



LEJWELEPUTSWA
DISTRICT MUNICIPALITY
Office of the District Municipal Manager

Cnr. Jan Hofmeyer &
Tempest Road

P.O. Box 2163
WELKOM
9460
Tel: (057) 353 3094
Fax: (057) 353 3382

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR
HIRING OF YELLOW FLEET FOR A PERIOD OF 36 MONTHS
(AS AND WHEN REQUIRED)**

RFT NO. 149/10/2023:

TENDER SUBMITTED BY:

Name of Company

.....

Address


.....

Telephone Number

.....

Tender Amount (Including
VAT)

.....

ISSUED BY:	PREPARED BY:
 LEJWELEPUTSWA DISTRICT MUNICIPALITY Physical Address: Corner Jan Hofmeyer and Tempest Road, Welkom, 9460 Postal Address: P.O. Box 2163 Welkom 9460	Directorate: Municipal Infrastructure Services LEJWELEPUTSWA DISTRICT MUNICIPALITY Physical Address: Corner Jan Hofmeyer and Tempest Road Welkom 9460 Contact Person: Mr. L.D Linoko Email: duncan@lejwe.co.za

Telephone: (0)57 353 3094
Fax : (0)57 353 3382

CLOSING DATE: 10 November 2023
CLOSING TIME: 12:00 pm

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TENDER

PART 1 (OF 2): TENDERING PROCEDURES

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data
- T1.3 Evaluation Criteria



LEJWELEPUTSWA DISTRICT MUNICIPALITY

Cnr. Jan Hofmeyer & Tempest
Road
P.O. Box 2163
WELKOM
9460
Tel: (057) 391 8906
Fax: (057) 353 3382
E-Mail: pamm@lejwe.co.za

REQUEST FOR TENDER

RFT NO. 149/10/2023: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR HIRING OF YELLOW FLEET FOR A PERIOD OF 36 MONTHS (AS AND WHEN REQUIRED)

The Following Conditions will apply:

- This proposal will be evaluated in terms of the **80/20** preference point system in terms of LDM Preferential Procurement Policy of 2022 and Supply Chain Management Policy, and for this purpose the **MBD1, MBD4, MBD6.1, MBD8** and **MBD9** must be scrutinized, completed and submitted together with your proposal. **Non-adherence to this request will lead to disqualification.**
- In order to claim preference points for specific goals. **1. B-BBEE** (10) a valid original or certified B-BBEE status level verification certificate (SANAS accredited) or a sworn affidavit completed on the DTI format must be submitted to validate the claim. **2. Locality** (10) The tenderer shall submit a Municipal Billing Clearance Certificate/municipal rates and service charges statement (not in arrears for more than 90 days), if renting a lease agreement and owner's copy of up-to-date municipal rates and service charges (not in arrears for more than 90 days). Should the tenderer not be based in the Lejweleputswa District Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he/she is based.
- A valid SARS Tax Clearance Certificate and the tax compliance status pin to be submitted. It is the responsibility of the bidder to ensure that the company's Tax Status remains **compliant** at **ALL** times.
- The National Treasury Central Supplier Database Summary report must be submitted.
- The validity period for submission must be **90 days** from the closing date.
- A tender offer not satisfying the stated eligibility criteria will be eliminated.
- Tenders that are deposited in the incorrect tender box or delivered at any other venue will not be considered.

NB: No proposals will be considered from the person in the service of the state.
No late proposals will be considered.

Enquiries: Technical Enquiries - **Mr. LD Linoko** (duncan@lejwe.co.za)
SCM matters – **Ms. M Mashele** (clarki.pule@gmail.com)

Completed tenders in a **sealed** envelope endorsed "**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR HIRING OF YELLOW FLEET FOR A PERIOD OF 36 MONTHS (AS AND WHEN REQUIRED)**", must be placed in the Tender Box Corner Jan Hofmeyer and Tempest Road, Welkom, 9460 or posted to PO Box 2163, Welkom, 9460 on or before **Friday, 10 November 2023 at 12:00 pm**

Tender documents will only be obtained from the **municipal website** (www.mylejweleputswa.co.za) and on **e-Tender**.

