



**ELIAS MOTSOLEDI LOCAL MUNICIPALITY**

**EMLM 23/2025**

**APPOINTMENT OF A PANEL OF FIVE (5) CONTRACTORS FOR BOREHOLE DRILLING,  
INSTALLATION AND MAINTENANCE FOR PERIOD OF 36 MONTHS.**

<b>CLOSING DATE:</b>	<b>21 FEBRUARY 2025</b>	<b>TIME</b>	<b>11H00</b>
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<b>NAME OF TENDERER</b>	
<b>TOTAL BID PRICE</b>	<b>R</b>
<b>CENTRAL SUPPLIER DATABASE NUMBER</b>	<b>MAAA</b>
<b>TOTAL SPECIFIC GOAL POINTS</b>	
<b>TAX COMPLIANCE STATUS PIN</b>	
<b>CIDB CRS NUMBER</b>	
<b>CONTACT PERSON</b>	
<b>CELL NUMBER</b>	
<b>EMAIL ADDRESS</b>	

<b>ENQUIRIES REGARDING BID PROCEDURES</b>		<b>TECHNICAL ENQUIRIES</b>	
<b>DIRECTORATE: BUDGET AND TREASURY</b>		<b>DIRECTORATE: INFRASTRUCTURE</b>	
<b>V MASILELA</b>		<b>F DEBEILA/ J MALAKA</b>	
<b>MANAGER: SCM</b>		<b>MANAGER: PMU/ROADS</b>	
<b>TEL. NUMBER</b>	<b>TEL.013 262 3056</b>	<b>TEL. NUMBER</b>	<b>013 262 3056</b>
<b>TENDER ISSUED BY</b>			
<b>SUPPLY CHAIN MANAGEMENT UNIT</b>			
<b>2<sup>ND</sup> GROBLER AVENUE</b>		<b>TEL. NUMBER</b>	<b>013 262 3056</b>
<b>ELIAS MOTSOLEDI LOCAL MUNICIPALITY</b>		<b>P.O. BOX 48, GROBLERSDAL, 0470</b>	

**NB: ANY OBJECTIONS OR COMPLAINTS IN RESPECT WITH THIS TENDER SHOULD BE  
LODGED WITHIN 14 DAYS OF THE ADVERTISEMENT.**

# ELIAS MOTSOLEDI LOCAL MUNICIPALITY

<b>TENDER DETAILS</b>					
TENDER NUMBER	<b>EMLM 23/2025</b>				
TENDER TITLE	<b>APPOINTMENT OF A PANEL OF FIVE (5) CONTRACTORS FOR BOREHOLE DRILLING, INSTALLATION AND MAINTENANCE FOR PERIOD OF 36 MONTHS</b>				
CLOSING DATE	<b>21 FEBRUARY 2025</b>		CLOSING TIME	<b>11H00</b>	
SITE MEETING	DATE	<b>N/A</b>		TIME	<b>N/A</b>
SITE MEETING ADDRESS	<b>N/A</b>				
CIDB GRADING REQUIRED	<b>N/A</b>		LEVEL AND CATEGORY	<b>N/A</b>	
TENDER DOCUMENT FEE	<b>R1000.00 (if collecting from the Municipality)</b> <b>Free when downloading from e-tender portal</b>		PREFERENCE POINT SYSTEM	<b>80/20</b>	
BID BOX SITUATED AT	<b>MAIN OFFICES, 2<sup>ND</sup> GROBLER AVENUE, Elias Motsoaledi Local Municipality.</b>				
OPERATING HOURS	The bid box is open during office hours, Monday to Thursday from 07h30 to 16h30 and Friday from 07h30 to 13h30.				
OFFER TO BE VALID FOR	90	DAYS FROM THE CLOSING DATE OF TENDER.			
<p><b>PLEASE NOTE:</b></p> <ol style="list-style-type: none"> <li>1. Prospective suppliers must be registered on CSD prior to submitting bids (open bids)</li> <li>2. <b>Tenders that are deposited in the incorrect box will not be considered.</b></li> <li>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.</li> <li>4. Mailed, telegraphic, telex, or faxed tenders will not be accepted.</li> <li>5. No late bids after closing date and time will be accepted.</li> <li>6. Bids not clearly marked and unamend will not be accepted.</li> </ol>					

**TENDER DETAILS**

7. Bids may only be submitted on the bid documentation provided by the municipality.
8. No awards will be made to a person:
9. Who is in the service of the state,
10. If that person is not a natural person , of which any director, manager, principal shareholder or stakeholder is a person in the service of the state  
Who is an advisor or consultant contracted with the municipality or municipal entity

**BIDDER'S TENDER DOCUMENTATION DECLARATION CERTIFICATION**

I, the undersigned certify that the information furnished on this declaration form is correct, completed and submitted.

NAME OF REPRESENTATIVE	
POSITION / DESIGNATION	
SIGNATURE	
DATE	

**TENDER NOTICE & INVITATION**  
**ELIAS MOTSOLEDI LOCAL MUNICIPALITY**  
**TENDER NO.: EMLM 23/2025 @ 11:00**



In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for **APPOINTMENT OF A PANEL OF FIVE (5) CONTRACTORS FOR BOREHOLE DRILLING, INSTALLATION AND MAINTENANCE FOR PERIOD OF 36 MONTHS**

Tender documents and specifications are available and can be obtained from CASHIERS OFFICE IN THE MAIN OFFICES, 2<sup>ND</sup> Grobler Avenue Groblersdal, P.O. Box 48, Groblersdal, 0470 Tel: [013] 262 3056, at a non-refundable deposit of R1000.00 when the bidder request/need a document from the municipality, and it is free of charge when downloaded from the e-tender portal. Payments can be made through cash payable to the Elias Motsoaledi Local Municipality cashiers.

The closing time for receipt of tenders is **21 February 2025 at 11h00**. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Hereafter all bids will be open in public.

Any technical enquiries relating to the tender document may be directed to the **Infrastructure Services (Mr. F Debeila/ J Malaka)** on 013 262 3056 or at [fdebeila@emlm.gov.za](mailto:fdebeila@emlm.gov.za) /[jmalaka@emlm.gov.za](mailto:jmalaka@emlm.gov.za) for any technical assistance.

