

**PART A  
INVITATION TO BID**

BID NUMBER:	LDPWRI-R/20774	CLOSING DATE:	05 May 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR DECOMMISSIONING OF FUEL TANKS AND LAND REMEDIATION ACROSS 05 DISTRICTS WITHIN THE LIMPOPO PROVINCE FOR A PERIOD OF 24 MONTHS				
DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE					
CORNER RIVER AND BLAAUWBERG STREETS					
LADANNA					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR MOTSOPE N		CONTACT PERSON	Mr Gafane MJ	
TELEPHONE NUMBER	015 284 7126		TELEPHONE NUMBER	015 284 7500	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MotsopyeNJ@dpw.limpopo.gov.za		E-MAIL ADDRESS	GafaneM@dpw.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [(IF YES ENCLOSE PROOF)]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [(IF YES, ANSWER THE QUESTIONNAIRE BELOW)]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

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

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

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

Name of bidder.....	Bid number... <b>LDPWRI-R/20774</b>
.....	
Closing Time 11:00	Closing date... <b>05 May 2026</b>
.....	

OFFER TO BE VALID FOR **120**..... DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by: .....
- At: .....
- Brand and model: .....
- Country of origin: .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery: .....  
\*Delivery: Firm/not firm
- Delivery basis: .....

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

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

\*Delete if not applicable

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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<sup>2</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.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) The 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

**2. DEFINITIONS**

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

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

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by People with Disabilities (Attach Disability certificate issued by health professionals)	2	
Enterprises owned by Women (Attach Central Supplier Database (CSD).)	7	
Small, Medium and Micro Enterprises (SMMEs). (Attach Central Supplier Database (CSD).)	2	
Enterprises owned by Youth. (Attach Central Supplier Database (CSD).)	4	
Enterprises located in Limpopo Province (Attach Municipal Utility Bills or Lease Agreement or Proof of Residence from Tribal Authority/Municipal Council)	5	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

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**LDPWRI-ROADS-20774: TERMS OF REFERENCE FOR APPOINTMENT OF SERVICE PROVIDER FOR DECOMMISSIONING OF FUEL TANKS ( ABOVE GROUND STORAGE TANKS AND UNDERGROUND STORAGE TANKS ) AND LAND REMEDIATION ACROSS 05 DISTRICTS WITHIN THE LIMPOPO PROVINCE FOR A PERIOD OF 24 MONTHS**

**1. PROJECT DESCRIPTION**

The Limpopo Department of Roads Infrastructure seeks to invite qualified contractors to submit bids for the safe decommissioning , removal, and disposal of fuel storage tanks and associated infrastructure across 05 Districts within the Limpopo Province. The work includes (a) Above-Ground Storage Tanks (ASTs) (b) Underground Storage Tanks (USTs) and (c) Associated pipework , pumps and (d)

**2. APPLICABLE LEGISLATION AND STANDARDS**

All works to be carried out must comply with the following

- National Environmental Management Act (NEMA ) ACT 107 of 1998 ( Framework for environmental law; requires environmental authorisation where applicable
- National Environmental Management Act :Waste Act (Act 59 of 2008) (regulates the handling and disposal of hazardous waste )
- Waste classification and management regulations and Minimum requirements for waste disposal by landfill.
- Occupational Health and Safety Act (safety requirements for all site works including hazardous chemical substance )
- Hazardous Substance Act
- National Water Act ( protection of ground water contamination )

**2.1 SOUTH AFRICAN NATIONAL STANDARDS :**

**2.1.1 FUEL STORAGE & TANKS**

- SANS 10089 (Petroleum Products Storage & Distribution
- SANS 1535
- SANS 10131

**2.1.2 FIRE& EXPLOSION SAFETY**

- SANS 10400-T
- SANS 60079

### **2.1.3 HAZARDOUS LOCATIONS & ELECTRICAL**

- SANS 10108

### **3. SCOPE OF WORK**

The contractor shall provide all labour, equipment, materials and supervision required to safely execute the following :

