



MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAKHADO LOCAL MUNICIPALITY					
BID NUMBER:	52 / 2023	CLOSING DATE:	12 JUNE 2023	CLOSING TIME:	12H00PM
DESCRIPTION	APPOINTMENT FOR A PANEL OF CONTRACTORS FOR ROAD MAINTENANCE AND RELATED SERVICES IN MAKHADO LOCAL MUNICIPALITY FOR THE PERIOD OF THREE (03) YEARS				
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)

POSTAL ADDRESS:
PRIVATE BAG X 2596, MAKHADO, 0920
STREET ADDRESS
CIVIC CENTRE, 83 KROGH STREET, MAKHADO.0920

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	BUDGET AND TREASURY	CONTACT PERSON	MR MG RALESHUKU
CONTACT PERSON	MS P MUDAU	TELEPHONE NUMBER	015 519 3000
TELEPHONE NUMBER	015 519 3044	FACSIMILE NUMBER	015 516 6145
FACSIMILE NUMBER	015 516 6145	E-MAIL ADDRESS	muvhulawar@makhado.gov.za
E-MAIL ADDRESS	phophimu@makhado.gov.za		

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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .	
2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



military veterans

Department:
Military Veterans
REPUBLIC OF SOUTH AFRICA

NOTICE

The Minister of Defence & Military Veterans has on 25 April 2023, gazetted an invitation to the Military Veterans Community and members of the Public, to make comments / inputs on the proposed Military Veterans Pension Regulations, 2023.

A copy of the gazetted draft Regulations can be accessed at: the Department of Military Veterans website, www.gpaa.gov.za or www.dmv.gov.za or the Government Gazette online portal.

The **closing date** for comments/inputs is **20 May 2023**. Late inputs may not be considered.



THULAMELA

LOCAL MUNICIPALITY

FOURTH (4th) SUPPLEMENTARY VALUATION ROLL NOTICE

Thulamela Local Municipality hereby gives notice in terms of Section 78 and 79 read together with section 41 of the Local Government Municipal Property Rates Act 6 of 2004 that the compilation of 4th supplementary valuation roll will be conducted from the 4th of May 2023 to the 26th May 2023.

Attention is specifically drawn to the fact that in terms of section 77 of the Act read together with section 45, a municipality must regularly, but at least once a year, update its valuation roll by causing –

(a) a supplementary valuation roll to be prepared, if section 78 applies; or

(b) the valuation roll to be amended, if section 79 applies.

For further enquiries during office hours please contact: Mr. Mudzunga M @ 015 962 7500
Or
Thulamela Local Municipality
Thohoyandou Civic Centre,

Old Agriven Building, Thohoyandou
Mr. MT Makumule
MUNICIPAL MANAGER



SDA

SEKHUKHUNE

DEVELOPMENT AGENCY

REACHING NEW HEIGHTS

ADVERTISEMENT

CALL FOR NOMINATIONS OF CANDIDATES TO SERVE ON THE SEKHUKHUNE DEVELOPMENT AGENCY BOARD OF DIRECTORS FOR A PERIOD OF THREE YEARS

Notice is hereby given by Sekhukhune District Municipality in terms of section 93E of the Local Government: Municipal Systems Act 32 of 2000 and read with item 4(3) of the By-law for establishing and operating Sekhukhune Development Agency (2010) that member of the public and interested persons are informed of the six (06) non-executive directors vacancies in the Sekhukhune Development Agency Board. Applicants are required to comply with section 93E (1) and 93F about eligibility for nominations.

Board members should have experience and qualifications in the following fields: Law, Financial Management and Accounting, Strategic Management, Project Management, Engineering Studies, Agricultural Science, Business Development, Tourism Development and Management, Mining, Development Studies, Development Planning, Economics/Economic Development Studies, Development Finance, Property Development, Contract Law.

Term of Office: Non-Executive Directors serve for a period not exceeding three (03) Years.

Remuneration of members: Successful members will be remunerated according to the rates determined and published by National Treasury

All nominations should be directed to Ms. Elizabeth Kubuzie, Sekhukhune Development Agency @ Kubuziee@sekhukhune.gov.za 013 262 7782 or hand deliver to Elizabeth Kubuzie, Sekhukhune District Municipal Offices, Bareki Mall Shopping Centre, corner Chris Wild and Van Riebeeck streets, Groblersdal, 0470.

Returnable documents: Nomination letter, Certified I.D Copy, Certified driver's license copy, CV, Certified Copies of qualifications, proof of residence. If submitted by email only one scanned copy is required, and scanned documents should be in pdf file format.

Note: Please note that only shortlisted candidates will be contacted and if you have not been contacted within three (03) months, please consider your application unsuccessful.

Closing date: 24 May 2023 at 16h00



GREATER LETABA MUNICIPALITY

BID NOTICE AND INVITATION TO BID

Experienced as well as emerging bidders are hereby invited to bid for the following:

BID NUMBER	PROJECT NAME	CIDB GRADING	DATE FOR COMPULSORY BRIEFING SESSION	POINT SCORING SYSTEM	CLOSING DATE	NON-RE-FUNDABLE AMOUNT (VAT INCLUSIVE)	CONTACT PERSONS FOR TECHNICAL QUERIES
GLM029/2023	Supply and delivery of 22x 6m3 skip bins	N/A	N/A	80-Pricing 20-Specific votes	18 May 2023	R560.05	Ms Shoroma L 082 578 9524
GLM030/2023	Two(2) Additional service providers to supply and deliver fuel diesel, petrol, and oil for a period of 36 months	N/A	N/A	80-Pricing 20-Specific votes	05 June 2023	R840.68	Ms Sesene AN 064 848 5297
GLM-PROP/2023	Request for proposal for the lease and operation of Modjadjiskloof Resort (Caravan Park)	N/A	N/A	N/A	25 Ma 2023	R840.68	Mr Rababalela ME 079 517 9411

Bid document will be obtainable as from the 8 May 2023 at Greater Letaba Municipality and the municipal website upon non-refundable amount for a bid in question. Payment method for the bid document can be cash or EFT (Bank: FNB, Account holder: Greater Letaba Municipality, Account no: 521 0000 5761, Branch code 260449, Ref No. for FNB Users:111 00000 00000, Ref No. for other banks: Bid number)

All bids will remain valid for a period of 90 days after the time and date of opening. Late submissions, telegraphic, telefax or email transmission bids will not be accepted. Greater Letaba Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the bid as a whole or in part.