Mr. ML MAKHETHA
DISTRICT MUNICIPAL MANAGER

T1.2: TENDER DATA

The Standard Professional Services Contract (latest) contained in the CIDB shall apply to this bid. The conditions of tender are the Standard Conditions of Tender as contained in SANS 10845-3:2015.

The Standard Conditions of Tender make several references to the Tender Data for details that apply Specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or Inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Wording / Data
3.1	The Employer is the Lejweleputswa District Municipality.
3.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures T1.1 – Tender notice and invitation to tender T1.2 – Tender Data</p> <p>Part T2: Returnable Documents T2.1 – List of Returnable Documents T2.2 – Returnable Schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data C1.1: Form of Offer and Acceptance C1.2: Contract Data</p> <p>Part C2: Pricing Data C2.1: Pricing Instructions C2.2: Pricing Schedule and Quantities</p> <p>Part C3: Scope of Works C3.1: Employer's Objective C3.2: Site Location C3.3: Background C3.4: Scope of Work C3.5: Work Plan C3.6: Performance C3.7: Assignment Cost</p>
3.4	<p>Lejweleputswa District Municipality contact details are as follows:</p> <p>Name: Address: Cnr Jan Hofmeyer & Tempest Road, Welkom 9460 E-mail:</p>

Clause	Wording / Data
3.5.1	The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

Clause	Wording / Data
4.7	No compulsory briefing meeting shall be held.
4.12	No alternative offers will be considered.
4.13.1	<p>Tenderers may only offer to provide services or supplies identified in the contract data to complete the Whole Works</p> <p>The amount reflected on the Form of Offer takes precedence over any other Total Amount indicated elsewhere in the bidder's tender submission. If the Form of Offer does not state a value or figure, the bidder will be regarded as having made no offer.</p> <p>The Tender Document is not to be disassembled. Any additional Returnables, are to be submitted in a separate ring-bound document properly indexed for ease of cross-referencing to the original tender document.</p> <p>The original tender offer shall be submitted without any copies.</p>
4.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
4.13.5	The Employer's address for delivery of tender offers and identification details is as per the Bid Advert and Invitation to Bid (T1.1).
4.13	A two-envelope procedure <u>will not</u> be followed.
4.15	<p>The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.</p> <p>Bid closing: it is the responsibility of the bidders to ensure that bid documents/proposals are submitted on or before closing time and at the correct location.</p> <p>Bidders who use courier services are responsible to ensure delivery is at the correct place/location and time as the department will not be held responsible for wrong delivery.</p>
4.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
4.16	The tender offer validity period is as per Bid Advert and Invitation to Bid

Clause	Wording / Data
	(T1.1).
5.4	The location for opening of the tender offers, immediately after the closing time thereof shall be as per Bid Advert and Invitation to Bid (T1.1).
F.3.9.1	<p>Add a new bullet : "In the event of there being any rate or rates which are declared to be an unacceptable commercial risk by the Employer, the Tenderer will be requested –</p> <p>(a) to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained,</p> <p>and subsequently to consider amending and adjusting such rate or rates while retaining the Tender Total derived under sub-clause F.3.9.2 (c) unchanged and fixed. It must be understood that in the event of the tenderer refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice his Tender."</p>
F.3.13.1	<p>Tender offers will only be acceptable if:</p> <p>a) the tenderer has completed and signed all MBD Forms (Certificate of Authority for Signatory) if applicable;</p> <p>b) the Form of Offer is duly completed and signed (Note: Any correction must be signed by the authorised signatory);</p> <p>c) all relevant certified information is submitted with the Tender;</p> <p>d) all other Tender Conditions are complied with.</p> <p>Add the following:</p> <p>Note that the successful Tenderer will be required to submit a valid Letter of Good Standing from the Compensation Commissioner or FEMA within 21 days of receipt of Letter of Award.</p>
	<p><u>Bid Closing</u>: it is the responsibility of the bidder(s) to ensure that the bid document/proposals are submitted before or on closing time and the correct location as the department will not take responsibility for any wrong delivery.</p> <p>Bidders who use courier services are responsible to ensure delivery is at the correct place /location and time.</p>
F.3.17	The number of copies of the signed contract to be provided by the employer is one.