Fully completed tender documents, clearly marked **APPOINTMENT OF A PANEL OF FIVE (5) CONTRACTORS FOR BOREHOLE DRILLING, INSTALLATION AND MAINTENANCE FOR PERIOD OF 36 MONTHS** with "**NAME of TENDERER**" must be placed in a sealed envelope and placed in the **tender box 3** on the **2<sup>nd</sup> Grobler Avenue**, Elias Motsoaledi Local Municipality, Main Offices, Groblersdal, **by no later than 21 February 2025 at 11h00**. The envelope must be endorsed with number, title and closing date as indicated above.

Bidders will be evaluated on functionality whereby **70 points** has to be attained before financial proposals can be looked at. A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 (as amended) and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Elias Motsoaledi Local Municipality where 90 points will be allocated in respect of price and 10 points in respect of Specific goal.

No awards will be made to a person:

- Who is not registered on the Central Supplier Database;
- Who is in the service of the state;
- If that person is not a natural person , of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points



## TERMS OF REFERENCE FOR

### **APPOINTMENT OF A PANEL OF FIVE (5) CONTRACTORS FOR BOREHOLE DRILLING, INSTALLATION AND MAINTENANCE FOR PERIOD OF 36 MONTHS**

#### **1. INTRODUCTION**

**Elias Motsoaledi Local Municipality** is seeking to appoint a qualified panel of contractors to perform for borehole drilling, installation and maintenance. The appointed panel will assist the municipality in ensuring sustainable water supply through the development of groundwater resources. This initiative aims to:

- enhance water supply by drilling new boreholes and installing associated infrastructure to ensure sustainable water access for communities.
- This tender seeks to engage proficient contractors for a period of 36 months to improve infrastructure and service delivery within the municipality.

#### **2. OBJECTIVE**

- To identify experienced contractors for the efficient drilling and installation of boreholes.
- Increase the number of operational boreholes to ensure adequate water supply in the municipality.
- Engage contractors who adhere to industry best practices and quality standards, ensuring the long-term durability and functionality of boreholes.
- Achieve cost-effective solutions by fostering competitive bidding among prospective contractors while maintaining high standards of service delivery.
- Ensure that all contracted projects are completed within agreed timelines, minimizing disruption to communities and maintaining public satisfaction.
- Promote the use of environmentally friendly methods and materials in the execution of all projects to support EMLM's commitment to sustainable development.
- Support local economic development by encouraging local contractors to participate, thereby fostering skills transfer and employment within the municipality.

#### **3. KEY DELIVERABLES**

The appointed contractors will be responsible for delivering the following key outputs:

- Conducting preliminary site assessments to determine the most suitable locations for borehole drilling.
- Drilling boreholes to the specified depths and diameters with a focus on maintaining water safety and environmental standards.

- Installing necessary borehole equipment, including pumps, pipes, and related fittings, to enable water extraction and distribution.
- Providing maintenance recommendations and guidelines for the ongoing functionality of the boreholes.
- Compiling and submitting comprehensive reports on each project, detailing the methodology, outcomes, and any recommendations for future improvements.

#### 4. SCOPE OF WORK

Upon the allocation of specific projects to the professional engineering consultants, the scope of work will include but not limited to the following:

##### 4.1. Borehole Drilling and Installation

- **Survey and Site Assessment:** Conduct a preliminary assessment of the designated sites for borehole drilling to ensure suitability and efficient water resource management.
- **Drilling Services:** Execute the drilling of boreholes to the required depths and specifications. This includes test drilling and logging.
- **Installation of Equipment:** Install necessary equipment such as submersible pumps, piping systems, and storage tanks to ensure proper functionality.
- **Water Quality Testing:** Perform water quality assessments to ensure compliance with local standards and health regulations.
- **System Maintenance:** Provide regular maintenance services and emergency repairs over the contract period.

## MINIMUM QUALIFYING REQUIREMENTS FOR PROSPECTIVE SERVICE PROVIDERS

### **RETURNABLE TENDER DOCUMENTS MUST BE COMPILED WITH CLEAR FILES DIVIDERS IN NUMERICAL ORDER AS PER THE BELOW MINIMUM REQUIREMENTS**

#### **Minimum Qualifying Requirements /Compulsory Returnable Documents:**

1. Fully Completed and Signed MBD Forms with a black ink (1; 4; 5; 6.1; 8 & 9).
2. Attach CSD registration report (**Detailed report**) (**NB: not Summary report**).
3. Valid copy of Entity / Company registration certificate.
4. Sign any alteration on the tender document (**NB: Do not Initialize**).
5. Sign every page on the tender document (**NB: Do not Initialize**).
6. Forms must be completed in a **Black ink**.
7. CIPC Abridged Certificate Annual returns (**Figures / Amount page**) (**NB applicable to entities that are in business for more than 12 months and must be paid before the closing date of the tender**).
8. Annual financial statement (**if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements - for the past three years; or since their establishment if established during the past three years**).
9. Letter of good standing (**Compensation for Occupational Injuries and Disease Act (COIDA)**) from Department of Labour.
10. Company profile (**Detailing; name of client; service provided; award amount; contact person and contact number**).
11. Proof of Municipal rates and taxes or services charges:
  - a. Of the company and all of its directors not in arrears for more than 90 days or
  - b. Confirmation from the municipality if municipal rates and taxes are not levied (for the company and all its director(s)) as per CK/Company form of address on the registration certificate or
  - c. if leasing, a signed lease agreement by the lessor and the lessee and the Municipal rates in the name of the lessor for both company and director(s).
12. Original Certified copies of ID's of the Director(s) (**Certification not older than 6 months from the closing date**).
13. **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.

