# *KUMKANI MHLONTLO LOCAL MUNICIPALITY*
# *PROVINCE OF THE EASTERN CAPE*

*INFRASTRUCTURE SERVICES DEPARTMENT*

## APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILIATION AND UPGRADING OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS

## CONTRACT No.: KMLM/R&R/01-2026-29

**Mhlontlo Local Municipality**

**Bidder**

. . . . . .

**Total of the prices inclusive of value added tax: R . . . . . .**

***BIDDER'S CLOSES*** *AT THE OFFICES OF:* ***MHLONTLO LOCAL MUNICIPALITY AT 12H00 AM ON THE 26TH JAUGUST 2026***

Documents are to be delivered by hand in the tender box as no faxed copies will be acceptable; the box is situated at **'Reception'** of **MHLONTLO Municipality, Main building Qumbu**

***NO LATE SUBMISSION WILL BE CONSIDERED***

Issued and by:
MHLONTLO LOCAL MUNICIPALITY
85 LG MABINDLA STREET
QUMBU
5138

Acting Municipal Manager: Mr X.Jikela
Contact person : Ms
Telephone : 047 – 553 7000

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITATION AND UPGRADING OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

**KUMKANI MHLONTLO LOCAL MUNICIPALITY**

**CONTRACT NO: KMLM/R&R/01-2026-29**
**FOR**
**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILIATION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

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## DOCUMENT CHECKLIST

This document checklist is provided to assist the tenderer.

| | | ITEMS | CHECKED |
|---|---|---|---|
| 1 | | Returnable Schedules in Section T2.2 | ☐ |
| 2 | | Correct Tender Offer carried forward to **Form of Offer and Acceptance** and the Form of Offer duly completed and signed……..…… | ☐ |
| 3 | | Schedule of Quantities: | |
| | i) | Completed in **BLACK INK** only……....…….……....…..... | ☐ |
| | ii) | Corrections crossed out and initialled …….…….……....…..... | ☐ |
| 4 | | Contract specific data provided by the Contractor ……..…...…....…...….. | ☐ |

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# T1: TENDERING PROCEDURES

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# T1.1 TENDER NOTICE AND INVITATION TO TENDER

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITATION AND UPGRADING OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

# KUMKANI MHLONTLO LOCAL MUNICIPALITY

## T1.1: TENDER INVITATION

| PROJECT NAME | CIDB | CONTRACT NUMBER | ADVERT DATE | BRIEFING DATE | CLOSING DATE |
|---|---|---|---|---|---|
| Appointment of panel of six service providers for the rehabiliation of gravel roads, bridges and all storm water related works for a period of 36 months. | 3 X 5 CE or Higher<br>3 X 4CE or Higher | MLM/R&R/01-2026-29 | 07/08/2026 | No compulsory | 21/09/2026<br>12h00 PM<br>Qumbu Foyer |

Suitably qualified, capable and experienced tenderers are hereby invited to tender for the construction of the above projects. The above project is situated in Mhlontlo Local Municipality within O.R. Tambo District Municipality.

**KUMKANI MHLONTLO LOCAL MUNICIPALITY** **Contract No: KMLM/R&R/01- 2026-29**

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Tenderers must take particular note of the following:

1. Tenderers are required to submit valid SARS Tax Pin with the tender in order to be considered.
2. Tenders must declare performance guarantee as per contract
3. Tenderers are required to submit the Company Profile.
4. Tenderers are required to submit proof of registration with CIDB, for A Joint venture must submit a proof of registration with consolidated CIDB grading with active status.
5. Submit Joint Venture agreement in the case of joint venture.
6. Tenderers are required to submit the methodology
7. Tenderers must submit all the requirement as per returnable schedules and must be attached in a relevant page

10. Submit Proof of Municipal rates no later than one month

11. Submit Central Supplier Database Report or CSD number

12. Failure to submit a comprehensive JV agreement (where applicable) individual partners are to comply and submit all relevant documents.

13. A pre-qualification criterion for preferential is applicable, therefore a minimum appointed service provider would be required sub-contract part of their works to the designated groups contemplated in terms of regulations 2017.

Failure to supply all supplementary information may result in the tender being deemed an incomplete tender and will not be considered forward.

Tender documents will be available **from www.etender.gov.za and www.mhlontlolm.gov.za .**

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## Evaluation Criteria

Tenderers will be evaluated for functionality and those who score equal or more than 70% will be considered to be appointed in the panel.
When ever there will be work that needs to be undertaken, schedule of quantities will be prepared and the bidders appointed in the panel will be asked to price. Subsequent to that a form of offer and a form of acceptance shall be completed and accepted by the employer.

Allocation of work therefore will done inline with the evaluated price and equity points .

| Key aspect of criterion | Maximum points allocation | Basis for points allocation | Score |
|---|---|---|---|
| Performance of previous contracts of similar projects.<br><br>Similar projects shall be either roadworks related projects limited to construction, upgrading and deep rehabilitation projects, road maintenance, road routine maintenance, and including re/gravelling projects.<br><br>Information included in, and appended to Returnable Schedule.<br><br>Appointment letter together with Signed completion certificate.<br><br>Reference contact details provided by the bidder. | 30 | Tenderer has failed to provide proof of relevant experience. **0 Points** | **0** |
| | | Tenderer has limited experience, with at least 1 project of similar nature , and with positive reference :**5 Points** | **5** |
| | | Tenderer has relevant experience, with at least<br>2 - projects of similar nature**,** and with positive references: **10 Points** | **10** |
| | | Tenderer has relevant experience with at least 3 projects of similar nature**,** and with positive references: **15 Points** | **15** |
| | | Tenderer has relevant experience with at least 4 projects of similar nature, and with positive references. **20 Points** | **20** |
| | | Tenderer has relevant experience with at least 5 projects of similar nature, and with positive references. **25 Points** | **25** |
| | | Tenderer has relevant experience with at least 6 projects of similar nature, and with positive references. **30 Points** | **30** |
| **Project Manager/ Contract Manager: with experience on:**<br><br>Similar projects that shall be either roadworks related projects limited to construction, upgrading and deep rehabilitation projects, road maintenance, road routine maintenance, and including re/gravelling projects. | 10 | Project Manager/Contract Manager: (ND Civil Eng./B -Tech.Civil Eng. or equivalent) with 5 years' relevant experience and above. References must traceable as they may be verified: **10 Points** | **10** |
| | | Project Manager/Contract Manager: (ND Civil Eng/B -Tech.Civil Eng, BSC or equivalent) with 3-5 years' relevant experience. References must traceable as they may be verified**: 5 Points** | **5** |
| | | Project Manager/Contract Manager: (ND Civil Eng/B -Tech.Civil Eng or equivalent) with 1-3years relevant | **3** |

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| Key aspect of criterion | Maximum points allocation | Basis for points allocation | Score |
|---|---|---|---|
| | | experience. References must traceable as they may be verified**: 3 Points** | |
| | | Project Manager/Contract Manager: With no experience, no qualification**: 0 Points** | **0** |
| **Site Agent: with experience on:**<br><br>Similar projects that shall be either roadworks related projects limited to construction, upgrading and deep rehabilitation projects, road maintenance, road routine maintenance, and including re/gravelling projects. | 10 | Site Agent (ND Civil Eng/B -Tech.Civil Eng or equivalent) with 5 years relevant experience and above. References must traceable as they may be verified:**10 Points** | **10** |
| | | Site Agent (ND Civil Eng/B -Tech.Civil Eng or equivalent) with 3-5 years relevant experience. References must traceable as they may be verified**:5 Points** | **5** |
| | | Site Agent :(ND Civil Eng/B -Tech.Civil Eng or equivalent) with 1-3years relevant experience. References must traceable as they may be verified**:3 Points** | **3** |
| | | Site Agent:<br><br>With no experience, no qualification**: 0 Points** | **0** |
| **General Foreman** Similar projects that shall be either roadworks related projects limited to construction, upgrading and deep rehabilitation projects, road maintenance, road routine maintenance, and including re/gravelling projects. | 06 | With project specification experience of **less than 3 years:** 3 **Points** | **3** |
| | | With project specification **of 3 to 5 years'** e experience**,** with**: 4 Points** | **4** |
| | | With project specification experience of **more than 5 years.: 6 Points** | **6** |
| **Health and Safety Officer.**<br><br>Registration with SACPCMP and experience of the Health and Safety Officer in similar projects:<br><br>Similar projects shall be either roadworks related projects limited to construction, upgrading and deep rehabilitation projects (meaning that road maintenance, road routine maintenance, or structural related projects. | 04 | No proof of registration and with no proof of qualification and experience included in Bid: : **0 Points** | **0** |
| | | Health and Safety Officer / Manager in similar projects with NOSA minimum qualifications only and with 2 or more years' experience.: **1 Point** | **1** |
| | | Health and Safety Officer / Manager in similar projects, registered with the SACPCMP as CHS Officer or CHS Manager with two or more : **2 Points** | **2** |

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| Key aspect of criterion | Maximum points allocation | Basis for points allocation | Score |
|---|---|---|---|
| | | Registration with the SACPCMP as CHS Officer or up to 3 or more years' experience as a Safety Officer / Manager**.:4 Points** | **4** |
| **Availability of Machinery Resources** Form A4 must be clearly and fully completed)<br><br>Proof of Macinery ownership by the bidder (NaTIS documents/ Vehicle registration Certificates<br><br>OR<br><br>If the bidder leases the plant then half points will be allocated on each plant provided. Bidder to attach original signed letter of intent to lease plant from owner with the certified registration documents of the owner | 30 | 1x Grader: - 5 points if owned by the bidder, - 2,5 point if to be leased | **5** |
| | | 1x Excavator: - 5 points if owned by the bidder, - 2,5 point if to be leased | **5** |
| | | 5x Tipper trucks -10 points if owned by the bidder,- 5 points if leased | **10** |
| | | 2x Water bowser (8kl or larger): - 5 points if owned by the bidder,<br>- 2,5 points if leased | **5** |
| | | 1x TLB Roller.: - 5 points if owned by the bidder,- 2,5 points if leased | **5** |
| **Quality of methodology** : Relevant to assignment step by step with time frames:<br><br>A clear construction project methodology with well-defined, step-by-step project project execution. It includes a detailed plan, risk assessment, safety procedures, and resource allocation approach that ensures efficient and | 10 | A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames: **10 Points** | **10** |
| | | Basic methodology with time frames: **5 Points** | **5** |
| | | Unclear methodology with no time frames : **0 Points** | **0** |
| **TOTAL SCORED** | | | **100** |

**Only Bidders who score 70% or more on Stage 1 would be evaluated further and eligible for award.**

Preferential Procurement Regulations, 2022 Pertaining to the MFMA will apply.

**80 points for price**
**20 Mhlontlo specific goals shall be applicable in line with our policy and**

All tenders shall hold good for 90 days after tender closing date. The Council is not bound to accept the lowest or any tender and or part thereof and the Council reserves the right to accept any tender in whole or in part. All electronic, telegraphic, telefax, e-mail and late tenders will not be considered and tenders not deposited in the tender box as prescribe in this notice will not be considered as well.
For enquiries regarding bid documents, please contact Mr M Nomsobo at 047 553 7000.
For technical enquiries please contact the Technical Services of Mhlontlo Local Municipality, Ms Y.Nqatyelwa @ 047 553 7036

……
Acting Municipal Manager

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITATION AND UPGRADING OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

Mr X.Jikela
Mhlontlo Local Municipality
P.O. Box 31
Qumbu
5180

# 1 ADDENDUM TO THE CONTRACT: POPIA OBLIGATION

## 1. PROTECTION OF PERSONAL INFORMATION

### 1.1. Processing limitations

It is recorded that, pursuant to its obligations under this Agreement, Service Provider will process Personal Information in connection with and for the purposes of the provision of the Services for or on behalf of Mhlontlo LM and will act as Mhlontlo LM's Operator for purposes of Protection of Personal Information Act (POPIA) no.4 of 2013. Unless required by law, Service Provider shall process the Personal Information only:

**1.1.1.** On behalf of Mhlontlo LM and in compliance with its instructions and this Agreement;

**1.1.2.** For the purposes connected with the provision of the Service Provider services or as specifically otherwise instructed or authorised by Mhlontlo LM in writing; and

**1.1.3.** Service Provider shall treat the Personal Information that comes to its knowledge or into
its possession as confidential and shall not disclose it without the prior written consent of Mhlontlo LM.

