

# GREATER LETABA MUNICIPALITY



**PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS FOR  
PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS TO BE  
APPOINTED ON AN "AS AND WHEN" REQUIRED BASIS FOR THE PERIOD OF  
THREE (03) YEARS**

**TENDER NUMBER: GLM014/2022**

**CIDB GRADING OF 4CE OR HIGHER  
CLOSING DATE: 02 FEBRUARY 2022 @ 12H00**

COMPANY NAME .....	
.....	
TENDER SUM (FIGURES) R .....	
.....	
TENDER SUM (IN WORDS) .....	
.....	
CLIENT: <b>GREATER LETABA MUNICIPALITY</b> 44 Botha Street Modjadjiskloof 0835  Tel:015 309 9246 Fax:015 309 9419 Contact Person: Mr. Malungana M.E Director Technical Services	CONSULTANT: N/A



**EXPANDED PUBLIC WORKS PROGRAMME  
CONTRIBUTING TO A NATION AT WORK**

## THE TENDER

T1	TENDERING PROCEDURES	
T1.1	TENDER NOTICE	WHITE
T1.2	INVITATION TO TENDER	
T1.3	TENDER DATA	PINK
T1.4	FUNCTIONALITY CRITERIA	
T2	RETURNABLE DOCUMENTS	
T2.1	LIST OF RETURNABLE DOCUMENTS	YELLOW
T2.2	RETURNABLE SCHEDULES	
T2.3	OTHER DOCUMENTS REQUIRED ONLY FOR TENDER EVALUATION PURPOSES	

## THE CONTRACT

C1:	AGREEMENT AND CONTRACT DATA	
C1	FORM OF OFFER AND ACCEPTANCE	
C1.2	CONFIRMATION OF RECEIPT	WHITE
C1.3	PERFORMANCE GUARANTEE	
C1.4	AGREEMENT IN TERMS OF SECTION 37(2) OF THE OHS ACT (No. 85 OF 1993)	
C1.5	CONTRACT DATA	
C2	PRICING DATA	
C2.1	PRICING INSTRUCTIONS	YELLOW
C2.2	BILL OF QUANTITIES	
C3:	SCOPE OF WORK	
C3.1	DESCRIPTION OF WORKS	BLUE (BACK TO BACK)
C3.3	CONSTRUCTION	
C3.4	MANAGEMENT	
C4:	SITE INFORMATION	
C4.1	SITE INFORMATION	GREEN

**GREATER LETABA MUNICIPALITY**



**PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS FOR PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS TO BE APPOINTED ON AN “AS AND WHEN” REQUIRED BASIS FOR THE PERIOD OF THREE (03) YEARS**

**PROJECT NO: GLM014/2022**

**THE TENDER**

**PART T1 : TENDER PROCEDURES**

**PART T2 : RETURNABLE DOCUMENTS**



*Contractor*



*Witness 1*



*Employer*



*Witness 1*

**GREATER LETABA MUNICIPALITY**



**PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS FOR PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS TO BE APPOINTED ON AN “AS AND WHEN” REQUIRED BASIS FOR THE PERIOD OF THREE (03) YEARS**

**PROJECT NO: GLM014/2022**

**PART T1: TENDER PROCEDURES**

- T1.1 : TENDER NOTICE & INVITATION TON TENDER**
- T1.2 : TENDER DATA**

*Contractor*

*Witness 1*

*Employer*

*Witness 1*

**TENDER NOTICE**



**GREATER LETABA MUNICIPALITY**

TENDER NO.	PROJECT DESCRIPTION	MINIMUM NUMBER OF WORK OPPORTUNITIES EXPECTED	CIDB GRADING	SITE INSPECTION	CLOSING
<b>GLM014/2022</b>	PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS FOR PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS TO BE APPOINTED ON AN "AS AND WHEN" REQUIRED BASIS FOR THE PERIOD OF THREE (03) YEARS	10	4CE OR HIGHER	N/A	<b>02 FEBRUARY 2022</b>

Tender Documents will be available as from the **07 JANUARY 2022** at the offices of the Greater Letaba Municipality offices, at 44 Botha Street, Modjadjiskloof, 0835 during office hours. Documents may be collected upon a non-refundable cash fee of **R 802.17** per document, only cash or card purchases will be accepted.

Tenders are hereby invited from prequalified only tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders.

There will be no Tender Clarification Meeting.