#### **3.1 SITE ESTABLISHMENT AND PREPARATION**

#### **3.2 PRODUCT ISOLATION AND REMOVAL**

#### **3.3 DEGASSING AND CLEANING**

#### **3.4 TANK DECOMISIONING**

- (I) TANK REMOVAL

#### **3.5 ASSOCIATED INFRASTRUCTURE REMOVAL**

- FUEL PIPELINES
- PUMPS AND DISPENSERS
- VALVES AND FITTINGS
- ELECTRICAL CONNECTIONS

#### **3.6 WASTE MANAGEMENT AND DISPOSAL**

- SLUDGE
- CONTAMINATED WATER
- TANK MATERIAL
- DISPOSAL CERTIFICATES
- 

#### **3.7 SOIL ASSESMENT AND REMEDIATION**

- VISUAL INSPECTION FOR CONTAMINATION
- SOIL SAMPLING AND LABORATORY TESING FOR HYDROCARBORN
- REMOVAL AND DISPOSAL OF CONTAMINATED SOIL
- BACKFILLING WITH CLEAN MATERIAL

#### **3.8 SITE REHABILITATION**

- BACKFILLING AND COMPACTION
- SURFACE REINSTATEMENT (SOIL, PAVEMENT OR CONCRETE)
- SITE LEVELLING AND CLEAN UP
- 
- 

#### **3.9 DOCCUMENTATION , SITE HANDOVER AND CLOSURE REPORT**

- METHOD STATEMENTS
- SAFETY FILES
- WASTE DISPOSAL CERTIFICATES
- COMPLETION REPORT
- AS BUILT DRAWINGS (IF APPLICABLE)

#### **4. DECOMMISSIONING OF BULK FUEL STORAGE TANKS AND ASSOCIATED INFRASTRUCTURE**

4.1.1 Decommissioning must be done in accordance with American Petroleum Institute (API) 1604 or APEA/IP: Design, construction modification, and decommissioning of filling stations ("Blue Book"), chapter 15 as per SANS 10089:3 and 10131.

4.1.2 Decommissioning is subject to the approval of the relevant authorities i.e. approval from the local Municipality and the Department of Forestry, Fisheries and Environment (DFFE), if an authorisation is required from DFFE based on the scope of the works.

4.1.3 Must obtain a Permit to Work for entry into a confined space where entry into the tank is required as per the General Safety Regulations, May of 1986.

4.1.4. Must drain dispensers of residual petrol and purge with nitrogen as per SANS 10131 and 10089. The suction entries must be plugged off before the dispenser is placed in storage or despatched for scrap.

4.1.5 Must be ISO 9001 certified. Provide unique ref number of ISO 9001 certificate and a copy of the certification.

4.1.6 Must provide evidence of works completed similar to the scope of works for the past five years as well as documented evidence of the skills, competencies and experience of personnel used in the decommissioning of the tanks.

4.1.7. Must provide three references from Clients of similar work done. Reference letter with contact details, knowledge, skill and competency required for the achieved conformity of the product as per ISO 9001.

4.1.8. All work shall comply with applicable South African legislation, SANS codes, and local authority by -laws . The contractor shall be fully responsible for environmental compliance and remediation.

#### **5. REHABILITATION AND SPILLAGE CLEAN UP**

5.1.1 Must be certified in terms of ISO 9001 and ISO 14001. Certification to be provided.

5.1.2 Must be registered as a Waste handler and transporter. Registration certificates must be provided as evidence.

5.1.3 Must provide evidence of works completed similar to the scope of works for the past five years.

Must provide three references from Clients of similar work done.

5.1.4. Must provide qualified HAZMAT technicians who will be on standby across South Africa to attend to any major emergency spill.

## **6. HAZMAT TECHNICIANS REQUIREMENTS:**

6.1.1. Must be trained in Dangerous Goods Handling and Spill response. Must be accredited in terms of the National Fire Protection Association 472.

6.1.2. Must provide a 24 hour/7 day/365 days rapid response for major hazardous fuel spills and discharges.

6.1.3 Must provide a 24hr Emergency spill response and clean up for National Environmental Management Act Section 30 Incidents

6.1.4 Must provide a 24hr Emergency spill response and clean up for National Water Act Section 20 control of emergency Incidents

6.1.5 Must conduct analysis and classification of the contaminated waste in terms of SANS 10234 and provide the Safety Data Sheet of the classified waste as per the Hazardous Chemical Substances Regulations (2021).

6.1.6. Must transport waste in accordance with Government Notice R 225 to the National Road Traffic Act of 1996, including the associated SANS 10228,10229,10231,10406 and 10206 Codes of Practice

## **7. DESCRIPTION OF SITE**

Areas of work or sites will allocated upon appointment as and when work is to be done .

## **8. PROJECT DURATION AND HOURS OF WORK**

The duration of this appointment will be for a period of twenty four (24) months. The work shall be completed within the hours of daylight.