All bids and supporting documents must be sealed in a cover clearly marked “**the relevant bid number**” and “**project name**” and must be deposited in the bid box, at Greater Letaba Municipality foyer on / before 12H00 midday on the closing date when they will be opened in public.

All Supply Chain Management related queries will be directed to Ms Ramafalo MP at 087 086 7471 and Ms Mtebule TY at 087 086 7491 at Greater Letaba Municipality.

Lekhota MP : Municipal Manager



MAKHADO

LOCAL MUNICIPALITY

TENDER NOTICE

All suitable service providers are hereby invited to bid for the below mentioned projects. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable from 12 May 2023 at non –refundable amount of R600.00 per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free <https://etenders.treasury.gov.za/content/advertised-tender> or www.makhado.gov.za.

BID NO:	DESCRIPTION	EVALUATION CRITERIA	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
52 of 2023	Appointment for a panel of contractors for road maintenance and related services in Makhado Local municipality for the period of three (03) Years	90/10 PREFERENTIAL POINTS WITH FUNCTIONALITY	• CIDB Grading 05CE or higher. • Attach three years audited financial statement (only those that are required by law to be audited)	Director Technical services: MS DG Siboiboi or Mr MG Raleshuku at 015 519 3000	Ref: 8/3/2/1984 Notice no: 60 /2023	12 June 2023 at 12H00pm
53 of 2023	Appointment of electrical contractor to Supply, construction, and commissioning of new 22kv line from Mara 22kv line to Makhitha village	80/20 preferential points with functionality	• Certified copy of a valid ORHVS certificate, with modules 1 to 10 or HVO-level 04. • CIDB grading 02EP or higher. • A certified copy of a valid wiremen's license • A letter/certificate as proof of being registered with the department of labour as an electrical contractor with IE or me (installation or master electrician) number.	Director Technical services: MS DG Siboiboi or Mr MT Matodzi at 015 519 3000	Ref: 8/3/2/1985 Notice no: 61 /2023	31 May 2023 at 12H00pm
54 of 2023	Supply and Delivery of 110V DC Drive motors for the 22KV Kiosk Breakers (SF6 Gas Circuit Breakers)	80/20 preferential points		Director Technical services: MS DG Siboiboi or Mr MT Matodzi at 015 519 3000	Ref: 8/3/2/1986 Notice no: 62/2023	26 May 2023 at 12H00pm

Completed bid documents signed by a duly authorized person, sealed in an envelope clearly marked “**As mentioned above**” must reach the undersigned by depositing it into the tender box at the foyer of the main entrance to the Civic Centre by not later than “**As mentioned above**” when all tenders received will be opened in public in the Council Chamber, Ground Floor, Civic Centre, No.83 Krogh Street, Makhado.

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as per above mentioned table.

Bids which are late, incomplete, unsigned, or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated, and will be disqualified:

- Valid Tax compliance status pin issued by SARS
- A copy of company registration documents (CK)
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months certification.
- Attach proof of payment for municipal rates not owing for more than (03) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)
- Copy of central supplier database (CSD) report.

NB:

- All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database).
- A copy of a certified copy will not be accepted.

All procurement enquiries should be directed to Ms. P Mudau or Mr. M Ramabulana at Tel no. (015) 519 3044/3024