### 1.2. Security measures

**1.2.1.** Service Provider warrants that it shall secure the integrity of the Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:

(a) Loss of, or damage to, or unauthorised destruction of the Personal Information; and
(b) Unlawful access to or processing of the Personal Information.

**1.2.2.** Service Provider shall take reasonable measures to:

(a) Identify all reasonable foreseeable internal and external risks to the Personal Information in its possession or under its control;

(b) Establish and maintain appropriate safeguards against the risk identified;

(c) Regularly verify that the safeguards are effectively implemented;

(d) Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards; and

(e) Shall notify Mhlontlo LM of the risks identified and the safeguards established and implemented from time to time.

**1.2.3.** Service Provider shall:

(a) Have due regard to generally accepted information security practices and processes which may apply to it;

(b) Comply with Mhlontlo LM's information security practices and procedures and applicable industry or professional rules and regulations, of which Mhlontlo LM undertakes to keep Service Provider informed from time to time; and

(c) Within five (5) business days of a request from Mhlontlo LM, Service Provider shall provide to Mhlontlo LM a written explanation and full details of the appropriate technical and organisational measures taken by or on behalf of Service Provider to demonstrate and ensure compliance with this clause.

**1.3. Service Provider's general obligations with regards to Personal Information**

**1.3.1.** In addition to the other obligations set out in this clause, Service Provider shall:

(a) Take reasonable steps to ensure the reliability of any of its employees who have access to the Personal Information;

(b) Limit access to the Personal Information only to those employees who need to know to enable Service Provider to perform the services and ensure that employees used by

Service Provider to provide the Services have undergone training in the care and handling of the Personal Information;

(c) Deal promptly and properly with all reasonable inquiries from Mhlontlo LM relating to its Processing of the Personal Information and provide to Mhlontlo LM copies of the Personal Information in the format reasonably specified by Mhlontlo LM;

(d) Promptly inform Mhlontlo LM of its inability to comply with Mhlontlo LM's instructions and this clause, in which case Mhlontlo LM is entitled to suspend the processing of Personal Information and/or terminate this Agreement;

(e) Provide Mhlontlo LM with full co-operation and assistance in relation to any requests for access or correction or complaints made by Data Subjects; and

(f) At the request of Mhlontlo LM or any regulatory body, submit its Personal Information Processing facilities for audit of the Processing activities covered by this Agreement.

**1.4. Notifications**

**1.4.1.** Service Provider must notify Mhlontlo LM in writing:

(a) Within 1 (one) business day or otherwise as soon as reasonably possible if any Personal Information has been or may reasonably believe to have been accessed or acquired by an unauthorised person or if a breach has occurred with reference to its use of the Personal Information under this Agreement. The notification must provide sufficient information to allow affected Data Subjects to take measures against the potential consequences of the compromise, including, if known to Service Provider, the identity of the unauthorised person who may have accessed or acquired the Personal Information;

(b) Within 3 (three) business days of receipt thereof, of any request for access to or correction of the Personal Information or complaints received by Service Provider relating to Mhlontlo LM's obligations in terms of POPIA and provide Mhlontlo LM with full details of such request or complaint; and

(c) Promptly of any legally binding request for disclosure of Personal Information or any other notice or communication which relates to the Processing of the Personal Information from any supervisory or governmental body.

**1.5. Return or destruction of Personal Information**

Upon termination of this Agreement or upon request by Mhlontlo LM, Service Provider shall return any material containing, pertaining or relating to the Personal Information disclosed pursuant to this Agreement to Mhlontlo LM. Alternatively, Service Provider shall, at the instance of Mhlontlo LM, destroy such material and shall certify to Mhlontlo LM that it has done so, unless the law prohibits Service Provider from doing so. In applying this destruction alternative, the Service Provider shall provide Mhlontlo LM with the Certificate of Destruction to confirm that the destruction was done in a manner that the Personal Information cannot be reconstructed to its original format. In that case, Service Provider warrants that it will guarantee the confidentiality of the Personal Information and will not actively process the Personal Information any further.

**1.6. Warranties**

Service Provider warrants that in addition to the warranties stated in the rest of this Agreement, it shall comply with all regulatory and statutory requirements which impact on or relate to Service Provider and the Services, including, but not limited to, POPIA.

**1.7. Indemnities**

Service Provider hereby indemnifies and holds harmless Mhlontlo LM from any and all penalties, claims, loss or damage arising from any claim or action brought against Mhlontlo LM and arising from or due to Service Provider's breach of its information protection obligations set out in this clause.

**1.8. Ownership of Information**

**1.8.1.** Service Provider acknowledges and agrees that Mhlontlo LM retains all right, title and interest in and to the Personal Information.

**1.8.2.** Service Provider shall not possess or assert any lien or other right against or to such Personal Information and no such Personal Information shall be sold, assigned, leased or otherwise disposed of to third parties by Service Provider or commercially exploited by or on behalf of Service Provider or its employees .

**SIGNED AT_____ONTHIS_____DAY_____2026**

_____

**FOR AND ON BEHALF OF KUMKANI MHLONTLO**

**FULL NAMES: MR X. JIKELA**

**LOCAL MUNICIPALITY**

**CAPACITY: ACTING MUNICIPAL MANAGER**

_____ _____

**WITNESS 1:** **WITNESS 2:**

**Names:_____** **Names:_____**

**SIGNEDAT_____ONTHIS_____DAYOF_____2026**

_____

**FOR AND ON BEHALF OF COMPANY NAME**

**FULL NAMES ----------**

**CAPACITY: COMPANY DIRECTOR**

_____ _____

**WITNESS 1:** **WITNESS 2:**

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITATION AND UPGRADING OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

**Names:**_____ **Names:**_____

# Kumkani Mhlontlo Local Municipality

## T1.2 TENDER DATA

## T1.2 TENDER DATA

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 94 of 2006 in the Government Gazette No. 29138 of 2006 dated 18 August 2006.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

**Tender Data Applicable to this Tender**

| Clause Number | Data / Wording |
|---|---|
| **F.1.2** | The **Tender Documents** consist of the following:<br><br>(a) This **Project Document**, which contains the following:<br><br>**PART T1: TENDERING PROCEDURES**<br>T1.1 Tender Notice and Invitation to Tender<br>T1.2 Tender Data<br><br>**PART T2: RETURNABLE DOCUMENTS**<br>T2.1 List of Returnable Documents<br>T2.2 Returnable Schedules<br><br>**PART C1: AGREEMENTS AND CONTRACT DATA**<br>C1.1 Form of Offer and Acceptance<br>C1.2 Contract Data<br>C1.3 Form of Guarantee<br>C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993<br>C1.5 Transfer of rights<br><br>**PART C2: PRICING DATA**<br>C2.1 Pricing Instructions<br>C2.2 Schedule of Quantities |

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| Clause Number | Data / Wording |
|---|---|
| | **PART C3: SCOPE OF WORKS**<br>C3.1 Standard Specifications<br>C3.2 Project Specifications<br>C3.3 Particular Specifications<br><br>(c) **`General Conditions of Contract for Construction Works – New Edition 2010'** issued by the South African Institution of Civil Engineering (abbreviated title 'General Conditions of Contract 2010'- GCC 2010). This document is obtainable separately and Tenderers shall obtain their own copy.<br><br>(d) **'The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition'.** This document is obtainable separately and Tenderers shall obtain their own copy.<br><br>(e) **'The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003' (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately and Tenderers shall obtain their own copy.<br><br>In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour:<br><br>(i) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 692 of 9 June 2004. |
| **F.1.4** | The Accounting Officer is:<br><br>Name: Mr. X.Jikela<br>Tel: (047) 553 7000<br>Fax : (047) 553 0189<br>E-mail: xjikela@mhlontlolm.gov.za |
| **F.2.1** | A Tenderer will not be eligible to submit a tender if:<br><br>(a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;<br><br>(b) the Tenderer does not have the legal capacity to enter into the contract;<br><br>(c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has |

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| Clause Number | Data / Wording |
|---|---|
| | suspended his business activities, or is subject to legal proceedings in respect of the foregoing;<br>(d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;<br>e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;<br>(f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.<br>(g) The Tenderer cannot demonstrate that he will have in his employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel.<br><br>Only Tenderers meeting the Construction Industry Development Board (CIDB) contractor grading designation of **5CE OR HIGHER & 4CE OR HIGHER,** as defined in the Regulations (01 June 2004 as amended) in terms of the CIDB Act 38 of 2000, are eligible to submit tenders for this contract:<br><br>In terms of the Mhlontlo Municipality Supply Chain Management Policy Guideline, all suppliers of goods and services to the MHlontlo Municipality are required to register on the Database.<br><br>(1) Application forms may be obtained by phoning **047 553 7000** |
| **F.2.7** | The arrangements and venue for the compulsory Clarification Meeting are:<br><br>Not applicable |
| **F.2.8** | Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays. |
| **F.2.10** | All tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS). |
| **F.2.12** | The requirements are as described in **Clause 1212 'ALTERNATIVE DESIGNS AND OFFERS'** of 'The COLTO Standard Specification for Road and Bridge Works for State Road Authorities 1998 edition'. |
| **F.2.13** | **F.2.13.3** Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies. |

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| Clause Number | Data / Wording |
|---|---|
| | **F.2.13.5** The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:<br>**Location of Tender Box:** In the Foyer, Mhlontlo Local Municipality<br>**Physical Address:** 98, LG Mabindla street, Qumbu<br>**Identification Details: APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITATION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**<br>Contract No. **MLM/R&R/01-2026-29**<br>**F.2.13** A two-envelope system will **not be followed**. |
| **F.2.15** | The closing time for submission of Tender Offers is:<br>**12h00 on 21 September 2026**<br>Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted. |
| **F.2.16** | The tender offer validity period is **90 days** from the closing time for submission of tenders. |
| **F.2.18** | The tenderer must submit to the Employer the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. |
| **F.2.19** | Access shall be provided for inspections and testing by personnel acting on behalf of the Employer. |
| **F.2.22** | This is not applicable. |
| **F.2.23** | The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture. |
| **F.3.1** | Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays. |
| **F.3.2** | Change 'seven days' to 'five working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays. |
| **F.3.4** | The time and location for opening of the tender offers are:<br>Time: **12H00 AM** Date: **21 September 2026**<br>Location / Venue: Mhlontlo Local Municipality, 96 LG Mabindla Stree, Qumbu |

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITATION AND UPGRADING OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

| Clause Number | Data / Wording |
|---|---|
| **F.3.5** | A two-envelope system will **not be followed**. |
| **F.3.8** | **Test for responsiveness**<br><br>**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:<br><br>(a) complies with the requirements of these Conditions of Tender,<br>(b) has been properly and fully completed and signed, and<br>(c) is responsive to the other requirements of the tender documents.<br><br>**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:<br><br>(d) a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,<br>(e) b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or<br>(f) c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.<br><br>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation. |
| **F.3.13** | **F.3.13.1** The legal requirements for acceptance of the tender offer are:<br><br>(g) **Tender Defaulters Register** - the Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.<br><br>(h) **Abuse of the SCM System** - the Tenderer has not abused the Employer's Supply Chain Management System and has not been given a written notice to the effect that he has failed to perform on any previous contract.<br><br>(i) **Declaration** - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State.<br><br>(j) **Fraud and Corruption** - the Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:<br><br>(i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract;<br><br>(ii) having acted in a fraudulent or corrupt manner in obtaining this Contract; |

| Clause Number | Data / Wording |
|---|---|
| | (iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour;<br><br>(iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;<br><br>(v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender.<br><br>The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already. |
| **F.3.18** | The number of paper copies of the signed contract to be provided by the Employer is **one (1)**. |

# T2: RETURNABLE DOCUMENTS

## T2.1 LIST OF RETURNABLE DOCUMENTS

This Project Document must be submitted as a whole and shall not be taken apart or altered in any way whatsoever. The following schedules and forms are shall be based on the fact that when ever there will be work that needs to be undertaken, schedule of quantities will be prepared and the bidders appointed in the panel will be asked to price. Subsequent to that a form of offer and a form of acceptance shall be completed and accepted by the employer.