T1.3: EVALUATION CRITERIA

1.3.1 RESPONSIVENESS AND EVALUATION

The following evaluation process and criteria will be used to evaluate all bids submitted: All bids received shall be evaluated in terms of Supply Chain Management Regulations, Lejweleputswa District Municipality Supply Chain Management Policy, The Preferential Procurement Policy Framework Act, and other applicable legislation.

The evaluation criteria consist of the following 3 independent phases;

- Phase 1 - Administration compliance
- Phase 2- Functionality
- Phase 3- Price and preference

Bids must meet the requirements of each phase in order to qualify for further evaluation. Bids that do not meet the requirements of a particular phase will be disqualified.

ADMINISTRATIVE COMPLIANCE – PHASE ONE RESPONSIVENESS CRITERIA

1. The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.

2. The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.

3. The following MBD forms 1, 4, 6.1, 8 and 9 must be completed in full. (Failure to do so will result in disqualification):

- a) MBD 1 – Invitation to bid
 - b) MBD 4 – Declaration of interest
 - c) MBD 6.1 – Preference points claim form
 - d) MBD 8 – Declaration of bidder's past supply chain management practices
 - e) MBD 9 – Certificate of independent bid determination
-
- All pages must be initialized or signed. (failure to do so will result in disqualification)
 - Alterations must be signed or initialized. (failure to do so will result in disqualification)

- THE USE OF TIPPEX WILL AUTOMATICALLY DISQUALIFY YOUR BID
- The bid document and attached annexure must be completed in indelible ink. (failure to do so will result in disqualification)
- **The bidder must attach following with the tender:**
 - a) Copy of the entity/company registration certificate must be submitted with the bid, if applicable.
 - b) Certified copies of IDs for all Director(s) must be attached (Certification not older than 3 months before the closing date).
 - c) Tax compliance pin/ CSD number must be completed in MBD form 1.
 - d) B-BBEE certificate or affidavit from Commissioner of oath (If not submitted will not be disqualified but no points will be allocated for BBEE).
 - e) Authority for signatory - attach resolution in case of more than one director.
 - f) Bidder (Company or director/partner or sole propriety) must attach proof of municipal rates on municipality letterhead which are not older than 90 days. If the statement of municipal rates is not in the name of the bidder an affidavit from SAPS must be attached. OR Letter of traditional authority not older than 90 days for bidder. OR In case of a lease agreement, a signed lease agreement by both parties (lessor & lessee); an affidavit indicating that the bidder and/or the director does not have municipal account and that the municipal services, rates and taxes are paid by the property owner must be attached

In case of a Joint Venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached and the following must be adhered to:

- All of the above requirements must be for the both entities.
- Consolidated Valid B-BBEE Certificate issued by a SANAS Verification agency (If not submitted will not be disqualified but no points will be allocated for BBEE)

Failure to adhere to the above-mentioned requirements will results to disqualification

FUNCTIONALITY – PHASE TWO

Technical / Functionality will be evaluated against the following detailed requirements:

Criteria	Scoring Guide	Maximum Weights
Company Experience in Plant Supply – Service providers must demonstrate that they have previous experience in Plant Supply services (attach certified copies of either appointment letter or an official purchase order in order to qualify)	10 points per letter	50
Plant (attach certified copies of registration documents of plants on the name of the company not company owner/director nor lease agreements) Required Plant: a) Grader (20 point each) b) TLB (10 point each) c) 10m ³ Tipper Truck (20 point each) d) Low-Bed	With proof = 20 With proof = 10 With proof = 10 With proof = 10	50
Functionality Threshold (Minimum score)		70
Total Points for Functionality		100
The bidder is expected to score a minimum of 70 points in order to be evaluated further		

