

# SENQU LOCAL MUNICIPALITY



## **BID DOCUMENT FOR:**

## **SUPPLY OF MATERIAL AND LABOUR BASED SURFACING ON SITE TRAINING**

**BID NUMBER: 104/2021-2022T**

**BIDDER:**

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**BID PRICE/RATES:**

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**CLOSING DATE:     22 September 2021**

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**CLOSING TIME:     12:00 pm**

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**PREPARED BY:**

Supply Chain Management Office  
Senqu Municipality  
19 Murray Street, Lady Grey, 9755  
Private Bag X 003, Lady Grey, 9755  
Tel: 0516030019   Fax: 0516030445  
e-mail: info@senqu.gov.za

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# PART A

## INVITATION TO BID MBD 1

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	<b>104/2021-2022T</b>	CLOSING DATE:	<b>22<sup>nd</sup> September 2021</b>	CLOSING TIME:	<b>12:00pm</b>
PROJECT DESCRIPTION	<b>SUPPLY OF MATERIAL AND LABOUR BASED SURFACING ON SITE TRAINING</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
19 Murray Street, Lady Grey, 9755					
Private Bag X 003, Lady Grey, 9755					
Tel: 0516030019 Fax: 0516030445					
e-mail: info@senqu.gov.za					
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER PART B:3 ]</p>
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE/RATES</p>	<p>R</p>
<p>SIGNATURE OF BIDDER</p>	<p>.....</p>	<p>DATE</p>	
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED</p>			
<p><b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b></p>		<p><b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b></p>	
<p>DEPARTMENT</p>		<p>CONTACT PERSON</p>	<p><b>J van Rensburg / N Nkopane</b></p>
<p>CONTACT PERSON</p>		<p>TELEPHONE NUMBER</p>	<p>051 6031449 / 1300</p>
<p>TELEPHONE NUMBER</p>	<p>0516030019</p>	<p>FACSIMILE NUMBER</p>	
<p>FACSIMILE NUMBER</p>		<p>E-MAIL ADDRESS</p>	<p><a href="mailto:vanrensburt@senqu.gov.za">vanrensburt@senqu.gov.za</a> <a href="mailto:nkopanen@senqu.gov.za">nkopanen@senqu.gov.za</a></p>
<p>E-MAIL ADDRESS</p>			

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
<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. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED)</b></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>	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
<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>	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></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: .....

## **Section 1.1 – Invitation to Tender**



### **BID NOTICE 104/2021-2022T**

**Senqu Local Municipality hereby invites suitable service providers to bid for the below tender**

<b>Bid Number</b>	<b>Project Description</b>	<b>Closing Date and Time</b>	<b>Functionality/ Eligibility Criteria</b>	<b>Evaluation criteria</b>
<b>104/2021-2022T</b>	<b>Supply Of Material And Labour Based Surfacing On Site Training</b>	<b>Date: 22 September 2021 Time: 12:00 Telkom Time</b>	<b>Applicable – see below</b>	<b>80/20 Preference Point System</b>

**Please note that this is an advert and details of the tender are in the bid document on the website <http://www.senqu.gov.za>.**

Completed tender documents must be in a sealed envelope endorsed with the name, **(SUPPLY OF MATERIAL AND LABOUR BASED SURFACING ON SITE TRAINING) – Bid No 104/2021-2022T:** and must be deposited in the Tender/Bid Box at the Senqu Municipal Offices, 19 Murray Street, Lady Grey not later than **12:00, 22 September 2021** when bids will be opened in public.

Enquiries should be addressed to:

Senqu Municipality: **Mr Neo Nkopane** Telephone: **051 603 0019** Email: [nkopanen@senqu.gov.za](mailto:nkopanen@senqu.gov.za)

#### **EVALUATION & ADJUDICATION CRITERIA**

For eligibility, the following criteria will be applicable and the maximum value of each criterion is indicated as below. Functionality: 100 points, Minimum qualifying points will be 60 for further evaluation.