## 9. SCHEDULE OF QUANTITIES

### Preamble to the Schedule of Quantities

- a. The Conditions of Contract, and the Project Specification are to be read in conjunction with the Schedule of Quantities and, if applicable, shall be referred to for details of the description, quality, test and strength of material used and the Workmanship, conditions, obligations, liabilities and instructions generally, which shall be complied with in carrying out this Contract. The cost of complying with all conditions, obligations and liabilities described in the Conditions of Contract, Specifications and in the Schedule of Quantities, including all overhead charges and profit and carrying out the work as specified, shall be deemed to be spread over and included in the price or sums stated by the Contractor in the Schedule of Quantities.
- b. Descriptions in the Schedule of Quantities are abbreviated and refer to the relevant test methods. Should any requirement of the measurement and payment clause of Project Specification, conflict with the terms of the Schedule or, when relevant, of the Standard system of Measurement of Civil Engineering Quantities for SA, the requirements of the, Project or specification, as applicable, shall prevail.
- c. The prices and rates to be inserted in the Schedule of Quantities are to be the 17 items.
- d. Such rates and prices shall cover all costs and expenses that may be required in and for the testing of the works described, and shall cover the cost of all general risks, profits, taxes, liabilities, and obligations set forth or implied in the documents on which the Quotation is based (excluding VAT).
- e. Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which a rate only is required, or which already have Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then the bid will be disqualified on the basis of incomplete pricing schedule.
- f. All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate.
- g. The Tenderer shall fill in rates for all items where the words "rate only" appears in the "Amount" column. The intention is that although no works is foreseen under such an item, and no quantities are accordingly given in the "Quantity" column, the tendered rate shall apply in the event of work under this item being actually required.
- h. The Tenderer is to note that the quantities are estimated for comparative purposes and may change. Any changes will be agreed with the service provider at the time of appointment or issuing out of work orders .

- i. The tenderer is to take note that for the purposes of excavation, an excavator would be required and as such, when pricing is compiled for the quantities, it should also be accounted for in the final quotation.
- j. The Tenderer shall complete the schedule of quantities in full, and in areas (districts) where there is no intention to bid, it must be indicated as such (and no space shall be left open).
- k. The Department reserves the right to negotiate the price and reserves the right not to award the tender to the lowest priced tender.
- l. The awarding of the bid shall be per district and the will be limited to one bidder
- m. Travelling kilometres will only be referenced from a central point ( District Municipality) within the District where the Tenderer is awarded.

**10. EVALUATION CRITERIA**

**STAGE 1:**

**PREQUALIFICATION CRITERIA**

Item No	<p>The following documents are to be submitted with the bid:</p> <ul style="list-style-type: none"> <li>▪ Tax compliant CSD detailed report.</li> <li>▪ Certified copy of company registration certificate (eg, ck, cm, etc)</li> <li>▪ Original certified id copies of shareholders/directors</li> <li>▪ Letter from a health professional not more than 12 months old from date issue (in case of persons living with disabilities)</li> <li>▪ Proof of business address/lease agreement</li> <li>▪ Most recent financial statements.</li> </ul> <p><b>Non-compliance to the below administrative requirements will automatically disqualify the bidders</b></p>
1	Duly completed and signed power of attorney / authority for signatory
2	Join Venture Agreement shall be completed and duly signed
3	Bid document shall be submitted in its original form
4	Non – completion and / or non-signing of the following essential standard bidding documents (SBD) / forms SBD 1; SBD 3.1, SBD 4. And SBD 6.1
5	Non completion of pricing schedules and price amendments without signature.
6	Failure to duly sign and complete certificate on non- collusion

7	Completion of the bid document (or returnable schedules) using a pencil
8	Failure to complete a bid document in full permanent black ink not typed

**STAGE 2: EVALUATION CRITERIA**

- I. Only bid proposals that meets pre-qualification and mandatory requirement will be considered to be evaluated further on stage 2 functionality criteria,
- II. The bidder must score a minimum of 65% (depending on the nature of the project) during Stage 2 (functionality ) of the evaluation to qualify for Stage 3 of the evaluation where only points for price and departmental specific goals on preferential procurement will be considered.