The Tenderer must complete the Bid Document and attach all Returnable Documents. The Bid Document must be sealed in an envelope stipulating the Project Name & Tender Number (**PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS FOR PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS TO BE APPOINTED ON AN "AS AND WHEN" REQUIRED BASIS FOR THE PERIOD OF THREE (03) YEARS, GLM014/2022**) Bid Documents must be deposited into the Tender Box, Ground Floor, Greater Letaba Municipality, 44 Botha Street, Modjadjiskloof, 0835 at no later than **12H00** on the **02 FEBRUARY 2022**

Prospective Tenderers must be registered with the National Treasury's Central Supplier Database (CSD) and with the Construction Industry Development Board (CIDB). The Bidder must have CIDB Grading of **4CE** or Higher

**N.B:** The evaluation of bids will be conducted in Two Stages. First stage will be the assessment of functionality as follows: Company work experience 30 Points; Financial Capacity 15 Points; Key personnel: 25 points; Plant & Equipment: 30 points;

[ ]  
Contractor

[ ]  
Witness 1

[ ]  
Employer

[ ]  
Witness 1

bidders that obtain a minimum of 70 points will be evaluated further in terms of 80/20 Preference point scoring system, where 80 points will be allocated for price only and 20 points will be allocated based on the B-BBEE status level of contributor.

Bid Documents will be evaluated in terms of the Supply Chain Management Policy of the Greater Letaba Municipality. The lowest tender will not necessarily be accepted or deemed suitable. The Greater Letaba Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed, as well as the right to accept the tender in whole part.

Administration queries may be directed to the Supply Chain Office: Ms P Kgatla – 087 086 7471

Technical Enquiries may be directed to Mr T Mahlobogoane – 087 086 7584

**MANKGABE MF - MUNICIPAL MANAGER**

**GREATER LETABA MUNICIPALITY**



Contractor



Witness 1



Employer



Witness 2

## INVITATION TO BID

## PART A

(MBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GREATER LETABA MUNICIPALITY)					
BID NUMBER:	GLM014/2022	CLOSING DATE:	02 FEBRUARY 2022	CLOSING TIME:	12h00 Midday
DESCRIPTION	PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS FOR PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS TO BE APPOINTED ON AN "AS AND WHEN" REQUIRED BASIS FOR THE PERIOD OF THREE (03) YEARS				
COMPULSORY BRIEFING	N/A				
CIDB	4CE OR HIGHER				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
<b>44 Botha Street</b>					
<b>Modjadjiskloof, 0835</b>					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]		
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R		
5. SIGNATURE OF BIDDER	.....	6. DATE			
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM UNIT	CONTACT PERSON	MAHLOBOGANE MT		
CONTACT PERSON	KGATLA MP	TELEPHONE NUMBER	087 086 7584		
TELEPHONE NUMBER	087 086 7471	FACSIMILE NUMBER	015 309 9419		
FACSIMILE NUMBER	015 309 9419	E-MAIL ADDRESS	terence@glm.gov.za		
E-MAIL ADDRESS	portiak@glm.gov.za				

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Contractor

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Witness 1

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Employer

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Witness 1

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>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.</p>	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>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.</p>	

**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 :.....

*Contractor                      Witness 1                      Employer                      Witness 2*



**TENDER DATA**

The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement -Part 3: Standard Conditions of Tender.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provision of SANS 1084-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