**Functionality : 100 points.**

**Eligibility/Functionality Criteria: Minimum 60 points**

<b>Eligibility Criteria</b>	<b>Maximum Number of Points</b>
<b>Completion Certificates or Reference letters</b>	<b>30 Points</b>
<b>Expertise</b>	<b>24 points</b>
<b>CETA Accredited Proof of documentation based on all the specified training manuals as indicated in the specifications</b>	<b>31 points</b>
<b>Small Plant (Vibratory pedestrian asphalt roller Bomag 60/75). Proof of ownership to this effect should be attached or confirmation letter from plant hiring company</b>	<b>10 points</b>
<b>Copy of asphalt material test result</b>	<b>5 points</b>
<b>POSSIBLE SCORE FOR FUNCTIONALITY</b>	<b>100 POINTS</b>

**Senqu Municipality Supply Chain Management Policy as well as the following conditions shall apply:**

- Canvassing of municipal staff or councillors will automatically disqualify any bidder.
- Municipal MBD Documents, All Compulsory and Supplementary Documentation as requested in this advert and bidders' own submissions must be properly bound and be submitted intact to the municipality
- Bid documents must be numbered and signed by bidders
- Bid documents may not be tampered with by bidders.
- Prices must be valid for a minimum period of 120 days and include VAT.
- Any false declaration made by a bidder will be treated in accordance with guiding legislation and will be reported to appropriate authorities for further investigation.

**COMPULSORY DOCUMENTS (failure to complete, submit or not signing where indicated, of any of the compulsory documents will result in disqualification)**

- Service Providers full name, identification number or company or other registration number
- Valid tax compliance status PIN or SARS Tax Clearance Certificate.
- The municipal rates and taxes or municipal charges owed by the bidding company and all of its directors, to the municipality or municipal entity, or to any other municipality or its entity, must not be in arrears for more than three months. Proof must be submitted in the form of a recent municipal account or letter from the Ward Councillor when the bidder operates and resides in an area where there are no municipal services.
- CSD Certificate
- Submission of a certified B-BBEE Verification Certificate or original Sworn affidavit in the case of an EME and QSE
- A trust, consortium or joint venture must obtain and submit a consolidated B-BBEE status Verification Certificate with the tender.
- A trust, consortium or joint venture must obtain and submit each companies Tax Clearance Certificate or a tax compliance status PIN with the tender.
- Bidders are required to submit a copy of their completed tender document in PDF format with a memory stick or CD with their original tender submission.

**SUPPLEMENTARY INFORMATION**

- The successful bidder will be required to register on the Senqu Municipality data base.
  - The Senqu Municipality does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole or part of any bid.
  - No emailed or faxed documents will be accepted.
  - It is the responsibility of the Bidder to ensure that bids sent via courier are placed in the Tender/Bid Box by the advertised date and time.
  - The successful bidder will be requested in certain circumstances to be requested to enter into a Service Level Agreement.
  - Bids which are late, incomplete or unsigned will not be accepted for evaluation.
  - All disputes, objections, complaints and queries will be settled as per paragraph 56 of the Senqu Municipal Supply Chain Policy through mutual consultation, mediation (with or without legal representation) or when unsuccessful through a South African court of law.

**MM Yawa**  
**Municipal Manager**  
**03 September 2021**

## **D. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES**

The Senqu 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 Senqu 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 Senqu 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.

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## **E. GENERAL CONDITIONS OF BID**

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### **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 Senqu Municipality.

### **2. EXTENT OF BID**

This bid is valid for 120 days.

### **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 120 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**

The duration of this project will be 2 years from the date of acceptance of appointment.

**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 **SUPPLY OF MATERIAL AND LABOUR BASED SURFACING ON SITE TRAINING** must be deposited in the Bid Box, at the offices of the Senqu Local Municipality, 19 Murray Street, Lady Grey, not later than **12h00 on 22<sup>nd</sup> September 2021**, 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 Bids will not be considered.***

**16. BID AND PROJECT ENQUIRIES**

Please refer all SCM enquiries to **Ms B Tsotso** email [tsotsob@senqu.gov.za](mailto:tsotsob@senqu.gov.za) or all Project enquiries to **Mr T Van Rensburg** on **051 603 0019** during normal office hours viz. 07:30 – 16:30 **Mondays to Fridays**.

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## **F. 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 ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **"Written"** or **"in writing"** means hand-written in ink or any form of electronic or mechanical writing.
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## **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**

**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.

## **G. EVALUATION CRITERIA**

The points scoring methodology is reflected in the following table:

### **FUNCTIONALITY CRITERIA. N.B. Minimum points to qualify to the next stage – 60 points**

Eligibility Criteria	Maximum Number of Points
<b>Completion Certificates or Reference letters that confirms the bidder has done a similar projects:</b>  5 Projects or more 4 Projects 3 Project 2 Projects 1 - Project	<b>30 Points</b>  30 Points 25 points 20 Points 15 Points 10 Points
<b>Expertise (Civil Engineering Qualification/Equivalent). NQF Level 7</b>	<b>24 points</b>
<b>Team Leader: Professional Registered Engineer (Pr. Eng) Professional Registered Technologist (Pr Tech Eng) must appear on CK document.</b>  Professional Registration of 10 years and over Professional Registration of 6 – 9 years Professional Registration of 3 – 5 years Professional Registration of 1 – 2 years  <b>Project Manager: Technician: (Civil/Equivalent). NQF Level 6</b> Relevant experience of 5 years and over Relevant experience of 3 – 4 years Relevant experience of 1 – 2 years  <b>Site Foreman (Civil/Equivalent) NQF Level 4</b> Relevant experience of 5 years and over Relevant experience of 3 – 4 years Relevant experience of 1 – 2 years	10 points 5 points 3 points 1 points  8 points 5 points 1 point  6 points 3 points 1 point
<b>CETA Accredited Proof of documentation based on all the specified training manuals as indicated in the specifications</b>  <b>Small Plant (Vibratory pedestrian asphalt roller Bomag 60/75). Proof of ownership to this effect should be attached or confirmation letter from plant hiring company</b>  <b>Copy of asphalt material test result</b>	<b>31 points</b>  <b>10 points</b>  <b>5 points</b>

<p style="text-align: center;"><b>POSSIBLE SCORE FOR FUNCTIONALITY</b></p>	<p style="text-align: center;"><b>100 POINTS</b></p>
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	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p>

**Bidders should take note of the above Pre-evaluation criteria.**

(a) All the necessary documentation must be submitted for the Pre-qualification Evaluation Panel to make an informed evaluation.

The Pre-qualification Evaluation will be based on the information provided by the bidder. Signed letters from referees (for previous projects, Pr Engineers, Pr Technologists, Technicians) has to be attached to claim the points and no points will be awarded in these criteria if signed letters are not attached. The signed letters with letter heads and stamped from previous clients should clearly indicate the scoring criteria as seen on the following tables on deliverables. Fraudulently obtained references will automatically lead to dismissal of the bidder.

(b) Bids that do not meet a minimum of 60 points out of 100 points in total for the criteria listed above will not be considered further for financial evaluation.

## **H. SPECIFICATIONS**

### **TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A QUALIFIED PROFESSIONAL SERVICE**

#### **PURPOSE**

It is the intention of the Senqu Municipality to enter into a formal contract with a qualified & registered Professional developer that will carry out the described hereunder.

#### **SECTION 1 : DETAILS**

**Province:** Eastern Cape  
**Municipality:** Senqu Municipality  
**Project Name:** Two-year contract for Tender of Supply of Material and Labour based Surfacing on-site training.

#### **SECTION 2: SUMMARY OF BRIEF**

Two-year contract for Tender of Supply of Material and Labour based Surfacing on site training.

#### **SECTION 3: PROJECT DESCRIPTION**

#### **BACKGROUND**

This is for maintenance on all surfaced / asphalt Roads & pavements in Senqu Municipality.

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#### **SECTION 4: PROJECT PURPOSE / OBJECTIVES**

The purpose of this bid is the appointment of a suitable and accredited service provider to supply and provide material and labour based surfacing on site training in order for road maintenance.



## SECTION 5: PROJECT SCOPE OF WORK

The scope of work to be undertaken is to cover the following:

**PRACTICAL / ONSITE TRAINING OF MUNICIPAL WORKERS AND APPOINTED BENEFICIARIES ON COMPREHENSIVE MAINTENANCE OF MUNICIPAL ROADS, BY MEANS OF LABOUR BASED SURFACING COVERING FOLLOWING CRITICAL AREAS; (with proof of CETA accreditation that has relevant SAQA ID quotes in line with the hereunder Key Performance indicators)**

1. Cold asphalt manufacture
  2. Potholes repair & maintenance
  3. Surfacing Bituminous roads & side walks
  4. Mix and apply slurry.
  5. Construction of speed humps
  6. Use and maintain small plant on site.
  7. Health and safety
  8. Paint road symbols by spray gun
- All practical work must utilize a labour-based asphalt technology that complies with recognised road standard.
  - A copy of asphalt material test result must be provided.
  - Service provider must provide portfolio of evidence where similar projects have been undertaken including projects description and contact details.
  - **NB:** A copy of training manual that will be used should be provided.

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**LBS Asphalt will be used on the following roads categories –**

- Upgrading of low volume access roads & residential streets (design speed <60km/h) from gravel to surface standard.
- Resurfacing of low volume rural access roads or residential streets (design speed <60km/h)
- Construction of sidewalk surfacing in either rural or urban environment
- Pothole repairs.

