



BID NO: SCMU10 – 22/23-0022

FOR

**FRAMEWORK FOR SUPPLY AND DELIVER OF ROAD
CRUSHED AGGREGATE MATERIALS FOR UPGRADING
OF COFFEE BAY TO ZITHULELE PROJECT, KING
SABATHA DALINDYEBO LOCAL MUNICIPAL AREA,
O.R. TAMBO DISTRICT MUNICIPAL AREA, EASTERN
CAPE ROAD PROJECT FOR A PERIOD OF 36 MONTHS**

BID DOCUMENT

ISSUED BY

DEPARTMENT OF TRANSPORT
PRIVATE BAG X0023
BHISHO
5605

TEL: (043) 6047 544
FAX: (086) 648 6340

NAME OF BIDDER: _____



For ease of reference, Bidders shall enter their Price in the space provided below:

Bid Sum (amount in words)
.....
.....inclusive of VAT

Bid Sum (amount in figures) R.....inclusive of VAT

NAME OF BIDDER:

SIGNED ON BEHALF OF THE BIDDER:

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10 – 22/23-0022

**FRAMEWORK FOR SUPPLY AND DELIVER OF ROAD CRUSHED AGGREGATE
MATERIALS FOR UPGRADING OF COFFEE BAY TO ZITHULELE PROJECT, KING
SABATHA DALINDYEBO LOCAL MUNICIPAL AREA, O.R. TAMBO DISTRICT
MUNICIPAL AREA, EASTERN CAPE ROAD PROJECT FOR A PERIOD OF 36
MONTHS**

LIST OF CONTRACT DOCUMENTS

- VOLUME 1 :** **GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (THIRD
EDITION 2015)**
 * See note below
- VOLUME 2 :** **STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS FOR SOUTH
AFRICAN ROAD AUTHORITIES (COTO EDITION)**
 * See note below
- VOLUME 3 :** **PROJECT DOCUMENT**

The form of Offer and Acceptance, any correspondence from the selected tenderer, the Performance Guarantee and all addenda issued during the period of tender will also form part of the Volume – Book 1, once a tenderer has been appointed.

Note: Volumes 1 and 2 are available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685. Tel No. (011) 805 5947, Fax No. (011) 805 5971, Email: civilinfo@saice.org.za

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SECTION 1: BID NOTICE

BID NOTICE NO.: SCMU10 – 22/23-0022

**FRAMEWORK FOR SUPPLY AND DELIVER OF ROAD CRUSHED AGGREGATE MATERIALS
FOR UPGRADING OF COFFEE BAY TO ZITHULELE PROJECT, KING SABATHA
DALINDYEBO LOCAL MUNICIPAL AREA, O.R. TAMBO DISTRICT MUNICIPAL AREA,
EASTERN CAPE ROAD PROJECT FOR A PERIOD OF 36 MONTHS**

Bids are hereby invited for “SUPPLY AND DELIVER OF ROAD CRUSHED AGGREGATE MATERIALS FOR UPGRADING OF COFFEE BAY TO ZITHULELE PROJECT, KING SABATHA DALINDYEBO LOCAL MUNICIPAL AREA, O.R. TAMBO DISTRICT MUNICIPAL AREA, EASTERN CAPE ROAD PROJECT FOR A PERIOD OF 15 MONTHS”

Bids documents will be available as from 12h00 on Friday 02nd December 2022. Documents must be downloaded on www.ectransport.gov.za and/or [www.etender portal.gov.za](http://www.etender.portal.gov.za)

The completed Bid documents must be placed in a sealed envelope, clearly marked with the Bid number and the Nature of the Service required, and be deposited in the Bid Box situated at C Block Foyer, Old Stellenbosch Park Building, Department of Transport, King William's Town offices **not later than 11H00 on the 26th January 2023 where the bids will be opened in public.**

A maximum of three eligible suppliers will be appointed. Works assignments will be allocated for a maximum duration of 15 months at a time. Once completed, a performance review will be undertaken to determine the suitability of further works being allocated to that specific service provider.

The Department will first allocate works to the first preferred service provider (the service provider that scores the highest points in the tender evaluation). The second preferred service provider will only receive works packages if the first preferred service provider is not able to supply and deliver the required materials effectively, or if the first appointed service provider can no longer fulfil his obligations. The third preferred service provider will only receive works packages if the first and second preferred service providers are not able to supply and deliver the required materials, or if the first and second appointed service providers can no longer fulfil his obligations

Bidders must take particular note of the following:

- Bidders are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a work of this nature as defined and required in the pre-evaluation stage, but a minimum will comprise of a project where similar supply and delivery of natural gravel materials were successfully completed at specified time-frame.
- Bidders must attach materials classification test result conforming to the specified materials requirements as stipulated in COTO that are not older than three months from the bidder's preferred material source of supply, by an accredited SANAS laboratory.
- Only Bidders owning Department of Mineral and Energy **mining right / permit / license** issued in terms of Section 27 of Minerals and Petroleum Resources Development Amendment Act, No 49 of 2008, or provide proof of ownership by an entity/ person who has given written authority for their mining right/ permit/ license to be used.
- If the bidder is not a mining license owner of the quarry, provide a written authority by the owner of the quarry allowing the bidder to use his/her quarry, dated and signed after the advert date of this Bid
- **The proofs of ownership for the above items must be provided failure to provide will result in a bidder not to be considered.**
- **Only Bidders whose source of materials is within 130 km from centre line of Coffee Bay to Zithulele Road are eligible to bid. (Provide the coordinates and/or map of your material source)**

- **Failure to submit/adhere with the above, the bid will be deemed non-responsive and will not be considered**
- Eligibility as detailed in the Bid document will apply. Bids need to meet the eligibility criteria to be responsive, failing above will render the bid non-responsive and thus not to be considered for the next stage of evaluation
- **The requirement is to blast and crush the blasted rock to produce suitable aggregates and stockpile at an agreed position in your material site.**
- **The supplier will deliver the materials to Coffee Bay site**
- **Materials will be delivered as and when there is a need by the Department.**
- Bids will be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2017 Regulations thereto and points for B-BBEE status.
- Bidders are required to submit an original and valid B-BBEE status level verification certificate or Sworn Affidavits in the case of an Exempted Micro Enterprises [EME] or certified copies thereof together with their bids to substantiate their B-BBEE rating claims.
- NB: Bidders who do not possess the B-BBEE status verification certificate will not qualify to claim points for B-BBEE status level of contributor, only points for price will be considered.
- Only bidders registered on CSD prior closing date will be considered
- Bidders must attach CSD report that has been printed no later than 10 days prior to the closing date of the bid
- Bidders must also submit a Tax Compliance Status PIN code in order to verify their tax status with SARS
- **There will be non-compulsory site briefing session at Coffee Bay Site offices (Boardroom) on the 17th January 2023 at 11H00 am**
- Failure to fill and sign Compulsory Enterprise Questionnaire and Form of Offer will render the bid non-responsive
- Penalties will be applied as defined in the General Conditions of Contract (GCC 2015).
- All tenders shall remain valid for a period of 90 days after the tender closing date. The lowest, or any tender will not necessarily be accepted. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be considered.