CLAUSE	DATA																																		
2.1	Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule.																																		
2.7	Wherever reference is made in the documentation to contractor it shall also mean service provider																																		
3.1	Employer is: <b>GREATER LETABA MUNICIPALITY</b> <i>The Employer's domicilium citandi et excutandi (permanent physical business address) is:</i> <b>44 Botha Street</b> <b>Modjadjiskloof</b> <b>0835</b>																																		
3.2	<table border="1" style="width: 100%;"> <tr> <td></td> <td>The Tender</td> </tr> <tr> <td style="text-align: center;">T1</td> <td>Tendering Procedures</td> </tr> <tr> <td style="text-align: center;">T 1.1</td> <td>Tender Notice and Invitation to Tender</td> </tr> <tr> <td style="text-align: center;">T1.2</td> <td>Tender data</td> </tr> <tr> <td style="text-align: center;">T2</td> <td>Returnable Documents</td> </tr> <tr> <td style="text-align: center;">T2.1</td> <td>List of returnable documents</td> </tr> <tr> <td style="text-align: center;">T2.2</td> <td>Returnable Schedules for Tender Evaluation Purposes</td> </tr> <tr> <td></td> <td>The Contract</td> </tr> <tr> <td style="text-align: center;">C1</td> <td>Agreements &amp; Contract Data</td> </tr> <tr> <td style="text-align: center;">C1.1</td> <td>Form of Offer &amp; Acceptance</td> </tr> <tr> <td style="text-align: center;">C1.2</td> <td>Contract Data</td> </tr> <tr> <td style="text-align: center;">C1.3</td> <td>Form of Guarantees (n/a)</td> </tr> <tr> <td style="text-align: center;">C2</td> <td>Pricing Data</td> </tr> <tr> <td style="text-align: center;">C2.1</td> <td>Pricing Instructions</td> </tr> <tr> <td style="text-align: center;">C2.2</td> <td>Bill of Quantities</td> </tr> <tr> <td style="text-align: center;">C3</td> <td>Scope of Work</td> </tr> <tr> <td style="text-align: center;">C4</td> <td>Site Information</td> </tr> </table>		The Tender	T1	Tendering Procedures	T 1.1	Tender Notice and Invitation to Tender	T1.2	Tender data	T2	Returnable Documents	T2.1	List of returnable documents	T2.2	Returnable Schedules for Tender Evaluation Purposes		The Contract	C1	Agreements & Contract Data	C1.1	Form of Offer & Acceptance	C1.2	Contract Data	C1.3	Form of Guarantees (n/a)	C2	Pricing Data	C2.1	Pricing Instructions	C2.2	Bill of Quantities	C3	Scope of Work	C4	Site Information
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3.4	The language for communications is English.																																		
3.4	The employer's agent is: <b>N/A</b>																																		
3.5	<p>The tender process may be cancelled if:</p> <p>(a) Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;</p> <p>(b) Funds are no longer available to cover the total envisaged expenditure;</p> <p>(c) No acceptable tender is received; or</p> <p>There is a material irregularity in the tender process</p>																																		
3.6	The competitive selection procedure shall be applied in awarding the tender.																																		

[Signature Box]  
Contractor

[Signature Box]  
Witness

[Signature Box]  
Employer

[Signature Box]  
Witness

4	<p><b>Jurisdiction</b></p> <p>Unless stated otherwise in the Tender Data, each tenderer and the Employer undertake to accept the jurisdiction of the courts of law of the Republic of South Africa.</p>
4.1	<p>Only those tenders who satisfy the following criteria are eligible to submit tender:</p> <ul style="list-style-type: none"> <li>(a) The Contractor submitting the tender is under restrictions or has principals due to corrupt or fraudulent practices;</li> <li>(b) The tenderer does not have the legal capacity to enter into the contract;</li> <li>(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 suspended his business activities, or is subject to legal proceedings in respect of the foregoing;</li> <li>(d) The tenderer does not comply with the legal requirements stated in the Employer's procurement policy;</li> <li>(e) The tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;</li> <li>(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.</li> </ul> <p>Only those tenderers who are registered with the Construction Industry Development Board (CIDB) with a grading equal to <b>4CE</b> or higher, or a combined grading equal to <b>4CE</b> or higher (in the case of a joint venture), as defined in the Regulation (09 August 2004 and 22 JULY 2005), in terms of the CIDB Act No 38 Of 2000, are eligible to submit tender for this contract.</p> <ol style="list-style-type: none"> <li>1. Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for Supervisory and management staff are eligible to submit tender</li> <li>2. The Tender shall, when requested by the Employer to do so, submit the names of all Management and supervisory staff that will be employed to supervise the labour - intensive portion of the work together with satisfactory evidence that such staff member satisfy the eligibility requirements.</li> </ol>
4.6	<p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender, Clause 5.8</p>
4.7	<p>There will be no compulsory clarification meeting.</p>
4.10	<p>Tenderers are required to state the rates and currencies in Rand</p>
4.12	<p>Alternative offers are generally not accepted due to possible manipulation of the tender process and resulting complexity of the evaluation.</p> <p><b>Therefore, the submission of alternative tenders is strongly discouraged.</b></p> <p>The submission of alternative work will be considered as a non-responsive offer. However, a tenderer wishing to submit an alternative offer shall first apply to the employer with full details of the principles of the alternative for confirmation that the Employer's standards and requirements are not comprised or reduced. Such confirmation must have been provided by the Employer in writing at least 5 (five) working days before the date and time of tender closing, or as extended by an addendum sent to all tenderers. The application shall not be submitted later than 7 (seven) working days before the date and time of closing given in Tender Data Clause 4.15</p>
4.13	<p>Parts of each tender communicated on paper shall be submitted as an original, plus zero (0) copies.</p>
4.13.4	<p>The tenderer is required to submit with his tender the following Mandatory documents:</p> <ul style="list-style-type: none"> <li>• Company Registration Documents</li> </ul>