TENDER

PART 2 (OF 2): RETURNABLE DOCUMENTS

- T2.1 List of Returnable Documents
- T2.2 Returnable Documents

T2.1: LIST OF RETURNABLE DOCUMENTS

The original completed tender document shall be returned with all the required information supplied, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers submit, return, complete and sign **all the information, documents and schedules, as requested.**

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion)

- MBD1 Part A Invitation to Bid
- MBD4 Declaration of Interest in Tender of Persons in Service of the State
- MBD6.1 Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022
- MBD8 Declaration of Tenderer's Past Supply Chain Management Practices
- MBD9 Certificate of Independent Bid Determination
- 1A Proposed amendments
- 1B Proof of registration with the (CSD)
- 1D Bank confirmation
- 1E Schedule of similar work satisfactorily carried out by the tenderer for private clients or organs of state
- 1F Joint Venture Agreement

2. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (To be attached with submission)

- 2B Municipal Billing Clearance Certificate/ Lease Agreement
- 2D Proof of Plant Registration

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- 3B List of Key Personnel
- 3C Schedule of Proposed Subcontractors

4. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C2.2 Bill of Quantities

MBD 1 (PART A) INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEJWE LE PUTSWA DEVELOPMENT AGENCY					
BID NUMBER:	RFT NO. 149/10/2023	CLOSING DATE:	10 November 2023	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR HIRING OF YELLOW FLEET FOR A PERIOD OF 36 MONTHS (AS AND WHEN REQUIRED)				

CNR JAN HOFMEYER AND TEMPEST ROAD, WELKOM 9460	OR
--	----

BID RESPONSE DOCUMENTS MAY BE POSTED TO:

Lejweleputswa District Municipality
Municipal Manager
P O BOX 2163
WELKOM
9460

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM	CONTACT PERSON	Mr D Linoko	
CONTACT PERSON	Ms. M Mashele	TELEPHONE NUMBER	(057)391-8900	
TELEPHONE NUMBER	057 352 3094	FACSIMILE NUMBER		
FACSIMILE NUMBER		E-MAIL ADDRESS	duncan@lejwe.co.za	
E-MAIL ADDRESS	clarki.pule@gmail.com			

MBD 1 (PART B) TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. 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 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD4: DECLARATION OF INTEREST – COMPULSORY

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

3.1 Full Name:

3.2 Identity Number:

3.3 Position occupied in the Company (Director, trustee, shareholder).....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all the directors/ trustees/shareholders member, 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.....

* 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.

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?

3.10.1 If yes, furnish particulars.

.....

YES/NO

.....

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?

3.11.1 If yes, furnish particulars

YES / NO

.....

.....

3.12 Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in the 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, principal shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any directors, trustees, managers, principal shareholders Or stakeholders of this company have any interest in other related companies or business whether or not they are bidding for this contract?

YES / NO

3.14.1 If yes, furnish particulars.

.....

.....

.....

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

Full Name	Identity Number	State Employee Number (applicable of employed by government (state))

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

MBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS – B-BBEE	10
SPECIFIC GOALS – LOCALITY=	10
Total points for Price and SPECIFIC GOALS	100

- 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:

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 \\
 Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE		10		
LOCALITY		10		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have

—

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

MBD8: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

1. This form serves as a declaration to be used by the Employer 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.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
 - a) abused the Municipality's / Municipal entity's supply chain management system or been guilty of 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, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	<p>Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?</p> <p>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za)</p>	Yes	No
	If so, furnish particulars:		
4.2	<p>Is the Tenderer 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, 2004 (Act 12 of 2004)?</p> <p>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)</p>	Yes	No
	If so, furnish particulars:		
4.3	<p>Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes	No