1. acontained in this document and are to be properly completed as required:

    a) Returnable Schedules in T2.2.

    b) C1.1 Form of Offer and Acceptance, A. Offer, on page C3.

    c) Contract Specific Data Provided by the Contractor in C1.2.2 Part B.

    d) Pricing Data in C2.2: Schedule of Quantities.

## T2.2 RETURNABLE SCHEDULES

A CERTIFICATE OF ATTENDANCE (Not Applicable for this tender)..... T26
B RECORD OF ADDENDA TO TENDER DOCUMENTS ..... T27
C COMPULSORY ENTERPRISE QUESTIONNAIRE ..... T28
D CERTIFICATE OF AUTHORITY ..... T30
E PLANT AND EQUIPMENT ..... T35
F EXPERIENCE OF TENDERER..... T36
G PROPOSED SUB CONTRACTORS ..... T37
H KEY PERSONNEL..... T38
I DEVIATIONS AND QUALIFICATIONS ..... T41
J CONTRACTOR'S HEALTH AND SAFETY DECLARATION..... T42
K PREFERENCING SCHEDULE (FOR CONTRACT PARTICIPATION GOALS) ..... T44

MBD…… 1
MBD…….2
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MBD……... 7
MBD……... 8
MBD……... 9

L TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR..... T19
M ETHICS COMMITMENT FOR SUPPLIERS OF THE Mhlontlo LM……. .... T22

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.

**KUMKANI MHLONTLO LOCAL MUNICIPALITY** **Contract No: KMLM/R&R/01- 2026-29**

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITATION AND UPGRADING OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

## A.CERTIFICATE OF ATTENDANCE (Not Compulsory to be signed as this will be checked on-site inspection attendance register)

This is to certify that *(Tenderer)* .....

of (*address)* .....

.....……..... was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers**.**

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

**Particulars of person attending the meeting:**

Name: .....……..... Signature: .....….....

Capacity: .....

**Attendance of the above person at the meeting is confirmed by the Employer's agent, namely:**

Name: Signature: .....

Capacity: Date and Time: .....…….....

| |
|---|
| |
| **Kumkani Mhlontlo Local Municipality Stamp** |

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITATION AND UPGRADING OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

## B. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer and are attached hereto.

| ADDENDUM No. | DATE |
|---|---|
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***Please attach all Addenda to this page***

SIGNATURE: .....…….. DATE: ….....

*(Of person authorised to sign on behalf of the Tenderer)*

## C. 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: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently serving or has served within the last 12 months as any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

**If any of the above boxes are marked, disclose the following:**

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---|---|---|---|
| | | Current | Within last 12 months |
| | | | |
| | | | |

| | | | |
|---|---|---|---|
| | | | |

*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently serving or has served within the last 12 months as any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

| **Name of spouse, child or parent** | **Name of institution, public office, board or organ of state and position held** | **Status of service (tick appropriate column)** | |
|---|---|---|---|
| | | **current** | **Within last 12 months** |
| | | | |
| | | | |
| | | | |

*insert separate page if necessary

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

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, 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;

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITATION AND UPGRADING OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

Signed ..... Date .....

Name ..... Position .....

*Enterprise name* .....

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITATION AND UPGRADING OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

## D.
## 3. AUTHORITY TO SIGN

- **SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON**

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

| | | | |
|---|---|---|---|
| SIGNATURE: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |

**2 COMPANIES AND CLOSE CORPORATIONS**

2.5 **If a Bidder is a COMPANY**, **a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid,** that is, before the closing time and date of the bid

2.6 In the case of a **CLOSE CORPORATION (CC**) submitting a bid**, a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid.**

**PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC**

| | |
|---|---|
| **Date Resolution was taken** | |
| **Resolution signed by (name and surname)** | |
| **Capacity** | |
| **Name and surname of delegated Authorised Signatory** | |
| **Capacity** | |
| **Specimen Signature** | |

| **Full name and surname of ALL Director(s) / Member (s)** | | | | | |
|---|---|---|---|---|---|
| 1. | | 2. | | | |
| 3. | | 4. | | | |
| 5. | | 6. | | | |
| 7. | | 8. | | | |
| 9. | | 10. | | | |
| **Is a CERTIFIED COPY of the resolution attached?** | | **YES** | | **NO** | |

| | | | |
|---|---|---|---|
| SIGNED ON BEHALF OF COMPANY / CC: | | DATE: | |
| PRINT NAME: | | | |

**3. PARTNERSHIP**

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms_____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

| Full name of partner | | | Signature |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| SIGNED ON BEHALF OF PARTNERSHIP: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |

**4 CONSORTIUM**

We, the undersigned consortium partners, hereby authorize_____ _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

_____

The following particulars in respect of each consortium member must be provided and signed by each member:

| Full Name of Consortium Member | Role of Consortium Member | % Participation | Signature |
|---|---|---|---|
| | | | |
| | | | |
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| SIGNED ON BEHALF OF PARTNERSHIP: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |

## E. PLANT AND EQUIPMENT

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

The following are lists of major items of relevant equipment that I / we presently own or lease and will be available for this contract if my / our tender is accepted.

(a) **Details of major Plant and Equipment that is owned by me / us and is immediately available for this contract:**

| **DESCRIPTION** ***(type, size, capacity, etc.)*** | **QUANTITY** | **YEAR OF MANUFACTURE** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

***Attach additional pages if more space is required***

(b) **Details of major Plant and Equipment that will be hired or acquired for this contract if my/ our tender is accepted:**

| **DESCRIPTION** ***(type, size, capacity, etc.)*** | **QUANTITY** | **HOW ACQUIRED** | |
|---|---|---|---|
| | | **HIRE/ BUY** | **SOURCE** |
| | | | |
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***Attach additional pages if more space is required***

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE: .....…….....  DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*

## F. EXPERIENCE OF TENDERER

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

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

| EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER | CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER | NATURE OF WORK | VALUE OF WORK (inclusive of VAT) | DATE COMPLETED OR EXPECTED TO BE COMPLETED |
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***Attach additional pages if more space is required***

SIGNATURE: .....…….. DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*

## G. PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with the requirements of the contract for such appointments.

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of or all of the subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Employer.

| NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS | NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED | PREVIOUS EXPERIENCE WITH SUBCONTRACTOR |
|---|---|---|
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***Attach additional pages if more space is required***

SIGNATURE: .....…….. DATE: ….....

*(of person authorised to sign on behalf of the Tenderer)*

## H. KEY PERSONNEL

### 1. KEY PERSONNEL - MANAGEMENT

The Tenderer must insert in the spaces provided below a list of the key personnel in the Joint Venture to be employed in the construction of the Works together with a resume of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key management personnel to the next page.

***(The compiler to indicate the designations that will be required for the project)***

| DESIGNATION | NAMES | PROJECT TYPE | VALUE OF WORK | YEAR COMPLETED |
|---|---|---|---|---|
| | | | | |

***Attach additional pages if more space is required***

SIGNATURE: .....…….. DATE: ….....

*(of person authorised to sign on behalf of the Tenderer)*

## 2. KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES

Contractors shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the "Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015":

Tenderers' attention is drawn to the required minimum supervisor to worker ratio for this project stated in the Particular Specifications.

The Tenderer must insert in the spaces provided below the relevant details of the personnel to be employed in the construction of the Works possessing the required qualifications in the supervision or management of LIC projects. A copy of the relevant qualification certificate for each such person shall be attached to the next page.

| DESIGNATION | NAME | NAME OF TRAINING INSTITUTION | QUALIFICATION OBTAINED IN THE SUPERVISION OR MANAGEMENT OF LIC PROJECTS | YEAR QUALIFICATION OBTAINED |
|---|---|---|---|---|
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***Attach additional pages if more space is required***

SIGNATURE: .....…….. DATE: ….....

*(of person authorised to sign on behalf of the Tenderer)*

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITATION AND UPGRADING OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

**CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT**

***Curriculum Vitae of key management personnel to be attached to this page.***

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITATION AND UPGRADING OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

## I. DEVIATIONS AND QUALIFICATIONS

Should the Tenderer wish to make any deviation from or any qualification to the Special Conditions of Contract, Specifications, Schedule of Quantities, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

| SECTION | PAGE | DEVIATION OR QUALIFICATION, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER |
|---|---|---|
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***Attach additional pages if more space is required***

SIGNATURE: .....……... DATE: ….....

*(of person authorised to sign on behalf of the Tenderer)*

## J. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

**Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.

3. I propose to achieve compliance with the Regulations by one of the following:

   (a) From my own competent resources as detailed in 4(a) hereafter: ..... ***Yes / No**

   (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... ***Yes / No**

   (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ..... ***Yes / No**

   (* = *delete whatever is not applicable*)

4. Details of resources I propose:

   *(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in the OHSA 1993 Construction Regulations 2003, as applicable to this contract)*

   (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

| NAMES OF COMPETENT PERSONS | POSITIONS TO BE FILLED BY COMPETENT PERSONS |
|---|---|
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(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided? .....

(ii) When will training be undertaken? .....

(iii) List the positions to be filled by persons to be trained or hired: .....

.....

.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor: .....

Qualifications or details of competency of the subcontractor: .....

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: ..... DATE: .....….....

*(of person authorised to sign on behalf of the Tenderer)*

## K. PREFERENCING SCHEDULE (DIRECT PREFERENCES)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 & THE CONTRACT FORM – RENDERING OF SERVICES.

MBD 1

MBD 2

MBD 4

MBD 6

MBD 7

MBD 8

MBD 9

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITATION AND UPGRADING OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

# *MBD 1 – MHLONTLO LOCAL MUNICIPALITY*

## PART A
## INVITATION TO BID

| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)** | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | **KMLM/R&R/01-2026-29** | CLOSING DATE: | 21/09/2026 | CLOSING TIME: | 12H00 |
| DESCRIPTION | **APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE CONSTRUCTION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 24 MONTHS.** | | | | |
| **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).** | | | | | |

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

| |
|---|
| **MHLONTLO LOCAL MUNICIPALITY** |
| **98, LG MABINDLA STREEL** |
| **QUMBU** |
| **3180** |
| |

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

***[A B-BBEE STATUS LEVEL CONTRIBUTOR STATUS WILL NOT BE APLICABLE IN THIS TENDER.*** **specific goals shall be applicable in line with our policy a together with** Preferential Procurement Regulations, 2022 Pertaining to the MFMA will apply.