**NB: FAILURE TO MEET ANY OF THE ABOVE REQUIREMENTS WILL LEAD TO IMMEDIATE DISQUALIFICATION,**



## Mandatory Compliance:

1. Submission of a bid price indicating a detailed breakdown.
2. Submission of a project proposal responding to the technical evaluation criteria
3. The 1st phase will be the evaluation of bids on functionality and during this stage bids that do not meet the minimum threshold for functionality will be disqualified and will not be considered for the second phase of evaluation, i.e.
4. Commercial evaluation based on price and specific goal. The 2nd phase evaluation will be on price points (80 points) and specific goal (20)
  - Price = 80 points
  - Specific goal = 20 points

## Phase 1: Functionality Evaluation

1. One service provider will be appointed for this assignment.
2. Service providers must meet the minimum threshold. Failure to meet the threshold in any of the deliverables will result in disqualification and the service provider not being considered for phase 2 evaluation.

## Checklist

No.	Requirements Checklist	Tick	Comment if not Attached
<b>COMPULSORY</b>			
1	Fully Completed and Signed MBD Forms with a black ink (1; 4; 5; 6.1; 8 & 9).		
2	Attach CSD registration report (Detailed report not Summary report).		
3	Valid copy of Entity / Company registration certificate.		
5	Sign any alteration on the tender document (NB: Do not Initialize).		
6	Sign every page on the tender document (NB: Do not Initialize).		
7	Forms must be completed in a Black ink.		
8	CIPC Abridged Certificate Annual returns (Figures / Amount page) (NB applicable to entities that are in business for more than 12 months and must be paid before the closing date of the tender).		
9	Annual financial statement (if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements - for the past three years; or since their establishment if established during the past three years).		
10	Letter of good standing (Compensation for Occupational Injuries and Disease Act) (COIDA) from Department of Labour.		
11	Company profile (Detailing; name of client; service provided; award amount; contact person and contact number).		
12	<ul style="list-style-type: none"> <li>• Proof of Municipal rates and taxes or services charges:               <ul style="list-style-type: none"> <li>○ Of the company and all of its directors not in arrears for more than 90 days or</li> </ul> </li> </ul>		

	<ul style="list-style-type: none"> <li>○ Confirmation from the municipality if municipal rates and taxes are not levied (for the company and all its director(s)) as per CK/Company form of address on the registration certificate or</li> <li>○ if leasing, a signed lease agreement by the lessor and the lessee and the Municipal rates in the name of the lessor for both company and director(s).</li> </ul>		
13	Original Certified copies of ID's of the Director(s) (Certification not older than 6 months from the closing date).		
14	<p>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:</p> <ul style="list-style-type: none"> <li>• All of the above requirements must be for the both entities.</li> </ul>		
<b>ZERO SCORE IF NOT SUBMITTED</b>			
15	Schedule of company experience (appointment letters and completion certificates)		
16	Curriculum Vitae of key personnel with original certified copies of qualifications, years of relevant experience on similar projects and projects names.		
18	<p>Schedule of plant:</p> <ul style="list-style-type: none"> <li>• Proof of ownership with certification not older than three months.</li> <li>• In case of hiring, a letter of intent must be submitted with proof of ownership by a rental company with certification not older than three months.</li> </ul>		

## **SUPPLY CHAIN MANAGEMENT**

### **EVALUATION PROCESS AND CRITERIA**

The following evaluation process and criteria will be used to evaluate all bids submitted:

#### **1. Compliance with Tender conditions**

##### **i. The Elias Motsoaledi Local Municipality will consider no bid unless it meets the following responsiveness criteria:**

- 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.
- 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.
- Bid forms must be completed in full and each page of the bid signed.
- A copy of the company registration certificate must be submitted with the bid on or before the closing time and date of the bid.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Compliance with the requirements of the bid and technical specifications.
- No bidder who is blacklisted by National Treasury or any National Authority due to non-performance will be considered.
- Proof of Municipal rates and taxes or services charges:
  - Of the company and all of its directors not in arrears for more than 90 days or
  - Confirmation from the municipality if municipal rates and taxes are not levied (for the company and all its director(s)) as per CK/Company form of address on the registration certificate or
  - if leasing, a signed lease agreement by the lessor and the lessee and the Municipal rates in the name of the lessor for both company and director(s).
- In case where 2 (two) or more companies decide to form a joint venture (JV), all the companies in the JV have to attach each and every document as requested above in addition to the Joint Venture Agreement
- ii. Meeting technical specifications and comply with bid conditions;
- iii. Financial ability to execute the contract; and

Empowerment objectives, points scored for price and / or points scored for functionality if

## FUNCTIONALITY EVALUATION CRITERIA:

No	BIDDER CRITERIA FOR EVALUATION FUNCTIONALITY	CRITERIA	POINTS ALLOCATION
1	<p>Company Experience List of completed similar projects (Borehole)</p> <p><i>Attached Appointment letters / Purchase Orders corresponding with stamped &amp; signed Reference letters for boreholes from previous or current clients</i></p>	<p>Value of Appointment letters or Purchase Orders</p> <ul style="list-style-type: none"> <li>R200 000-R500 000 = 10 points per letter</li> <li>R501 000 &amp; above = 25 points per letter</li> </ul>	50
2	<p>Project Management Team (Organogram) with names relevant to the project and qualifications</p>	<p>Attach Project Management Team (Organogram) with the following relevant names to the project:</p> <ul style="list-style-type: none"> <li>Project Manager (National Diploma or N6 Certificate in Civil Engineering or Higher) = <b>15 Points</b></li> <li>Site Manager (National Diploma or N6 Certificate in Civil Engineering or Higher) = <b>10 Points</b></li> <li>Site Foreman Minimum of NQF level 5 Certificate in Labour Intensive Construction= <b>5 points</b></li> <li>Safety Officer (certificate in safety management) = <b>5 Points</b></li> </ul>	35
3	<ul style="list-style-type: none"> <li>Occupational Health and Safety</li> </ul>	<ul style="list-style-type: none"> <li>Attach SHE policy (Safety, Health and Environment)</li> </ul>	15
Total points			100
Minimum qualifying points			70

All technical enquiries should be directed to Manager: PMU Mr. F. Debeila/ J Malaka at 013 262 3056 or [fdebeila@emlm.gov.za](mailto:fdebeila@emlm.gov.za) / [jmalaka@emlm.gov.za](mailto:jmalaka@emlm.gov.za)