CRITERIA	Maximum number of points	POINTS SCORED
<b>1. COMPANY'S EXPERIENCE</b>  Company/Entity's experience decommission of fuel tanks and land remediation .Company's number of completed projects in the past 5 years in decommissioning of above ground storage tanks and underground storage tanks (a) 0 project = (0) (b) 1-5 projects = (10 ) (c) 6-9 projects = (15)	25	

<p>(d) 10 projects and above (25)</p> <p><b>Notes :</b></p> <ul style="list-style-type: none"> <li>- Attach valid appointment letters and completion certificates from the client ( Signed and dated with contactable references )</li> </ul>		
<p><b>2. CORE TEAM MEMBERS</b></p> <p><b>2.1 PROJECT MANAGER</b></p> <p><b>NQF LEVEL 07 (Civil Engineer)</b></p> <p>(e) 0 years = (0)</p> <p>(f) 5years = (5)</p> <p>(g) 10 years = (10)</p> <p>(h) Above 10 years (25)</p> <p>(Detailed CV with specified and proven experience in fuel tank decommissioning or petro-chemical projects )</p> <p>Registration with the following professional council</p> <ul style="list-style-type: none"> <li>- Engineering Council of South Africa (<b>ECSA</b>)</li> </ul> <p><b>2.2 SITE SUPERVISOR</b></p>	<p>25</p>	<p>15</p>

<p><b>NQF Level 07 (Civil Engineering Technologist)</b></p> <p>(a) 0 years = (0)  (b) 1-2 years = (5)  (c) 3-5 years = (15)</p> <p>(Detailed CV with specified and proven experience in fuel tank decommissioning or petro-chemical projects)</p> <p><b>2.3 HEALTH &amp; SAFETY OFFICER</b></p> <p><b>NQF Level 6 (Occupational Health and Safety )</b></p> <p>(a) 0 years = (0)  (b) 1-2 years = (5)  (c) 3-5 years = (15)</p> <p><b>Qualification</b></p> <p><b>Diploma/in Occupational Health and Safety</b></p> <p>(Detailed CV with specified and proven experience in fuel tank decommissioning or petro-chemical projects)</p> <p><b>Registration :</b></p> <p>South African Council for the Project and Construction Management Professions (<b>SACPCMP</b>)</p>	<p style="text-align: center;"><b>15</b></p> <p style="text-align: center;"><b>20</b></p>
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<p><b>2.4 ENVIRONMENTAL SPECIALIST</b></p> <p><b>NQF Level 08</b></p> <p>(a) 0 years = (0)  (b) 1-2 years = (5)  (c) 3-5 years = (15)  (d) 6 years and above = (20)</p> <p><b>Qualifications</b></p> <ul style="list-style-type: none"> <li>- BSC Degree in Environmental Science</li> <li>- Registration with the Council South African Council for Natural Scientific Professions (SACNAPS)</li> </ul> <p><b>Experience</b></p> <p>Detailed CV with specified and proven experience in fuel tank decommissioning or petro-chemical projects and land remediation (soil and groundwater contamination )</p>		
<b>TOTAL</b>		<b>100</b>

**SCHEDULE OF QUANTITIES CAPRICORN DISTRICT**

Item No	Description	Unit	Quantity	Rate	Amount
1.	Site establishment and Mobilization /demobilization	Sum			
2.	Permits and approval	Sum			
3.	HSE documentation and Methods Statements	Sum			
4.	Product removal	Litre	1		
5.	Sludge Removal	M <sup>3</sup>	1		
6.	<b>Above Ground Storage Tanks (ASTs)</b>				
6.1	Disconnect services & piping	Tank	1		
6.2	Dismantling & cutting	Ton	1		
6.3	Removal from Site	Tank	1		
6.4	Scrap handling and disposal	Ton	1		
7.	<b>UNDERGROUND STORAGE TANKS (USTs)</b>				
7.1	Excavation	M <sup>3</sup>	1		
7.2	Tank removal	Per tank	1		
7.3	Back filling and compaction	M <sup>3</sup>	1		
8	<b>CLOSURE</b>				
8.1	Tank cleaning	Tank	1		
8.2	Filling with inert material	M <sup>3</sup>	1		
8.3	Sealing	Tank	1		
9.	<b>ANCILIARY INFRASTRUCTURE</b>				
9.1	Pipeworks removal	m	1		