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITATION AND UPGRADING OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

| | | | |
|---|---|---|---|
| 1.1.1.1 **ARE YOU THE ACCREDITED REPRESENTATIVE** IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No<br>[IF YES ENCLOSE PROOF] | 1.1.1.2 **ARE YOU A FOREIGN BASED SUPPLIER FOR** THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No<br>[IF YES, ANSWER PART B:3 ] |
| 1.1.1.3 TOTAL NUMBER OF ITEMS OFFERED | | 1.1.1.4 TOTAL BID PRICE | **R** |
| 1.1.1.5 SIGNATURE OF BIDDER | …… | 1.1.1.6 DATE | |
| 1.1.1.7 CAPACITY UNDER WHICH THIS BID IS SIGNED | …… | | |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:** | | **TECHNICAL INFORMATION MAY BE DIRECTED TO:** | |
|---|---|---|---|
| DEPARTMENT | SCM UNIT | DEPARTMENT | ISD |
| CONTACT PERSON | Mr M Nomsobo | CONTACT PERSON | Ms. X.Y Nqatyelwa |
| TELEPHONE NUMBER | 047 553 7000 | TELEPHONE NUMBER | 047 553 7000 |
| FACSIMILE NUMBER | 047 553 0189 | FACSIMILE NUMBER | 047 553 0189 |
| E-MAIL ADDRESS | mnomsobo@mhlontlolm.gov.za | E-MAIL ADDRESS: ynqatyelwa@mhlontlolm.gov.za | |
| | | | |

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITATION AND UPGRADING OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

# PART B
# TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE:……

**MBD 2**

# TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.

2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)”, must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

# APPLICATION FOR TAX CLEARANCE CERTIFICATE

**(IN RESPECT OF BIDDERS)**

1. Name of taxpayer / bidder: .....

2. Trade name: .....

3. Identification number: | | | | | | | | | | | | | |

4. Company / Close Corporation registration number: | | | | | | | | | |

5. Income tax reference number: | | | | | | | | | | |

6. VAT registration number (if applicable): | | | | | | | | | | |

7. PAYE employer's registration number (if applicable): | | | | | | | | | | |

Signature of contact person requiring Tax Clearance Certificate: .....

Name: .....

Telephone number: Code:…… Number: .....

Address: .....

.....

.....

DATE: 20_____ / _____ / _____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

**MBD 4**

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

   3.1 Full Name of bidder or his or her representative:……

   3.2 Identity Number: ……

   3.3 Position occupied in the Company (director, trustee, shareholder[2]):

   ……

   3.4 Company Registration Number: ……

   3.5 Tax Reference Number: ……..

   3.6 VAT Registration Number: ……..

   3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

   3.8 Are you presently in the service of the state? **YES / NO**

   3.8.1 If yes, furnish particulars…..……

   ……..

[1] MSCM Regulations: "in the service of the state" means to be –
(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? ……**YES / NO**

3.9.1 If yes, furnish particulars……..……..

……

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? …….. …… **YES / NO**

3.10.1 If yes, furnish particulars ……..

……

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?.....**YES / NO**

3.11.1 If yes, furnish particulars……

……

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?.....**YES / NO**

3.12.1 If yes, furnish particulars…….

……

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?.....**YES / NO**

3.13.1 If yes, furnish particulars……...

……

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars……..

……..

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

| **Full Name** | **Identity Number** | **State Employee Number** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

…… ……

**Signature** **Date**

…….. ……

**Capacity** **Name of Bidder**

**MBD 5**

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

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

| | | |
|---|---|---|
| 1 | Are you by law required to prepare annual financial statements for auditing? | ***YES / NO** |
| 1.1 | If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.<br><br>……<br><br>…… | |
| 2 | Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? | ***YES / NO** |
| 2.1 | If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. | |
| 2.2 | If yes, provide particulars.<br><br>……<br><br>……..<br><br>…….<br><br>…….. | |

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars

……..

……

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

……..

……..

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME**) ……

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

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

……..

Signature

……..

Date

…….....

Position

……

Name of Bidder

**MBD 6.1**

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

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

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

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## 1. GENERAL CONDITIONS

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

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

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

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

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|---|
| **PRICE** | 80 |
| **SPECIFIC GOALS** | 20 |
| **Total points for Price and SPECIFIC GOALS** | **100** |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

*(c)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20** **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

## 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20** **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

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

The 80/20 preference system will be used as per SCM policy, where 80 points will be for price and 20 for Specific Goals:

| Specific Goals | Means of verification: NB: 100% ownership in order to claim full points | Points allocation |
|---|---|---|
| **HDI -Equity ownership** | the municipality is going to use RACE OR NATIONALITY as means of verification and thus prospective service providers will be required to provide a copy of **ID COPY** as a proof in order to claim points for specific goals | 10 |
| **Youth-Enterprise 18-35 years (MLM)** | the municipality is going to use AGE as means of verification and thus prospective service providers will be required to provide a copy of **ID COPY AND CSD** as a proof in order to claim points for specific goals | 2 |
| **Women-Equity ownership** | the municipality is going to use GENDER OR SEX as means of verification and thus prospective service providers will be required to provide a copy of **ID COPY, CK and CSD** as a proof in order to claim points for specific goals | 2 |
| **Disability-Equity ownership** | the municipality is going to use MEDICAL CERTIFICATE as means of verification and thus prospective service providers will be required to provide a copy **of MEDICAL CERTIFICATE** and **CSD** as a proof in order to claim points for specific goals | 2 |
| **Rural Enterprise** | the municipality is going to use PROOF OF RESIDENCE FROM TRADITIONAL LEADER OR WARD COUNCILLOR OR as means of verification and thus prospective service providers will be required to provide a copy of **PROOF OF RESIDENCE AND CSD** as a proof in order to claim points for specific goals | 2 |
| **Military veterans** | the municipality is going to use **Stamped Confirmation letter** from Office of Military Veterans as means of verification and thus prospective service providers will be required to provide a copy of **ID COPY AND CSD** as a proof in order to claim points for specific goals | 2 |

## DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME**: .....
**DATE:** .....

**ADDRESS**: .....

.....

.....

MBD 6.2

# DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

## 1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and Specific Goals.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1- x / y] *100$$

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.**

1.6. A bid may be disqualified if –

(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 2. Definitions

2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"**means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

**3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

| Description of services, works or goods | Stipulated minimum threshold |
|---|---|
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |

4. Does any portion of the services, works or goods offered have any imported content?
(***Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za.**

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| **Currency** | **Rates of exchange** |
|---|---|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(***Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

5.1. If yes, provide the following particulars:
(a) Full name of auditor: ……
(b) Practice number: ……..
(c) Telephone and cell number: …….
(d) Email address: ……..

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

## LOCAL CONTENT DECLARATION
## (REFER TO ANNEX B OF SATS 1286:2011)

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY**: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),
do hereby declare, in my capacity as ..... ……..
of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
(ii) the declaration templates have been audited and certified to be correct.

(c)The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

| | |
|---|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** _____ **DATE:** _____

**WITNESS No. 1** _____ **DATE:** _____

**WITNESS No. 2** _____ **DATE:** _____

## APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS

SATS 1286.2011

# Annex C

## Local Content Declaration - Summary Schedule

| | | | | | | |
|---|---|---|---|---|---|---|
| *(C1)* | **Tender No.** | | | | | **Note:** VAT to be excluded from all calculations |
| *(C2)* | **Tender description:** | | | | | |
| *(C3)* | **Designated product(s)** | | | | | |
| *(C4)* | **Tender Authority:** | | | | | |
| *(C5)* | **Tendering Entity name:** | | | | | |
| *(C6)* | **Tender Exchange Rate:** | Pula | | EU | | GBP |
| *(C7)* | **Specified local content %** | | | | | |

| | | Calculation of local content | | | | | | Tender summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Tender item no's** | **List of items** | **Tender price - each (excl VAT)** | **Exempted imported value** | **Tender value net of exempted imported content** | **Imported value** | **Local value** | **Local content % (per item)** | **Tender Qty** | **Total tender value** | **Total exempted imported content** | **Total Imported content** |
| *(C8)* | *(C9)* | *(C10)* | *(C11)* | *(C12)* | *(C13)* | *(C14)* | *(C15)* | *(C16)* | *(C17)* | *(C18)* | *(C19)* |
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|---|---|---|
| | *(C20)* **Total tender value** | **R 0** |
| | *(C21)* **Total Exempt imported content** | **R 0** |
| | *(C22) Total* **Tender value net of exempt imported content** | **R 0** |
| | *(C23)* **Total Imported content** | **R 0** |
| | *(C24)* **Total local content** | **R 0** |
| | *(C25)* **Average local content % of tender** | |

**Signature of tenderer from Annex B**

Date:

## APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS

SATS 1286.2011

# Annex D

## Imported Content Declaration - Supporting Schedule to Annex C

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *(D1)* | **Tender No.** | | | | | **Note:** VAT to be excluded from all calculations | |
| *(D2)* | **Tender description:** | | | | | | |
| *(D3)* | **Designated Products:** | | | | | | |
| *(D4)* | **Tender Authority:** | | | | | | |
| *(D5)* | **Tendering Entity name:** | | | | | | |
| *(D6)* | **Tender Exchange Rate:** | Pula | | EU | R 9,00 | GBP | R 12,00 |

### A. Exempted imported content

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Exempted imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D7)* | *(D8)* | *(D9)* | *(D10)* | *(D11)* | *(D12)* | *(D13)* | *(D14)* | *(D15)* | *(D16)* | *(D17)* | *(D18)* |
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***(D19)*** **Total exempt imported value** R 0

**This total must correspond with Annex C - C 21**

### B. Imported directly by the Tenderer

| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Tender Qty | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D20)* | *(D21)* | *(D22)* | *(D23)* | *(D24)* | *(D25)* | *(D26)* | *(D27)* | *(D28)* | *(D29)* | *(D30)* | *(D31)* |
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***(D32)*** **Total imported value by tenderer** R 0

### C. Imported by a 3rd party and supplied to the Tenderer

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Calculation of imported content: Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Summary: Quantity imported | Total imported value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *(D33)* | *(D34)* | *(D35)* | *(D36)* | *(D37)* | *(D38)* | *(D39)* | *(D40)* | *(D41)* | *(D42)* | *(D43)* | *(D44)* |
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***(D45)*** **Total imported value by 3rd party** R 0

### D. Other foreign currency payments

| Type of payment | Local supplier making the payment | Overseas beneficiary | Calculation of foreign currency payments: Foreign currency value paid | Tender Rate of Exchange | Summary of payments: Local value of payments |
|---|---|---|---|---|---|
| *(D46)* | *(D47)* | *(D48)* | *(D49)* | *(D50)* | *(D51)* |
| | | | | | |
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***(D52)*** **Total of foreign currency payments declared by tenderer and/or 3rd party**

**Signature of tenderer from Annex B**

***(D53)*** **Total of imported content & foreign currency payments - *(D32), (D45) & (D52)* above** R 0

**This total must correspond with Annex C - C 23**

Date:

**SATS 1286.2011**

# Annex E

## Local Content Declaration - Supporting Schedule to Annex C

| | | |
|---|---|---|
| *(E1)* | **Tender No.** | |
| *(E2)* | **Tender description:** | |
| *(E3)* | **Designated products:** | |
| *(E4)* | **Tender Authority:** | |
| *(E5)* | **Tendering Entity name:** | |

**Note:** **VAT to be excluded from all calculations**

| **Local Products (Goods, Services and Works)** | **Description of items purchased** | **Local suppliers** | **Value** |
|---|---|---|---|
| | *(E6)* | *(E7)* | *(E8)* |
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| | ***(E9)* Total local products (Goods, Services and Works)** | | R 0 |

| | | | |
|---|---|---|---|
| *(E10)* | **Manpower costs** | ( Tenderer's manpower cost) | R 0 |
| *(E11)* | **Factory overheads** | (Rental, depreciation & amortisation, utility costs, consumables etc.) | R 0 |
| *(E12)* | **Administration overheads and mark-up** | (Marketing, insurance, financing, interest etc.) | R 0 |

***(E13)* Total local content** R 0

**This total must correspond with Annex C - C24**

**Signature of tenderer from Annex B**

Date:

# CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

## PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)…….…… in accordance with the requirements and specifications stipulated in bid number…….…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1. ……

2. ……

**MBD 7.1**

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

## PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as……..….. accept your bid under reference number ……dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | RAND | DELIVERY PERIOD | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|---|---|---|---|---|---|
| | | | | | |

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

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

3. ……

4. …….