	Existing roads with an existing Bituminous surfacing	Existing gravel roads upgraded to low volume surfaced standards	New roads with new pavement structures	Sidewalks
<b>Traffic Volumes</b>	< 50 heavy vehicles per lane per day < 600 light vehicles per lane per day	< 50 heavy vehicles per lane per day < 600 light vehicles per lane per day	< 50 heavy vehicles per lane per day < 600 light vehicles per lane per day	N/A
<b>Road Class (UTG3)</b>	UC and UD	UC & UD	UC & UD	N/A
<b>Road Class (TRH4)</b>	D	D	D	N/A
<b>Minimum crossfall</b>	2% minimum (urban road) 3% minimum (rural)	2% minimum (urban road) 3% minimum (rural)	2% minimum (urban road) 3% minimum (rural)	2% minimum
<b>Side drainage</b>	<u>Urban Environment</u> Formalised stormwater system with a kerb and channel and stormwater inlet structures to remove water from road edge <u>Rural Environment</u> Final road surface at least 0.5m above natural ground level with side drains to remove water from road edge	<u>Urban Environment</u> Formalised stormwater system with a kerb and channel and stormwater inlet structures to remove water from road edge <u>Rural Environment</u> Final road surface at least 0.5m above natural ground level with side drains to remove water from road edge	<u>Urban Environment</u> Formalised stormwater system with a kerb and channel and stormwater inlet structures to remove water from road edge <u>Rural Environment</u> Final road surface at least 0.5m above natural ground level with side drains to remove water from road edge	N/A

<b>Treatment of existing surface (pre-treatment)</b>	Repair of surfacing defects such as – Potholes Crack sealing of cracks Isolated structure failures Edge break and or shoulder drop-off	The existing gravel surface is to be ripped, reshaped to an appropriate crossfall and recompacted to an appropriate density. Subsequent pavement layers shall conform to the minimum requirements below (if required)	As per below requirements	For existing gravel sidewalks, rip and re-compact the existing gravel to 75mm deep to 95% of modified AASHTO density (G6 material class)
<b>Recommended minimum pavement structure</b>	<u>DCP</u> <u>Analysis</u> ( DSN800 > <b>150</b> Pavement strength-balance category description – Well-balanced shallow	150mm G4 base (check that existing gravel wearing course meets this requirement) : 150mm G6 subbase : 150mm G7 upper	150mm G4 base: 150mm G6 subbase: 150mm G7 upper selected layer* 150mm G9 lower	75mm G6 base 100mm G9 selected layer
	structure (WBD) Averagely balanced deep structure (ABD) Poorly balanced deep structure (PBD)	selected layer* 150mm G9 lower selected layer*	selected layer*	
<b>Recommended minimum subgrade class</b>	N/A	G10 (CBR>3%)	G10 (CBR>3%)	G10 (CBR>3%)

\*Note : Upper and lower selected layers only required where in-situ subgrade material does not conform to G7 (CBR>15%) or G9 (CBR>7%)

## **COLTO Specification for LBS Asphalt – labour intensive asphalt surfacing**

### **1) SCOPE**

This specification covers the batch mixing and application of the fine or medium continuously graded cold asphalt mix marketed as LBS Asphalt, designed as a labour intensive asphalt laid to provide a nominal 25mm – 30mm final asphalt seal.

### **2) MATERIALS**

#### **A – Bituminous binder**

The specific bituminous binder used in the production of the LBS Asphalt is an anionic stable grade bitumen emulsion containing a 60% net bitumen content and shall comply to SABS 309 specifications.

#### **B – Aggregates**

The aggregates for the LBS Asphalt shall be from an approved source and comply with COLTO requirements for a Grade 3 stone as specified in sub-clause 4302 (b)

#### **C – LBS Asphalt mix**

The LBS Asphalt mix shall comprise of the following nominal proportions

Binder	60% anionic emulsion	9%
Filler	LBS Filler	20%
Sand	Crusher Dust... ..	50%
Aggregate	6.7 mm & 9.5 mm road stone	21%

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The combined grading of the aggregate mixture shall comply COLTO requirements for a fine or medium continuously graded asphalt as defined in table 4202/7

### **3) Plant and Equipment**

The required plant equipment is as specified in the bill of quantities.

### **4) CONSTRUCTION**

#### **A) Weather limitations**

The LBS Asphalt shall not be applied during periods of rainfall or when rainfall is expected and when air temperatures are below or expected to fall below 4 degrees Celsius.

#### **B) Preparation of the area to be sealed**

Areas shall be cleaned of all dust, dirt, dung, oil or any other foreign matters that may be deleterious to the asphalt seal. The area to be sealed shall be clearly demarcated.

#### **C) Application of a Prime or Tack Coat**

The Municipal's Representative shall be responsible for determining if the area to be sealed requires a prime or tack coat.