No late, posted, telephonic, or faxed bids/proposals will be considered.

The lowest priced bid will not necessarily be accepted.

Enquiries should be directed to:

Technical Enquiries: M. Ntshanga and M. Goxa

Cellphone No.: 072 422 4254 and 064 880 1945

Email: minenkosi.ntshanga@ectransport.gov.za and mvuyisi.goxa@ectransport.gov.za

Telephone number: 046 602 8100/1

Supply Chain Management: P. Nqikashe and M. Xozwa

Cellphone No.: 067 414 2504 and 082 930 9507

Email: philasande.nqikashe@ectransport.gov.za

SBD 1: INVITATION TO TENDER

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ROADS & PUBLIC WORKS										
BID NUMBER:	SCMU10 – 22/23-0022	CLOSING DATE:	<i>Enter closing date</i> 26 th January 2023	CLOSING TIME:	<i>Enter closing time</i> 11h00					
DESCRIPTION	FRAMEWORK FOR SUPPLY AND DELIVER OF ROAD CRUSHED AGGREGATE MATERIALS FOR UPGRADING OF COFFEE BAY TO ZITHULELE PROJECT, KING SABATHA DALINDYEBE LOCAL MUNICIPAL AREA, O.R. TAMBO DISTRICT MUNICIPAL AREA, EASTERN CAPE ROAD PROJECT FOR A PERIOD OF 36 MONTHS									
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).										
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:										
Department of Transport, C Block Foyer, Old Stellenbosch Park Building, King William's Town										
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				
	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	☐	A REGISTERED AUDITOR		
		NAME:		
[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 BELOW]
SIGNATURE OF BIDDER	.....		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Transport			
CONTACT PERSON	P. Ngikashe and M. Xozwa		CONTACT	M. Ntshanga and M. Goxa

Province of the Eastern Cape
Department of Transport
Directorate: Transport Infrastructure – In-House
Roads Construction Unit

FRAMEWORK FOR SUPPLY AND DELIVER OF ROAD
CRUSHED AGGREGATE MATERIALS FOR
UPGRADING OF COFFEE BAY TO ZITHULELE
PROJECT, KING SABATHA DALINDYEBO LOCAL
MUNICIPAL AREA, O.R. TAMBO DISTRICT MUNICIPAL
AREA, EASTERN CAPE ROAD PROJECT FOR A
PERIOD OF 36 MONTHS SCMU10 – 22/23-0022

		PERSON	
TELEPHONE NUMBER	067 419 8001/ 067 414 2504	TELEPHONE NUMBER	072 422 4254/ 064 880 1945
E-MAIL ADDRESS	<u>philasande.ngikashe@ectransport.gov.za</u> Miranda.xozwa@ectransport.gov.za	E-MAIL ADDRESS	<u>minenkosi.ntshanga@ectransport.gov.za</u> mvuyisi.goxa@ectransport.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. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR 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 TAX COMPLIANCE STATUS (TCS) 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 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 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 BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

CERTIFICATE OF TENDERER’S VISIT TO THE SITE

Tenderers are required to sign the attendance register at the Compulsory briefing meeting clearly indicating their Company Name under which they are tendering, as well as their contact details. The attendance register of the Compulsory Clarification Meeting will be deemed as proof of attendance.

The tenderer is required to sign the following declaration that he/she is fully conversant with the proposed works to be conducted.

I certify that the tenderer was duly represented at the Compulsory Clarification meeting and I am satisfied with the description of the work and explanations given by the Employer’s Representative(s) and that I understand the work to be done, as specified and implied, for the execution of this Contract.

SIGNED ON BEHALF OF THE TENDERER:

B CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm his/her authority thereto by attaching a duly signed and dated copy on the company letterhead of the relevant resolution of the board of directors to this form.

Failure to submit a duly signed resolution will render the tender non-responsive.

Note: This Form is not applicable if the Signatory to this tender is a Director, a Member, a Sole Proprietor or a Partner.

An example is given below:

"By resolution of the board of directors passed at a meeting held on

Mr/Ms, whose signature appears below, has been duly authorised

to sign all documents in connection with **TENDER NO SCMU10 – 22/23-0022** and any Contract that may arise therefrom on behalf of

(name of Tenderer in block capitals)

.....
.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES:

1.

2.

C SCHEDULE OF SIMILAR PROJECTS CARRIED OUT BY THE TENDERER

The tenderer must insert in the spaces provided below a complete list of the past years completed similar projects successfully by him as referred to in clause F.2.1 of Part T1.2 : Tender Data. This information shall be deemed to be material to the eligibility of the tenderer for this Tender. A copy of the Completion Certificate for each completed project must be attached, in order to qualify for this tender.

YEAR COMPLETED												
VALUE OF WORK (incl VAT)												
DETAILS OF PROJECT (LENGTH, SCOPE OF												
CONSULTING ENGINEER (NAME & TEL NO)												
EMPLOYER (NAME & TEL NO)												

SIGNED ON BEHALF OF THE TENDERER:

D SCHEDULE OF CONSTRUCTION PLANT

The tenderer must state below which construction plant of his own will be available to the project and which construction plant will be hired. Tenderers who submit a list of plant that is deemed to be inadequate by the employer will be considered to be non-responsive. Plant should be in reasonable condition.

a) <u>CONTRACTOR'S OWN CONSTRUCTION PLANT</u> DESCRIPTION, SIZE, CAPACITY	YEAR MODEL	NUMBER

SIGNED ON BEHALF OF THE TENDERER:.....

b) CONSTRUCTIONAL PLANT TO BE HIRED DESCRIPTION, SIZE, CAPACITY	YEAR MODEL	NUMBER

**SIGNED ON BEHALF OF THE
 TENDERER:.....**

NOTICES TO TENDERERS

In submitting my/our tender, the tender sum given in my/our tender form has been based on the following Notice(s) to Tenderers. Signed copies of all Notices to Tenderers are to be attached to this page.

NOTICE NO.	SUBJECT MATTER OF NOTICE

SIGNED ON BEHALF OF THE
TENDERER:.....

H JOINT VENTURE DISCLOSURE FORM

Tenderers submitting tenders as a joint venture are to attach a signed copy of the Joint Venture Agreement or, if a Joint Venture Agreement has not yet been formalized, then the Tenderer is to attach a Letter of Intent of a Joint Venture Agreement, signed by all parties involved in the Joint Venture Agreement. Should the Joint Venture wish to claim B-BBEE points, then a consolidated B-BBEE Scorecard for the Joint Venture partnership is to be attached to completed **Form SBD 6.1**.

The Signatory on behalf of the Joint Venture must be disclosed in Form B : Certificate of Authority for Signatory as well as in the Joint Venture Agreement.