DATE ……

**MBD 8**

# DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

| Item | Question | Yes | No |
|---|---|---|---|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).<br>**The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.** | Yes ☐ | No ☐ |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br>**The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.** | Yes ☐ | No ☐ |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes ☐ | No ☐ |
| 4.3.1 | If so, furnish particulars: | | |
| **Item** | **Question** | **Yes** | **No** |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes ☐ | No ☐ |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes ☐ | No ☐ |
| 4.7.1 | If so, furnish particulars: | | |

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

b. been convicted for fraud or corruption during the past five years;

c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

**4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

## CERTIFICATION

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

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

| | |
|---|---|
| **……...** | **……..** |
| **Signature** | **Date** |
| **…….** | **……..** |
| **Position** | **Name of Bidder** |

**MBD 9**

# CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**MBD 9**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____
(Bid Number and Description)

in response to the invitation for the bid made by:

_____
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

_____that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

…… ……

Signature Date

…… ……

Position Name of Bidder

# 1.2 C1: AGREEMENTS AND CONTRACT DATA

## C1.1 FORM OF OFFER AND ACCEPTANCE (Not Applicable)

### A. OFFER

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

**CONTRACT No. 38/2025**

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

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

**The offered total of the prices inclusive of Value Added Tax is:**

Amount in Words.....

……..…

…….

**R.....** (*in figures*)

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

**Signature:** *(of person authorised to sign the tender)*: .....

**Name:** (*of signatory in capitals)*: .....

**Capacity:** (*of Signatory*): .....

**Name of Tenderer:** (*organisation*): .....

Address: ……..

.....

Telephone number: …… Fax number: .....

**Witness:**

**Signature:** .....

**Name:** *(in capitals):* .....

**Date:** .....

***[Failure of a Tenderer to sign this form will invalidate the tender]***

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

## B. ACCEPTANCE (Not Applicable) _

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

The terms of the contract are contained in

| | |
|---|---|
| Part 1 | Agreements and Contract Data (which includes this Agreement) |
| Part 2 | Pricing Data, including the Schedule of Quantities |
| Part 3 | Scope of Work |
| Part 4 | Site Information |

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2010 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

**Signature:** .....

**Name:** *(in capitals)* .....

**Capacity:** .....

**Name of Employer** *(organisation)* .....

Address: ..... ..... .....

.....

**Witness: Signature:** ..... Name: .....

**Date:** .....

## C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

**1. Subject:** .....

**Details:** .....

.....

**2. Subject:** .....

**Details:** .....

.....

**3. Subject:** .....

**Details:** .....

.....

**4. Subject:** .....

**Details:** .....

.....

**5. Subject:** .....

**Details:** .....

.....

**6. Subject:** .....

**Details:** .....

.....

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

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

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

**FOR THE TENDERER:**

**Signature:** .....

**Name:** ..... .....

**Capacity:** .... .....

**Tenderer:** *(Name and address of organisation)* .....

.....

**Witness:**

**Signature:** .....

**Name:** .....

**Date**: .....

**FOR THE EMPLOYER**

**Signature:** .....

**Name:** ..... .....

**Capacity:** .... .....

**Employer:** *(Name and address of organisation)* .....

.....

**Witness:**

**Signature:** .....

**Name:** .....

**Date:** .. .....

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

## C1.2.1 CONDITIONS OF CONTRACT

### C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works - New Edition 2010", issued by the South African Institution of Civil Engineering (abbreviated title: "General Conditions of Contract 2010").

It is agreed that the only variations from the General Conditions of Contract 2010 are those set out hereafter under "Special Conditions of Contract".

### C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

#### C1.2.1.2.1 GENERAL

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

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2010, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract 2010, and an appropriate heading.

#### C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2010

SCC 1.1.4. reads "The Commencement date shall be the date of the Site Handover Meeting".

#### SCC 4.1.1 Extent of Contractor's obligations

*Add the following new paragraphs to the end of Clause 4.1.1:*

"If the Contractor fails to achieve the monetary value of the target set by the Employer for local labour content in terms of the Requirements of the Expanded Public Works Programme (EPWP) in the Particular Specifications, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.

**Please note that it is the responsibility of the bidder to go on site and determine the site conditions.**

## C1.2.2: CONTRACT DATA (Applicable to this contract)

### PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

| REFERENCE | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER |
|---|---|
| Clause 1.1.14: | **Name of Employer:** KUMKANI MHLONTLO LOCAL MUNICIPALITY |
| Clause 1.2.2: | **Address of Employer:**<br><br>Telephone No: (047) 555 5037 Fax No: 047 555 0202 |
| Clause 1.1.15:<br><br>Clause 1.2.2: | **Name of Engineer:** KUMKANI MHLONTLO LOCAL MUNICIPALITY<br><br>**Address of Engineer:**<br><br>Physical:<br>Kumkani Mhlontlo LM<br>96 LG Mabindla<br>Qumbu<br>5180<br><br>E-Mail:zpetse@mhlontlolm.gov.za<br>Telephone No: (047) 553 7000 Fax No: 047 553 0189 |
| Clause 1.6 & 38.1: | Special non-working days are Sundays, the construction industry year end break and the following statutory public holidays as declared by National Government:<br><br>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill. |
| Clause 1.6: | The construction industry year end break commences on the first working day after **15 December** and ends on the first working day after 1**5 January** of the next year. |
| | **CONTRACTOR'S GENERAL OBLIGATIONS** |
| Clauses 4.1.1 and SCC 4.1.1 | The penalty for failing to achieve the monetary value of the target set by the Employer for local labour content in terms of Part F: Requirements of the Expanded Public Works Programme (EPWP) of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value. |
| Clause 7.1: | The time to deliver the Guarantee is within 14 days of the Commencement Date. |

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

| REFERENCE | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER |
|---|---|
| | The Liability of the Guarantee shall be for 10% of the Accepted Contract Price up to the Certificate of Completion, and thereafter the liability shall be reduced to 5% of the accepted contract price up to the issue of the Final Approval Certificate. |
| Clause 10.1: | The Contractor shall commence executing the Works within 14 days of the Commencement Date. |
| Clause 12.2: | The Contractor shall deliver his programme of work within 7 days of the Commencement Date. |
| Clause 35.1 | Insurance to be affected by the Contractor. |
| Clause 35.1.1.2.2: | The value of materials supplied by the Employer to be included in the insurance sum is Nil. |
| Clause 35.1.2: | Special Risks Insurance issued by SASRIA is required. |
| Clause 35.1.3: | The limit of indemnity for liability insurance is R2 000 000,00 (two million rands only) for any single liability claim. Liability insurance shall include spread of fire risk. |
| Clause 37.2.2.3: | The percentage allowance to cover overhead charges is 10%. |
| Clause 42.1: | The Works shall be completed as set out in the Scope of Works:<br>• In 36 **Months** including special non-working days |
| Clause 43.1: | The penalty for failing to complete the whole of the Works is R1 500.00 (one thousand five hundred rands only) of the total Contract Price per day. |
| Clause 46.2: | The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule:<br><br>**Note**: There will be no Contract Price Adjustment under this contract: The contract will be fixed no escalation will be added.<br>Bidders should allow their escalation within their tendering rates. |
| Clause 46.3: | Price adjustments for variations in the cost of special materials are allowed. |
| Clause 49.1.5: | The percentage limit on materials not yet built into the Permanent Works is 80%. |
| Clause 49.3: | The percentage retention on the amounts due to the Contractor is 10% to which 5% will be paid during practical completion |
| Clause 53.1: | The Defects Liability Period is 6 **months** from the date of the Certificate of Completion. |
| Clause 58.2: | Dispute Resolution shall be by Mediation. |

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

(a) **C1.2.2: CONTRACT DATA**

**PART B: DATA PROVIDED BY THE CONTRACTOR**

The following contract specific data are applicable to this contract.

| REFERENCE | CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR |
|---|---|
| Clause 1.1.8: | **Name of the Contractor**: …… |
| | …….. |
| Clause 1.2.2: | **Address of the Contractor**: |
| | Physical: Postal: |
| | ..... ..... |
| | ..... ..... |
| | ..... ..... |
| | ..... ..... |

(b) **C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between The NYANDENI LOCAL MUNICIPALITY.
(hereinafter called the EMPLOYER) of the one part, herein represented by:

..... .....

in his capacity as.....;

AND: ..... .....

(hereinafter called the CONTRACTOR) of the other part, herein represented by.....

..... .....

in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

**CONTRACT No.:**
**for the construction, completion and maintenance of the works;**

**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **CONTRACTOR**

on this the …… day of ……..……..…… 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

Thus signed at .....for and on behalf of the **EMPLOYER** on this

the ……... day of ……..…… 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

# C2: PRICING DATA

## C2.1 PRICING INSTRUCTIONS

### 1. 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.

### 2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the COLTO 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 COLTO 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 COLTO 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.

### 3. 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 COLTO Standard Specifications sub-clause 1201(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.

## 4. 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 45 of the General Conditions of Contract 2010. 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.

## 5. 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 sub-clause 1201(b) of the COLTO 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 sub-clause 1201(f) of the COLTO 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.

## 6. 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.

## 7. INTERIM PAYMENTS

Unless otherwise specified, monthly payments , referred to in Clause 52 of the General Conditions of Contract 2010, 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 nett 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.

## 8. 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 = metre
km = kilometre
km-pass = kilometre-pass m2
m3-km = cubic metre-kilometre
l = litre
kl = kilolitre
kg = kilogram
Prov sum= provisional sum kPa = kilopascal
MPa = megapascal
MN = meganewton
m2-pass ha
m3 kW

## 9. 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) Time-related obligations

exceeds a maximum of 12% of the Tender Offer (excluding contingencies, escalation and VAT).

(ii) The rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest 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.

## 10. ITEMS SCHEDULED FOR CONSTRUCTION USING LABOUR-INTENSIVE METHODS

Those parts of the Works to be constructed using labour-intensive methods are marked in the Schedule of Quantities with the letters LI, either in a separate column or as a prefix or suffix against every item so designated. The Works or parts of the Works so designated are to be constructed using labour-intensive methods only, unless otherwise specified in the Scope of Work.

The items marked with the letters LI include:

(a) Items in the COLTO Standard Specifications that would normally be carried out using labour-intensive construction methods.

(b) Items in the COLTO Standard Specifications that would normally be carried out using plant but which have been modified specifically so as to require the use of labour-intensive construction methods instead of plant for some or all of the work components of the item.

(c) New items that have been written for this contract specifically requiring the use of labour-intensive construction methods rather than plant for some or all of the work components of the item.

The items marked with the letters LI are not necessarily an exhaustive list of all the activities which could be carried out using labour-intensive methods. Where a minimum percentage for local labour content is specified, additional activities may need to be identified to be carried out using labour-intensive methods rather than plant in order to meet such target.