#### **D) Preparation and application of the LBS Asphalt**

The in-situ batch mixing and placement of the LBS Asphalt shall be done in accordance with the suppliers specifications.

### **5) OPENING TO TRAFFIC**

Completed sections of LBS Asphalt shall be protected from traffic for a minimum of 12 hours. The appointed Service Provider shall not allow any construction equipment which is likely to cause damage over the completed seal.

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## 6) DEFECTS

Excepting fair wear and tear, any defects to the asphalt surfacing arising from faulty or poor workmanship or non-compliance with the specification, shall be made good by the appointed Service Provider at his/her own expense within the defects liability period stated in the contract.

## 7) MEASUREMENT AND PAYMENT

As for continuously graded asphalt, this will be paid in tendered **rate per square metres (m<sup>2</sup>)**. The unit of measurement shall be the square metres of asphalt surfacing constructed to the thickness specified. The tendered rate shall include full compensation for the procurement, mixing, placement and compaction of the material as specified.

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## **SECTION 5: FINANCIAL**

Payment will be done through Senqu Local Municipality financial department.

## **MONITORING AND REPORTING**

- Payment to the service provider shall only be authorised once the product has been certified as complete and credible.

## **DUTY OF CARE**

The Service Provider shall perform the Services in accordance with the Scope of Work as detailed on these terms of reference and approved proposal with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards

All data submitted will be required to have been signed off as true and correct as at the date of verification and the service provider will be held responsible for the submission of false or incorrect information.

Any conflict between the specifications contained on the Terms of Reference document and the approved Proposal by the Service Provider, the specifications and conditions contained on the Terms of Reference document shall supersede.

## **DURATION OF THE PROJECT**

The duration of the project shall be 24 months from the date of signing of the Service Level Agreement with Senqu Municipality.

## **VALIDITY OF BID**

The validity of the offer is one hundred and twenty (120) days.

## **GENERAL CONDITIONS OF CONTRACT**

- The latest general conditions of contract and contract law will apply.
- Where special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **SPECIAL CONDITIONS OF CONTRACT**

### **COLTO Specification for LBS Asphalt – labour intensive asphalt surfacing**

## **PRICING INSTRUCTIONS**

### **SECTION 2.3: PRICING SCHEDULE**

Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

2.3.1 Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has considered when developing his prices.

2.3.2 The short descriptions given in the pricing schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the specific conditions of contract as well as under the scope of work.

2.3.3 For the pricing schedule, the following words shall have the meanings hereby assigned to them:

2.3.3.1 Unit means the unit of measurement for each item of work.

2.3.3.2 Quantity means the number of units of work for each item.

2.3.3.3 Rate means the agreed payment per unit of measurement.

2.3.3.4 Amount means the product of the quantity and the agreed rate for an item.

2.3.3.5 Sum means an agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.

2.3.4 A rate, sum, percentage fee and/or price as applicable, is to be entered against



each item in the pricing schedule. An item against which no price is entered will be covered by the other prices or rates in the pricing schedule.

2.3.5 The rates, sums, percentage fees and prices in the pricing schedule are to be

fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Special Condition of Contract and the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.

2.3.6 Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing schedule. In respect of time- based services, the allocation of staff must be agreed with the employer before such services are rendered.

2.3.7 All rates, sum, percentage fees or prices (as applicable) tendered in the pricing schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.

2.3.8 The pricing to be indicated in Section A is based on estimated quantities from the previous year and is only used for evaluation purposes.

2.3.9 For section A only, firm pricing will be accepted, non-firm prices (including prices subject to rates of exchange variations) will not be considered.

2.3.10 The rates quoted in the section A of the pricing schedule will be applicable as from

**The signing of a Service Level Agreement.** Subsequent years will be subject to

Section B of the pricing schedule.

2.3.11 The bid will be evaluated based on the total cost of contract, in other words the

rates multiplied by the quantities for the first year as per section A of the price schedule after

which the quoted escalation rates as  
per Section B of the Bidding schedule will be applied to the annual cost  
excluding the once off  
implementation cost, if any

**2.3.12 No other format of pricing schedule, as prescribed in the pricing schedule below will be allowed**

**2.3.13 SECTION (A) OF PRICING SCHEDULE  
(Add Remove as per tender requirements)**

**Year 1**

**Construction Education Training Authority (CETA) ACCREDITED  
ROADWORKS SKILLS PROGRAMME INCLUDING RESOURCES  
COSTING SUMMARY –**