Civic Centre
83 Krogh Street
MAKHADO

MR KM NEMANAME
MUNICIPAL MANAGER

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 1200	GENERAL REQUIREMENTS AND PROVISIONS						
B12.01	Protection, removal, realignment and replacement of services						
(a)	Utility services						
i.	Relocation of services only by Engineer's instruction	Prov Sum	1,00				
ii.	Handling cost and profit in respect of sub item B12.01(a)(i) above	%	1,00				
C12.01	Project Liaison						
(a)	Project liaison officer (s)	Prov Sum	5 000,00				
(b)	Project Liaison committee	Prov Sum	2 000,00				
(c)	Contractor's charge to allow for handling costs and all other charges in respect of subitems C12.01 (a) and (b)	%	0,00				
12/D07.01	Provisional Sum						
(a)	Technical skills	Prov Sum	45 000,00				
(b)	Generic and Management skills	Prov Sum	35 000,00				
(c)	Training venue	Prov Sum	4 500,00				
(d)	Remuneration of workers undergoing technical training	Prov Sum	20 000,00				
(e)	Social Consultant	Prov Sum	30 000,00				
(f)	Environmental Impact Assessment	Prov Sum	30 000,00				
(h)	Contractor's handling costs, profit and all other charges in respect of subitems B12.01 (a),(b), (c), (d), (e), (f) and (g)	%	0,00				
1200	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS						
B13.01	The contractor's general obligations:						
(a)	Fixed obligations	Lump Sum	1,00				
(b)	Value-related obligations	Lump Sum	1,00				
(c)	Time-related obligations	month	1,00				
(d)	Handling cost and profit in respect of subitem B13.01(e)	%	1,00				
NB	The combined total tendered for sub-items (a), (b) and (c), shall not exceed 20% of the tender sum						
E23.01	Contractors' initial obligations in respect of the Occupational health and safety Act and Construction regulations	Lump Sum	1,00				
E23.02	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month	1,00				
E23.03	Submission of the Health and safety File	Lump Sum	1,00				
1300	TOTAL CARRIED FORWARD						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
1300	BROUGHT FORWARD						
H11.01	Penalty for unnecessary removal or damages to the tress for the following diameter sizes:						
(a)	2600mm girth or less	No	Rate Only				
(b)	Greater than 2600mm ,but less than 6180mm girth	No	Rate Only				
(c)	Greater than 6180mm girth	No	Rate Only				
H11.02	Penalty for serious violations						
(a)	Hazardous chemical/oil spill/or dumping in non-approved sites	No	Rate Only				
(b)	General damage to sensitive environment	No	Rate Only				
(c)	Damage to cultural and historical sites	No	Rate Only				
(d)	Pollution of water sources	No	Rate Only				
(e)	Unauthorised blasting activities	No	Rate Only				
(f)	Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost)	No	Rate Only				
H11.03	Penalty for less serious violations						
(a)	Littering on site	No	Rate Only				
(b)	Lighting of illegal fires on site	No	Rate Only				
(c)	Persistent or un-repaired fuel and oil leaks	No	Rate Only				
(d)	Excess dust or excess noise emanating from site	No	Rate Only				
(e)	Dumping of milled material in side drains or on grassed areas	No	Rate Only				
(f)	Possession or use of intoxicating substances on site	No	Rate Only				
(g)	Any vehicles being driven in excess of designated speed limits	No	Rate Only				
(i)	Urination and defecation anywhere except in designated areas	No	Rate Only				
13/H11.04	Contractor's time related obligations in respect of Environmental management plans and specifications month.	month	7,00				
1300	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 1400	OFFICES FOR THE ENGINEER'S SITE PERSONNEL			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
14.01	Office and laboratory accommodation:						
(e)	Ablution units	m²	1,00				
(g)	Conference room	m²	1,00				
14.02	Office and laboratory furniture:						
(a)	Chairs	no	1,00				
(f)	Conference tables (to seat up to 18 persons)	no	1,00				
14.03	Office and laboratory fittings, installations and equipment						
(a)	Items measured by number:						
(i)	220/250 volt power points	no	1,00				
(ii)	Double 80 watt fluorescent-light fittings complete with ballast and tubes	no	1,00				
	Air-conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	no	1,00				
(iii)	Provision of Cellphone service, including the cost of calls in connection with contract administration and cellphone rental	Provisional Sum	1,00				
(f)	Handling cost and profit in respect of subitem B14.03(iii)	%	1,00				
14.07	Rented, hotel and other accommodation:						
(a)	Provisional Sum for providing rented housing, hotel or other accommodation as described in Subsubclause 1403(c) (ii)	-	Prov				
(b)	Handling cost and profit in respect of subitem B14.03(iii)	%	0,00				
14.08	Services:						
(a)	Services at offices and laboratories:						
(i)	Fixed costs	Lump Sum	1,00				
(ii)	Running costs	Mth	1,00				
14.10	Photostat and Fax Facilities:						
	Provision of photostat and faxing facilities	Mth	1,00				
1400	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 1500	ACCOMMODATION OF TRAFFIC			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
B 15.01	Accommodating traffic and maintaining temporary deviations						
(a)	On the streets	km	1,00				
B15.03	Temporary traffic control facilities:						
(a)	Flagmen	man-day	1,00				
(b)	Portable STOP and GO-RY signs	No	1,00				
(c)	Temporary traffic control signals (red, amber and green lenses of 150mm dia. With background board)	No	Rate Only				
(d)	Amber flicker lights	No	1,00				
(e)	Road signs, R- and TR series (1200mm diameter)	No	1,00				
(f)	Road signs, TW series (1524mm sides)	No	1,00				
(g)	Road signs, STW-, DTG-, TGS- and TG series (excluding delineators and barricades)	m²	1,00				
(h)	Delineators (DTGS03):						
1.	Single	No	1,00				
2.	Mounted back to back	No	1,00				
(i)	Movable barricade/road sign combination chevron and road closed	No	Rate Only				
(m)	Two-way communication devices	No	1,00				
B15.03(n)	Other traffic control measures ordered by the engineer:						
(i)	Provision of other traffic control measures	Prov Sum					
(i)	Handling costs and profit in respect of sub-item B15.03(n)(i)	%					
15.09	Maintenance of the bituminous surfacing and pavement of temporary deviations with bituminous surfacing and existing roads with bituminous surfaced used as temporary deviations	Prov Sum	25 000,00				
B15.10	Accommodation of traffic where the road is constructed in half-widths	km	Rate Only				
B15.15	Provision of safety equipment for use by the engineer						
(a)	Amber flashing roof mounted for engineers staff	No	3,00				
(b)	Retro-reflective safety vests for engineers personnel	No	3,00				
B15.16	Traffic safety officer	Month	7,00				
B15.17	Penalty to be deducted for non-compliance with requirements for accommodation of traffic						
(a)	Fixed penalty per occurrence	No	Rate Only				
(b)	Time related penalty	h	Rate Only				
1500	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 1700	CLEARING AND GRUBBING			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
B17.02	Clearing and grubbing	ha					
17.02	Removal and grubbing of large trees and tree stumps:						
(a)	Girth exceeding 1m up to and including 2m	No	Rate Only				
(b)	Girth exceeding 2m up to and including 3m	No	Rate Only				
(c)	Girth exceeding 3m up to and including 4m	No	Rate Only				
17.03	Re-clearing of surfaces (on the written instructions of the engineers only)	ha	1,00				
17.04	Clearing and grubbing at inlets and outlets of hydraulic structures	m ²	1,00				
17.05	Cleaning out of hydraulic structures:						
(a)	Pipes with an internal diameter up to and including 750mm	m ³	1,00				
(b)	Pipes with an internal diameter exceeding 750mm	m ³	1,00				
(c)	Box culverts up to and including 1,5m vertical dimension	m ³	1,00				
(d)	Box culverts exceeding 1,5m vertical dimension	m ³	1,00				
1700	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 1800	DAYWORKS			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
B18.01	Personnel during normal working hours:						
(a)	Unskilled labour	hour	1,00				
(b)	Semi-skilled labour	hour	1,00				
(c)	Skilled labour	hour	1,00				
(d)	Ganger	hour	1,00				
B18.02	Personnel, outside normal working hours:						
(a)	Outside normal hours and Saturdays						
(i)	Unskilled labour	hour	1,00				
(ii)	Semi-skilled labour	hour	1,00				
(iii)	Skilled labour	hour	1,00				
(iv)	Ganger	hour	1,00				
(v)	Foreman	hour	1,00				
B18.03	Plant:						
(a)	Provisional sum for renting of plant	PC Sum	1,00				
(b)	Handling costs and profit in respect of sub-item B18.03(a)	%	0,00				
B18.04	Materials:						
(a)	Procurement of materials	PC Sum	1,00				
(b)	Contractor's handling costs, profit and other charges in respect of sub-item B18.04(a)	%	0,00				
B18.05	Transport:						
(a)	LDV	km	1,00				
(b)	Flatbed truck						
(i)	5 ton	km	1,00				
(ii)	10 ton	km	1,00				
1800	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 2100	DRAINS			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
21.01	Excavation for open drains:						
(a)	Excavating soft material situated within the following depth ranges below the surface level:						
1.	0m up to 1,5m	m³					
2.	Exceeding 1,5m and up to 3,0m	m³	Rate Only				
(b)	Extra over sub-item 21.01(a) for excavation in hard material, irrespective of depth	m³	Rate Only				
21.02	Clearing and shaping existing open drains	m³	0,00				
B21.03	Excavation for subsoil drainage systems:						
(a)	Excavating soft material situated within the following depth ranges below the surface level:						
1.	0m up to 1,5m	m³					
2.	Exceeding 1,5m and up to 3,0m	m³					
(c)	Extra over item 21.03(a) for excavating through stabilised layers of existing pavement	m³					
B21.03	Impermeable backfilling to subsoil drainage systems						
(a)	Unstabilised natural gravel	m³					
(b)	G5 material stabilised with 4% stabilising agent	m³					
B 21.12	Concrete outlet structures, manhole boxes, Junction boxes, and cleaning eyes for subsoil drainage systems	No					
21.18	Excavation for the clearing of existing drainage systems:						
(a)	Manhole and in-/outlet structures	m³					
(b)	Culvert barrels	m³					
(c)	Concrete side drains	m³					
21.19	Selected backfill material under concrete-lined side drains compacted to 93% mod. AASHTO density	m³					
2100	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 2200	PREFABRICATED CULVERTS			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
22.01	Excavation:						
(a)	Excavating soft material situated within the following depth ranges below the surface level:						
1.	0m up to 1,5m	m³	1,00				
2.	Exceeding 1,5m and up to 3,0m	m³	1,00				
22.02	Backfilling:						
(a)	Using the excavated material	m³	1,00				
(b)	Using imported selected material	m³	1,00				
(c)	Extra over sub-items 22.02(a) and (b) for soil cement backfilling containing 5% cement	m³	1,00				
22.03	Concrete pipe culverts:						
(a)	On class A bedding:						
1	Type SC 75D load pipes with ogee joints:						
i.	600mm diameter	m	1,00				
ii.	750mm diameter	m	1,00				
iii.	900mm diameter	m	1,00				
(b)	On class B bedding:						
1.	Type SC 75D load pipes with ogee joints:						
i.	600mm diameter	m	Rate Only				
ii.	750mm diameter	m	Rate Only				
iii.	900mm diameter	m	Rate Only				
22.05	Portal and Rectangular Culverts						
(b)	Without prefabricated floor slabs(450x450)	m	Rate Only				
22.07	Cast in situ concrete and formwork:						
(b)	In floor slabs for portal or rectangular culverts, including formwork, joints and class U2 surface finish (class 30/19)	m³	1,00				
22.08	Concrete backfill for culverts (class 15/19)	m³	1,00				
22.10	Steel reinforcement:						
(c)	Welded steel fabric	kg	1,00				
22.12	Removing existing concrete:						
(a)	Plain concrete	m³	1,00				
(b)	Reinforced concrete	m³	1,00				
22.15	Treating surface with epoxy resin for joining new to old concrete (wet to dry epoxy)	l	1,00				