**SIGNED ON BEHALF OF THE
TENDERER:**.....

CENTRAL SUPPLIER DATABASE

Tenderers must attach to this page, proof of registration with the Centralised Supplier Database of National Treasury. (In the case of Joint Ventures, proof must be provided for each partner).

The Tenderer must be registered on the Central Supplier Database at National Treasury prior to submitting a tender otherwise the tender will be rejected (National Treasury SCM Instruction No .4A of 2016/2017 – Central Supplier Database)

I, the undersigned, confirm the following details of the firm/company's registration on the National Treasury Central Supplier Database:

Supplier Name:

Supplier Number:

**SIGNED ON BEHALF OF THE
TENDERER:**.....

T2.2R: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:
.....

Section 2: VAT registration number, if any:
.....

Section 3: cidb registration number, if any:
.....

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number
.....

Close corporation number
.....

Tax reference number
.....

Section 6: The attached SBD4 must be completed for each tender and attached as a tender requirement

Section 7.1: The attached SBD6.1 must be completed for each tender and attached as a tender requirement

Section 8: The attached SBD8 must be completed for each tender and attached as a tender requirement

Section 9: The attached SBD9 must be completed for each tender and attached as a tender requirement

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to verify Tax Compliance status from the South African Revenue Services or the Centralised Suppliers Database (CSD);
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who

wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise name

* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act.

T2.2R (FOR 2ND JOINT VENTURE PARTNER – IF APPLICABLE)

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:
...

Section 2: VAT registration number, if any:
...

Section 3: cidb registration number, if any:
...

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number
...

Close corporation number
...

Tax reference number
...

Section 6: The attached SBD4 must be completed for each tender and attached as a tender requirement

Section 7.1: The attached SBD6.1 must be completed for each tender and attached as a tender requirement

Section 8: The attached SBD8 must be completed for each tender and attached as a tender requirement

Section 9: The attached SBD9 must be completed for each tender and attached as a tender requirement

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to verify Tax Compliance status from the South African Revenue Services or the Centralised Suppliers Database (CSD);
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date
Name Position

Enterprise name

* The schedule should be used where tenders are subject to the Local Government: Municipal Finance
Management Act.

SECTION 2: BID CONDITIONS

1. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract and the Department's Policy on Supply Chain Management shall apply to this contract.

2. BID FORM

All bids shall be made on the bid forms incorporated in this document.

3. EVIDENCE OF EXPERIENCE OF BIDDERS

Bidders shall give satisfactory evidence of actual experience in the class of work being bidding for, incorporating the following details:

Employer for whom the work was performed;

Nature of work;

Value of work;

Year completed.

Recommendation / reference letter from previous work completed (completion certificates).

Failure to attach the above required information will prejudice the bid as being submitted by an inexperienced Bidder and will be rejected for such reason.

4. COMPLETION OF BIDS

The Bidder shall complete all forms in black ink.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

Bids shall be ineligible for consideration unless submitted on the forms bound in this document.

A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the Eastern Cape Department of Transport as early as possible during the bid period. Should any query be found to be of significance, The Eastern Cape Department of Transport will inform all Bidders accordingly as early as possible.

5. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.

Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable.

Bids, in sealed envelope clearly marked

“FRAMEWORK FOR SUPPLY AND DELIVER OF ROAD CRUSHED AGGREGATE MATERIALS FOR UPGRADING OF COFFEE BAY TO ZITHULELE PROJECT, KING SABATHA DALINDYEBO LOCAL MUNICIPAL AREA, O.R. TAMBO DISTRICT MUNICIPAL AREA, EASTERN CAPE ROAD PROJECT FOR A PERIOD OF 36 MONTHS”

The completed Bid documents must be placed in a sealed envelope, clearly marked with the Bid number and the Nature of the Service required, and be deposited in the Bid Box situated at C Block Foyer, Old Stellenbosch Park Building, Department of Transport, King William’s Town offices not later than 11H00 on 26th January 2023 where the bids will be opened in public. Late bids shall be rejected.

6. DATA TO BE FURNISHED AT BID STAGE

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

7. WITHDRAWAL OF BIDS

A Bidder may, without incurring any liability, withdraw his bid. This will be a written advice and received before the date and time of closure of this bid. The notice must be received by the Eastern Cape Department of Transport, before the closure of this bid.

8. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY

Should the Service Provider, after he has been notified of the acceptance of his bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of bid or within such extended period as the Employer may allow, the Service Provider holds himself liable for any additional expense which may incur in having to call for bids afresh and/or in having to accept any less favorable bid and that if he purports to withdraw his bid within the period for which he has agreed that it shall remain open for acceptance.

The Service Provider shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

9. ACCEPTANCE OR REJECTION OF BIDS

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven (7) days having received notification to that effect.

The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

10. FAILURE TO RETURN BID DOCUMENTS

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

11. TAXES AND LEVIES

Bidders shall include Value Added Tax (VAT) in their bid rates.

12. EVALUATION OF BIDS

Bids will be evaluated based on Functionality and Price based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2017 Regulations thereto.

Price

80 points will be awarded to the bidder submitting the lowest price (all other bidders will receive points proportionately thereto):

Calculation of points for B-BBEE status level of contribution

Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below.

A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of the 20 points available for the B-BBEE status.

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

5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

13. BID VALIDITY PERIOD

Bids must remain valid for a period of NINETY (90) days from the closing date of the bid.

14. ACCEPTANCE OF BID

The Department does not bind itself to accept the lowest or any bid received and reserves the right to accept the whole or part of the bid.

SECTION 3: GENERAL CONDITIONS OF CONTRACT

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1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the purchaser and the 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 anything 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 Bid Bulletin. The Government Bid 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 as 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.
- 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.

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 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.
- 10.2 Documents to be submitted by the supplier are specified.

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.

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any.

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the 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, 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.
- 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 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, 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

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 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.
- 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.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. PRICES

- 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 or in the purchaser's request for bid validity extension, as the case may be.

18. CONTRACT AMENDMENTS

- 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.

19. ASSIGNMENT

- 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.

20. SUBCONTRACTS

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 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.
- 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.
- 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.
- 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 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.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 24.1 When, after the date of bid, provisional payments are required, or antidumping 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.
- 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 wilful 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.

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.

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

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 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 a 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 Commission 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.

SECTION 4: SCOPE OF WORK

4.1 PROJECT SPECIFICATION:

BID NO: SCMU10 – 22/23-0022

SUPPLY AND DELIVER OF ROAD CRUSHED AGGREGATE MATERIALS (G4A) FOR UPGRADING OF COFFEE BAY TO ZITHULELE PROJECT, KING SABATHA DALINDYEBO LOCAL MUNICIPAL AREA, O.R. TAMBO DISTRICT MUNICIPAL AREA, EASTERN CAPE ROAD PROJECT FOR A PERIOD OF 15 MONTHS

1. **DESCRIPTION**

The material shall totally consist of aggregate derived from crushing of solid, un-weathered, quarried rock; clean boulders or coarse gravel unless otherwise approved.