9.2	Pump & dispenser removal	No.	1	
9.3	Electrical disconnection	Sum		
10.	<b>ENVIRONMENTAL ASSESSMENT</b>			
10.1	Soil sampling	Sample		
10.2	Laboratory analysis ( hydrocarbon )	Sample		
10.3	Groundwater testing	Sample		
11.	<b>WASTE MANAGEMENT</b>			
11.1	Hazardous waste transport	Ton		
11.2	Hazardous waste disposal	Ton	1	
11.3	Waste disposal certificates	Sum	1	
12	<b>SITE REMEDIATION</b>			
12.1	Soil remediation	M <sup>3</sup>	1	
12.2	Groundwater remediation	Sum		
12.3	Emergency Spill response	Sum		
13	<b>SITE REMEDIATION</b>			
13.1	Backfilling	M <sup>3</sup>	1	
13.2	Compaction ( 98% Ash Mod )	M <sup>3</sup>	1	
13.3	Surface restoration ( asphalt or concrete )	M <sup>2</sup>	1	
13.4	Landscaping /topsoil	M <sup>2</sup>	1	
14	<b>PROJECT CLOSURE AND REPORTING</b>			
14.1	Closure report	Sum		
14.2	As built drawings	Sum		

<b>SUB TOTAL</b>
<b>VAT</b>
<b>TOTAL</b>

**SCHEDULE OF QUANTITIES VHEMBE DISTRICT**

Item No	Description	Unit	Quantity	Rate	Amount
1.	Site establishment and Mobilization /demobilization	Sum			
2.	Permits and approval	Sum			
3.	HSE documentation and Methods Statements	Sum			
4.	Product removal	Litre	1		
5.	Sludge Removal	M <sup>3</sup>	1		
6.	<b>Above Ground Storage Tanks (ASTs)</b>				
6.1	Disconnect services & piping	Tank	1		
6.2	Dismantling & cutting	Ton	1		
6.3	Removal from Site	Tank	1		
6.4	Scrap handling and disposal	Ton	1		
7.	<b>UNDERGROUND STORAGE TANKS (USTs)</b>				
7.1	Excavation	M <sup>3</sup>	1		
7.2	Tank removal	Per tank	1		
7.3	Back filling and compaction	M <sup>3</sup>	1		

8	<b>CLOSURE</b>				
8.1	Tank cleaning	Tank	1		
8.2	Filling with inert material	M <sup>3</sup>	1		
8.3	Sealing	Tank	1		
9.	<b>ANCILIARY INFRASTRUCTURE</b>				
9.1	Pipeworks removal	m	1		
9.2	Pump & dispenser removal	No.	1		
9.3	Electrical disconnection	Sum			
10.	<b>ENVIRONMENTAL ASSESSMENT</b>				
10.1	Soil sampling	Sample			
10.2	Laboratory analysis ( hydrocarbon )	Sample			
10.3	Groundwater testing	Sample			
11.	<b>WASTE MANAGEMENT</b>				
11.1	Hazardous waste transport	Ton			
11.2	Hazardous waste disposal	Ton	1		
11.3	Waste disposal certificates	Sum	1		
12	<b>SITE REMEDIATION</b>				
12.1	Soil remediation	M <sup>3</sup>	1		
12.2	Groundwater remediation	Sum			
12.3	Emergency Spill response	Sum			
13	<b>SITE REMEDIATION</b>				
13.1	Backfilling	M <sup>3</sup>	1		

13.2	Compaction ( 98% Ash Mod )	M <sup>3</sup>	1		
13.3	Surface restoration ( asphalt or concrete )	M <sup>2</sup>	1		
13.4	Landscaping /topsoil	M <sup>2</sup>	1		
14	<b>PROJECT CLOSURE AND REPORTING</b>				
14.1	Closure report	Sum			
14.2	As built drawings	Sum			
<b>SUB TOTAL</b>					
VAT					
<b>TOTAL</b>					

**SCHEDULE OF QUANTITIES MOPANI DISTRICT**

Item No	Description	Unit	Quantity	Rate	Amount
1.	Site establishment and Mobilization /demobilization	Sum			
2.	Permits and approval	Sum			
3.	HSE documentation and Methods Statements	Sum			
4.	Product removal	Litre	1		
5.	Sludge Removal	M <sup>3</sup>	1		
6.	<b>Above Ground Storage Tanks (ASTs)</b>				