**Based on a 12-week Incubator training program for 32 beneficiaries  
(women & Youth)**

Description	Quantity	Other	Total (R)
<b>SITE ESTABLISHMENT</b>	lump sum	<b>1</b>	
Asphalt Batch-mixing work platform 7m X 7m	lump sum	<b>1</b>	
On site two (2) toilets	lump sum	<b>1</b>	
<b>SUM 1</b>			

Item no.	Plant, Tools and Equipment	Quantity/Unit	Unit Rate (R)	Total (R)
----------	----------------------------	---------------	---------------	-----------

<b>1</b>	600kg double drum roller & Trailer	<b>1</b>		
<b>2</b>	1000L water cart trailer	<b>1</b>		
<b>3</b>	12 foot shipping container	<b>1</b>		
<b>4</b>	Concrete Saw	<b>1</b>		
<b>5</b>	Spade shovel	<b>20</b>		
<b>6</b>	Road rake wooden handle	<b>5</b>		
<b>7</b>	Block Brush Synthetic	<b>4</b>		
<b>8</b>	Bucket Builders triangular black	<b>4</b>		
<b>9</b>	Pick Head (3kg)	<b>6</b>		
<b>10</b>	Pick Handle wood 1st Grade	<b>6</b>		
<b>11</b>	Hammer Club 1.8kg	<b>5</b>		
<b>12</b>	Chisel 5mm flat blade	<b>2</b>		

13	Steel Square tubing 30 mm x 30 mm x 6 metre (5 mm thickness)	20		
14	1 kg Concrete nails 6"	4		
15	Brooms P/Tform 450 hard PVC	12		
16	Hand Stamper dynamic road square	4		
17	50m Tape Measure	2		
18	Rags Mixed colour-vest 5 kg	2		
19	Wheel Barrow Medium duty	12		
20	Watering cans blow moulded 10 litres	30		
21	Levelling bar-3 metres welded handles	2		
22	Red roadside flags 600mm	8		
23	Roadside cones 400mm	20		
24	Paint Scraper 125mm	4		
25	Squeegees 610mm all steel	6		
26	Vibratory pedestrian asphalt roller Bomag 60/75	1		
27	Measuring wheel	1		
28	Pliers	5		
29	25 litre Bucket measuring container	6		
30	Standad Size trowels	4		
31	Bag of Rags	2		
32	100 m fishline	2		
33	Rolls Plastics	2		
34	Miscellaneous	Provisional Sum		20 000
35	SUM 2			
MATERIAL IN MT (Metric Tons)		Tons	Unit Rate	Total (R)
28	LBS Filler	46		
29	Bitumen emulsion	21		
30	Crusher sand	120		
31	6.7 mm roadstones	22		
32	9.5 mm roadstones	34		
33	G5 Material	10		
SUM 3				
CETA ACCREDITED ROADWORKS TRAINING & MENTORSHIP ALIGNED TO RECOGNIZED SAQA UNIT	NQF Level	Total Sum Based on the Number of beneficiaries		

STANDARDS AND NQF LEVEL INDICATED BELOW:			
34	Prebatch & Mix Materials on site (Asphalt premix)	2	
35	Pothole/Surface Repair and Maintenance and Construction of Speedhumps	2	
	Methodology)		
36	Surfacing Bituminous Roads and Sidewalks	3	
37	Health and Safety	2	
38	Use & Maintain Small plant on site	2	
39	Construct Precast Kerbs & Channels on site	3	
40	Paint Road Symbols by Spray gun	2	
SUM 4			

**TOTAL SUM: SUM 1 + SUM 2 + SUM 3 + SUM 4**

**N.B. The total Sum will be regarded as UNIT RATE as this is a Unit Rate Contract and not Lumpsum**

## Year 2

### Construction Education Training Authority (CETA) ACCREDITED ROADWORKS SKILLS PROGRAMME INCLUDING RESOURCES COSTING SUMMARY –

Based on a 12-week Incubator training program for 32 beneficiaries (women & Youth)

Description	Quantity	Other	Total (R)
<b>SITE ESTABLISHMENT</b>	lump sum	<b>1</b>	
Asphalt Batch-mixing work platform 7m X 7m	lump sum	<b>1</b>	
On site two (2) toilets	lump sum	<b>1</b>	