2. **PROPERTIES OF MATERIAL**

2.1. As per the properties below

Table A4.1.5-4: Requirements for types G4 to G6 materials Property			Type of material		
	G4A	G4B	G5A	G5B	G6
DESCRIPTION OF MATERIAL	Medium to hard rock, or boulders that require multi-stage crushing and screening.	1. Gravel with pebbles and small cobbles, or gravel with larger cobbles, boulders and lumps of hard material, or soft rock that require single- or two-stage crushing, or grid rolling. 2. Pedogenic materials that require dozer ripping.	Medium to hard rock, or boulders that require multi-stage crushing and screening.	1. Gravel with pebbles and small cobbles, or gravel with larger cobbles, boulders and lumps of hard material, or soft rock that require single- or two-stage crushing, or grid rolling. 2. Pedogenic materials that require dozer ripping.	Gravel with cobbles, or alternative materials.
MAXIMUM PARTICLE SIZE	50 mm.	1. In a base layer: 50 mm. 2. In a stabilised subbase layer: 63 mm. 3. In all other pavement layers: Two-thirds of the compacted layer thickness, or 100 mm whichever is the smaller.	50 mm.	1. In a base layer: 50 mm. 2. In a stabilised subbase layer: 63 mm. 3. In all other pavement layers: Two-thirds of the compacted layer thickness, or 100 mm whichever is the smaller.	
FLAKINESS INDEX	Flakiness Index ≤ 35 on all individual fractions above 14 mm.	None specified.	Flakiness Index ≤ 35 on all individual fractions above 14 mm.	None specified.	
FRACTURED FACES	None specified	Gravels and boulders that are crushed: at least 50 % by mass of the material retained on each of the 5 mm and larger sieves shall have at least one fractured face.	None specified	Gravels and boulders that are crushed: at least 50 % by mass of the material retained on each of the 5 mm and larger sieves shall have at least one fractured face.	None specified.
GRADING ENVELOPE	Sieve size(mm)	Percentage passing sieve, by mass	None specified.	Percentage passing sieve, by mass	None specified.
	50	100		100	
	37.5	85 – 100		85 – 100	
	29	61 – 91		61 – 91	
	14	48 – 82		48 – 82	
	5	31 – 66		31 – 66	
	2	20 – 50		20 – 50	
	0.425	10 – 30		10 – 30	
	0.075	5 – 15		5 – 15	
GRADING MODULUS (GM)	None specified	1,75 (base) / 1,5 (subbase) – 2,5.	None specified	1,75 (base) / 1,5 (subbase) – 2,5.	

SOIL CONSTANTS ON THE P _{0.425} FRACTION(1) (= % passing the 0.425 mm sieve)	(a) All materials except calcrete: LL ≤ 25. PI ≤ 6. LS ≤ 3 %. (b) Calcrete: LL ≥ 30. PI ≥ 8. LSM ≥ 170.	(a) All materials except calcrete: LL ≤ 30. PI ≤ 10. LS ≤ 5 %. (b) Calcrete: LL ≥ 45. PI ≥ 15. LS ≥ 6 %. LSM ≥ 320.	(a) All materials except calcrete: PI ≤ 2GM + 10. LS ≤ 7 %. (b) Calcrete: LL ≤ 45. PI ≤ 15. LS ≥ 6 %, or LSM ≤ 320, whichever is the more stringent requirement.
STRENGTH (CBR at % of MDD)	CBR ≥ 80 % at 100 %.	CBR ≥ 45 % at 95 %. Except In the dry western parts of Southern Africa (Weinert N ≥ 10) and when the E80s < 3 million, then the subbase CBR ≥ 25 % at 95 % provided that the base thickness ≥ 150 mm.	CBR ≥ 25 % at 95 %.
SWELL AT 100 % OF MDD	Swell ≤ 0,2 %.	Swell ≤ 0,5 %.	Swell ≤ 0,5 %.
DURABILITY	Specified in Clause A4.1.5.16.		
DELETERIOUS MINERALS	Specified in Clause A4.1.5.17.		

Material characteristic			Type of material	
			G2	
Parent material			Sound rock, boulders or coarse gravel	
Additional fines			May contain up to 10% by mass of approved natural fines not obtained from parent rock. Added fines shall have a LL not exceeding 25 and PI not exceeding 6	
Strength			10% Fines Aggregate Crushing Value (10% FACT), determined in accordance with TMH1 method B2, shall be not less than the appropriate value in table 3602/2, column 3. The Aggregate Crushing Value (ACV), determined in accordance with TMH1 method B1, shall not exceed the appropriate value in table 3602/3.	
Durability			The material shall comply with the requirements in columns 3, 4 and 5 of table 3602/2.	
Flakiness Index			Flakiness Index, determined in accordance with TMH1 method B3, shall not exceed 35 on each of the -26.5 + 19mm fraction and the -19 + 13.2mm fraction.	
Fractured faces			For crushed materials at least 50% by mass of the fractions retained on each standard sieve 4.75mm and larger shall have at least one fractured face.	
Atterberg Limits	Fraction (mm)		LL shall not exceed 25. PI shall not exceed 6. LS shall not exceed 3% In addition, the arithmetic mean of the PI's for a lot (min 6 tests) shall not exceed 4.5 LL shall not exceed 3% The PI shall not exceed 12. If the PI exceed 12 the material shall be chemically modified. After chemical modification the PI of the minus 0.075 mm fraction shall not exceed 8.	
	-0.425			
	-0.075			
Soluble salts			See additional requirements	
Nominal maximum size			37.5mm - 26.5mm	
Grading	Nominal aperture size of sieve (mm)	Percentage passing sieve, by mass		
		37.5mm	26.5mm	
	37.5	100	0	
	26.5	84-94	100	
	19.0	71-84	84-95	
	13.2	59-75	71-84	
	4.75	36-53	42-60	
	2.00	23,40	27-45	
0.425	11-24	13-27		

	0.075	4-12	5-12
Course sand ratio (See definition in sub clause 3602 ©(i)(5)) of COTO	Shall not be less than 35% and shall not exceed 50% in respect of the target grading		
Compaction requirements	Minimum of 85% of bulk relative density.		

3. GENERAL

- The contractor / successful bidder shall be expected to conduct daily tests as part of his process control as the crushed materials are being manufactured or brought on to the site. These daily tests will be monitored by the Department but funded by the contractor/ successful bidder.
- The Department reserves the right to perform similar tests as part of his acceptance control, and may thus reject the material which in his opinion and as informed by the results does not meet the specification. The bidder will be required to re-supply the materials at his/her own cost
- The contractor with the department shall identify and prepare the stockpile area.
- Payment shall be made when the goods have been confirmed in good order by the Client which should reflect on the delivery notes as weighed from the Weigh Bridge and/or GPS and test results.
- The contractor/ successful bidder shall be expected to install a weigh – bridge to control volumes of material leaving the quarry site.
-

The Contractor shall submit his programme to the Employer's Agent for approval within 14 days of receipt of a written Works Order for the specific works to be carried out under that order. The programme shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the Employer's Agent, and shall clearly show:

- (i) The proposed rate of progress in order to complete the Works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (major plant and labour) for each element of the Works. Sufficient detail shall be provided to enable the Employer's Agent to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the programme.
- (ii) A Work breakdown structure that identifies all major work activities,
- (iii) Scheduled start and end dates for each activity,
- (iv) The linkage of activities and any dependencies (time or resource related) between them.
- (v) The sequence of activities clearly identifying floats and critical path activities.
- (vi) Key dates in respect of work to be carried out, information required or due delivery,
- (vii) The anticipated value of work to be done during each month.
- (viii) Other information specifically required by the Employer's Agent.