6.1	Disconnect services & piping	Tank	1	
6.2	Dismantling & cutting	Ton	1	
6.3	Removal from Site	Tank	1	
6.4	Scrap handling and disposal	Ton	1	
7.	<b>UNDERGROUND STORAGE TANKS (USTs)</b>			
7.1	Excavation	M <sup>3</sup>	1	
7.2	Tank removal	Per tank	1	
7.3	Back filling and compaction	M <sup>3</sup>	1	
8	<b>CLOSURE</b>			
8.1	Tank cleaning	Tank	1	
8.2	Filling with inert material	M <sup>3</sup>	1	
8.3	Sealing	Tank	1	
9.	<b>ANCILIARY INFRASTRUCTURE</b>			
9.1	Pipeworks removal	m	1	
9.2	Pump & dispenser removal	No.	1	
9.3	Electrical disconnection	Sum		
10.	<b>ENVIRONMENTAL ASSESSMENT</b>			
10.1	Soil sampling	Sample		
10.2	Laboratory analysis ( hydrocarbon )	Sample		
10.3	Groundwater testing	Sample		
11.	<b>WASTE MANAGEMENT</b>			
11.1	Hazardous waste transport	Ton		

11.2	Hazardous waste disposal	Ton	1	
11.3	Waste disposal certificates	Sum	1	
12	<b>SITE REMEDIATION</b>			
12.1	Soil remediation	M <sup>3</sup>	1	
12.2	Groundwater remediation	Sum		
12.3	Emergency Spill response	Sum		
13	<b>SITE REMEDIATION</b>			
13.1	Backfilling	M <sup>3</sup>	1	
13.2	Compaction ( 98% Ash Mod )	M <sup>3</sup>	1	
13.3	Surface restoration ( asphalt or concrete )	M <sup>2</sup>	1	
13.4	Landscaping /topsoil	M <sup>2</sup>	1	
14	<b>PROJECT CLOSURE AND REPORTING</b>			
14.1	Closure report	Sum		
14.2	As built drawings	Sum		
	<b>SUB TOTAL</b>			
	<b>VAT</b>			
	<b>TOTAL</b>			

**SCHEDULE OF QUANTITIES SEKHUKHUNE DISTRICT**

Item No	Description	Unit	Quantity	Rate	Amount
7.	Site establishment and Mobilization /demobilization	Sum			
8.	Permits and approval	Sum			
9.	HSE documentation and Methods Statements	Sum			
10.	Product removal	Litre	1		
11.	Sludge Removal	M <sup>3</sup>	1		
12.	<b>Above Ground Storage Tanks (ASTs)</b>				
6.1	Disconnect services & piping	Tank	1		
6.2	Dismantling & cutting	Ton	1		
6.3	Removal from Site	Tank	1		
6.4	Scrap handling and disposal	Ton	1		
7.	<b>UNDERGROUND STORAGE TANKS (USTs)</b>				
7.1	Excavation	M <sup>3</sup>	1		
7.2	Tank removal	Per tank	1		
7.3	Back filling and compaction	M <sup>3</sup>	1		
8	<b>CLOSURE</b>				
8.1	Tank cleaning	Tank	1		
8.2	Filling with inert material	M <sup>3</sup>	1		
8.3	Sealing	Tank	1		
9.	<b>ANCILIARY INFRASTRUCTURE</b>				

9.1	Pipeworks removal	m	1	
9.2	Pump & dispenser removal	No.	1	
9.3	Electrical disconnection	Sum		
10.	<b>ENVIRONMENTAL ASSESSMENT</b>			
10.1	Soil sampling	Sample		
10.2	Laboratory analysis ( hydrocarbon )	Sample		
10.3	Groundwater testing	Sample		
11.	<b>WASTE MANAGEMENT</b>			
11.1	Hazardous waste transport	Ton		
11.2	Hazardous waste disposal	Ton	1	
11.3	Waste disposal certificates	Sum	1	
12	<b>SITE REMEDIATION</b>			
12.1	Soil remediation	M <sup>3</sup>	1	
12.2	Groundwater remediation	Sum		
12.3	Emergency Spill response	Sum		
13	<b>SITE REMEDIATION</b>			
13.1	Backfilling	M <sup>3</sup>	1	
13.2	Compaction ( 98% Ash Mod )	M <sup>3</sup>	1	
13.3	Surface restoration ( asphalt or concrete )	M <sup>2</sup>	1	
13.4	Landscaping /topsoil	M <sup>2</sup>	1	
14	<b>PROJECT CLOSURE AND REPORTING</b>			
14.1	Closure report	Sum		