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
2200	BROUGHT FORWARD						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
2200	BROUGHT FORWARD			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
22.13	Removing and re-laying existing pipes:						
(a)	600mm diameter	m	1,00				
(b)	750mm diameter	m	1,00				
22.14	Removing and stacking existing prefabricated culverts:						
(a)	450 x 600mm box culvert	m	1,00				
22.15	Treating surfaces with epoxy resin for joining new to old concrete (wet to dry epoxy)	l	1,00				
2200	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 2300	CONCRETE KERBING, CONCRETE CHANNELLING, OPEN CONCRETE CHUTES AND CONCRETE LININGS FOR OPEN DRAINS			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
23.01	Concrete kerbing:						
(a)	Prefabricated battered concrete kerb:						
i	SABS Fig. 3	m	1,00				
ii	SABS Fig. 7	m	1,00				
iii	SABS Fig. 8B	m	1,00				
iv	Remove and recover existing kerbs (fig. 3, 7, 8 or 9) clean and reconstruct in new position	m	1,00				
B23.02	Concrete kerbing-channelling combination:						
(a)	Prefabricated battered concrete kerb, SABS 927 Fig 7, & 8B, with cast in situ class 30/19 concrete channel:						
i	300mm wide	m	1,00				
ii	600mm wide	m	1,00				
iii	Remove and recover existing kerbs (fig. 3, 7 or 8) clean and reconstruct together with new 300mm wide channel in new position	m	1,00				
(b)	Cast in situ concrete in edge beam using 30/19 concrete measuring 300 x 400mm	m³	1,00				
23.09	Formwork to cast in situ concrete lining for open drains (class F2 surface finish):						
(a)	To sides with formwork on the internal face only	m²	1,00				
(b)	To sides with formwork on the internal and external faces (each face measured)	m²	1,00				
(c)	To ends of slabs	m²	1,00				
23.10	Sealed joints in concrete linings for open drains, Flexcell joint with polysulphide sealant	m	1,00				
(c)	Welded steel fabric	kg	1,00				
23.13	Polyethylene sheeting (0,15mm thick) for concrete-lined open drains	m²	1,00				
23.14	Cutting bituminous surfacing and pavement layers for concrete kerbing, channelling or concrete-lined drains	m	1,00				
B23.16	Demolition and removal of existing kerbs and/or channel	m³	1,00				
2300	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 3300	MASS EARTHWORKS			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
B33.01	Cut and borrow to stockpile, including free-haul up to 1km:						
(a)	Gravel material in compacted layer thicknesses of 150mm and less:						
i.	Compacted to 93% of mod. AASHTO density	m ³	1,00				
ii.	Compacted to 93% of mod. AASHTO density	m ³	1,00				
(b)	Material in compacted layer thicknesses exceeding 200mm:						
33.04	Cut to spoil, including free-haul up to 1,0 km. Material obtained from:						
(a)	Soft excavation						
i.	Roadworks	m ³	1,00				
(b)	Intermediate excavation	m ³	1,00				
(c)	Hard excavation	m ³	1,00				
33.09	Material bladed to windrow	m ³	1,00				
33.10	Roadbed preparation and the compaction of material:						
(a)	Compaction to 90% of Mod. AASHTO density	m ³	1,00				
33.13	Finishing-off cut and fill slopes, medians and interchange areas:						
(a)	Cut slopes	m ²	1,00				
(b)	Fill slopes	m ²	1,00				
(c)	Medians and interchange areas	m ²	1,00				
3300	CARRIED FORWARD						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
3300	BROUGHT FORWARD						
	OVERHAUL						
33/B16.02	Overhaul on material hauled in excess of 1km (ordinary overhaul)	m³-km	1,00				
	BORROW MATERIAL						
33/32.04	Removal of oversize pavement material	m³	1,00				
33/32.05	Additional normal grid rolling	m³	1,00				
33/32.06	Stockpiling of material	m³	1,00				
33/35.03	Mechanical modification (extra over untreated layer):						
(b)	By mixing material from different sources	m³	1,00				
3300	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 3400	PAVEMENT LAYERS OF GRAVEL MATERIAL			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
34.01	Pavement layers constructed from gravel taken from cut, stockpile or borrow, including freehaul up to 1.0km:						
(a)	Gravel layer compacted to:						
i.	93% mod. AASHTO density (lower selected)	m³	1,00				
ii.	95% mod. AASHTO density (upper selected)-Subbase	m³	1				
34.02	Extra over item 34.01 for excavation of material in:						
(a)	Intermediate excavation	m³	1,00				
(b)	Hard excavation	m³	1,00				
34.03	Pavement layers constructed from gravel obtained from existing pavement layers:						
(a)	Gravel selected layer compacted to 93% mod. AASHTO density using:						
i.	Non-cemented material (150mm)	m³	1,00				
ii.	Cemented material (150mm)	m³	1,00				
(b)	Gravel selected layer compacted to 95% mod. AASHTO density, using:						
i.	Non-cemented material (150mm)	m³	1,00				
ii.	Cemented material (150mm)	m³	1,00				
(d)	Gravel sub-base (unstabilised gravel - G5) compacted to 95% mod. AASHTO density using:						
i.	Non-cemented material (150mm)	m³	1,00				
ii.	Cemented material (150mm)	m³	1,00				
(f)	Gravel sub-base (chemically stabilised material) compacted to 95% mod. AASHTO density using:						
i.	Non-cemented material (150mm)	m³	1,00				
ii.	Cemented material (150mm)	m³	1,00				
(k)	Gravel base compacted to 98% mod. AASHTO density (chemically stabilised) using:						
i.	Non-cemented material (150mm)	m³	1,00				
ii.	Cemented material (150mm)	m³	1,00				
(m)	Gravel shoulder wearing course compacted to 95% mod. AASHTO density using:						
i.	Non-cemented material (150mm)	m³	1,00				
3400	CARRIED FORWARD						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
3400	BROUGHT FORWARD						
34.08	Extra over item 34.03 for excavating material in existing pavement layers in restricted areas:						
(a)	Non-cemented material	m ³	1,00				
(b)	Cemented material	m ³	1,00				
34.09	Extra over items 34.03, 34.04 and B34.14 for placing and compacting gravel pavement layers in restricted areas:						
(a)	Non-cemented material	m ³	1,00				
(b)	Cemented material	m ³	1,00				
34.10	Compacting the floors of pavement excavations (5 roller passes) with:						
(a)	Vibratory rollers	m ²	1,00				
(b)	Oscillatory rollers	m ²	1,00				
(c)	Grid rollers	m ²	1,00				
(d)	Flat-wheeled rollers	m ²	1,00				
(e)	Pneumatic-tyred rollers	m ²	1,00				
34.11	Watering the pavement excavation floor	kl	1,00				
34.13	Extra over item 34.10 for compacting pavement excavation floor in restricted areas	m ²	1,00				
B34.14	Pavement layers constructed from gravel from commercial sources:						
(c)	Gravel shoulder (unstabilised-G5) compacted to 95% mod. AASHTO density (150mm thick)	m ³	1,00				
(e)	Gravel sub-base (stabilised - C4) compacted to 97% mod. AASHTO density (150mm thick)	m ³	1,00				
(f)	Gravel base (chemically stabilised) to C3 quality compacted to 98% mod. AASHTO density (150mm thick)	m ³	1,00				
	OVERHAUL						
34/B16.02	Overhaul on material hauled in excess of 1,0km (ordinary overhaul)	m ³ -km	1,00				
	<u>BORROW MATERIAL</u>						
34/32.04	Removal of oversize pavement material	m ³	1,00				
3400	CARRIED FORWARD						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
3400	BROUGHT FORWARD						
34/32.05	Additional normal grid rolling	m ³	1,00				
34/32.06	Stockpiling of material	m ³	1,00				
34/35.01	STABILISATION Chemical stabilisation extra over unstabilised compacted layers :						
(a)	Gravel sub-base layer (150mm thick)	m ³	1,00				
(b)	Gravel sub-base layer (300mm thick)	m ³	1,00				
(c)	Gravel base layer (150mm thick)	m ³	1,00				
(d)	Gravel base layer (300mm thick)	m ³	1,00				
34/35.02	Chemical stabilising agent:						
(a)	Cem II 32.5 A-L	t	1,00				
(c)	Road lime (hydrated)	t	1,00				
34/35.03	Mechanical modification (extra over untreated layer):						
(b)	By mixing materials from different sources	m ³	1,00				
34/35.04	Provision and application of water for curing	kl	1,00				
34/35.06	Curing with bituminous membrane:						
(b)	MC 70 cut back bitumen	l	1,00				
(e)	60% spray grade cationic bitumen emulsion	l	1,00				
34/35.10	Extra over item 35.01 for chemical stabilisation in restricted area:						
(a)	Mixing in mechanical mixers	m ³	1,00				
(b)	In situ mixing	m ³	1,00				
3400	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
3600	CRUSHED STONE BASE			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
36.01	Constructed from Type G2 material obtained from commercial sources and compacted to 85% of bulk relative density (150mm thick)	m³	1,00				
3600	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 3800	BREAKING UP EXISTING PAVEMENT LAYERS			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
38.01	Excavating and removing existing bituminous material (except milled material)						
(a)	Material intended for recycling with the average depth of excavation:						
(i)	Not exceeding 30mm	m ²	1,00				
(ii)	Exceeding 30mm but not exceeding 60mm	m ²	1,00				
(iii)	Exceeding 60mm	m ²	1,00				
(b)	Material to be disposed of with average depth of excavation:						
(i)	Not exceeding 30mm	m ²	1,00				
(ii)	Exceeding 30mm but not exceeding 60mm	m ²	1,00				
(iii)	Exceeding 60mm	m ²	1,00				
B38.02	Milling out existing bituminous material with an average milling depth:						
(a)	Not exceeding 30mm	m ³	1,00				
(b)	Exceeding 30mm but not exceeding 60mm	m ³	1,00				
(c)	Exceeding 60mm	m ³	1,00				
3800	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 3900	PATCHING AND REPAIRING EDGE BREAKS			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
39,01	Sawing asphalt or cemented pavement layers for patching:						
(a)	Sawing asphalt or cemented pavement layers to an average depth:						
(i)	Not exceeding 30mm	m ²	1,00				
(ii)	Exceeding 50mm but not exceeding 100mm	m ²	1,00				
(iii)	Exceeding 100mm	m ²	1,00				
39,02	Excavating in existing pavements for patching in:						
(a)	Asphalt layers	m ³	1,00				
(b)	Cemented layers	m ³	1,00				
(c)	Crushed stone	m ³	1,00				
39,03	Backfilling of excavations for patching with emulsion treated material compacted to 98% MOD AASHTO density (Supply of G3 quality material, stabilised with 2% CEM II 32.5 and 2%						
i.	Not exceeding 5m ²	m ³	1,00				
ii.	Exceeding 5m ² but not exceeding 100 m ²	m ³	1,00				
iii.	Exceeding 100 m ²	m ³	1,00				
39,04	Compacting the floor of excavations for patching	m ²	1,00				
39,05	Cutting back to the edge of the existing surfacing for the repairing of edge breaks	m	1,00				
39,06	Variation in stabilising agents						
(a)	Anionic stable grade emulsion	l	1,00				
(b)	CEM II 32.5	t	1,00				
39/42.20	Backfilling of excavation for patching with:						
(a)	Asphalt surfacing (continuously graded asphalt using 60/70 penetration bitumen and fine grading)	t	1,00				
3900	TOTAL CARRIED FORWARD TO SUMMARY						