## PHASE 2: PRICE AND PREFERENTIAL POINTS ALLOCATIONS

For quotes with a Rand value above R50 000 000, the preference point system of 90/10 will apply, where 90 points will be for **(Price)** and 10 points will be for **Specific Goals** (Black, Women, Disability & people living in rural underdeveloped areas) in terms of section 2(1)(d) of the Preferential Procurement Policy Framework Act, 2000, (Act No 5 of 2000)

<b>Price</b>	<b>=</b>	<b>80 Points</b>
<b>Specific Goals</b>	<b>=</b>	<b>20 Points</b>
<b>Total</b>	<b>=</b>	<b>100 Points</b>

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)
<b>51% Black owned Company</b>	<b>10</b>	
<b>Locality (NB: Choose one below)</b>	<b>MAX 10</b>	
<ul style="list-style-type: none"> <li>Within the area of Elias Motsoaledi Local Municipality</li> </ul>	10	
<ul style="list-style-type: none"> <li>Within the area of Sekhukhune District Municipality</li> </ul>	06	
<ul style="list-style-type: none"> <li>Within the area of Limpopo Province</li> </ul>	04	
<ul style="list-style-type: none"> <li>Within the Republic of South Africa</li> </ul>	02	
<b>TOTAL POINTS</b>	<b>20</b>	

## CONCLUSION

Any false information given by the Prospective Service Provider and not meeting the minimum qualifying requirement, will lead to automatic disqualification of the PSP.

The council reserves the right to accept either the whole or part of any Bid, or not to appoint at all. Faxes or e-mail is not acceptable. Bidders will be required to show compliance with the New Preferential Procurement Regulation of 2022

## **COMPULSORY MUNICIPAL BID DOCUMENTATION**

MBD 1	: Invitation to tender
MBD 4	: Declaration of interest
MBD 6.1	: Preference points in terms of Preferential Policy Regulations 2022
MBD 8	: Declaration of bidder's past supply chain management practices
MBD 9	: Certificate of Independent Bid Determine

**Ms. N.R MAKGATA Pr Tech Eng**  
**MUNICIPAL MANAGER**

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (ELIAS MOTSOLEDI LOCAL MUNICIPALITY)**

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
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DESCRIPTION	
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

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

**02 GROBLER AVENUE**

**GROBLERSDAL**

**0470**

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBE R		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBE R		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
CONTACT PERSON	V MASILELA	CONTACT PERSON	F DEBEILA
TELEPHONE NUMBER	013 262 3056	TELEPHONE NUMBER	013 262 3056
E-MAIL ADDRESS	<a href="mailto:vmasilela@emlm.gov.za">vmasilela@emlm.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:fdebeila@emlm.gov.za">fdebeila@emlm.gov.za</a>



## 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](http://WWW.SARS.GOV.ZA).
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

#### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- |  |     |    |                          |                          |
|--|-----|----|--------------------------|--------------------------|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | YES | NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?                       | YES | NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | YES | NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?           |     |    | YES                      | <input type="checkbox"/> |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?       |     |    | NO                       | <input type="checkbox"/> |

**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.**

### 3. Service Providers Declaration and Privacy Notice

- 3.1 I declare that I undertake to inform Elias Motsoaledi Local Municipality of any changes in my personal information.
- 3.2I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,
- 3.2.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality;
  - 3.2.2 conducting service provider vetting; and
  - 3.2.3 rendering services or providing goods to Elias Motsoaledi Local Municipality.
- 3.3I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.
- 3.4I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.
- 3.5I will not hold the Municipality responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.
- 3.6I confirm that I have read the notice and understand the contents.

**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.**

4. I, the undersigned certify that the information furnished on this declaration form is correct.

SIGNATURE OF BIDDER: .....

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

DATE: .....

## DECLARATION OF INTEREST

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

No.	Information	Please provide detail		
3.1	Full name of bidder or his or her representative			
3.2	Identity number			
3.3	Position occupied in the company (director, trustee, hareholder <sup>2</sup>			
3.4	Company registration number			
3.5	Tax reference number			
3.6	VAT registration number			
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>			
3.7	Are you presently in the service of the state?  If yes, please furnish particulars :	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 50px; text-align: center;">Yes</td><td style="width: 50px; text-align: center;">No</td></tr> </table>	Yes	No
Yes	No			
3.7.1	Name of director			
3.7.2	Service of state organization			

3.8	Have you been in the service of the state for the past twelve months?  If yes, please furnish particulars :	Yes No
3.8.1	Name of director	
3.8.2	Service of state organization	
3.9	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?  If yes, please furnish particulars :	Yes No
3.9.1	Name of person in the service of state	
3.9.2	Relationship	
3.10	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?  If yes, please furnish particulars :	Yes No
3.10.1	Name of person in the service of state	
3.10.2	Relationship	
3.11	<i>Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</i>  If yes, please furnish particulars :	Yes No
3.11.1	Name of director	
3.11.2	Service of state organization	
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?  If yes, please furnish particulars:	Yes No

3.12.1	Name of director		
3.12.2	Name of relative		
3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?  If yes, please furnish particulars:	Yes	No
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>“<sup>1</sup>In the service of the state” means to be –</p> <p>(a) a member of –</p> <p>(i) any municipal council;</p> <p>(ii) any provincial legislature; or</p> <p>(iii) the national Assembly or the national Council of provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official of any municipality or municipal entity;</p> <p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial public entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p>“<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>		

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

Full Name	Identity Number	State Number	Employee

#### 5. Service Providers Declaration and Privacy Notice

5.1 I declare that all the personal information furnished by me on this form is true and correct, and I undertake to inform Elias Motsoaledi Local Municipality of any changes in my personal information.

5.2 I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,

5.2.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality.

5.2.2 conducting service provider vetting; and

5.2.3 rendering services or providing goods to Elias Motsoaledi Local Municipality.

5.3 I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.

5.4 I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.

5.5 I will not hold the Municipality responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

5.6 I confirm that I have read the notice and understand the contents.

6. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

<b>NAME OF REP:</b> _____	<b>SIGNATURE:</b> _____
<b>DATE:</b> _____	<b>CAPACITY:</b> _____

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

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

		Tick box	applicable
1.	Are you by law required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	Yes	No
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes	No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	Yes	No
2.2	If yes, provide particulars:		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, provide particulars:		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, provide particulars:		

**CERTIFICATION**

I, the undersigned certify that the information furnished on this declaration form is correct  
I accept that the state may act against me should this declaration prove to be false.