Penalties will be applied for underperforming/non-performance as defined in the General Conditions of Contract (GCC 2015).

The Department of Transport reserves the right to verify any information provided by the Supplier at any time.

It should be noted that it is in the Contractor's best interest to provide a comprehensive programme giving as much information as possible about the times allowed for the various activities as well as resource or other limitations affecting the programme, since the approved programme may be used to evaluate any claims in terms of the General Conditions of Contract for extensions of time.

The Contractor shall submit to the Employer's Agent, at least one working day before each monthly site meeting copies of the following:

- (i) The contract programme with progress charts and programme graphs updated to reflect the actual progress to date and a summary of progress on site over the month preceding the site meeting.
- (ii) Details of activities running late, indicating what steps have been or will be taken to ensure that the work is completed within the specified time.
- (iii) A report on materials on site.

4. SAMPLING AND TESTING OF SAMPLES

The sampling procedure given in SABS method 827 or any other relevant section shall be applied in determining whether the material complies with the specification.

The sampling procedure of the delivered product before handling by the purchaser or prior to compaction, shall be at least one sample, representative of a quantity of not more than two hundred cubic meters (200m³), and shall be the same class and type, size and gradation category obtained from one stockpile. A minimum of six (6) samples shall be obtained per lot being assessed.

Where the material is required to be dumped at control distances, direct on the road under construction, this must be delivered directly from a pre-built stockpile at the suppliers' source or extracted from bins and mixed thereafter in the appropriate proportions to satisfy the criteria. However, if requested by the Site Manager/ Engineer of the project that the delivered product must firstly be stockpiled prior to the use thereof, then only may the supplier be allowed to supply directly from his crushing plant, without stockpiling.

Care shall be exercised to avoid sampling a segregated area or taking increments from the surface, when sampling in accordance with the appropriate procedure.

All testing shall be carried out in accordance with the current version of the Technical Methods for Highways (TMH 1), published by the Department of Transport for the Committee for State Road Authorities. It is essential that, in the interest of the supplier and purchaser, sampling and testing not be delayed.

5. COMPLIANCE WITH SPECIFICATIONS

In view of the relatively small quantities involved the non-statistical judgement plan shall apply, viz, the mean gradation of each lot (minimum of six (6) samples per lot) determined from samples obtained in a stratified random sampling procedure, shall conform to the approved target gradation within the following tolerances.

SIEVE SIZE	Tolerance %
37,5	+ - 5
26,5	± 5
20,0	± 5
13,2	± 5
4,75	± 4
2,00	± 4
0,425	± 3
0,075	± 2

6. SPECIAL CONDITIONS OF CONTRACT

6.1 Conditions of Contract

- The ceiling price of the bid to be completed on the **Pricing Schedule** form must reflect all costs including VAT and disbursements.
- No late, faxed, electronically transmitted, photocopied, incomplete, copies or unsigned bids will be accepted. Only original bids fully completed and filled in black ink will be accepted.
- It is critical for service providers to fully present the credentials of key personnel to be assigned to projects.
- The Department shall not enter into a contract where a company has directors, partners or employees who are employed by the state where permission has not been granted by the Executive Authority.
- All documents submitted and/or produced shall become the property of the DOT.
- The service provider undertakes to provide the professional resources required to attain the project objectives.
- Service Providers who have entered into a consortium / Joint Venture must attach signed agreements by all partners and each party thereto must comply with all the bidding requirements.
- Failure to submit/adhere with the above, the bid will be deemed non-responsive and will not be considered
- Bidders are requested to submit one envelope marked on the outside indicating the description and the bid number;
- The overall price must be in **Rand** and must be inclusive of VAT where applicable;
- The selected service provider will have to sign a Service Level Agreement and SBD 7.2 contract form with the Department of Transport immediately upon acceptance of the bid.
- The service provider undertakes to act as an independent contractor in respect of all work to be done.
- The service provider shall exercise all reasonable skill, care and diligence in the execution of the work and shall carry out all its obligations in accordance with international professional standards;
- The service provider shall, in all professional matters, act as a faithful adviser to the DOT and, in so far as any of its duties being discretionary, act fairly between DOT and third parties;
- The service provider shall execute and complete the work strictly in accordance with this contract to the satisfaction of the DOT;
- The service provider shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work to be rendered;
- The service provider shall not have the power or authority to enter into any contract or otherwise to bind or incur any liability on behalf of the DOT;
- B-BBEE level certificate must be provided where necessary (Original document or original certified copy)
- Joint ventures or Consortiums must submit a consolidated BBBEE level Certificate / sworn affidavit.
- The service provider must be registered in the Centralised Supplier Database (CSD); The CSD registration report must have been printed at least ten (10) days prior the closing date of the bid

- It's the responsibility of every bidder to provide the Department with a SARS "PIN" to verify the tax compliance status at any time prior to the award of the bid.
- DOT will not be liable to reimburse any costs incurred by any service provider during the proposal /bidding process;
- The service provider shall attend meetings with officials whenever required to do so by the representative for the purpose of obtaining information or advice in regard to the work and assignments or any matters arising thereof;
- Replacement of candidates for this assignment will not be allowed except in extreme cases and the new candidates must possess the same educational and training qualifications or higher than that of the predecessor which will be agreed upon in writing between the service provider and the Department.
- All the submitted documents must be completed in full and signed where necessary
- In cases where two or more bidders attain equal number of points in all aspects of evaluation, the bidder who has the highest B-BBEE points will be the preferred bidder.
- If functionality is part of the evaluation process and two or more bidders attain equal number of points and preference points for B-BBEE, the bidder who has the highest points for functionality will be the preferred bidder.
- In cases where there is a tie in all aspects of evaluation then the award must be decided by the drawing of lots.
- Failure to submit the documentation as prescribed may lead to the bid being considered non-responsive and subsequently rejected / not considered.
- The tenderer is be registered on the Central Supplier Database at National Treasury prior to the Award of a tender and the Tenderer's Tax Status must be compliant (National Treasury SCM Instruction No 4A of 2016/2017: Central Supplier Database);
- The tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (www.treasury.gov.za) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- The tenderer has not abused the Employer's Supply Chain Management System;
- The tenderer has not failed to perform on any previous contract with the Employer;
- The tenderer has completed and signed Certificate of Authority for Signatory;
- The tenderer has duly completed and signed the Form of Offer (Note: Any correction must be signed by the authorised signatory);
- The tenderer has completed and signed the Compulsory Enterprise Questionnaire (Form T2.2R) (for each of the participating firms in the case of a joint venture); failure to do so will render the tenderer non responsive
- The tenderer has completed and signed all SBD Forms (SBD1; SBD4; SBD6.1)
- The tenderer has submitted all relevant certified information with the Tender;
- The tenderer has complied with all other Tender Conditions;
- **Materials will be delivered as and when required over a period of 15 months**
- **It is compulsory to fill fully the BOQ, failure to do so will render the bidder non-responsive**
- **Only weighbridge reports will be accepted on delivery of materials and summary of the monthly weighbridge reports will be attached to the monthly certificates/invoices for claiming of work done**