Contractor

Witness 1

Employer

Witness 2

	<ul style="list-style-type: none"> <li>• Certified Copies of Directors Identity Document</li> <li>• Tax Clearance Certificates &amp; SARS TCP Pin</li> <li>• B-BBEE Certificate</li> <li>• Central Supplier Database (CSD) Report</li> <li>• Construction Industry Development Board (CIDB) Grading Certificate <b>4CE</b> or Higher</li> <li>• Workman's Compensation Registration (COIDA) Certificate</li> <li>• Authority of Signatory (Under Company Letter Head)</li> <li>• Municipal Rates &amp; Taxes</li> <li>• Bank Rating Letter</li> <li>• Joint Venture Agreement</li> <li>• Receipt/Proof of Purchase of the Tender Document</li> </ul> <p>In the event of a Joint Venture submitting a tender, both members of the joint venture must submit proof of the aforementioned documents. The combined submission must meet the minimum requirements of the Tender Document</p> <p><b>Important Note:</b></p> <p>Failure to provide the required particulars as per the above listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data</p>
4.13.5	Wherever reference is made in the tender documentation for non-financial proposal it shall also mean technical proposal,
4.13.5	Tenders should be submitted in a sealed envelope indicating the Tender Information and the Delivery Address: Location of Tender Box: <b>Greater Letaba Municipality</b> <b>44 Botha Street</b> <b>Modjadjiskloof</b> <b>0835</b>
4.13.5	A two-envelope procedure is <b>NOT</b> required
4.13.5	Telephonic, telegraphic, telex, facsimile or e-mail tender offers shall <b>NOT</b> be accepted
4.15	The closing time for submission of tender offers is <b>12h00 hours on 02 February 2022.</b>
4.16.1	The tender validity period is 13 Weeks (90 Days)
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: <ul style="list-style-type: none"> <li>(a) withdraws his tender;</li> <li>(b) gives notice of his inability to execute the contract in terms of his tenderer; or</li> <li>(c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9;</li> </ul> <p>Such tenderer shall be barred from tendering on any of the Employer's tenders for a period to be determined by the Employer, but not less than 6 (six) months from a date determined by the Employer. The Employer may fully or partly exempt a tenderer from provisions of this conditions if he is of the opinion that the circumstances justify the exemption.</p>
4.18	Any additional information requested under the clause must be provided within 5 (five) working days of date of request.
4.19	Access shall be provided for inspections and testing by personnel acting on behalf of the Employer

Contractor

Witness 1

Employer

Witness 1

5.1	The Employer shall respond to clarifications received up to 7 (seven) working days before tender closing time.
5.2	The Employer shall issue addenda until 5 (five) working days before tender closing time.
5.4	There will be no public opening of tenders.
5.5	Bidders must score a minimum Functionality Evaluation score of <b>70%</b>
	Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders
	The tenderer must submit to the Employer, 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 eligibility requirements.
5.7	<p>Prior to Disqualification, the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years.</p> <p>In the event of disqualification, the Employer may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and, the Employer shall inform the National Treasury in writing.</p>

Contractor

Witness 1

Employer

Witness 2

**5.8 Arithmetical errors, omissions, discrepancies and imbalanced unit rates**

Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

Check responsive tender offers for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Pricing Schedule or Bills of Quantities; or
- c) arithmetic errors in:
  - i) line-item totals resulting from the product of a unit rate in Bills of Quantities or Schedules of Prices; or
  - ii) the summation of prices;
- d) imbalanced unit rates

Notify shortlisted tenderers of all errors, omissions or re-balancing of imbalanced rates that are identified in their tender offers.

Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:

- a) If Bills of Quantities or Pricing Schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line-item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in unit rate, the line item total as quoted, and the unit rate shall be corrected.
- b) Where there is an error in the total of prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.
- c) Where the unit rates are imbalanced, adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.

Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.

Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.

The tenderer is required to submit balanced unit rates for Rate only items in the Pricing Schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.

Contractor

Witness 1

Employer

Witness 2

5.11 The procedure for the evaluation of responsive tenders is **Method 4**

5.11.5 **METHOD 4: FINANCIAL OFFER, QUALITY & PREFERENCES**

In case of financial offer, quality and preferences;

- a) Score each tender in respect of financial offer made, the preference claimed, if any and the quality offered in accordance with the provisions of 5.11.7 to 5.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any,
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula;

$$T_{EV} = N_{FO} + N_P + N_Q$$

Where:

- $N_{FO}$  is the number of tender evaluation points awarded for financial offer made in accordance with 5.11.7
  - $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with clause 5.11.8
  - $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with clause 5.11.9
- c) rank tender offers from the highest number of tender evaluation points to the lowest, and
  - d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this sub clause shall be repeated.