<b>NAME OF REP:</b> _____	<b>SIGNATURE:</b> _____
<b>DATE:</b> _____	<b>CAPACITY:</b> _____



**AUDITED/INDEPENDENTLY REVIEWED ANNUAL FINANCIAL STATEMENT DECLARATION****SECTION A - COMPANY TYPE**

	Yes	No	Comment
Is the bidder a public company? Tick applicable box			If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. If no, complete section B

**SECTION B - PUBLIC INTEREST (PI) SCORE COMPUTATION**

		Allocate points
Workforce (Number of employees in prior financial year) - 1 point per employee	Number:	
Third party liabilities – 1 point per R1 million (or portion of)	R	
Turnover – 1 point per R1 million (or portion of)	R	
Number of shareholders – 1 point per shareholder (irrespective of how many shares they hold individually).	Number:	

---

**Total**

If the PI score is more than 350, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

If the PI score is less than 350, proceed to section C

**SECTION C**

Submit independently reviewed annual financial statements for the past three years or since the date of establishment if established during the past three years.

**CERTIFICATION**

I, the undersigned certify that the information furnished on this declaration form is correct  
I accept that the state may act against me should this declaration prove to be false.

Name of representative:	
Capacity:	
Authorised (undersigned)	signature
Date:	

---

## 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**

### GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 90/10 system for requirements with a Rand value of above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
- a) The applicable preference point system for this tender is the 90/10 preference point system.
  - b) The 90/10 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	20
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.

## 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).

## 2. 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:

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

Where

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

### 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:

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

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)
51% Black owned Company	10	
Locality (NB: Choose one below)	MAX 10	
<ul style="list-style-type: none"> <li>Within the area of Elias Motsoaledi Local Municipality</li> </ul>	10	
<ul style="list-style-type: none"> <li>Within the area of Sekhukhune District Municipality</li> </ul>	06	
<ul style="list-style-type: none"> <li>Within the area of Limpopo Province</li> </ul>	04	
<ul style="list-style-type: none"> <li>Within the Republic of South Africa</li> </ul>	02	
<b>TOTAL POINTS</b>	<b>20</b>	

## 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 :** .....  
: .....  
: .....  
: .....

## DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page</b></p>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> by clicking on its link at the bottom of the home page.</b></p>	Yes	No
4.2.1	If so, furnish particulars:		



Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		
5.	<b>Service Providers Declaration and Privacy Notice</b>  5.1 I declare that I undertake to inform Elias Motsoaledi Local Municipality of any changes in my personal information. 5.2 I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to, 5.2.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality; 5.2.2 conducting service provider vetting; and 5.2.3 rendering services or providing goods to Elias Motsoaledi Local Municipality. 5.3 I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations. 5.4 I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available. 5.5 I will not hold the Municipality responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.		

Item	Question	Yes	No
5.6	I confirm that I have read the notice and understand the contents.		

5.7 I, the undersigned certify that the information furnished on this declaration form is correct.

### **CERTIFICATION**

**I, the undersigned certify that the information furnished on this declaration form true and correct.**

**I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.**

<b>NAME OF REP:</b> _____	<b>SIGNATURE:</b> _____
<b>DATE:</b> _____	<b>CAPACITY:</b> _____

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This municipal bidding document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

**(Tender 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<sup>3</sup> will not be construed as collusive bidding.

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

### **Service Providers Declaration and Privacy Notice**

10. I declare that I undertake to inform Elias Motsoaledi Local Municipality of any changes in my personal information.
11. I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,
  - 11.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality;
  - 11.2 conducting service provider vetting; and
  - 11.3 rendering services or providing goods to Elias Motsoaledi Local Municipality.
12. I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.
13. I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.
14. I will not hold the Municipality responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.
15. I confirm that I have read the notice and understand the contents.

16.I, the undersigned certify that the information furnished on this declaration form is correct.

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

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

---

**Signature**

---

**Date**

---

**Position**

---

**Name of Bidder**

## **GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract are not included in this document and may be downloaded from the following website – [www.treasury.gov.za/legislation](http://www.treasury.gov.za/legislation)

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or sub clause in the General Conditions of Conditions 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

## **2. ADDITIONAL SPECIAL CONDITIONS OR AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**

### **2.1 General**

The following clauses add to, vary or otherwise amend the General Conditions of Contract:

#### **2.1.1 Cession (CL 2.5.1)**

Delete the words “without the written consent of the other”.

#### **2.1.2 Contractor's Superintendence (CL 4.12)**

Add the following sub-clause 4.12.4 to Clause 4.12:

“Where a form is included in the Appendix to the Contract Data for this purpose, the Bidder shall fill in the name of the person he proposes to entrust with the post of Contractor's Site Agent on this Contract in the space provided therefor. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered in the list.

The Contractor's Site Agent shall be on Site at all times when work is being performed.

The person as approved of by the Employers Agent in writing shall not be replaced or removed from Site without the written approval of the Employers Agent.”

#### **2.1.3 Programme (CL 5.6)**

Add the following sub-clause 5.6.6 to Clause 5.6:

“Failure on the part of the Contractor to deliver to the Employers Agent, the

- programme of the Works in terms of Clause 5.6.1 and
- supporting documents in terms of Clause 5.6.2

Within the period stated in the Contract Data, shall be sufficient cause for the Employers Agent to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.

#### **2.1.4 Contractor's Designs and Drawings (CL 5.9.7)**

“All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered Employers Agent, accomplished in such specific field of practice

and the cost thereof shall be borne solely by the Contractor.

Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employers Agent, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict”

### 2.1.5 Suspension of the Works (CL 5.11)

Add the following sub-clause 5.11.6 to Clause 5.11:

“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days’ notice to the Employer, suspend the progress of the Works.

The Contractor’s action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.

If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable.”