6.2 Eligibility/Minimum requirements

- Bidders must attach materials classification test result conforming to the specified materials requirements as stipulated in section 3400 and 3500, (G2) and 19mm of COTO that not older than three months from the bidder's preferred material source of supply, by an accredited SANAS laboratory.
- Only Bidders whose source of materials is within 130 km from centre line of COFFEE BAY TO ZITHULELE ROAD are eligible to bid, FAILURE TO BE WITHIN WILL RENDER THE BIIDDER NONE RESPONSIVE
- The proofs of ownership for the above items must be provided failure to provide will result in a bidder not to be considered.
- Only Bidders owning Department of Mineral and Energy mining right / permit / license issued in terms of Section 27 of Minerals and Petroleum Resources Development Amendment Act, No 49 of 2008, or provide proof of ownership by an entity/ person who has given written authority for their mining right/ permit/ license to be used.
- If the bidder is not a mining license owner of the quarry, provide a written authority by the owner of the quarry allowing the bidder to use his/her quarry, dated and signed after the advert date of this Bid
- The proofs of ownership for the above items must be provided failure to provide will result in a bidder not to be considered.

6.3 EVALUATION CRITERIA

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS AND STAGES OF EVALUATION:

Stage 1 -	Compliance
Stage 2 -	Eligibility/Minimum requirements
Stage 3 -	Price Points & B-BBEE Scorecard

Stage 1– Compliance

- The Bid will be evaluated according to the preferential procurement model in the preferential Procurement Policy Framework Act (PPPFA 5 of 2000): Preferential Procurement Regulations, 2017 as well as the SCM Policy of the Department of Transport.
- 80/20 preference point system will apply and that the lowest acceptable Bid will be used
- Bidders must attach materials classification test result conforming to the specified materials requirements as stipulated in section 3400 and 3500, (G2) of COTO that are not older than three months from the bidder's preferred material source of supply, by an accredited SANAS laboratory
- Department of Transport will not be liable to reimburse any costs incurred by any service provider during the proposal /bidding process;
- Should there be a dispute in material quality, the DOT reserves the right to do a joint materials classifications test with the bidder at the bidder's costs
- Only Bidders owning Department of Mineral and Energy **mining right / permit / license** issued in terms of Section 27 of Minerals and Petroleum Resources Development Amendment Act, No 49 of 2008, or provide proof of ownership by an entity/ person who has given written authority for their mining right/ permit/ license to be used.
- If the Bidder is a JV, a copy of the JV agreement or letter of intent to form a JV must be attached to the Bid document. This agreement or letter must clearly state the percentage participation between the parties and any other conditions which might highlight the parties' responsibilities;
- In the case of a JV Bid, each party must supply a valid tax certificate and a letter of good standing.
- A preliminary programme of works must be attached, failure to do so will render the Bid non-responsive.
- Bidders are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a work of this nature as defined and required in the pre-evaluation stage, but a minimum will comprise of a project where similar supply and delivery of natural gravel materials were successfully completed at specified time-frame.
- A valid, original or certified copy of a B-BBEE Certificate issued by SANAS or SANAS accredited agencies, or a Sworn or Affidavit, as per the amended B-BBEE codes, must be submitted in order to qualify for preference points. Failure to do so zero points will be allocated for B-BBEE status level. The list of SANAS accredited agencies is available on the Department of Trade and Industry or SANAS website. Bidders bidding in a Joint Venture must submit a consolidated valid B-BBEE certificate.
- Bidders are required to be registered with **Central Supplier Database (CSD)** with **Treasury** prior to submitting this Bid.

- Local Economic Development (LED): 50% of expenditure spent should be in goods and services which are manufactured and supplied by SMMEs and Co-operatives from within the Province including the utilization of raw materials.
- Bidders that do not meet the pre-qualification criteria stipulated in the Bid document will not proceed to the next stage.
- The Bidder has duly completed and signed the Form of Offer (Note: Any correction must be signed by the authorised signatory);
- The Bidder has completed and signed the Compulsory Enterprise Questionnaire (Form T2.2R) (for each of the participating firms in the case of a joint venture);
-

Stage 2 – Eligibility/Minimum requirements

Please note bidders who do not comply with the minimum requirements will not be moving to the second stage.

Bidders must take particular note of the following:

- Bidders must attach materials classification test result conforming to the specified materials requirements as stipulated in section 3400 and 3500, (G2) and 19mm of COTO that not older than three months from the bidder's preferred material source of supply, by an accredited SANAS laboratory.
- Only Bidders whose source of materials is within 130 km from centre line of COFFEE BAY TO ZITHULELE ROAD are eligible to bid, FAILURE TO BE WITHIN WILL RENDER THE BIDDER NONE RESPONSIVE
- The proofs of ownership for the above items must be provided failure to provide will result in a bidder not to be considered.
- Only Bidders owning Department of Mineral and Energy mining right / permit / license issued in terms of Section 27 of Minerals and Petroleum Resources Development Amendment Act, No 49 of 2008, or provide proof of ownership by an entity/ person who has given written authority for their mining right/ permit/ license to be used.
- If the bidder is not a mining license owner of the quarry, provide a written authority by the owner of the quarry allowing the bidder to use his/her quarry, dated and signed after the advert date of this Bid
- The proofs of ownership for the above items must be provided failure to provide will result in a bidder not to be considered.

Only those Bidders who satisfy the above criteria are eligible to submit Bids:

- Bidders who meet Eligibility/minimum requirements as stated in clause 6.2 above

All Bids shall be held valid for 90 days after the Bid closing date. The Department reserves the right not to accept the lowest or any Bid.

Stage 3 - Price points & B-BBEEE

Please note that bidders who make it to this stage will automatically proceed through to the following stage.

- ✓ **Either 80/20 and 90/10 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million and above R50 million as respectively.**

“The procedure for the evaluation of responsive Bids will be 80/20 or 90/10 preference point system applied as follows,

- (a) Either 80 or 90 points for the Bid price (P_s)
(b) Either 20 or 10 points for B-BBEE level of contribution factors (N_{ep}).”