# C2.2. SCHEDULE OF QUANTITIES

**PROJECT NAME:** **REHABILITATION OF RURAL ROADS**

| Item Numer | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **1200** | **GENERAL REQUIREMENTS AND PROVISIONS** | | | | |
| B12.01 | **Community Liaison Officer:** | | | | |
| | (a) Wages plus expenses incurred by CLO | Prov Sum | 1 | R 5 000,00 | R 5 000,00 |
| | (b) Payment of expenses/disbursements for CLO | Prov Sum | 1 | R 500,00 | R 500,00 |
| | (d) Handling cost and profit in respect of subitem B12.01(a) and (b) above | % | 5500 | | |
| B12.02 | Project Steering Committee( PSC) meetings | | | | |
| | (a) Payment of expenses/disbursements to PSC members for attendance of meetings | Prov Sum | 1 | R 350,00 | |
| B12.03 | **a) Relocation & Protection of existing services** | Prov Sum | 1 | | |
| | b) Handling cost and profit in respect of subitem B12.03(a) | % | 10 | | |
| B12.04 | **Contract Nameboard** | | | | |
| | Install and maintain (one ) Construction Name board | No | 1 | | |
| **Total Carried Forward To Summary** | | | | | |

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

| Item Numer | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **1300** | **CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS** | | | | |
| 13.01 | **Contractor's general obligations** | | | | |
| | (a) Fixed obligations | L/sum | 1 | | |
| | (b) Value-related obligations | L/sum | 1 | | |
| | (c) Time-related obligations | month | 1 | | |
| | **OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS (See Scope of Work C3.4)** | | | | |
| B13.02 | (a) Preparation of Contractor's Health and Safety Plan/File. | L/sum | 1 | | |
| | (b) Contractor's initial obligations in respect of the Occupational Health and Safety and Construction Regulations | L/sum | 1 | | |
| | (c ) Contractor's time related obligations in respect of the Occupational Health and Safety and Construction Regulations | month | 1 | | |
| | ( d) Provision of full time Construction Health and Safety Representative | month | 1 | | |
| | (e) Provision for Personal Protective Equipment & Protective Clothing | L/sum | 1 | | |
| B13.06 | **ENVIRONMENTAL MANAGEMENT** | | | | |
| | a) Provision for environmental compliance & monitoring | PC Sum | 1 | | |
| | b) Handling cost and profit in respect of subitem B13.06(a) | % | 10 | | |
| **Total Carried Forward To Summary** | | | | | |

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

| Item Numer | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **1500** | **ACCOMMODATION OF TRAFFIC** | | | | |
| 15.01 | **Accommodation of traffic and maintenance** | | | | |
| | (a) Accommodating traffic and maintaining deviations | km | 1 | | |
| 15.02 | **Earthworks for temporary deviations** | | | | |
| | (a) Shaping of temporary deviations | km | 1 | | |
| | (b) Cut and borrow to fill | m³ | 1 | | |
| | (c) Cut to spoil | m³ | 1 | | |
| 15.03 | **Temporary traffic control facilities** | | | | |
| | (a) Flagmen | | | | |
| | (i) Flagmen in accordance with SARTSM. Vol 2. Chapter 13 | L/sum | 1 | | |
| | (b) Portable STOP and GO-RY signs | No | 4 | | |
| | (e) Road signs. R- and TR-series (600mm) | No | 2 | | |
| | (f) Road signs. TW-series (600mm) | No | 2 | | |
| 15.04 | **Relocation of traffic-control facilities** | | | | |
| | (a) Relocation of traffic-control facilities | L/sum | 1 | | |
| | (b) Contractor's handling charges and profit on sub-item 15.04(a) | % | | | |
| **Total Carried Forward To Summary** | | | | | |

| Item | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **1600** | **OVERHAUL** | | | | |
| 16.02 | Overhaul on material hauled in excess of 1.0km (ordinary overhaul) (Items 33.01. 33.04 & 33.07) | m³-km | 1 | | |
| **Total Carried Forward To Summary** | | | | | |

## APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS

| Item | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **1700** | **CLEARING AND GRUBBING** | | | | |
| 17.01 | **Clearing and grubbing** | ha | 1,00 | | |
| 17.02 | **Removal and grubbing of large trees and tree stumps.** | | | | |
| | Girth exceeding 0.5m up to and including 1m | No | 1 | | |
| | Girth exceeding 1m up to and including 2m | No | 1 | | |
| **Total Carried Forward To Summary** | | | | | |

## APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **1800** | **DAYWORKS** | | | | |
| 18.01 | Personnel during normal working hours: | | | | |
| | (a) Unskilled labour | H | 1 | | |
| | (b) Semi-skilled labour | H | 1 | | |
| | (c) Skilled labour | H | 1 | | |
| | (d) Ganger | H | 1 | | |
| | (e) Flagmen | H | 1 | | |
| 18.03 | Plant | | | | |
| | (a) Grader (CAT 140G or similar approved) | H | 1 | | |
| | (b ) Dozer (CAT D7 or similar approved) | H | 1 | | |
| | (c) Dozer (CAT D9 or similar approved) | H | 1 | | |
| | (d) Wheel Excavator (CAT 215 or similar approved) | H | 1 | | |
| | (e) Track Excavator (CAT 225 or similar approved) | H | 1 | | |
| | (f) Track Excavator (CAT 235 or similar approved) | H | 1 | | |
| | (g) Vibratory Roller (Bomag 212 or similar approved) | H | 1 | | |
| | (h) Pedestrian Roller (Bomag BW 90 or similar approved) | H | 1 | | |
| | (i) Water truck (5000 litres) | H | 1 | | |
| | (j) Safety vehicle for premarking purposes | H | 0 | | |
| | (k) Tipper truck 10.0m³ | H | 1 | | |
| | (l) Tipper truck. 6.0m³ | H | 1 | | |
| | (m) Backhoe TLB type (CAT 428 or equivalent) | H | 1 | | |
| | (n) Dewatering pump including generators and accessories (50mm pump. 600 litres per minute) | H | 1 | | |
| | (o) Compressor (air) including hoses and tools (7m³/minutes mass approximately 150cpm) | H | 1 | | |
| 18.05 | Transport | | | | |
| | (a) LDV | Km | 1 | | |
| | (b) Flatbed truck | Km | 1 | | |
| | (c) Lowbed horse and trailer | Km | 1 | | |
| **Total Carried Forward** | | | | | |

| Item | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **2100** | **DRAINS** | | | | |
| | | | | | |
| B21.01 | **Excavation for open drains:** | | | | |
| | | | | | |
| | (a) Excavating soft material situated within the following depth | | | | |
| | | | | | |
| | (i) 0m up to 1.5m | m³ | 1 | | |
| | | | | | |
| | (b) Extra over subitem 21.01 (a) excavation in hard material,irrespective of depth. | m³ | 1 | | |
| | | | | | |
| B21.20 | Clearing and shaping mitre drains | | | | |
| | | | | | |
| | (a) Existing mitre drains | m | 1 | | |
| | | | | | |
| | (b) Newly constructed mitre drains | m | 1 | | |
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| **Total Carried Forward** | | | | | |

## APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS

| Item | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **2200** | **PREFABRICATED CULVERTS** | | | | |
| 22.01 | **Excavation:** | | | | |
| | (a) Excavating soft material situated within the following depth ranges below the surface level: | | | | |
| | (i) 0m up to 1.5m | $m^3$ | 1 | | |
| | (ii) Exceeding 1.5m and up to 3.0m | $m^3$ | 1 | | |
| | (c) Extra over subitem 22.01 (a) excavation in hard material,irrespective of depth. | $m^3$ | 1 | | |
| 22.02 | **Backfilling:** | | | | |
| | (a) Using the excavated material | $m^3$ | 1 | | |
| | (b) Using imported selected material | $m^3$ | 1 | | |
| 22.03 | **Concrete pipe culverts:** | | | | |
| | (c) On class C bedding: | | | | |
| | (i) 600mm diameter Spigot and Socket Class 100D | m | 1 | | |
| | (ii) 900mm diameter Spigot and Socket Class 100D | m | 1 | | |
| 22.05 | **Portal and rectangular culverts:** | | | | |
| | Rectangular culverts with prefabricated elements: | | | | |
| | (a) Prefabricated portal culverts; wall and roof combination (size | m | 1 | | |
| | (b) Prefabricated portal culverts; wall and roof combination (size | m | 1 | | |
| | (c) Prefabricated portal culverts; wall and roof combination (size 2400mm x 2400mm, Class 75S) | m | 1 | | |
| | (d) Prefabricated portal culverts; wall and roof combination (size 3000mm x 3000mm, Class 75S) | m | 1 | | |
| 22.07 | **Cast in situ concrete and formwork:** | | | | |
| | (a) In class a bedding, screeds and the encasing for pipes, | $m^3$ | 1 | | |
| | (b) In floor slabs for portal or rectangular culverts, including | $m^3$ | 1 | | |
| | (c) In inlet and outlet structures , skewed ends, catchpits, | $m^3$ | 1 | | |
| | (d) Formwork of concrete under subitem 22.07 (c) | $m^2$ | 1 | | |
| 22.10 | **Steel reinforcement:** | | | | |
| | (b) High tensile steel bars | t | 0 | | |
| | (c) Welded steel bars | t | 0 | | |
| 23.12b | Steel reinforcement in concrete pavement(Meshwire ref: 395) | $m^2$ | 1 | | |
| 22.17 | **Manholes, Catchpits, precast inlet and outlet structures** | | | | |
| | (b1) Catchpits at grade catchpit without access lid (as per detail | | | | |
| | (i) 0m up to 1.5m deep. | No | 0 | | Rate Only |
| | (ii) 1.5m up to 3.0m deep. | No | 0 | | Rate Only |
| | (b2) Low point catchpit without access lid (as per detail drawing) | | | | |
| | (i) 0m up to 1.5m deep. | No | 0 | | Rate Only |
| | (ii) 1.5m up to 3.0m deep. | No | 0 | | Rate Only |
| | (c) Headwalls | | | | |
| | (i) Construction of headwalls complete. | No | 0 | | Rate Only |
| **Total Carried Forward To Summary** | | | | | |

| ITEM | | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|---|
| | | **CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS** | | | | |
| **23,01** | | **Concrete kerbing:** | | | | |
| | (a) | Prefabricated kerb, WC 1000mm fig 4 Chanel kerb | m | 1 | | |
| | (b) | Prefabricated barrier kerb, WC 1000 mm fig 14 | m | 1 | | |
| | (c) | Prefabricated barrier kerb, WC 1000mm fig 8C | m | 1 | | |
| | (c) | Transition kerb class 25/19 | m | 1 | | |
| | (d) | 1000mm 200 mm x 150 mm cast in situ class 25/19 kerbing-channelling, | $m^3$ | 1 | | |
| **23,07** | | **Trimming of excavations for concrete-lined open drains:** | | | | |
| | (a) | In soft material | $m^2$ | 1 | | |
| | (b) | In hard material | $m^2$ | 1 | | |
| **B 23.16** | | **Soilcrete backfilling underneath kerbs** | $m^3$ | 1 | | |
| **2300** | | Total for Schedule - Carried forward | | | | |

## APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS

| Item | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **3100** | **BORROW MATERIALS** | | | | |
| 31.01 | Excess overburden (provisional) | $m^3$ | 1 | | |
| 31.03 | Finishing off borrow areas in | | | | |
| | (a) Hard material | Ha | 1,0 | | |
| | (b) intermediate material | Ha | 1,0 | | |
| | (c) Soft material | Ha | 1,0 | | |
| **Total Carried Forward To Summary** | | | | | |