ITEM	QUESTION	RESPONSE	
	If so, furnish particulars:		
	Was any contract between the Tenderer 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	No
4.4	If so, furnish particulars:		
	Does the tenderer 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	No
4.5	If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....
(Bid Number and Description)

in response to the invitation for the bid made by:

.....
(Name of Municipality / Municipal Entity)

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

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

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

*** 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.**

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed

Date

Name

Position

Tenderer

1A: PROPOSED AMENDMENTS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in **a covering letter to his tender and reference such letter in this schedule.**

The Tenderer's attention is drawn to Clause 3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

Page Number	Clause / Item	Proposal

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

1B : PROOF OF REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

All existing and prospective service providers/creditors to the Lejweleputswa District Municipality's supplier database should note that registration with the electronic Central Suppliers Database (CSD www.csd.gov.za for self-registering), developed by National Treasury, is a requirement.

Prospective tenderers are to attach the ***Certificate of Registration with CSD*** to this page.

1C: PROOF OF PLANT (YELLOW FLEET) REGISTRATION

Tenderers to submit proof of Plant Registration to this page.

1D: BANK CONFIRMATION

Tenderers to submit Bank Confirmation to this page.

**1E: SCHEDULE OF SIMILAR WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR
PRIVATE CLIENTS OR ORGANS OF STATE**

(Organs of State include any Local, Provincial or National Government Authority)

The following is a statement of **similar work** successfully executed by myself/ourselves:

Employer, Contact Person, Email Address and Telephone Number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

1F: JOINT VENTURE AGREEMENT

2B: MUNICIPAL BILLING CLEARANCE CERTIFICATE

In terms of Clause 38 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The tenderer shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

Should the tenderer not be based in the Lejweleputswa District Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he/she is based.

3B: LIST OF KEY PERSONNEL

The tenderer shall insert the Name and Years of Experience of Key Personnel he proposes to employ on this tender/Contract:

JOB DESCRIPTION	NAME & SURNAME	YEARS EXPERIENCE
Grader Operator		
TLB Operator		
Truck Driver		
Low-Bed Driver		

The CV's of all the above personnel must be attached, in which they highlight their previous experience. Certified copies of Qualifications for Key Personnel must be submitted, or else the tender will be considered incomplete.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

3C: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors to work on this Contract.

If we are awarded a Contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the Contract for such appointments. If there are no such requirements in the Contract, then your written acceptance of this list shall be binding between us.

Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

CONTRACT

PART 1 (OF 4): AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Disclosure Statement

C1.1: FORM OF OFFER AND ACCEPTANCE

(Agreement)

1. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following Works:

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR HIRING OF YELLOW FLEET FOR A PERIOD OF 36 MONTHS (AS AND WHEN REQUIRED)

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS:

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

..... Rand (in words); R (in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in terms of the Conditions of Contract identified in the Contract Data.

For the **Tenderer**:

.....
Signature

.....
Name

.....
Capacity

Name and Address of Organisation:

.....

.....

.....

.....

.....

Signature and Name of Witness:

.....

Signature

.....

Name

Date:

2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Part C1: Agreements and Contract Data (which includes this Agreement)

Part C2: Pricing Data

Part C3: Scope of Work

and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any Addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviation (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five (5) days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the **Employer**:

.....
Signature

.....
Name

.....
Capacity

Name and Address of Organisation:

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

Signature and Name of Witness:

.....
Signature

.....
Name

Date:

3. SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process, of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance, either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject:

Details:

2. Subject:

Details:

3. Subject:

Details:

4. Subject:

Details:

5. Subject:

Details:

6. Subject:

Details:

7. Subject:

Details:

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer:

.....

Signature

.....

Name

.....

Capacity

Name and Address of Organisation

.....

.....

.....

.....

.....

.....

.....

Witness Signature

.....

Witness Name

.....

Date

For the Employer:

.....

