be made by using any of the following methods:
- b) Telephone: 080 036 0634 toll free hotline number. Email: fraud@ksd.gov.za
- c) Municipal Managers: 047 501 4238
Email: PakadeN@ksd.gov.za
- d) Executive Mayor: 047 501 4409
Email: nelanin@ksd.gov.za
- e) Council Speaker: 047 501 4405
Email: tingo.siyosokutu66@gmail.com
Email: siyo-sokutu@ksd.gov.za
- f) Chief-Whip: 047 501 4000
Email: MlanjeniB@ksd.gov.za/
Email: Bonganimlanjeni@gmail.com
- g) Internal Audit Unit: 047 501 4204
Email: Mdingil@ksd.gov.za

6. HOW IS A DISCLOSURE MADE EXTERNALLY?

While we hope our policy and processes gives you the reassurance you need to raise matters internally, we recognize that there may be circumstances where you would feel its proper to report matters to outside bodies, such as regulators or the police etc. Below are some of the external platforms to report;

- a) Office of the Auditor General of South Africa:
Tel no: 012 426 8000, Fax to: 012 426 8257
- b) Corruption Watch: Tel 011 447 1472 or you
National Anti-Corruption Forum: Tel no. 0800 701 701
- c) can also send us a short-code SMS, which costs R1 per message on 45142 (SMS line)



Blow The Whistle Against Fraud & Corruption

- a) Office of the Public Protector on **0800 11 2040**.
- b) The presidential hotline **17737 (free from all phones)**.
- c) Special Investigations Unit: 0800 037 774, SMS **33490**, siu@whistleblowing.co.za
- d) **Audit & Performance Audit Committee**
: rvuzane@gmail.com

1. WAYS OF REPORTING FRAUD & CORRUPTION?

To report allegations of fraud & corruption, please provide as much information and detail as possible, including who, what, when, where why and how. For example, **if you are reporting allegation of theft, tell us:**

- a) Who committed the theft? Give the name(s) of the perpetrator(s), and rank.
- b) Was he/she alone? Who else is implicated?
- c) What was stolen? Describe the items and the amounts.
- d) When did it happen? Provide dates, time and how often.
- e) Where did it happen? Mention the name of the area, section, street address and the name of the village.
- f) How did it happen? Given proof/evidence i.e., file number, amounts involved, etc.
- g) Demonstrate how the case can be investigated, and how you can be contacted for further information.

Figure 1: Manifestations of corruption



2. The Prevention and Combating of Corruption Activities Act (12 of 2004) define the following general offences of corruption in terms of Chapter 2(3):

If a person acts, personally or by influencing another person so to act, in a manner: that amounts to the illegal, dishonest, unauthorized, incomplete, or biased: or

- a) misuse or selling of information or material acquired during the exercise, conducting or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or policy or any other legal obligation.

- b) that amounts to the abuse of a position of authority; a breach of trust; or the violation of a legal duty or a set of rules.
- c) designed to achieve an unjust result; or
- d) that amounts to any other unauthorized or improper inducement to do or not to do anything, is guilty of the offence of corruption.
- e) **Specific offences include offences in respect of corrupt activities relating to:**
 - (i) municipal officers; municipal agents; members of the council; witnesses; contracts; procuring and withdrawal of tenders; auctions; and sporting events.
 - (ii) receiving or offering unauthorized gratification by, or to be party to, an employment relationship.
 - (iii) the acquisition of private interests in a contract, agreement, or investment of a KSDLM; and
 - (iv) unacceptable conduct relating to witnesses.

MR. N PAKADE _____
MUNICIPAL MANAGER
DATE: 22 / 05 / 2023