The contract will be awarded to the responsive Bidder that scores the highest number of points on the basis of the Preferential Procurement Policy Framework Act, Act 5 of 2000,

a) Points Awarded for Price (P_p)

A total of 80 / 90 points will be awarded to the Bidder with the lowest balanced price. The other Bids will be awarded points on the ratio of the price to the benchmark (lowest balanced) price as follows:

Calculation of Points for Price (P_s)

The points scored for Price will be calculated using the following formula:

80/20 or 90/10

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

P_s	=	Points scored for price by Bid under consideration
$P_{\min}$	=	Lowest acceptable Bid price
P_t	=	Price of Bid under consideration.

Fractions will be rounded off to two decimal places after the decimal comma.

The Bid will then be evaluated in terms of the B-BBEE scorecard based on the Preferential Procurement Regulations of the Preferential Procurement Framework Act (Act 5 of 2000).

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that such entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.

A total of either 20/10 points may be scored by a contractor or Joint Venture who submits a valid B-BBEE scorecard.

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

Calculation of Total Points scored $TOTAL\ SCORE = P_s + N_{ep}$

Bid Enquiries

Please refer all enquiries to the following personnel:

Technical Enquiries: M. Ntshanga and M. Goxa

Cellphone No.: 072 422 4254 and 064 880 1945

Email: minenkosi.ntshanga@ectransport.gov.za and mvuyisi.goxa@ectransport.gov.za

Telephone number: 046 602 8100/1

Supply Chain Management: P. Nqikashe and M. Xozwa

Cellphone No.: 067 419 8001 and 067 414 2504

Email: philasande.nqikashe@ectransport.gov.za

SECTION 5: FORMS TO BE COMPLETED BY THE BIDDER

C1.1 : FORM OF OFFER AND ACCEPTANCE

1 OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **SUPPLY AND DELIVER OF ROAD CRUSHED AGGREGATE MATERIALS FOR UPGRADING OF COFFEE BAY TO ZITHULELE PROJECT, KING SABATHA DALINDYEBO LOCAL MUNICIPAL AREA, O.R. TAMBO DISTRICT MUNICIPAL AREA, EASTERN CAPE ROAD PROJECT FOR A PERIOD OF 15 MONTHS SCMU10-22/23-0022**

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

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

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

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

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

OFFER SIGNATURE BLOCK

Authorised Signatory for the Tenderer:

.....
Signature

.....
Name

.....
Capacity

Tenderer

(Name and address of organization)

Witness:

.....
Signature

.....
Name

.....
Date

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number: SCMU10 – 22/23-0022
Closing Time 11:00	Closing date: 26 th January 2023

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- | | | |
|---|--|-----------------------------------|
| - | Required by: | ..... |
| - | At: | ..... |
| - | Brand and model | ..... |
| - | Country of origin | ..... |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | ..... |
| - | Period required for delivery |
*Delivery: Firm/not firm |
| - | Delivery basis | ..... |

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

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

*Delete if not applicable

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this

² 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.

bid.

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

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

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

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of 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 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20.
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a Code of Good Practice on black economic empowerment issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the Bid documents;
- (g) **“Prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means;
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- $P_{\min}$ = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/10 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME) – CONTRACTORS

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Woman Owned** as per Amended Code Series CSC000

of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was equal to/or less than R10,000,000.00 (ten Million Rands or less),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

NB: KEY NOTES FOR EMES (extract from Gazette No. 41287)

- 3.6.2.4.1 An Exempted Micro Enterprise (EME) with a total annual revenue of less than R1.8 million in the case of BEPs and less than R3 million in the case of Contractors are :
 - A) Not subject to the discounting principle and therefore do not have to comply with the QSE Skills Development element, and
 - B) Not required to have an authorised B-BBEE verification certificate, and may present an affidavit or a certificate issued by the Companies and Intellectual Property Commission (CIPC), in respect of their ownership and annual turnover.
 - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017.
Details are available on: www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp
 - An electronic copy can also be requested through DRPW offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 15 MONTHS from the date signed by commissioner.

Deponent Signature: _____

Province of the Eastern Cape
Department of Transport
Directorate: Transport Infrastructure – In-House
Roads Construction Unit

SUPPLY OF ROAD CRUSHED AGGREGATE
MATERIALS FOR UPGRADING OF COFFEE BAY
TO ZITHULELE PROJECT, KING SABATHA
DALINDYEBO LOCAL MUNICIPAL AREA, O.R.
TAMBO DISTRICT MUNICIPAL AREA, EASTERN
CAPE ROAD PROJECT FOR A PERIOD OF 15
MONTHS SCMU10 – 22/23-0022

Date: _____

Commissioner of Oaths

Signature

&

stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE (QSE) – CONTRACTORS

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior

3. I hereby declare under Oath that:
 - The Enterprise is _____% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series

CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between 10 million (ten Million Rands) and less than R50,000,000.00 (fifty Million Rands).
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	

NB: KEY NOTES FOR QSE (extract from Gazette No. 41287)

- 5.6.3 A QSE that is at least 51% Black Owned or 100% Black Owned that does not comply with paragraph 3.6.2.3 above, will be discounted by one level from that level awarded in paragraphs 5.3.1 and 5.3.2 respectively.
 - 5.3.4 Despite paragraphs 5.2, 5.3.1 and 5.3.2, an at least 51% Black Owned QSE's BBBEE Status Level and corresponding B-BBEE Recognition Level will be enhanced by one level if it achieves full points (excluding the bonus points) for the Skills Development element of the QSE Scorecard (paragraphs 1.1, 1.2 and 1.3 of Statement CSC603) or the Preferential Procurement and Supplier Development element of the QSE Scorecard (paragraphs 1.1, 1.2, 1.3 and 2.1 of CSC604).
 - 5.3.5 For the avoidance of doubt, a Measured Entity that is measured in terms of the full QSE scorecard is not eligible for enhancement in terms of paragraph 5.3.4 above.
 - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017.
Details are available on: www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp
 - An electronic copy can also be requested through DRPW offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 15 MONTHS from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

7. SUB-CONTRACTING

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

7.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?.....%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE?
 (Tick applicable box)

YES	☐	NO	☐
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(v) specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017;

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm

8.2 VAT registration number

8.3 Company registration number

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business?

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES:

1.

2.

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

DATE.....

ADDRESS.....

.....

.....

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 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 the Eastern Cape Department of Transport in accordance with the requirements and task directives/proposal specifications stipulated in Bid Number: SCM10-18/19-00 at the Price(s) quoted. My offer remains 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
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference Certificates in terms of the Preferential Procurement Regulations 2011
 - Special Conditions of Contract;
 - ii) General Conditions of Contract; and
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 fulfillment of all obligations and conditions devolving on me under this agreement as the principle 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 authorized to sign this contract.