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Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 4100	PRIME COAT			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
41.01	Prime coat:						
(a)	RTH 3/12P tar prime	l	1,00				
(c)	MC-30 cut back bitumen	l	1,00				
(e)	Inverted bitumen emulsion	l	1,00				
41.02	Aggregate for blinding	m²	1,00				
4100	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 4200	ASPHALT BASE AND SURFACING			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
42.02	Asphalt surfacing(30mm thickness, 60/70 penetration grade asphalt, fine grade)						
(a)	Continuously graded, medium grade, using 60/70 penetration grade bitumen						
	(i) 30mm thick, normal mixture with conventional binder	m ²	1,00				
	(ii) 30mm thick, intersection mixture with polymer modified binder A-E2	m ²	1,00				
42.04	Tack coat of 30% stable grade emulsion	l	1,00				
42.05	Binder variations:						
(a)	Modified bitumen-rubber binder	t	1,00				
(b)	60/70 penetration grade bitumen	t	1,00				
42.06	Variations in active filler content:						
(a)	Cement	t	1,00				
(b)	Lime	t	1,00				
B42.08	100mm cores in asphalt paving	No	1,00				
B42.11	Asphalt layer constructed for rehabilitation purposes in accordance with the provisions of sub-clause 4213(f)(ii) or 4213(f)(iii):						
(a)	Base constructed with new asphalt:						
(i)	Continuously graded asphalt using 40/50 pen. bitumen and max aggregate size of 26.5mm	t	1,00				
4200	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 4400	SINGLE SEALS AND FOG SPRAY			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
B44.01	Single seals (grade 1 aggregate)						
(c)	13,2mm aggregate using 80/100 penetration grade bitumen	m ²	1,00				
(d)	13,2mm aggregate using bitumen rubber modified binder	m ²	1,00				
44,02	Bituminous binder variations						
(d)	65% spray grade emulsion	l	1,00				
(g)	Bitumen-rubber (20% rubber)	l	1,00				
44,03	Aggregate variations (grade 1 aggregate)						
(d)	13,2mm aggregate	m ³	1,00				
44,04	Application of fog spray consisting of:						
(a)	60% spray grade emulsion	l	1,00				
(b)	30% spray grade emulsion	l	1,00				
B44.05	Pre-coating the aggregate (using Sacrosote 70 C or approved equivalent material)						
(a)	13.2mm	m ³	1,00				
44,07	Aggregate for blinding						
(b)	Crusher sand	m ³	1,00				
44,08	Extra over item 44.01 for work in areas inaccessible to mechanical equipment	m ²	1,00				
4400	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 4800	TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
B48.03	Slurry seal						
(f)	Application of slurry for texture improvement with natural or crusher sand, applied by hand	m ³	1,00				
48.07	Applying bituminous binders and herbicides for sealing cracks:						
(a)	Herbicide (Hyvar X)	l	1,00				
(b)	MSP/1 or similar primer	l	1,00				
(c)	Anionic stable grade emulsion mixed with synthetic modifiers	l	1,00				
B48.14	Crack sealing geofabrics sealing cracks:						
(a)	Cleaning crack with hot compressed air and sealing using class CH-R1 modified binder crack sealant	m	1,00				
(b)	Cleaning crack with cold compressed air, priming, and sealing using class CH-E1 modified crack sealant	m	1,00				
B48.15	Sealing cracks with 200mm wide geotextile	m	1,00				
4800	TOTAL CARRIED FORWARD TO SUMMARY						