SUM 1				
Item no.	Plant, Tools and Equipment	Quantity/Unit	Unit Rate (R)	Total (R)
1	600kg double drum roller & Trailer	1		
2	1000L water cart trailer	1		
3	12 foot shipping container	1		
4	Concrete Saw	1		
5	Spade shovel	20		
6	Road rake wooden handle	5		
7	Block Brush Synthetic	4		
8	Bucket Builders triangular black	4		
9	Pick Head (3kg)	6		
10	Pick Handle wood 1st Grade	6		
11	Hammer Club 1.8kg	5		
12	Chisel 5mm flat blade	2		
13	Steel Square tubing 30 mm x 30 mm x 6 metre (5 mm thickness)	20		
14	1 kg Concrete nails 6"	4		
15	Brooms P/Tform 450 hard PVC	12		
16	Hand Stamper dynamic road square	4		
17	50m Tape Measure	2		
18	Rags Mixed colour-vest 5 kg	2		
19	Wheel Barrow Medium duty	12		
20	Watering cans blow moulded 10 litres	30		
21	Levelling bar-3 metres welded handles	2		
22	Red roadside flags 600mm	8		
23	Roadside cones 400mm	20		
24	Paint Scraper 125mm	4		
25	Squeegees 610mm all steel	6		
26	Vibratory pedestrian asphalt roller Bomag 60/75	1		
27	Measuring wheel	1		
28	Pliers	5		
29	25 litre Bucket measuring container	6		
30	Standard Size trowels	4		
31	Bag of Rags	2		
32	100 m fishline	2		
33	Rolls Plastics	2		
34	Miscellaneous	Provisional Sum		20 000

35	SUM 2			
MATERIAL IN MT (Metric Tons)		Tons	Unit Rate	Total (R)
28	LBS Filler	46		
29	Bitumen emulsion	21		
30	Crusher sand	120		
31	6.7 mm roadstones	22		
32	9.5 mm roadstones	34		
33	G5 Material	10		
SUM 3				
CETA ACCREDITED ROADWORKS TRAINING & MENTORSHIP ALIGNED TO RECOGNIZED SAQA UNIT  STANDARDS AND NQF LEVELS INDICATED BELOW:		NQF Level	Total Sum Based on the Number of beneficiaries	
34	Prebatch & Mix Materials on site (Asphalt premix)	2		
35	Pothole/Surface Repair and Maintenance and Constrction of Speedhumps	2		
	Methodology)			
36	Surfacing Bituminous Roads and Sidewalks	3		
37	Health and Safety	2		
38	Use & Maintain Small plant on site	2		
39	Construct Precast Kerbs & Channels on site	3		
40	Paint Road Symbols by Spray gun	2		
SUM 4				
TOTAL SUM: SUM 1 + SUM 2 + SUM 3 + SUM 4				

<b>N.B. The total Sum will be regarded as UNIT RATE as this is a Unit Rate Contract and not Lumpsum</b>
---

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

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

**NAME OF BIDDER:** \_\_\_\_\_

**TENDER NUMBER:**

**CLOSING DATE:**                      **TIME: 12H00**

OFFER TO BE VALID FOR **ONE HUNDRED AND TWENTY (120) DAYS** FROM THE CLOSING DATE OF BID.

-      **REQUIRED BY:** \_\_\_\_\_  
         -

-      **AT:** \_\_\_\_\_  
         -

•      **BRAND AND MODEL OFFERED** \_\_\_\_\_

•      **COUNTRY OF ORIGIN** \_\_\_\_\_

-      **DOES THE OFFER COMPLY WITH ALL SPECIFICATIONS?**      **YES/NO\***

•      **IF NOT TO SPECIFICATION, INDICATE DEVIATION(S) AND SUBMIT FULL TECHNICAL DETAIL AND DRAWINGS ON DEVIATIONS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

•      **DELIVERY PERIOD:** \_\_\_\_\_ **DAYS/WEEKS/MONTHS**

•      **DELIVERY BASIS:** \_\_\_\_\_ **FIRM/NOT FIRM**



**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	<div style="display: flex; justify-content: space-between;"> <span>HOURLY RATE</span> <span>DAILY RATE</span> </div> <div style="display: flex; justify-content: space-between;"> R----- R----- R----- R----- R----- </div>
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT	<div style="display: flex; justify-content: space-between;"> R----- <div>----- days</div> </div> <div style="display: flex; justify-content: space-between;"> R----- <div>----- days</div> </div> <div style="display: flex; justify-content: space-between;"> R----- <div>----- days</div> </div>

-----

R----- days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, 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.  
.....  
.....

## **DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE) (MBD 4)**

---

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

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

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

3.2 Identity Number:  
.....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars.....

.....  
..

<sup>1</sup> 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.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

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

3.11.1 If yes, furnish particulars

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

3.12.1 If yes, furnish particulars.

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

3.13.1 If yes, furnish particulars.

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....

**Signature**

.....

**Date**

.....

**Capacity**

.....