If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for preference.

If functionality/ quality is part of the evaluation process and two or more tenderer score equal total points and equal preference points, the contract must be awarded to the highest points for functionality/ quality.

If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

5.11.6 Score of financial offers, preferences and quality, as relevant, to be given to two (2) decimal places

5.11.7 **SCORING FINANCIAL OFFERS**

Score the financial offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where:

- $N_{FO}$  is the number of the tender evaluation points awarded for financial offer
- $W_1$  is the maximum possible number of tender evaluation points awarded for financial offer
- $A$  is the number calculated using relevant formula described below

The following formula shall be used to calculate the points for price ( $A$ ):

$$A = \left( 1 - \frac{P - P_m}{P_m} \right) W_1$$

Where:

- $P$  is the comparative offer of the tender offer under consideration
- $P_m$  is the comparative offer of the most favourable comparative offer
- $W_1$  is the maximum possible number of tender evaluation points awarded for financial offer (80 Points)

In the event that the calculated value is negative, the allocated score shall be zero



Contractor



Witness 1



Employer



Witness 2

5.11.8 **SCORING PREFERENCES**

Up to 20 Evaluation Points will be awarded to tenderers who are found to be eligible for the Preference Point. Scorecards are based on the Tenderer's Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) Level of Contribution and the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

$N_p$  shall be calculated as described below;

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Eligibility for preference points is subject to the following conditions:

- a) The Tenderer must attach a B-BBEE Verification Document as part of the Returnable Documents
- b) The certificate shall:
  - Verification Agency accredited by the South African National Accreditation System (SANAS)
  - Registered Auditor accredited by the Independent Regulatory Board of Auditors (IRBA)
  - Sworn affidavit in the case of an Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE)
  - Be an original or an original certified copy of the original;
  - Be valid at the tender closing date; and
  - Have a date of issue less than 12 (twelve) months prior to the tender closing date
- c) Compliance with any other information requested to be attached to Returnable Documents
- d) Failure to submit a valid verification certificate(s) will result in the awarding of 0 (zero) points for the preference
- e) In the event of a Joint Venture a consolidated B-BBEE Verification in the name of the Joint Venture shall be submitted, as well as a valid B-BBEE verification certificate for each member of the Joint Venture.

If the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, 0 (zero) points for preference will be awarded, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

**SCORING QUALITY**

Score each of the criteria and sub criteria for quality in accordance with the provision of the tender data. Calculate the total number of tender evaluation points ( $N_Q$ ) using the following formula

$$N_Q = W_2 \times S_o / M_s$$

Where:

- 5.11.9  $W_2$  is the maximum possible number of tender evaluation points awarded for the quality
- $S_o$  is the score for quality allocated to the submission under consideration;
- $M_s$  is the maximum possible score for quality in respect of a submission (using the table given below)

5.11.9.1 The functionality criteria (**QUALITY**) and, maximum score in respect of each of the sub criteria are as follows:

Contractor

Witness 1

Employer

Witness 2

**FUNCTIONALITY/EVALUATION CRITERIA**

**COMPANY EXPERIENCE**

		SCORING CRITERIA	WEIGHT	SCORE
<p>The Bidder must attach Appointments Letters and Completion Certificates for Successfully Completed Projects over the Value of maximum R 10 000 000.00</p> <p>The Bidder must provide Contactable Referees for the Completed Projects to allow the Evaluation Team to confirm and validate the information</p> <p>Points will only be allocated to Projects that fit the Criteria and for Projects that are related to Roads &amp; Stormwater Projects</p>	<b>COMPANY EXPERIENCE</b>	The Bidder Scores Zero (0) points where no information regarding the Company's Relevant Past Experience has been indicated.	0	
		Roads & Stormwater Maintenance Projects that was Successfully Completed within combined project value of R4 million over the last 5 years	10	
		Roads & Stormwater Maintenance Projects that was Successfully Completed within combined project value between R4 - R10 million over the last 5 years	20	
		Roads & Stormwater Maintenance Projects that was Successfully Completed within combined project value exceeding R10 million over the last 5 years	30	
		<b>COMPANY EXPERIENCE TOTAL</b>	<b>30</b>	

**FINANCIAL CAPACITY**

		SCORING CRITERIA	WEIGHT	SCORE
<p>Bidders must attach a Bank Rating Letter that is not older than 3 Month.</p> <p>In the case of a Joint Venture the Bank Rating Letter should be that of the Lead Partner.</p>	<b>BANK RATING</b>	BANK RATING = F & G	0	
		BANK RATING = E	5	
		BANK RATING = D	10	
		BANK RATING = A, B, & C	15	
		<b>FINANCIAL CAPACITY TOTAL</b>	<b>15</b>	