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Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 5100	PITCHING, STONework AND PROTECTION AGAINST EROSION			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
51.01	Stone pitching:						
(b)	Grouted stone pitching	m²	1,00				
5100	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 5400	GUARDRAILS			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
54.01	Guardrails on timber posts:						
(a)	Galvanised	m	1,00				
54.03	Extra over item 54.01 for horizontally curved guardrails, factory bent to a radius of less than 45m	m	1,00				
54.04	End treatments:						
(a)	End wings	No	1,00				
(b)	Bull noses	No	1,00				
(c)	Bridge adaptors	No	1,00				
(d)	End treatments in accordance with the drawings where single guardrail sections are used	No	1,00				
(e)	End treatments in accordance with the drawings where double guardrail sections are used	No	1,00				
54.05	Additional guardrail posts:						
(a)	Timber	No	1,00				
54.06	Reflective plates	No	1,00				
B54.07	Removing existing guardrails	m	1,00				
54.09	Re-erecting of guardrails with recovered and/or new material:						
(a)	Single guardrail	m	1,00				
54.11	New material required for the re-erection of guardrails with recovered material:						
(a)	Guardrails	m	1,00				
(b)	Timber posts	No	1,00				
(d)	Reflective plates	No	1,00				
(e)	Spacer blocks	No	1,00				
(f)	Splice bolt complete with nut and washer	No	1,00				
(g)	Post bolt complete with nut and washer	No	1,00				
54.12	Extra over items 54.01 and 54.02 for drilling and blasting holes for guardrail posts	No	1,00				
B54.15	Nailing of galv nail plates on top of timber guardrail posts	No	1,00				
5400	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 5600	ROAD SIGNS			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:						
(c)	Pre-painted galvanised steel plate (chromadek or approved equivalent):						
i.	Area not exceeding 2m ²	m ²	1,00				
ii.	Area exceeding 2m ² but not 10m ²	m ²	1,00				
iii.	Area exceeding 10m ²	m ²	1,00				
56.02	Extra over item 56.01 for using:						
(a)	Background of retro-reflective material:						
i.	Class I	m ²	1,00				
ii.	Class II	m ²	1,00				
(b)	Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:						
i.	Class II	m ²	1,00				
56.03	Road-sign supports (overhead road sign structures excluded):						
(a)	Steel tubing (100mm diameter, 4mm wall thickness)	t	1,00				
(b)	Timber (140mm diameter, treated)	m	1,00				
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	1,00				
56.06	Extra over item 56.05 for cement-treated soil backfill	m ³	1,00				
56.09	Dismantling and storing road signs with a surface area of:						
(a)	Up to 2m ²	No	1,00				
(b)	Area exceeding 2m ² but not 10m ²	No	1,00				
B56.10	Danger plates at culverts / structures	No	1,00				
B56.11	Replace marker boards on existing kilometre posts	No	1,00				
5600	TOTAL CARRIED FORWARD TO SUMMARY						