**Name of Bidder**

**DECLARATION (VALIDITY OF INFORMATION PROVIDED)**

I.....declare that the information provided is true and correct, the signature to this application is duly authorized and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Senqu Municipality

.....

**SIGNATURE OF DECLARER**

.....

**DATE**

.....  
**POSITION OF DECLARER**

**NAME OF COMPANY OF SERVICE  
PROVIDER**

Should the applicant have, in the opinion of the Senqu Municipality, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to this application, then the Senqu Municipality may, in its sole discretion:

- \* Ignore any bids without advising the bidder thereof
- \* Cancel any contract without prejudice to any legal rights the Senqu Municipality may have

**Should the applicant disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the Senqu Municipality and such applicant.**

## **MBD 6.1**

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

---

#### **1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of R 30 000.00 up to R 50 000 000.00 (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 The value of this bid is estimated NOT to exceed R50 000 000.00 (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	80
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b><u>100</u></b>
1.4 <b>Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.</b>	
1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.	

## **2. DEFINITIONS**

- 2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** 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;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;



- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have

scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### **4. POINTS AWARDED FOR PRICE**

##### **4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20 or 90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### **5. Points awarded for B-BBEE Status Level of Contribution**

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Non-compliant contributor	0	0
---------------------------	---	---

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

## **7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

## **8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor? .....

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

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

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

9.1 Name of firm .....

9.2 VAT registration number : .....

9.3 Company registration number  
..... :

### **9.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety

- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

## 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

## 9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

## 9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number

.....

Stand Number

.....

## 9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

- 9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract

have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDER(S)

DATE:.....

**ADDRESS:**

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

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

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

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

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

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:

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

## 2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

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



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

YES / NO

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID No.** .....

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):

.....

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

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

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

Bid price, excluding VAT (y)	R
Imported content (x)	R

Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

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

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## SAT 1286.2011

[illegible]

## **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) **Senqu Local Municipality** in accordance with the requirements and specifications stipulated in bid number ..... 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;
    - Tax clearance certificate;
    - 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 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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 number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(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 AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

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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? <b><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 <i>audi alteram partem</i> rule was applied).</u></b>  <u>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	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 bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

in response to the invitation for the bid made by:

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(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Position

.....  
Date

.....  
Name of Bidder

**ANNEXURE A**  
**PAST EXPERIENCE WITH OTHER INSTITUTIONS**

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Bidders must furnish hereunder details of similar work/service, which they have satisfactorily completed in the past. The information shall include a description of the Work, the Contract value, name of Employer and Employer's contact details.

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

.....  
**DATE**

.....  
**SIGNATURE OF BIDDER**

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: .....

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Company Registration Number: .....

VAT Number: .....

Bank Name and Branch: .....

Bank Account Number: .....

Professional Registration Details: .....

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Professional Indemnity Details: .....

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**ANNEXURE B**  
**JOINT VENTURE DISCLOSURE FORM**

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**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 SENQU 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:

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

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.....  
.....

**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 .....

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

(iii) Anticipated on-going capital contributions in Rands .....

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.....  
.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....  
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.....

**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

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.....

(b) Authority to enter into contracts on behalf of the Joint Venture

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

(c) Signing, co-signing and/or collateralising of loans

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.....

(d) Acquisition of lines of credit

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.....

.....

(e) Acquisition of performance bonds

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.....

(f) Negotiating and signing labour agreements

.....

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**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,

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- (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?

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- (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

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## **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.....

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Signature.....  
Duly authorised to sign on behalf of.....  
Name .....  
Address.....  
Telephone .....  
Date .....

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(Continue as necessary)

**ANNEXURE C**  
**DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY SENQU MUNICIPALITY)**

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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 SENQU 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 SENQU 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 SENQU MUNICIPALITY or its Senqu Municipality administration and who may be involved with the evaluation, preparation and/or adjudication of this bid?

Yes/No

If so, state particulars

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

Yes/No

If so, state particulars

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**SIGNATURE OF DECLARER**

**DATE**

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**POSITION OF DECLARER**

**NAME OF COMPANY OR BIDDER**

**ANNEXURE D**  
**DECLARATION (VALIDITY OF INFORMATION PROVIDED)**

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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 Senqu Municipality.

.....  
**SIGNATURE OF DECLARER**

.....  
**DATE**

.....  
**POSITION OF DECLARER**

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

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

- \* Ignore any bids without advising the bidder thereof
- \* Cancel the contract without prejudice to any legal rights the SENQU 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 SENQU MUNICIPALITY and such bidder.

## **ANNEXURE E**

### **BID CHECK LIST**

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All Senqu Local 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 Senqu Municipality.