.....

.....

Name and Address of Organisation

.....

.....

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.....

C1.2: CONTRACT DATA

The CIDB Standard Contractor Contract (July 2009) (Third Edition of CIDB document 1014) is applicable to this Contract and are obtainable from www.cidb.co.za.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data, referring to the Standard Contractor Contract (July 2009) (Third Edition of CIDB document 1014), are applicable to this Contract:

Clause	Description / Wording
3.4 and 4.3.2	The Employer is the Lejweleputswa District Municipality. The authorised and designated representative of the Employer is: Name: Mr Duncan Linoko The address for receipt of communications is: Telephone: 057 391 8906 Faxsimile: 086 547 8092 E-mail: duncan@lejwe.co.za Street Address: Cnr Jan Hofmeyer and Tempest Road, Welkom, 9460 Postal Address: PO Box 2163, Welkom, 9460.
1	Appointment of a panel of service providers for hiring of yellow fleet for a period of 36 months (as and when required)
3.6	The Service Provider may not release public or media statements or publish material related to the services or Project under any circumstances.
3.12	The penalty payable is R2,000.00 per Day Subject to a maximum amount of R50,000.00.
3.15.1	The programme shall be submitted within 14 Days of the award of Contract.
3.16	Time based fees shall not be adjusted for inflation.
4.3.1(d)	The Service Provider may be required to assist in the obtaining of approvals, licenses and permits from the state, regional or municipal authorities having jurisdiction over the Project.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: <ul style="list-style-type: none"><input type="checkbox"/> Incurring costs that will result in the exceeding of the Form of Offer;<input type="checkbox"/> Making deviations from the Contract.
7.2	The Service Provider is required to provide personnel in accordance with the provisions of Clause 7.2 and to complete the Personnel Schedule.
8.1	The Contractor is to commence the performance of the Services within Seven Days of date that the Contract becomes effective.
8.4.3(c)	The period of suspension under clause 8.5 is not to exceed 8 weeks.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
11.1	The Service Provider may only subcontract any work which he has the skill and competency to perform if approved so in writing by the Employer.
12.1	Interim settlement disputes is to be by mediation.

12.2	Final settlement is by arbitration.
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the Employer.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

[illegible]

CONTRACT

PART 2 (OF 4): PRICING DATA

- C2.1 Pricing Instructions
- C2.2 Pricing Schedule and Summary

C2.1: PRICING INSTRUCTIONS

C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

- C2.1.1.1 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardized Specifications for Civil Employers Agenting Construction is applicable, subject to the variations and amendments contained in the section “Applicable SABS 1200 Standardized Specifications”.
- C2.1.1.2 Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardized Specifications. Clause 8 of each Standardized Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardized Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardized or Scope of Work, as applicable, shall prevail.
- C2.1.1.3 The reference clauses in a specification in which further information regarding the bill item can be obtained appear under the “Reference Clause” or “Payment Refers” column in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of schedule/billed items. Further information and set specifications may be found elsewhere in the contract documents. Standardized Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.1.4 Work reserved for Labour Intensive construction methods will be numbered with a prefix “LI” in the Bill to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the Scope of Work.
- C2.1.1.5 Unless otherwise stated, items are measured nett in accordance with the Drawings, and no allowance is made for waste. The Bill has to be completed in black non-erasable ink and the tenderer is referred to the Conditions of Tender as well as the Tender Data with regard to the correction of errors.
- C2.1.1.6 The quantities set out in the Bill of Quantities are the estimated quantities of the work. The tenderers attention is directed to Clause 6.7 of the Conditions of Contract and the Contractor will be required to determine the actual and final quantities of the Works to be executed and the Contractor shall undertake whatever quantities may be directed by the Employers Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.7 The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.8 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price / rate is entered will be considered to be covered by the other prices or rates in the Bill.