### 2.1.6 Extension of Time Arising from Abnormal Rainfall (CL 5.12)

Add the following to sub-clause 5.12.2.2:

“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:

$$V = (Nw - Nn) + \frac{Rw - Rn}{x}$$

V = Extension of time in calendar days for the calendar month under consideration

Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded

Nn = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records

Rw = Actual recorded rainfall for the calendar month

Rn = Average rainfall for the calendar month, as derived from existing rainfall records

x = 20

The rainfall records which shall provisionally be accepted for calculation purposes are:

**Based on records taken at:      Rainfall Station: MARBLE HALL    Lat: 24.9670 Lon: 29.3000 Height 914 m**

**Average No of Days with Rainfall exceeding 10mm:      69.2 days/year**

**Average Rainfall:      521.5 mm/year**

**Years of record: 1941-2015**



Month	Average rainfall for calendar month Rn	Average number of days for calendar month on which a rainfall of 10 mm or more were recorded Nn
	(mm)	(days)
January	84.7	8.4
February	71.4	6.7
March	60.9	5.8
April	32.9	3.87
May	10.2	1.5
June	4.2	0.7
July	1.7	0.4
August	4.1	0.7
September	15.4	1.9
October	49.3	5.5
November	86.3	8.6
December	100.5	8.3

The factor  $(N_w - N_n)$  shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor  $(R_w - R_n)/x$  shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.

The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of  $N_n$  and  $R_n$ ."

#### 2.1.7 Guarantee (Security) (CL 6.2)

Delete the contents of the first paragraph of Clause 6.2.1 and insert:

"The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Demand Guarantee, of Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity approved by the Employer, and shall conform in all respects to the format contained in the Appendix to the Contract Data.

Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.

Failure to produce an acceptable Demand Guarantee within the period stated in Clause 2.2.8 of the Contract Data is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to sub-clause 9.2.2.5 as amended in the Special Conditions of Contract."

#### 2.1.8 Variations (CL 6.3)

Omit the words "Provided that" under Clause 6.3.2 and omit Clause 6.3.2.1.

#### 2.1.9 Interim Payments (CL 6.10.1)

Add to the end of Clause 6.10.1 the following paragraph:

"The Contractor shall complete the 'Contractor's Monthly Report Schedule', which pro forma documentation is obtainable from the Employers Agent. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor's statement and a VAT invoice in original format are to be submitted to the Employers Agent. Issue by the Employers Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employers Agent".

Add to the end of Clause 6.10.1.5 the following paragraph:

"All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor's monthly statement.

Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data."

#### 2.1.10 Variations Exceeding 15 Per Cent (CL 6.11)

In sub-clause 6.11.1.3 omit the words "15 per cent" and replace with "20 per cent".

#### 2.1.11 Insurances (CL 8.6)

##### 2.1.11.1 Contractor to produce proof of payment

Delete sub-clause 8.6.6 and substitute with:

Agent: "The Contractor shall before commencement of the Works produce to the Employers

8.6.6.1 The policies by which the insurances are effected,

8.6.6.2 Proof that due payment of all premiums there under, covering the full  
required period has been made, and

8.6.6.3 Proof of continuity of the policies for the required period.

Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.

The Employers Agent shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6."

#### 2.1.11.2 Remedy of Contractor's failure to insure

Delete sub-clause 8.6.7 and substitute with:

“Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2.5, as amended, in the Special Conditions of Contract.”

#### 2.1.12 Termination of the Contract (CL 9.1)

Alter the numbering of:

Clause 9.1.5 to 9.1.6,  
Clause 9.1.6 to 9.1.7 and

insert the following new clause 9.1.5:

“The Employer shall be entitled to cancel the Contract, at any time for the Employer's convenience, by giving written notice of such cancellation to the Contractor. The termination shall take effect 28 days after the later of the dates which the Contractor receives this written notice or the Employer returns the Demand Guarantee. The Employer shall not cancel the Contract under this sub-clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.

This restriction on the Employer shall lapse 18 months after the date of receipt by the Contractor of cancellation in terms of this sub-clause”.

#### 2.1.13 Termination by Employer (CL 9.2)

Delete the contents of Clause 9.2 and substitute with:

“9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:

9.2.1.1 Sequestration of the Contractor's estate is ordered by a Court with due jurisdiction, or

9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods, or

- 9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Employers Agent, a gratuity or reward or commission, or
- 9.2.1.4 The Contractor furnished materially inaccurate information in his Bid, which had a bearing on the award of the Contract, or
- 9.2.1.5 The Contractor has abandoned the Contract
- 9.2.2 If the Contractor:
- 9.2.2.1 Has failed to commence the Works in terms of Clause 5.3 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Employers Agent written notice to proceed, or
- 9.2.2.2 Has failed to provide the Guarantee in terms of Clause 6.2 within the time stipulated in the Contract Data, or
- 9.2.2.3 Has failed to proceed with the Works with due diligence, or
- 9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Employers Agent written notice that the said materials or work have been condemned and rejected by the Employers Agent in terms of these conditions, or
- 9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or
- 9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Employers Agent's instructions to the contrary, sublet any part of the Contract, or
- 9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing, then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Employers Agent by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so

on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.

9.2.3 If the Contractor, having been given notice to rectify a default in terms of 55.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word “writing” in Clause 55.2.7 above.

9.2.4 Should the amounts the Employer must pay to complete the Works exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer.”

#### 2.1.14 Termination by the Contractor (CL 9.3)

Add the following paragraph as Clause 9.3.5:

“In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Employers Agent, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Employers Agent, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor’s rights to cancel the contract.”

### 3. **PRIORITY OF DOCUMENTS**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance.
- b) amplifications of the General Conditions of Contract within the Contract Data.
- c) additional special conditions or amendments to the General Conditions of Contract within the Contract Data.
- d) the General Conditions of Contract.
- e) the Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Employers Agent shall issue any necessary clarification or instruction.