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Contractor

[ ]  
Witness 1

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Employer

[ ]  
Witness 2



## KEY PERSONNEL

Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained	<b>CONTRACTS MANAGER</b>	<b>SCORING CRITERIA</b>	<b>WEIGHT</b>	<b>SCORE</b>
		No formal Qualification Obtained Qualifications Not Attached	0	
		National Diploma (N. Dip.): Civil Engineering with less than 5 years' experience	3	
		National Diploma (N. Dip.): Civil Engineering with more than 5 years' experience	5	
		BSC or B-Tech Degree: Civil Engineering with more than 5 years' experience	7	
		<b>TOTAL</b>	<b>7</b>	
Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained.	<b>SITE AGENT</b>	<b>SCORING CRITERIA</b>	<b>WEIGHT</b>	<b>SCORE</b>
		No formal Qualification Obtained Qualifications Not Attached	0	
		National Certificate N6: Civil Engineering	3	
		National Diploma (N. Dip.): Civil Engineering with less than 5 years' experience	5	
		National Diploma (N. Dip.): Civil Engineering with more than 5 years' experience	10	
		<b>TOTAL</b>	<b>10</b>	
Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained	<b>SITE FORMAN</b>	<b>SCORING CRITERIA</b>	<b>WEIGHT</b>	<b>SCORE</b>
		No formal Qualification Obtained Qualifications Not Attached	0	
		National Certificate N6: Civil Engineering	3	
		National Diploma (N. Dip.): Civil Engineering with more than 3 years' experience	5	
				<b>TOTAL</b>
Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained	<b>SAFETY OFFICER</b>	<b>SCORING CRITERIA</b>	<b>WEIGHT</b>	<b>SCORE</b>
		No formal Qualification Obtained Qualifications Not Attached	0	
		Relevant Qualifications with more than 3 years' experience	2	
				<b>TOTAL</b>
Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained	<b>LIC SUPERVISOR</b>	<b>SCORING CRITERIA</b>	<b>WEIGHT</b>	<b>SCORE</b>
		No formal Qualification Obtained Qualifications Not Attached	0	
		LIC Level 4 with less than 5 years' experience	1	
				<b>TOTAL</b>
<b>KEY PERSONNEL TOTAL</b>			<b>25</b>	

Contractor

Witness 1

Employer

Witness 2

**PLANT SCHEDULE**

Certified Copies of Proof of Ownership must be attached.  In the case where the Plant is to be Hired, a Letter of Intent must be Attached along with Certified Copies of Proof of Ownership	<b>CONSTRUCTION PLANT</b>	<b>SCORING CRITERIA</b>	<b>WEIGHT</b>	<b>SCORE</b>
		EXCAVATOR x 1	5	
		TRACTOR LOADER BACKHOE (TLB) x 1	5	
		GRADER x 1	5	
		VIBRATORY ROLLER x 1	5	
		WATER TANKER x 1	5	
		TIPPER TRUCK x 2	5	
		<b>PLANT SCHEDULE TOTAL</b>	<b>30</b>	

**TOTAL FUNCTIONALITY POINTS SCORED**

CRITERIA	WEIGHT	SCORE
COMPANY EXPERIENCE	30	
FINANCIAL CAPACITY	15	
KEY PERSONNEL	25	
PLANT SCHEDULE	30	
<b>TOTAL POINTS FOR FUNCTIONALITY</b>	<b>100</b>	
<b>FUNCTIONALITY THRESHOLD (MINIMUM SCORE)</b>	<b>70</b>	

[ ]  
Contractor

[ ]  
Witness 1

[ ]  
Employer

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Witness 2

MBD2	TAX CLEARANCE CERTIFICATE REQUIREMENTS
MBD 3.1	PRICING SCHEDULE – FIRM PRICES (PURCHASES)
MBD 3.2	PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)
MBD 4	DECLARATION OF INTEREST
MBD 6.1	PREFERENCE POINTS CLAIM FORM
MBD 6.2	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT
MBD 7.1	CONTRACT FORM – PURCHASE OF GOODS/WORKS
MBD 7.2	CONTRACT FORM - RENDERING OF SERVICES
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION
A	CERTIFICATE OF NON-COLLUSIVE TENDER
B	CERTIFICATE OF AUTHORITY FOR SIGNATORY
C	CERTIFICATE OF BIDDER'S VISIT TO THE SITE
D	JOINT VENTURE DISCLOSURE FORM
E	RECORD OF ADDENDA TO TENDER DOCUMENTS
F	PROPOSED AMENDMENTS AND QUALIFICATIONS OF TENDER DOCUMENTS
G	ALTERATIONS BY TENDERER
H	SCHEDULE OF SUBCONTRACTORS
I	SCHEDULE OF PLANT AND EQUIPMENT
J	ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL
K	SCHEDULE OF TENDERER'S EXPERIENCE
L	PROJECT PROGRAMME AND METHOD STATEMENT
M	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE
O	CONTRACTOR'S ESTABLISHMENT ON SITE
P	RATES FOR SPECIAL MATERIALS
Q	SCHEDULE OF LOCAL LABOUR CONTENT