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

| Item | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **3300** | **MASS EARTHWORKS** | | | | |
| 33.01 | **Cut and borrow to fill, including free haul up to 1.0km:** | | | | |
| | (a) Material in compacted layer thickness of 200mm and less: | | | | |
| | (ii) Compacted to 93% of Modified AASHTO density | m³ | 1 | | |
| 33.03 | **Extra over item 33.01 for excavating and breaking down** | | | | |
| | (a) Intermediate excavation | m³ | 1 | | |
| | (b) Hard excavation | m³ | 1 | | |
| | (d) Boulder excavation class A | m³ | 1 | | |
| 33.04 | **Cut to spoil, including free haul up to 1.0 km. Material obtained from:** | | | | |
| | (a) Soft excavation | m³ | 1 | | |
| | (b) Intermediate excavation | m³ | 1 | | |
| | (c) Hard excavation | m³ | 1 | | |
| | (e) Boulder excavation class A | m³ | 1 | | |
| 33.08 | **Widening of cuts (extra over items 33.01 and 33.04)** | | | | |
| | (a) In hard material | m³ | 1 | | |
| | (c) In all other materials | m³ | 1 | | |
| 33.10 | **Roadbed preparation and the compaction of material** | | | | |
| | (a) Rip in-situ roadbed to 150mm, remove oversize material shape to 3% camber and compact to 93% Modified AASTHO | m³ | 1 | | |
| 33.13 | **Finishing-off cut and fill slopes, medians and interchange** | | | | |
| | (a) Cut slopes | m² | 1 | | |
| | (b) Fill slopes | m² | 1 | | |
| **Total Carried Forward To Summary** | | | | | |

| Item | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **3400** | **PAVEMENT LAYERS OF GRAVEL MATERIAL** | | | | |
| 34.01 | **Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0 km:** | | | | |
| | (h) Gravel wearing course compacted to: | | | | |
| | (ii) 95% of modified AASHTO density for a compacted layer thickness of 200 mm | $m^3$ | 1 | | |
| **Total Carried Forward To Summary** | | | | | |

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

| Item Numer | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| 35.02 | **STABIZATION** | | | | |
| | | | | | |
| 35,02 | **Chemical stabilizing** | | | | |
| | | | | | |
| | (a) Ordinary Portlant Cement | t | 1 | | |
| | | | | | |
| | | | | | |
| | | |

| Item | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **5100** | **PITCHING, STONEWORK AND PROTECTION AGAINST EROSION** | | | | |
| 51.01 | **Stone pitching:** | | | | |
| | (b) Grouted stone pitching | m² | 1 | | |
| 51.03 | **Stone Masonary Walls** | | | | |
| | (b) Cement mortared stone walls | m² | 0 | | Rate Only |
| **Total Carried Forward To Summary** | | | | | |

| Item | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **5200** | **GABIONS** | | | | |
| 52.01 | **Foundation trench excavation and backfilling:** | | | | |
| | (a) In solid rock (material which requires blasting) | m³ | 1 | | |
| | (b) In other classes of material | m³ | 1 | | |
| 52.02 | **Surface preparation for bedding the gabions:** | m² | 1 | | |
| 52.03 | **Gabions:** | | | | |
| | (a) Galvanized gabion boxes 2m x 1m x 1m | m³ | 1 | | |
| | (c) Galvanized gabion mattresses 3m x 1m x 0.3m | m³ | 1 | | |
| 52.04 | **Filter fabric, Kaymat U24 or approved equivalent** | m² | 1 | | |
| 52.05 | Dismantle and remove structures | m³ | 1 | | |
| 52.06 | Dismantle, retain stone material for rebuilding gabion structures | m³ | 1 | | |
| **Total Carried Forward To Summary** | | | | | |

## APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS

| Item | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **5600** | **ROAD SIGNS** | | | | |
| 56.01 | **Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borderes in semi matt black or Class I retro-flective material, where the sign board is constructed from:** | | | | |
| | (c) Prepainted galvinised steel plaint (Chromedek 1.2mm thick or approved equivalent): | | | | |
| | (i) Area not exceeding 2m² | m² | 1 | | |
| | (ii) Area exceeding 2m² but not 10m² | m² | 0 | | Rate Only |
| 56.02 | **Extra Over item 56.01 for using:** | | | | |
| | (a) Background of retro-reflective material of: | | | | |
| | (1) Class II | m² | 1 | | |
| | (b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material: | | | | |
| | (1) Class II | m² | 1 | | |
| 56.03 | **Road Sign supports (overhead road sign structures excluded):** | | | | |
| | (b) Timber | | | | |
| | (i) 75-100mm dia, type CCA treated timber. | M | 1 | | |
| | (ii) 100-125mm dia, type CCA treated timber. | M | 1 | | |
| | (3) 150mm dia, type CCA treated timber | M | 0 | | Rate Only |
| 56.05 | **Excavation and backfilling for road sign supports ( not applicable to kilometre posts)** | m³ | 1 | | |
| 56.06 | **Extra over item 56.05 for cement- treated soil backfill.** | m³ | 1 | | |
| 56.07 | **Extra over item 56.05 for rock excavation.** | m³ | 1 | | |
| 56.12 | **Danger plates at culverts and/ or structuctures.** | | | | |
| | (a) Up to 2m² | No | 1 | | |
| **Total Carried Forward To Summary** | | | | | |

SECTION

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | **ROAD MARKINGS** | | | | |
| **57.01** | **Road-marking paint:** | | | | |
| | (a) White lines (broken or unbroken): | | | | |
| | (i) 100 mm wide | km | 1,00 | | |
| | (d) White lettering and symbols | $m^2$ | 1,00 | | |
| **57,04** | **Variations in rate of application:** | | | | |
| | (a) White paint | litre | 1 | | |
| | (b) Yellow paint | litre | 1 | | |
| **57,06** | **Setting out and premarking the lines (excluding traffic-island markings, lettering and symbols)** | km | 1,00 | | |
| | Total for Schedule - Carried forward | | | | |

| Item | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **5900** | **FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS** | | | | |
| 59.01 | Finishing the road and road reserve | | | | |
| | (c) Single carriageway road. | Km | 1,0 | | |
| **Total Carried Forward To Summary** | | | | | |

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| **6100** | **FOUNDATION FOR STRUCTURES** | | | | |
| 61.02 | **Excavation** | | | | |
| | (a) Excavation soft material situated with the following successive depth ranges: | m³ | 1 | | |
| | (b) Extra over sub-item 61.02(a) for excavation in hard material irrespective of depth. | m³ | 1 | | |
| | (c) Extra over sub-item 61.02(a) for additional excavation required by the Engineer after the excavation has been completed. | m³ | 1 | | |
| | (d) Extra over sub-item 61.02(a) for excavation by hand. | m³ | 1 | | |
| 61.03 | **Access and drainage** | | | | |
| | (a) Access | m³ | 1 | | |
| | (b) Drainage where no access has been provided | m³ | 1 | | |
| 61.04 | **Backfill to excavations utilising:** | | | | |
| | (a) Material from the excavation | m³ | 1 | | |
| | (b) Imported material | m³ | 1 | | |
| 61.05 | **Fill within restricted area (extra over item 33.01)** | m³ | 1 | | |
| 61.06 | **Overhaul in excess of 1.0km on excavted material and on material imported for backfill, foundation fill and fill for caissons** | m³.km | 1 | | |
| 61.11 | **Drilling of 30mm dia. Holes, 1m into hard rock at piers** | M | 1 | | |
| 61.12 | **Grouting** | Kg | 1 | | |
| 61.13 | **Dowel Bars** | | | | |
| | (a) Provide and secure in position 1m length high tensile, 20mm dia. steel bars, with an approved grout. | Kg | 1 | | |
| 61.14 | **Foundation lining** | | | | |
| | (a) Polyethyene sheeting 0.150mm thickness | m² | 1 | | |
| **Total Carried Forward To Summary** | | | | | |

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| **6200** | **FALSEWORK, FORMWORK AND CONCRETE FINISH** | | | | |
| 62.02 | **Vertical formwork to provide:** | | | | |
| | (a) Class F1 surface finish to: | | | | |
| | (i) Concealed vertical faces of barrel, earwalls and cur-off beams. | m² | 1 | | |
| | (b) Class F2 surface finish to: | | | | |
| | (i) Exposed vertical faces of barrel, earwalls and upstand beam | m² | 1 | | |
| 62.06 | Formwork to form open joints | m² | 1 | | |
| **TOTAL CARRIED FORWARD TO SUMMARY** | | | | | |

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | | | | | |
| **6300** | **STEEL REINFORCEMENT FOR STRUCTURES** | | | | |
| | | | | | |
| 63.01 | **Steel reinforcement for:** | | | | |
| | | | | | |
| | (a) Barrel including: foundation, upstand beams and deck. | | | | |
| | | | | | |
| | (i) High yield stress bars @ Y12 | T | 1,00 | | |
| | | | | | |
| | (ii) High yield stress bars @ 16 | T | 1,00 | | |
| | | | | | |
| | (iii) Welded steel fabric No. 311 | $m^2$ | 1 | | |
| | | | | | |
| | (b) Earwallls, Apron slab & Cutt-off beams. | | | | |
| | | | | | |
| | (i) High yield stress bars @ Y12 | t | 1,00 | | |
| | | | | | |
| | (ii) High yield stress bars @ 16 | t | 1,00 | | |
| | | | | | |
| | (iii) Welded steel fabric No. 311 | $m^2$ | 1 | | |
| | | | | | |
| | (c) Approach slabs | | | | |
| | | | | | |
| | (i) High yield stress bars @ Y12 | t | 1,00 | | |
| | | | | | |
| | (ii) High yield stress bars @ 16 | t | 1,00 | | |
| | | | | | |
| | (iii) Welded steel fabric No. 311 | $m^2$ | 1 | | |
| **TOTAL CARRIED FORWARD TO SUMMARY** | | | | | |

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | | | | | |
| **6400** | **CONCRETE FOR STRUCTURES** | | | | |
| | | | | | |
| B22.07 | Cast insitu concrete and formwork: | | | | |
| | | | | | |
| | (b) In floor slabs for portal or rectangular culverts, including formwork, joints and class U2 surface finish (Class 30/19) | m³ | 1 | | |
| | | | | | |
| | (c) Formwork of concrete under sub-item 22.07 (c) above (class F1) | m² | 1 | | |
| | | | | | |
| 64,01 | Cast insitu concrete: | | | | |
| | | | | | |
| | (a) Class 30/19 and U2 surface finish in: | | | | |
| | | | | | |
| | (i) Barrel including upstand beams and deck. | m³ | 1 | | |
| | | | | | |
| | (ii) Earwallls, Apron slab & Cutt-off beams. | m³ | 1 | | |
| | | | | | |
| | (iii) Approach slab. | m³ | 1 | | |
| | | | | | |
| | | | | | |
| B22.07 | Cast insitu concrete and formwork: | | | | |
| | | | | | |
| | (f) Deckslab guide blocks (Class 25/19) including formwork and class U2 surface finish. | no. | 1 | | |
| | | | | | |
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| **Total Carried Forward To Summary** | | | | | |

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | | | | | |
| **6600** | **NO-FINES CONCRETE, JOINTS, BEARING, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURES.** | | | | |
| | | | | | |
| 66.06 | Filled joints: | | | | |
| | | | | | |
| | Movement joints as indicated on drawings. | m² | 1 | | |
| | | | | | |
| 66.18 | Numbers for structures: | | | | |
| | | | | | |
| | (c) Numbers formed in concrete | no. | 1 | | |
| | | | | | |
| 66.19 | Drainage pipes and weepholes: | | | | |
| | | | | | |
| | (b) Weep holes: | | | | |
| | | | | | |
| | (i) Type netion size 65mm dia. | M | 1 | | |
| | | | | | |
| | (ii) Type PVC size 12mm dia. | no. | 1 | | |
| | | | | | |
| 66.21 | Synthetic-fibre filter fabric | | | | |
| | | | | | |
| | (a) Geotextile Grade 2 | m² | 1 | | |
| | | | | | |
| | (b) Netlon drainage strips | m² | 1 | | |
| **Total Carried Forward To Summary** | | | | | |