## C2 PRICING SCHEDULE

### C2.1 PRICING INSTRUCTIONS

- a) These pricing instructions provide the tenderer with guidelines and requirements with regard to the completion of the pricing schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the contract to have been taken into account by the tenderer when developing his prices.
- b) The pricing schedule shall be read with all the documents which form part of this contract.
- c) The following words have the meaning hereby assigned to them:

Words/Abbreviation	Meaning
Example: M	Meter

- d) The rates to be inserted in the pricing schedule are to be full inclusive for the work described under the specification. Such 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.
- e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will invalidate your offer. Alterations must be acknowledged as per clause 2.11 of '1.3 STANDARD CONDITIONS OF TENDER'.
- f) All rates and sums of money quoted in the pricing schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.
- h) Provisional amounts shall only be expended on the specific instruction of the Employer.
- i) All prices and rates entered in the pricing schedule must be **exclusive of Value Added Tax (VAT)**.
- j) If registered VAT is should be added at below the schedule. If not VAT registered indicate "zero" or "-"
- k) Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
- l) In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.

- m) In cases of contract periods longer than 12 months and price adjustments is applicable, it will be based on CPI. If higher inflation is required indicate CPI + and number %.
- n) If the tender required firm (fixed prices) the amount indicated will be the tender amount.
- o) If the tender amount is payable at end of contract on delivery of goods and services, Scratch out total per month with N/A or “-“
- p) If the tender amount is based on rates, the tender will be awarded to the rate and the total contract amount will only be used for evaluation purposes.

## **C2.2 MBD 3.1 BID PRICE**

### **PURCHASES**

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

**Name of Bidder:..... Bid Number: EMLM23/2025**

**Closing Date: 21/02/2025**

**Closing Time: 11h00**

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



## C3 SCOPE OF WORKS

### 3. INTRODUCTION AND BACKGROUND

The municipality has initiated a program to develop service providers who are registered with a CIDB of 2CE, 3CE or 4CE. This programme is to ensure that the small medium enterprise are empowered and be able to compete with well established contractors at the end of the programme

### 4. DESCRIPTION OF THE SITE AND ACCESS

#### 4.1 Location of site

Elias Motsoaledi Local Municipality Area

#### 4.2 Access to site

Elias Motsoaledi Local Municipality Area

### 3. DETAILS OF THE WORKS

**PLEASE TICK ON THE AREA OF EXPERTISE FOR WHICH THE EXPRESSION OF INTEREST IS SUBMITTED**

Table 1: AREA OF EXPERTISE

FIELD	AREA OF EXPERTISE	Signature on the appropriate
<b>Civil and Engineering</b>	Borehole Drilling & Installation	
	Roads Maintenance and Re-gravelling	
	Stormwater	

### SCOPE OF WORK

Upon the allocation of specific projects to the professional engineering consultants, the scope of work will include but not limited to the following:

#### 3.1 Scope of Work for Boreholes

##### Water Capacity and Quality and Energizing

- Flushing/cleaning of the borehole
- Water Capacity Testing (Report to be submitted to Client)
- Water Quality Testing (By approved Laboratory Report to be submitted to Client)
- Payment to Eskom for Electricity
- Handling costs and profit in respect of item

##### Refurbishment of existing boreholes:

(All the repair works shall comply to SABS specifications. Repairal certificates shall be provided)

- Supply and install 100mm heavy duty mono columns complete set
- Supply and install 100mm heavy duty head complete set including bobbin bearings, bearing assembly with two groove and 288mm diameter as per specification drawings.

- Supply and install BP 30 Mono or equivalent Element as directed by the client.
- Supply and install 22kW electric motor and stater panel as per details.
- Supply and installation of electrical connection ancillaries and consumables.
- Supply and install non return valve, water meter, delivery pipework complete excluding all consumables.
- Supply and install precast concrete pump house as per DWA specifications, complete with heavy duty lockable steel access door.
- Refurbishment of the existing borehole concrete floor slab using 25Mpa concrete. The rate shall include formwork, concrete placement, compaction and smooth finish of the floor slab.
- Fencing around the borehole with lockable gate ( Palisade Fence)
- Excavate and Installation of 110mm PVC-O pipeline and connect to the 250mm rising main
- Borehole Marking

### **New Borehole**

- **DRILLING IN ALL FORMATION-** Rotary air percussion with foam - 0 to 150m  
a) 165mm diameter (Re drilling / Cleaning)
- **STEEL CASING (UNPERFORATED)-** Supply and install borehole steel casing pipes  
a) 165mm ID (minimum wall thickness 4mm)
- **STEEL CASING (PERFORATED)-** Supply and install borehole steel casing pipes  
165mm ID (minimum wall thickness 4mm)
- **REAMING OF BOREHOLES -** Borehole enlargement  
152/165mm
- **RECOVERY OF STEEL CASING**
- **FORMATION STABILISER** (Gravel Pack Supplied, delivered, installed)Quartz, washed, round (3mm-5mm)
- **CONCRETE APRON** (Supply and install)  
2m x 2m x 0.5m (DWS spec) with 25MPa concrete and 19mm maximum aggregate size
- **SANITARY SEAL** (Complete p/bh)  
Concrete collar (DWS spec)
- **BOREHOLE DISINFECTION** (Complete per/borehole)  
Supply chlorine and disinfection (Complete p/bh)
- **BOREHOLE PROTECTION CAP** 165 mm  
Supply and install steel borehole protection cap, 165mm
- **DATA RECORDING AND REPORTING -** (Complete per/borehole)

- **SITE FINISHING, COMPLETE PER BOREHOLE & BLOW YIELD TESTS**

### **3.2 Scope of Works for Road Maintenance and Re-gravelling**

- **Site Assessment:**
  - Conduct a thorough site investigation to assess the current condition of the road.
  - Identify key areas needing maintenance and re-gravelling.
  - Develop a baseline survey for road dimensions and existing materials.
- **Mobilization of Resources:**
  - Arrange for necessary permits and approvals from relevant authorities.
  - Mobilize necessary equipment, including graders, rollers, loaders, water trucks, and excavation machines.
  - Setup a temporary site office, storage, and accommodation for the crew if needed.
  - Procure raw materials such as gravel, sand, and binding agents.

#### **Traffic Management Plan**

- **Traffic Diversion and Control:**
  - Develop and implement a traffic management plan to ensure the safety of workers and road users.
  - Erect appropriate signage for detours, speed limits, and work zones.
  - Coordinate with local traffic authorities to manage traffic flow during peak hours.