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 5700	ROAD MARKINGS			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
57.01	Road marking paint:						
(a)	White lines (broken or unbroken):						
i.	100mm wide	km	1,00				
(b)	Yellow lines (broken or unbroken):						
i.	100mm wide	km	1,00				
57.02	Retro-reflective road marking paint:						
(a)	White lines (broken or unbroken):						
i.	100mm wide	km	1,00				
ii.	200mm wide	km	1,00				
(b)	Yellow lines (broken or unbroken):						
i.	100mm wide	km	1,00				
(c)	Red lines (broken or unbroken):						
i.	100mm wide	km	1,00				
(d)	White lettering and symbols	m²	1,00				
(e)	Yellow lettering and symbols	m²	1,00				
(f)	Transverse lines, painted island and arrestor bed markings (any colour)	m²	1,00				
57.04	Variations in rate of application:						
(a)	White paint	l	1,00				
(b)	Yellow paint	l	1,00				
(c)	Red paint	l	1,00				
(d)	Retro-reflective beads	kg	1,00				
57.06	Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)	km	1,00				
57.07	Re-establishing the painting unit at the end of the maintenance period	Lump Sum	1,00				
57.08	Removal of existing, temporary or permanent road markings by:						
(a)	Sand blasting	m²	1,00				
(b)	Overpainting as a temporary measure	m²	1,00				
5700	TOTAL CARRIED FORWARD TO SUMMARY						

MAKHADO LOCAL MUNICIPALITY PANEL OF CONTRACTORS FOR ROAD MAINTANANCE AND RELATED SERVICES BID 52 OF 2023							
Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
59.01	Finishing the road and road reserve						
(b)	Single carriageway (including grass cutting)	km	1,00				
5900	TOTAL CARRIED FORWARD TO SUMMARY				-	-	-

Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 7300	CONCRETE BLOCK PAVING FOR ROADS			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
73,01	Concrete block paving: a) Supply and Lay of 80mm thick concrete interlocking paving blocks of 25Mpa crushing strength including 20mm thick sand bedding and fitting the joints with jointing sand	m ²	1,00				
73,02	Cast in situ concrete edge and intermediate beams	m ³	1,00				
73,03	Provision of approved herbicide and anti poison	m2	1,00				
7300	TOTAL CARRIED FORWARD TO SUMMARY						

MAKHADO LOCAL MUNICIPALITY PANEL OF CONTRACTORS FOR ROAD MAINTANANCE AND RELATED SERVICES BID 52 OF 2023							
Item No.	Description	Unit	Quantity	YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
Section 8100	SPECIAL TESTS			YEAR 1 RATE	YEAR 2 RATE	YEAR 3 RATE	TOTAL (YEAR 1+YEAR 2+YEAR 3)
81.01	Special Tests						
	(a) Special Tests	PC	1,00				
	(b) Charge on Prime Cost Sum	%	1,00				
8100	TOTAL CARRIED FORWARD TO SUMMARY						

MAKHADO LOCAL MUNICIPALITY

PRICING SUMMARY SCHEDULE

Section No.	Description	AMOUNT
Section 1200	GENERAL REQUIREMENTS AND PROVISIONS	
Section 1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
Section 1400	OFFICES FOR THE ENGINEER'S SITE PERSONNEL	
Section 1500	ACCOMMODATION OF TRAFFIC	
Section 1700	CLEARING AND GRUBBING	
Section 1800	DAYWORKS	
Section 2100	DRAINS	
Section 2200	PREFABRICATED CULVERTS	
Section 2300	CONCRETE KERBING, CONCRETE CHANNELLING, OPEN CONCRETE CHUTES AND CONCRETE LININGS FOR OPEN DRAINS	
Section 3300	MASS EARTHWORKS	
Section 3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
Section 3600	CRUSHED STONE BASE LAYER	
Section 3800	BREAKING UP EXISTING PAVEMENT LAYERS	
Section 3900	PATCHING AND REPAIRING EDGE BREAKS	
Section 4100	PRIME COAT	
Section 4200	ASPHALT BASE AND SURFACING	
Section 4400	SINGLE SEALS AND FOG SPRAY	
Section 4800	TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS	
Section 5100	PITCHING, STONWORK AND PROTECTION AGAINST EROSION	
Section 5400	GUARDRAILS	
Section 5600	ROAD SIGNS	
Section 5700	ROAD MARKINGS	
Section 5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
Section 7300	CONCRETE BLOCK PAVING FOR ROADS	
Section 8100	SPECIAL TESTS	
SUB-TOTAL		
CONTINGENCY@5%		
SUBTOTAL		
SUBTOTAL		
VAT @15% OF COST		
TOTAL AMOUNT		