Contractor

Witness 1

Employer

Witness 2

**TENDERERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

Bidders must complete the Tender Document in Blank Ink, All Pages of the Tender Document must be Initialled, All Forms Must Be Completed, the Bidder Must Sign for All Mistakes/Errors. Should the Bidder Not Adhere to these instructions, his/her Bid will be regarded as being Non-Responsive and would therefore be Disqualified.

**INSTRUCTIONS/RETURNABLE SCHEDULES THAT LEAD TO DISQUALIFICATION OF BID:**

- o Joint Venture Agreement (If Applicable)
- o Copy of Company Registration Certificate (for all companies in case of a Joint Venture)
- o Certified Identity Document (ID) Copies of Directors/Members/Shareholders as per CK document
- o Company profile / schedule indicating bidder's experience.
- o A valid Tax Clearance Certificate issued by the South African Revenue Services and tax compliance status pin letter.
- o Original or certified copy of B-BBEE Level Contribution Certificate or Sworn Affidavit (Consolidated Certificate in case of a Joint Venture)
- o Individual firms, joint venture or consortium firms experience detail.
- o Organogram, individual CV's and certified individual copies of qualifications for project team/ key staff
- o Proposed Works Programme on Microsoft Projects Format
- o Valid Central Supplier Database (CSD) Report
- o Construction Industry Development Board (CIDB) Grading Certificate
- o Workman's Compensation Registration - Compensation for Occupational Injuries & Diseases Act No. 130 of 1990 (COIDA)
- o Authority of Signatory (Under Company Letter Head)
- o Bank Rating Letter (not older than 3 Months)
- o Completion of Form of Offer
- o Completion of Bill of Quantities
- o Receipt or Proof of Payment for Bid Document
- o Completion and Compliance with Addendum (if applicable)
- o Recent proof of payment for municipal rates and taxes or municipal services charges owed by that bidder and all the directors to the Municipality which are not in arrears for more than three months in line with regulation no. 38 of Municipal Supply Chain Management Regulations / recent and original proof of residence from Traditional Authority or Induna in case where business is located in a non-ratable area .in case of rental, valid lease agreement signed between the Lessor and Lessee (bidder and company director).
- o Letter of intent to provide performance guarantee.
- o The bid document must be properly completed in black ink and every page initialled.
- o Alteration on the bid document must be initialled and signed off

Contractor

Witness 1

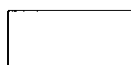
Employer

Witness 2

**NB:** Certification on the documents should not be older than six (06) months. Bidders will be disqualified for failure to submit any of the returnable documents listed above (with the exception of BBBEE status level certificate).

**Confidentiality and Copyright of Documents.**

**Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation**



*Contractor*



*Witness 1*



*Employer*



*Witness 2*

**GREATER LETABA MUNICIPALITY**



**PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS FOR PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS TO BE APPOINTED ON AN “AS AND WHEN” REQUIRED BASIS FOR THE PERIOD OF THREE (03) YEARS**

PROJECT NO: **GLM014/2022**

**PART C1: AGREEMENT AND CONTRACT DATA**

Contractor

Witness 1

Employer

Witness 1

<b>PRICING SCHEDULE - FIRM PRICES</b>	<b>MED 34</b>
<b>(PURCHASES)</b>	

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

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

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

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

---

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
			** <small>(ALL APPLICABLE TAXES INCLUDED)</small>

- Required by: .....

- At: .....

.....

- Brand and Model .....

- Country of Origin .....

Contractor

Witness 1

Employer

Witness 2

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....

\*Delivery: Firm/Not firm

- Delivery basis .....

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

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

\*Delete if not applicable

Contractor

Witness 1

Employer

Witness 2



**PRICING SCHEDULE – NON FIRM PRICES**  
**(PURCHASES)**

MBD/3/2

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

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

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

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

.....