14.2	As built drawings	Sum			
<b>SUB TOTAL</b>					
<b>VAT</b>					
<b>TOTAL</b>					

**SCHEDULE OF QUANTITIES WATERBERG DISTRICT**

Item No	Description	Unit	Quantity	Rate	Amount
7.	Site establishment and Mobilization /demobilization	Sum			
8.	Permits and approval	Sum			
9.	HSE documentation and Methods Statements	Sum			
10.	Product removal	Litre	1		
11.	Sludge Removal	M <sup>3</sup>	1		
12.	<b>Above Ground Storage Tanks (ASTs)</b>				
6.1	Disconnect services & piping	Tank	1		
6.2	Dismantling & cutting	Ton	1		
6.3	Removal from Site	Tank	1		
6.4	Scrap handling and disposal	Ton	1		
7.	<b>UNDERGROUND STORAGE TANKS (USTs)</b>				

7.1	Excavation	M <sup>3</sup>	1	
7.2	Tank removal	Per tank	1	
7.3	Back filling and compaction	M <sup>3</sup>	1	
8	<b>CLOSURE</b>			
8.1	Tank cleaning	Tank	1	
8.2	Filling with inert material	M <sup>3</sup>	1	
8.3	Sealing	Tank	1	
9.	<b>ANCILIARY INFRASTRUCTURE</b>			
9.1	Pipeworks removal	m	1	
9.2	Pump & dispenser removal	No.	1	
9.3	Electrical disconnection	Sum		
10.	<b>ENVIRONMENTAL ASSESSMENT</b>			
10.1	Soil sampling	Sample		
10.2	Laboratory analysis ( hydrocarbon )	Sample		
10.3	Groundwater testing	Sample		
11.	<b>WASTE MANAGEMENT</b>			
11.1	Hazardous waste transport	Ton		
11.2	Hazardous waste disposal	Ton	1	
11.3	Waste disposal certificates	Sum	1	
12	<b>SITE REMEDIATION</b>			
12.1	Soil remediation	M <sup>3</sup>	1	
12.2	Groundwater remediation	Sum		

12.3	Emergency Spill response	Sum		
13	<b>SITE REMEDIATION</b>			
13.1	Backfilling	M <sup>3</sup>	1	
13.2	Compaction ( 98% Ash Mod )	M <sup>3</sup>	1	
13.3	Surface restoration ( asphalt or concrete )	M <sup>2</sup>	1	
13.4	Landscaping /topsoil	M <sup>2</sup>	1	
14	<b>PROJECT CLOSURE AND REPORTING</b>			
14.1	Closure report	Sum		
14.2	As built drawings	Sum		
	<b>SUB TOTAL</b>			
	<b>VAT</b>			
	<b>TOTAL</b>			

**SUMMARY BOQ FOR ALL DISTRICTS**

<b>ITEM NO</b>	<b>DISTRICT</b>	<b>AMOUNT</b>
1	CAPRICORN DISTRICT	
2	VHEMBE DISTRICT	
3	MOPANI DISTRICT	
4	SEKHUKHUNE DISTRICT	
5	WATERBERG DISTRICT	
	<b>GRAND SUBTOTAL</b>	
	<b>GRAND VAT</b>	
	<b>GRAND TOTAL</b>	

## **6. SUBMISSION OF BIDS**

### **PHYSICAL/ HARDCOPY BID SUBMISSION**

- 6.1.1 The hard copy of the bid response will serve as the legal bid document. A bid should be submitted in a sealed envelope or sealed suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly visible.
- 6.1.2 Bids received after the closing date and time will NOT be accepted for consideration and where practical, be returned unopened to the bidder.
- 6.1.3 The department may communicate with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the transversal contract, or to extend the validity period of the bid, if necessary.
- 6.1.4 Any communication to any State official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.
- 6.1.5 Whilst all due care has been taken in connection with the preparation of this bid, the LDPWRI makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current, or complete. The LDPWRI, and its officers, employees, and advisors will not be liable with respect to any information communicated which is not accurate, current, or complete.
- 6.1.6 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by the LDPWRI (other than minor clerical matters), the bidder must promptly notify the LDPWRI in writing of

such discrepancy, ambiguity, error or inconsistency in order to afford the LDPWRl an opportunity to consider what corrective action is necessary (if any).

6.1.7. Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the LDPWRl will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.

6.1.8. No representations made by or on behalf of the LDPWRl in relation to this bid will be binding on the LDPWRl unless that representation is expressly incorporated into the contract ultimately entered between the LDPWRl and the successful bidder(s).

6.1.9 All persons (including all bidders) obtaining or receiving this bid and any other information in connection with this bid, or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a response to this bid.