WITNESSES:

- | | | |
|----|-------|-------|
| 1. | ..... | ..... |
| | | DATE |
| 2. | ..... | ..... |
| | | DATE |

SUPPLY OF ROAD CRUSHED AGGREGATE MATERIALS FOR UPGRADING OF COFFEE BAY TO ZITHULELE PROJECT, KING SABATHA DALINDYEBO LOCAL MUNICIPAL AREA, O.R. TAMBO DISTRICT MUNICIPAL AREA, EASTERN CAPE ROAD PROJECT FOR A PERIOD OF 15 MONTHS

SIGNATURE OF BIDDER

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, in my capacity as..... accept your bid under reference number SCMU10-22/23-0022 for 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 (VAT INCL)	COMPLETION DATE	B-BBEE POINTS CLAIMED
SUPPLY AND DELIVER OF ROAD CRUSHED AGGREGATE MATERIALS FOR UPGRADING OF COFFEE BAY TO ZITHULELE PROJECT, KING SABATHA DALINDYEBO LOCAL MUNICIPAL AREA, O.R. TAMBO DISTRICT MUNICIPAL AREA, EASTERN CAPE ROAD PROJECT FOR A PERIOD OF 15 MONTHS	R.....		

MATERIALS WILL BE DELIVERED AS AND WHEN REQUIRED OVER A PERIOD OF 15 MONTHS

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

WITNESSES:

1. DATE
2. DATE

Official Stamp

SIGNATURE

Province of the Eastern Cape
Department of Transport
Directorate: Transport Infrastructure – In-House
Roads Construction Unit

SUPPLY OF ROAD CRUSHED AGGREGATE
MATERIALS FOR UPGRADING OF COFFEE BAY
TO ZITHULELE PROJECT, KING SABATHA
DALINDYEBO LOCAL MUNICIPAL AREA, O.R.
TAMBO DISTRICT MUNICIPAL AREA, EASTERN
CAPE ROAD PROJECT FOR A PERIOD OF 15
MONTHS

SCMU10-22/23-0022

F. PRICING SCHEDULE

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

BID NO.: SCMU10 – 22/23-0022

SUPPLY DELIVER OF ROAD CRUSHED AGGREGATE MATERIALS FOR UPGRADING OF COFFEE BAY TO ZITHULELE PROJECT, KING SABATHA DALINDYEBO LOCAL MUNICIPAL AREA, O.R. TAMBO DISTRICT MUNICIPAL AREA, EASTERN CAPE ROAD PROJECT FOR A PERIOD OF 15 MONTHS

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

CONTRACT No.:

UPGRADING OF COFFEE BAY TO ZITHULELE PROJECT, KING SABATHA DALINDYEBO LOCAL MUNICIPAL AREA, O.R. TAMBO DISTRICT MUNICIPAL AREA, EASTERN CAPE ROAD PROJECT FOR A PERIOD OF 15 MONTHS

PART C2: PRICING DATA

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SECTION A: PRICING INSTRUCTIONS

GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the COTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) published by the South African Institution of Civil Engineering (SAICE).

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the COTO Standard Specifications (1998 edition) and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Schedule of Quantities refer to the corresponding item numbers in the COTO Standard Specifications (1998 edition). Item numbers prefixed by the letter B refer to items of payment described in Part B Amendments to the Standard Specifications.

For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of measurement at which the Tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Schedule of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the COTO Standard Specifications subclause 1209(a), the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, will be treated as arithmetical errors.

PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The rates and lump sums shall be comprehensive in accordance

with subclause 1209(b) of the COTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition).

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The provisions of subclause 1209(f) of the COTO Standard Specifications shall apply in rate only items. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be discounted.

CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of Clause 1220 of the Standard Specifications regarding the measurement of quantities for payment. Except where specified otherwise than in Clause 1220, the net measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities:

mm	= millimetre	m ³ -km	= cubic metre-kilometre	Prov sum	= provisional sum
m	= metre	l	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km-pass	= kilometre-pass	kg	= kilogram	MN	= meganewton
m ²	= square metre	t	= ton (1 000 kg)	t-km	= ton-kilometre
m ² -pass	= square metre-pass	No	= number	h	= hour
ha	= hectare	%	= percent	dia	= diameter
m ³	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN-m	= meganewton-metre		

CONSISTENCY OF RATES

In order to ensure that payments certified by the Engineer are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of Quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for the item:

13.01 The contractor's general obligations:

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

and

B13.02 Health and Safety:

- (a) Fixed obligations
- (b) Time related obligations

exceeds a maximum of 10% of the Tender Offer (excluding contingencies, escalation and VAT).

- (ii) the rates, prices or amounts tendered for any other items differ by more than 10 (ten) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest departmental estimates.

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

SECTION B: SUMMARY OF PRICING SCHEDULE

NB. Process control test must be included in your rates and the Acceptance control tests will be done by the Department of Transport					
PART B : ROADWORKS					
SCHEDULE 2					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B13.00	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	Contractor's general obligations				
	(a) Fixed Obligations	L/Sum	1		
	(b) Value-related obligations	L/Sum	1		
	(c) Time-related obligations	Month	15		
	NB The combined total tendered for sub items (a),(b)and © shall not exceed 10% of Tender sum				
B13.02	Mine Health and Safety and Covid 19 :				
	(a) Contractors initial obligations in respect to the Mine Health and Safety Act and Covid 19 Regulations	sum	1		
30.00	Crushing and screening				
	(i) G2 crushed-stone base	T	30 000.00		
	(ii) Filter Stone (19.00mm)	T	17 000.00		
	(iii) Decomposed Dolerite G6	T	R/O		
	Delivery of Materials along Coffee Bay to Zithulele Site	T	47 000.00		

	(Transportation of materials)				
80.00	TESTING MATERIALS AND WORKMANSHIP	PC			
	Other special tests requested by the Engineer				
	(a) Cost of testing (By the Departmental agent)		1	R25 000.00	R25 000.00
	(b) Handling cost and profit in respect of sub item 80.00(a) above	%			
	(c) GPS GNNS/Equivalent			R250, 000.00	R250, 000.00
	(d) Handling cost and profit in respect of sub item 80.00(c) above	%			
<u>SUBTOTAL 1 :</u>					
Add Contingencies (7.5%) of SUBTOTAL 1					
<u>SUBTOTAL 2 :</u>					
Contract Price Adjustment (10.0%) of SUBTOTAL 1					
VAT @ 15 %					
CONTRACT SUM TOTAL CARRIED FORWARD TO FORM OF OFFER					

N.B.

- IT IS COMPULSORY THAT MATERIALS WILL BE DELIVERED ALONG COFFEE BAY TO ZITHULELE SITE ON DESIGNATED AREAS THAT WILL BE IDENTIFIED BY THE DEPARTMENTAL REP. ALONG THE ROAD BEING CONSTRUCTED
- MATERIALS WILL BE DELIVERED AS AND WHEN REQUIRED OVER A PERIOD OF 15 MONTHS
- IT IS COMPULSORY TO FILL FULLY THE BOQ, FAILURE TO DO SO WILL RENDER THE BIDDER NON-RESPONSIVE

SECTION C:

Signed on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

Grand Total must be transferred in writing to C1.1 Form of Offer.

N.B.

- **MATERIALS WILL BE DELIVERED AS AND WHEN REQUIRED OVER A PERIOD OF 15 MONTHS**