- C2.1.1.9 Except where rates only are required, the tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.1.10 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page of the Bill of Quantities, for the addition of VAT.
- C2.1.1.11 Arithmetical errors of responsive tenders shall be corrected in the manner specified under the Conditions of Tender as well as the Tender Data. **(Refer also CIDB Practice Note No. 2 dated February 2008)**
- C2.1.1.12 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	Millimetre	h	=	hour
m	=	Metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000kg)
m ²	=	square metre	No	=	Number
m ² .pass	=	square metre-pass	Sum	=	Lump Sum
ha	=	hectare	MN	=	MegaNewton
m ³	=	cubic metre	MN.m	=	MegaNewton-metre
m ³ .km	=	cubic metre-kilometre	PC Sum	=	Prime Cost Sum
ℓ	=	Litre	Prov Sum	=	Provisional Sum
kℓ	=	kilolitre	Lab.month	=	Labourer.Month
MPa	=	Mega Pascal	%	=	per cent (percentage)
Mℓ	=	Mega litre	kW	=	kilowatt

- C2.1.1.13 The quantities set out in the Bill are the estimated quantities of the Works but the Contractor will be required to undertake whatever quantities as may be directed by the Employers Agent from time to time. The Contract Price for the completed Contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.14 An item against which no price / rate is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R 0,00) having been entered against such items and covered by the other prices or rates in the Bill. Any work executed to which such a payment item applies, shall be measured under the appropriate items in the Priced Bill and valued at a rate of nil (R 0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

NOTE: CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the tenderer in the Bill of Quantities, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

C2.2 PRICING SCHEDULE AND SUMMARY

Item No	Description	Unit	Quantity	Rate	Amount (R)
	Hire of construction equipment on wet rate				
1	Grader	Daily (9 Hours)	1	R	R
2	TLB 4x4 (tractor/loader/backhoe)	Daily (9 Hours)	1	R	R
3	10 m3 Tipper Truck	Daily (9 Hours)	1	R	R
4	Low-Bed	km	Per 1 km	R	Rate Only
	SUB-TOTAL				R
	VAT 15%				R
	TOTAL CARRIED FORWARD TO FORM OF OFFER				R

Signed

Date

Name

Position

Tenderer

SCOPE OF WORKS

C3.1 EMPLOYER'S OBJECTIVE

C3.2 SITE LOCATION

C3.3 BACKGROUND

C3.4 SCOPE OF WORK

C3.5 PERFORMANCE

C3.6 ASSIGNMENT COST

C3.1 EMPLOYER'S OBJECTIVES

Appointment of a panel of service providers for hiring of yellow fleet for cleaning of illegal dumping sites for a period of 12 months (as and when required).

C3.2 SITE LOCATION

1. Lejweleputswa District Municipality

C3.3 BACKGROUND

Land, water, soil, and air pollution in the neighborhood are primarily caused by illegal dumping. The chemicals and non-biodegradable materials in the waste affect the physical environment and the waterways by contaminating groundwater and soil.

The waste can also spread weeds and pests, thus affecting agriculture, wildlife and the entire environment. Wildlife and domesticated animals can also die after consuming poisonous materials such as plastics and chemicals from the waste.

C3.4 SCOPE OF WORK

The specification covers cleaning of illegal dumping sites in Lejweleputswa District Municipality.

C3.5 PERFORMANCE

- The performance of the appointed Contractor will be reviewed regularly based on the approved work plan.
- Should performance be below the required standard according to the work plan, or should project funds not be available, the contract may be terminated through written notification.
- Adequate opportunity to improve performance will be provided to the Contractor through written notices of poor performance.
- The Contractor is to submit a close-out report in the format approved by the institution and all other developed documentation, 7 working days before the last day of the completion of works.

C3.6 ASSIGNMENT COST

- Payment for the assignment will be partially time-based and deliverable based and is based on the percentage of the budget expended during the implementation of the project. A detailed pricing schedule must be provided by the service provider as an attachment, Pricing Schedule 1.

THE END OF TENDER DOCUMENT.