#### **Road Maintenance Activities**

- **Clearing and Grubbing:**
  - Clear vegetation, debris, and obstructions from the road shoulders and drains.
  - Trim or remove trees and shrubs that may interfere with visibility or road stability.
- **Drainage System Maintenance:**
  - Inspect and clean existing drainage systems including culverts, ditches, and outlets.
  - Repair or replace any damaged drainage structures to ensure proper water flow.
- **Pothole Repair and Patching:**
  - Identify and mark potholes and compromised sections of the road.
  - Excavate damaged areas to a uniform depth and compact the base material.
  - Fill the excavated areas with suitable patching material and compress using rollers.

#### **Re-Gravelling Activities**

- **Subgrade Preparation:**
  - Level and compact the existing road surface to provide a stable foundation.

- Identify any weak subgrade areas and stabilize with additional materials if necessary.
- **Gravel Layer Placement:**
  - Spread a uniform layer of new gravel across the road surface.
  - Ensure the gravel is spread evenly using graders and manually adjust in needed areas.
- **Compaction:**
  - Compact the gravel using vibratory rollers to achieve the desired density and strength.
  - Apply water as needed during compaction to ensure optimal binding of materials.

### **Quality Assurance and Control**

- **Material Testing:**
  - Conduct regular tests on gravel and other materials to ensure compliance with project specifications.
  - Test compaction levels and adjust methods as needed to meet density requirements.
- **Inspection and Monitoring:**
  - Regularly monitor the progress and quality of work through on-site inspections.
  - Address any identified issues immediately to maintain project integrity.

### **Environmental and Health Safety Compliance**

- **Environmental Protection:**
  - Implement measures to mitigate dust, noise, and pollution during construction activities.
  - Ensure responsible disposal of any waste materials generated on-site.
- **Safety Protocols:**
  - Provide all workers with necessary personal protective equipment (PPE).
  - Conduct safety briefings and training sessions for all crew members.
  - Establish emergency procedures and first aid stations on-site.

### **Final Review and Handover**

- **Project Closeout:**
  - Remove all temporary structures and excess materials from the site.
  - Conduct a final inspection and address any remaining deficiencies.
  - Officially hand over the completed work to the authorities and obtain necessary certifications.

## **3.2 Nature of stratum on site**

Will be provided to the contractor prior to construction stage.

### **3.3 Construction in confined areas**

It may be necessary for the contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places excavation, construction and filling works will have to be performed in a small ( $\pm 1,0$  m width) working space. The method of construction in these confined areas largely depends on the contractor's constructional plant. The contractor shall note that, unless provided for in terms of the scheduled payment items of the project specifications, measurement and payment shall be in accordance with the specified excavation, construction and filling works, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

## **4. CONSTRUCTION PROGRAMME**

### **4.1 General**

The submission of a construction programme as stated per clause 15 of the general conditions of contract is compulsory.

Before any work is to be commenced on the site (within a period as stated in clause 15.2 of the general conditions of contract), the contractor must submit a detailed project programme for the construction of the works to the engineer for his approval.

In preparation of the construction programme the contractor must liaise with the engineer and the programme must take into account the coordination of all activities. The programme must consist of a detailed schedule or block diagram covering all aspects of the works and the planned time thereof must, with the contract period as time basis, be shown.

Rainfall conditions will be taken as abnormal when the average rainfall, as shown in clause 2.1.6, is exceeded and the contractor must then apply in writing for extension of the contract period using clause 50(5) of the special conditions of contract.

The contractor shall submit to the engineer a realistic, detailed programme not later than 14 days after receipt of the letter of acceptance. The programme shall be in bar-chart format showing in detail how the contractor proposes to complete the work covered by this contract by the due completion date.

The following details must be stated:

- i) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.

- ii) A budget of the value of completed work, month by month, for the full contract period.
- iii) The contractor's plant commitment on the contract for every fortnight.
- iv) The critical path.

The programme shall be kept up to date. If a contractor fails to maintain progress in terms of the programme, he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the works before the due completion date.

The approval of any programme by the engineer shall have no contractual significance, other than satisfying the engineer that the work is carried out according to such programme and that the contractor undertakes to carry out the work in accordance with the programme. The engineer will have the right to instruct the contractor to revise the programme if necessitated by circumstances.

## **4.2 Time for completion**

3 Financial Years (01 July 2024 - 30 June 2025, 01 July 2025 - 30 June 2026, 01 July 2026 - 30 June 2027)

## **5. SITE FACILITIES AVAILABLE**

### **5.1 Water supply**

Fresh water will be available for domestic and construction purposes; however, the contractor must supply all necessary materials for the water connection at a position pointed out by the engineer. The availability of water cannot be guaranteed by the municipality and in the event of water no longer being freely available, the contractor must make his own arrangements to acquire it.

The rates tendered for the relevant items in the preliminary and general section of the schedule shall include all costs for the establishment and maintenance of water supply to the works and the contractor shall make his own arrangements for the possible conveyance and storage of water if necessary. The contractor will be held responsible for any wastage of water due to negligence.

### **5.2 Power supply**

Electrical power cannot be guaranteed by the municipality. During power failures and shortages, the contractor must make his own arrangements for the provision of electricity.

The rates tendered for the relevant items in the preliminary and general section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works.

## **6. FACILITIES REQUIRED ON SITE**

### **6.1 Facilities for the engineer**

A site office for the engineer is not required.

## **6.2 Facilities for the contractor**

The following facilities are required on the site for the contractor in addition to the facilities required by the contractor for his own purposes:

### **Ablution and sanitary facilities**

The contractor shall erect and maintain on the site proper ablution facilities. The contractor shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works it from the site.

### **Site establishment**

The engineer/ Municipality shall indicate the location for the site office before the contractor establishes site.

## **6.3 Laboratory facilities (clause 7 SABS 1200A)**

The contractor shall provide Laboratory facilities at an SABS accredited laboratory to conduct tests as required or as specified/measured in the bills of quantity.

## **6.4 Municipal name board**

Not applicable

## **6.5 Housing for the engineer and/or his representative**

No housing is required for the engineer or his representative.

## **6.6 Telephone Facilities**

Telephone facilities are not needed on the site. The contractor's representative on site shall at all times be reachable by cell phone.