## **SPECIAL CONDITIONS FOR AWARDING**

### **Award of the bid :**

9.1.1 This contract will be awarded in terms of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and its Regulations as well as the Limpopo Preferential Procurement Policy, 2005.

9.1.2 Limpopo Department of Public Works, Roads and Infrastructure, Roads and Infrastructure reserves the right to:-

- a. Request further information from any bidder after the closing date,
- b. Verify information and documentation of the respective bidder,

- a. The performance measures will be provided by the LDPWR!
- b. The Service Provider will submit monthly progress reports to the Programme Manager, within four (4) days after the end of each month and the final report four (4) weeks before the project end date. Failure to submit the required reports on time will result in penalties.
- c. The Programme Manager shall do the ongoing performance management of the Service agreement.
- d. The Service Provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement senior, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at least a month is required in which the senior must work parallel with the next person ( with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.
- e. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- f. Please take note that LDPWR! is not bound to select any of the firms submitting proposals. LDPWR! reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- g. Bidders must score a minimum of 65% (The minimum qualifying score that must be obtained for functionality in order for a Bid to be considered further should not be generic). It should be determined separately for each bid on a case-by-case basis.
- h. A valid Tax Compliance Status with Pin issued by SARS to the supplier/copy of Central Supplier Database (CSD)/ MA supplier Number must be submitted together with the bid.
- i. In case of bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated and each party must submit a separate proof of Tax Compliance or Tax Compliance Status with Pin or CSD/ MA supplier Number together with the bid.
- j. Bidders must be Tax compliant throughout the bidding stages
- k. Failure to comply with Tax matters may result in the invalidation of the bid.

- l. A foreign recommended bidder with neither South African tax obligation nor history of doing business in South Africa must complete Standard Bidding Document (SBD 1) and the information must be submitted to SARS on the following email [governmentinstitute@sars.gov.za](mailto:governmentinstitute@sars.gov.za) to issue a confirmation of the tax obligation letter in terms of paragraph 3.6 of the instruction note no 9 of 2017/18.
- m. Comprehensive Curriculum Vitae's (CV) with certified copies of qualifications and professional registration of the team members who will be available for the duration of the contract must be attached. In case where bidders submitted CV's of personnel from other companies, bidders must indicate if the personnel is sub-contracted or employed full time or part-time, and indicate the period of the engagement with the bidder. A signed agreement between two parties or an agreement between personnel and a company must be included with the proposal.
- n. Expenditure incurred without the prior approval of the Programme manager will not be reimbursed.
- o. The LDPWRI will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- p. Travelling costs and time spent or incurred between home and office of Service provider and the DPWRI office will not be for the account of the LDPWRI.
- q. Intellectual property rights will belong to the LDPWRI.
- r. Signed agreement between service providers in the case of a joint venture/Consortium
- s. Letter of authority to sign documents on behalf of the company/joint venture/Consortium.
- t. Before any work can commence the service level agreement must be signed by both parties (LDPWRI and the successful bidder) and an official order must be issued and should there be any dispute regarding the finalisation of the agreement, the LDPWRI reserves the right to cancel the contract with no cost implications for the LDPWRI.
- u. The evaluation of Bids can only be done on the basis of information required by the LDPWRI.
- v. Prospective suppliers and / or public entities must provide the LDPWRI with their CSD registration number on submission of their bid proposals including those of sub-contractors and/ or joint venture companies.
- w. Any supplier who is not registered on CSD during an award stage of the tender will not be considered.
- x. Successful bidders will be required to confirm project lead team members upon contracting ( project lead and team members are not allowed to be used in more than one bid)

- y. The awarding will be restricted to one bidder per district
- z. The department reserves the right to negotiate prices before awarding any bid.
- aa. Physical verification of Laboratory will be done for recommendable service provider before appointment. The department reserve the right not award / appoint tenderers with unestablished facilities.

#### **10. BID PRICE QUALIFICATION**

- 10.1 All bid prices must be specified on each item in figures. Price in figures must be acceptable in general accounting language.
- 10.2 Prices quoted must include delivery costs. Furthermore, the bid prices must be in RSA currency and inclusive of Value Added Tax (VAT).
- 10.3 Bid prices must be 'NETT'. Therefore, bidders intending to quote a price less a discount on the unit basis must first deduct the discount and then insert the 'NETT' Price.

#### **9. PAYMENT TERMS**

- 9.1 DPWRI undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions, final payment will be made upon receipt of required means of verification . No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.