Signed on behalf of contractor

Date

SCOPE OF WORK: APPOINTMENT FOR A PANEL OF CONTRACTORS FOR ROAD MAINTENANCE AND RELATED SERVICES IN MAKHADO LOCAL MUNICIPALITY FOR THE PERIOD OF THREE (03) YEARS

FUNCTIONALITY SCORECARD

1. REPUTATION AND REFERENCES

Targeted goals Name references with contact details (projects involve in road and stormwater)	Max points to be scored	Points Claimed by Tenderer
Project 1	08	
Project 2	08	
Project 3	08	
Project 4	08	
Project 5	08	
Sub-total: Reputation and references	40	

The tender should attach Certified copy of appointment letters with certified copy of completion certificates as a proof for having completed such project. Points for each project will be allocated as follows.

7CE: 08 points

6CE: 06 points

5CE: 05 points

4CE: 03 points

2. FINANCIAL REFERENCES

Targeted goals	Tendered Goal	Points claimed by tenderer
Tenderer submitted banking details proof attached	2	
Attached Stamped Bank Rating of 'C' or better	5	
Sub-Total: financial references	07	

3. EXPERIENCE AND QUALIFICATIONS OF KEY STAFF

3.1 Experience

Targeted Goals	Points allocated	Points claimed by tenderer
Contract Manager : 10 years experience in Road maintenance and stormwater projects	>10 yrs =5 6-9 yrs =3 3-5 yrs =2	

	1-2 yrs =1	
Site Agent: 08 years experience in road maintenance and stormwater projects	>08 yrs =5 5-7 yrs =3 3-4 yrs =2 1-2 yrs =1	
Foreman: 05 years experience in road maintenance and stormwater	>05 yrs =3 4 yrs =1.5 3 yrs =1 1 yrs =0	
Health and Safety Office :05 years experience in road maintenance and stormwater	>05 yrs =2 4 yrs =1 2-3 yrs =0.5	
Sub-total: experience	15	

NB: Project organogram should be attached. Curriculum vitae with detailed experience and contact should be attached to the tender document for verification by the panel.

3.2 Qualification

Targeted Goals	Points allocated	Points claimed by tenderer
Contract Manager : Civil engineering or construction management	Bsc =5 B-Tech / PrCPM =5 ND = 3 N6 = 2 Any Cert =1	
Site Agent: Civil engineering or construction management	Bsc/ B-tech =5 ND = 4 N6 = 3 Any Cert =2	
Foreman: Civil engineering or construction management	Bsc/ B-tech =3 ND = 2 N6 = 1	
Health and Safety Office: Civil engineering or construction management	N6 = 2 Cert =0.5	
Sub-total: experience	15	

NB: Curriculum vitae with certified copies of Qualification should be attached.

4. PLANT AND EQUIPMENT

	Targeted goals	Tendered Goal	Points claimed by tenderer
1	Grader no (1)	3	
2	TLB no (1)	3	
3	Excavator no (1)	5	
4	Water cart : no (2)	2	

5	10M ³ Tipper Trucks: no (05)	5	
6	Vibratory Roller 12ton: no (1)	2	
7	Pad Foot Roller 8ton: no (1)	1	
8	LDV no (2)	2	
	Sub-total: Plant and Equipment	23	

NB: tenderers should attach certified proof of ownership certificate for the plant mentioned above if they own such plant. In case of hired plant, tenderers will be required to attach signed letter of undertaking by the hiring firm indicating that they will provide the tendere with such plant should the tenderer becomes a successful bidder. The hiring company should also provide proof of ownership for such plants (for hiring, tenderers will only receive 50% of the full points for plants and equipment)

Bidders who will not reach 70 score marks, will not be considered for further evaluation.

MBD 3.1

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
----------	----------	-------------	--

- Required by:
- At:
- Brand and model
-
- Country of origin.....

- Does offer comply with specification? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

- Delivery: *Firm/not firm

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

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

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

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

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

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

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

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

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name:
 - 3.2 Identity Number:
 - 3.3 Company Registration Number:
 - 3.4 Tax Reference Number:
 - 3.5 VAT Registration Number:
 - 3.6 Are you presently in the service of the state* **YES / NO**
 - 3.6.1 If so, furnish particulars.
.....
.....
 - 3.7 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.7.1 If so, furnish particulars.
.....
.....
 - 3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.8.1 If so, furnish particulars.
.....
.....
 - 3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

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

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

3.9.1 If so, furnish particulars YES / NO

.....
.....

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

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company’s directors YES / NO

Managers, principle shareholders or stakeholders in service of the state

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	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.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black ownership (attach CSD detail report)	10	N/A	N/A	
Woman Ownership (attach CSD detail report or Certified ID copy)	05	N/A	N/A	

Disability (Attach Disability letter from a Doctor)	05	N/A	N/A	
--	----	-----	-----	--

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:

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to Makhado Municipality in accordance with the requirements and task directives / proposals specifications stipulated **Bid no 52 of 2023** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:.....

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I KM NEMANAME in my capacity as Municipal Manager accept your bid under reference number **8/3/2/1984** datedfor the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
APPOINTMENT FOR A PANEL OF CONTRACTORS FOR ROAD MAINTENANCE AND RELATED SERVICES IN MAKHADO LOCAL MUNICIPALITY FOR THE PERIOD OF THREE (03) YEARS				N/A

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

SIGNED AT MAKHADO ON

NAME (PRINT) KM NEMANAME

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	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 ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
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 consortium³ 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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

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

.....

.....

YES / NO

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

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

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, furnish 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, furnish particulars

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.