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | | | | | |
| 7100 | CONCRETE PAVEMENTS | | | | |
| | | | | | |
| | | | | | |
| 71,02 | Concrete pavement 250mm thick & 5000mm wide | | | | |
| | excluding textturing and curing | $m^2$ | 1,00 | | |
| | | | | | |
| 71,04 | Texturing and curing the concrete pavement | | | | |
| | | | | | |
| | (a) Burlap-dragged and grooved texture | $m^2$ | 1,00 | | |
| | | | | | |
| | (b) Curing | $m^2$ | 1,00 | | |
| | | | | | |
| 23.12b | Steel reinforcement in concrete pavement(Meshwire ref: 19 | $m^2$ | 1,00 | | |
| | | | | | |
| | | | | | |
| | | |

**APPOINTMENT OF PANEL OF SIX SERVICE PROVIDERS FOR THE REHABILITAION OF GRAVEL ROADS,BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

| Item Numer | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **7300** | **CONCRETE BLOCK PAVING ROADS** | | | | |
| 73,01 | **Concrete Block Paving:** | | | | |
| | (a) Type S-A interlocking paving blocks,80 mm thick, for roadway | m2 | 1 | | |
| 73.02 | **Cast in situ concrete edge and intermediate beams** | m3 | 1 | | |
| **Total Carried Forward To Summary** | | | | | |

Page 1

| Item | Item Description | Unit | Est Qty | Rate | Amount R |
|---|---|---|---|---|---|
| 8100 | TESTING WORKMANSHIP AND MATERIALS | | | | |
| 81.02 | Other special tests requested by the Engineer including acceptance control by an external laboratory | ProvSum | 1 | R 30 000.00 | R 30 000.00 |
| | Total Carried Forward To Summary | | | | |

## TENDER SUMMARY

| Section | Description | Amount R |
|---|---|---|
| 1 | 1200 GENERAL | |
| 2 | 1300 CONTRACTOR'S ESTABLISHMENT | |
| 3 | 1400 HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL | |
| 4 | 1500 ACCOMODATION OF TRAFFIC | |
| 5 | 1600 OVERHAUL | |
| 6 | 1700 CLEARING & GRUBBING | |
| 7 | 1800 DAYWORKS | |
| 8 | 2100 DRAINS | |
| 7 | 2200 PREFABRICATED CULVERTS | |
| 8 | 2300 CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS | |
| 8 | 3100 BORROW MATERIALS | |
| 9 | 3300 MASS EARTHWORKS | |
| 10 | 3400 PAVEMENT LAYERS OF GRAVEL MATERIAL | |
| 11 | 3500 STABILIZATION | |
| 12 | 5100 PITCHING, STONEWORK AND PROTECTION AGAINST EROSION | |
| 13 | 5200 GABIONS | |
| 13 | 5600 ROAD SIGNS | |
| 14 | 5700 ROAD MARKINGS | |
| 15 | 5900 FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS | |
| 16 | 6100 FOUNDATION FOR STRUCTURES | |
| 17 | 6200 FALSEWORK, FORMWORK AND CONCRETE FINISH | |
| 18 | 6300 STEEL REINFORCEMENT FOR STRUCTURES | |
| 19 | 6400 CONCRETE FOR STRUCTURES | |
| 20 | 6600 NO-FINES CONCRETE, JOINTS, BEARING, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND | |
| 21 | 7100 CONCRETE PAVEMENTS | |
| 22 | 7300 CONCRETE BLOCK PAVING FOR ROADS | |
| 20 | 8100 TESTING WORKMANSHIP AND MATERIALS | |
| | NETT TOTAL OF TENDER | |
| | ALLOW 10% FOR CONTINGENCIES | |
| | TOTAL AMOUNT CARRIED FORWARD TO SUMMARY | |
| | ALLOW 15% VAT | |
| | TOTAL AMOUNT CARRIED FORWARD TO SUMMARY | |

Signed on behalf of the Tenderer:.....(Signature)

Date: ……

Tenderer's Name: .....(Company Name)

## CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) -** (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Mhlontlo Local Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

| PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER | MUNICIPAL ACCOUNT NUMBER |
|---|---|
| | |
| | |

**FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:**

| Director / Shareholder / partner | Physical address of the Business | Municipal Account number(s) | Physical residential address of the Director / shareholder / partner | Municipal Account number(s) |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**NB: Please attach certified copy(ies) of ID document(s)**

**If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.**

| | | |
|---|---|---|
| **Signature** | **Position** | **Date** |

**COMMISSIONER OF OATHS**

Signed and sworn to before me at _____,on

this _____day of _____ 20__

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

**COMMISSIONER OF OATHS:-**

Position: _____

Address:

**Apply official stamp of authority on this page:**

## SCHEDULE A –

**CONFIRMATION OF REGISTRATION OF TENDERER ON NATIONAL TREASURY DATABASE**

| TENDERER NAME | NATIONAL TREASURY DATABASE REGISTRATION NUMBER |
|---|---|
| | |

A tenderer who is not registered on the National Treasury Database (CSD) is not precluded from submitting a tender; however such tenderer must be registered on the database prior to the finalisation of the evaluation of the tender in order for its bid to be considered responsive.

It is the responsibility of a tenderer to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

Note:

**TENDERER'S SIGNATURE:** ……

Position:_____

Address:_____

**TERMS OF REFERENCE**

**FOR**

**APPOINTMENT OF PANEL OF THREE SERVICE PROVIDERS FOR THE REHABILITATION OF GRAVEL ROADS, BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

## 1. BACKGROUND

Kumkani Mhlontlo local municipality is one of the fastest growing municipalities in the OR Tambo District Municipality in Eastern Cape province. Along with the vast developments taking place in the area, a number of economic activities have been identified and are in control. These activities include Mining, Construction, Tourism and Agriculture The municipality is also investing on the upgrade and development of electrical supply in order to align with the growing need catalyzed by the current developments.

Thus, Mhlontlo Loacal Municipality is looking for six suitably qualified and experienced service providers for the **REHABILITATION OF GRAVEL ROADS, BRIDGES AND ALL STORMWATER RELATED WORKS FOR A PERIOD OF 36 MONTHS**

## 2. OBJECTIVES

The motivation for the project is social, economic and environmental. The municipality, environment and project communities will benefit economically and socially as follows:

- Improvement in provision of basic services
- Improvement in the living conditions of the beneficiary communities
- Growth in the level of commercial activities by the Community
- Improved access and mobility
- Employment creation during project implementation
- Employment potential due to skills transferred during project implementation

## 3. SCOPE OF WORK WITH CONFORMANCE SPECIFICATION REQUIREMENTS

**3.1. Six Service providers will be appointed for a period of 36 months to render services in refurbishment of infrastructure services as and when needed without guarantee to quantum of works. The employer will open the bidding process on an annual basis to other prospective bidders who will be added to the panel of contractors.**

3.2. The scope of this Contract is the construction of various Gravel Roads (access roads) over a 2 year term, as and when the specific Works Order is issued to the Contractor.

3.3. The Contractor is required to provide all required personnel, materials, equipment and plant required for the construction of gravel roads (access roads) and

associated works as instructed through a Works Order within the Mhlontlo Local Municipality

3.4. The Contractor will furthermore be required to at least subcontract 30% of the Works with local businesses to develop them over the framework period to enable them to rise their CIDB grading.

3.5. Each Work Order will specify its own Works Information with the necessary details applicable for the construction of that Work Package. This will include but not be limited to reporting, invoicing, technical details, drawings, location, Site Information as well as people employment requirements.

- **Successful bidders will be required to undertake the following tasks but not limited to such:**

- Site Establishment
- Site clearance / Clear and grub
- Preparation of road bed and compacted to 90-93% of MDD
- Box cutting and removal of unstable material bring in rock fill as per the design specification.
- Construction of Inlet and outlet structures (Head walls) as per the design specification
- Construction concrete slab as per the design specification.
- Laying of concrete pipes for storm water control as per design specification.
- Stockpiling of GWC Material from approved borrow material
- Tipping of tested GWC material a per design specification
- Construction of Concrete Dish-Drains
- Construction of plain stone pitching on steep sections as the design specification
- Construction of mitre drains
- Refurbishment of bridge structures
- Construction of paved interlocking paving blocks
- Processing of 200 mm suitable GWC Material from approved borrow pit as per design specification and compacted to 95-97% MDD
- Testing of the borrow pit and road layer works (road bed and final layer)
- Skimming and cleaning of road reserve as per instruction of the Engineer / Project Manager
- Rehabilitation of the borrow pit
- Installation of road signs as per design specification
- Compliance to regulations relating to Health and Safety and the Environmental Management Acts
- De-establishment

**For bridges the scope of works will be issued upon implementation of that particular project as per approved designs.**

## 4. PERIOD OF CONTRACT

The contract shall be valid for a period of 36 months,

## 5. ALLOCATION OF PROJECTS

During the period of the contract the successful bidders will be required to produce quote/s for each project no work or allocation of project/s is guaranteed to anyone for the duration of the contract.

### 5.1. DEFAULT AND/OR POOR PERFORMANCE OF THE CONTRACTOR AND TERMINATION OF THE CONTRACT

5.1.1. Should it appear to the Head of the Section/Directorate that the contractor is:

I. Not executing the contract in accordance with the true intent and meaning thereof, or
II. Not performing satisfactorily, or
III. Not performing with accepted industry expertise, or
IV. Refusing or delaying to execute tasks, or
V. Should it be found that any laws or other statutory requirements and/or safety regulations are not being compiled with, or
VI. In the event of any other failure of default by the Contractor

**Then in any such events the Municipality shall be entitled to cancel the contract and employ other persons at the expense of the contractor, to perform and carry out any work with the contractor fails to do with reasonable skill, diligence.**

**KEY COMPETENCES**

All bidders should be registered with active CIDB status, minimum of 4CE or Higher is required.

## 6. REQUIREMENTS

Notes to Prospective Bidders / Compulsory Submissions:
1. Notes to Prospective Bidders: Compulsory submissions (Failure to submit any of the following will result in disqualification)

- Authority to sign section must be signed and completed in full.
- Copies of ID Documents and all submitted certificates must be certified
- The bid will be evaluated according to the preferential procurement model in the Preferential Procurement the bidders' attention is drawn to Form MBD6.1. Must complete in full
- Bidders are required to submit Proposed Project Team, their CV's and qualifications.
- All bidders should complete MBD 1, MBD4, MBD 5, MBD 7, MBD 8, and MBD 9, Ethics Commitment for Suppliers of Mhlontlo Local Municipality. Letter of Good Standing with Compensation Fund (COID). Submit audited or reviewed annual financial statements for 3 years, or for the period since establishment if established during the

last 3 years, if required by law to prepare annual financial statement for auditing for bid number.

- All prospective service providers of goods and services and infrastructure procurement are to be registered on Central Database in order to business with all organs of state in the Republic of South Africa.

Bids received after the published closing date will not be considered and will not be opened

**7. INFORMATION**

The Tenderers attention is drawn to the fact that if the schedules of this specification are not completed, his tender cannot be adjudicated and may be disqualified

**8. Language of the proposal**

Language of the proposal shall be written in English.

**9. Currency**

All proposals shall be quoted in South African rand (R) and likewise, the contract will be awarded in this currency. Proposals in other currencies will automatically be disqualified.

**10. Legal aspects**

It is expected of the Prospective Professional Service Provider to address the identification of corresponding laws and ordinances available for compliance.

**BID ENQUIRES**

Enquiries should be directed to:

1. Ms. X. Y Nqatyelwa on 047 553 7000 email: ynqatyelwa@mhlontlolm.gov.za
2. Mr M Nomsobo on 047 553 7000 email:mnomsobo@mhlontlolm.gov.za

Kumkani Mhlontlo Local Municipality
98 LG Mabindla Street
Qumbu
5180

_____
Ms. Z. Petse
Senior Manager- Infrastructure Services Department