ITEM    QUANTITY    DESCRIPTION    BID PRICE IN RSA CURRENCY NO.

\*\* ( ALL APPLICABLE TAXES INCLUDED)

.....

-    Required by:    .....

-    At:    .....

-    Brand and model    .....

-

[ ]  
Contractor

[ ]  
Witness 1

[ ]  
Eminent

[ ]  
Witness 1

- Country of origin .....  
.....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....  
.....
- Period required for delivery .....  
.....
- Delivery: \*Firm/Not firm

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

\*Delete if not applicable

MBD 3.2

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

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

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

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

<small>Contractor</small>	<small>Witness 1</small>	<small>Employer</small>	<small>Witness 2</small>

Pa = The new escalated price to be calculated.

(1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**

D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.

R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

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

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

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

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

Contractor

Witness 1

Employer

Witness 2

**MBD 3.2**

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

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

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

Contractor

Witness 1

Principal

Witness 2

**DECLARATION OF INTEREST**

**MBD/4**

No bid will be accepted from persons in the service of the state\*.

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

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

Full Name:

-----

Identity Number:

-----

Company Registration Number:

-----

Tax Reference Number:

-----

VAT Registration Number:

-----

Are you presently in the service of the state\*?

**YES / NO**

If so, furnish particulars

-----  
-----  
-----

Have you been in the service of the state for the past twelve months?

**YES / NO**

If so, furnish particulars.

-----  
-----

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

- a member of –
  - ❖ any municipal council;
  - ❖ any provincial legislature; or
  - ❖ the national Assembly or the national Council of provinces;
- a member of the board of directors of any municipal entity;
- an official of any municipality or municipal entity;
- 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);
- a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature.

*Contractor*

*Witness 1*

*Contractor*

*Witness 1*

-----  
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**  
If so, furnish particulars.  
-----  
-----

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

-----  
Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state **YES / NO**  
If so, furnish particulars.  
-----  
-----

-----  
Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**  
If so, furnish particulars.  
-----  
-----

**CERTIFICATION**

**I THE UNDERSIGNED (NAME)**

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

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

-----  
Signature

-----  
Date

-----  
Position

-----  
Name of Bidder

-----

*Contractor*

*Witness 1*

*Employer*

*Witness 2*

**IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

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

The **80/20** system for requirements with a Rand value of up to R50 million (all applicable taxes included) and

The **90/10** system for requirements with a Rand value above R50 million (all applicable taxes included).

1.2 (a) the value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or

(b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

	POINTS
Price	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for price and B-BBEE must not exceed</b>	<b>100</b>

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

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

Contractor

Witness 1

Employer

Witness 2

**2. DEFINITIONS**

- a) **B-BBEE** - means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) **B-BBEE STATUS LEVEL OF CONTRIBUTOR** - means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) **BID** - means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- d) **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT** - means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- e) **EME** - means an excepted micro enterprise in terms of a quote of good practice on Black Economic Empowerment issued in terms of section 9(1) of the Broad-Based Economic Empowerment Act.
- f) **FUNCTIONALITY** - means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender document.
- g) **PRICE** - includes all applicable taxes less on unconditional discounts.
- h) **PROOF OF BEE STATUS LEVEL OF CONTRIBUTOR** - means
  - 1) BBBEE status level certificate issued by an authorized body or person
  - 2) Sworn Affidavit as prescribed by the BBBEE codes of codes practice.
  - 3) any other requirements prescribed in terms of the BBBEE Act.
- i) **QSE** - means a qualifying small business enterprise in terms of a code of good practice on Black Economic Empowerment issued in terms of section 9(1) of the Broad Black Economic Empowerment Act.
- j) **RAND VALUE** - means the total estimated value of a contract in rand, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

**3. POINTS AWARDED FOR PRICE**

**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**

**90/10**

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

Where:

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

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

Contractor

Witness 1

Employer

Witness 2



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

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

A maximum of 20 or 10 points is allocated for B-BBEE status level of contribution on the following basis:

**80/20**

**90/10**

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

Where:

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

### POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs must submit their original and valid B-BBEE status level Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided

Contractor

Witness 1

Endorser

Witness 2

that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to

**BID DECLARATION**

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

**B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

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

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

**SUB-CONTRACTING**

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

If yes, indicate:

what percentage of the contract will be subcontracted? ..... %

the name of the sub-contractor? .....

the B-BBEE status level of the sub-contractor? .....

whether the sub-contractor is an EME? YES / NO  
(delete which is not applicable)

*Contractor*

*Witness 1*

*Employer*

*Witness 2*

**DECLARATION WITH REGARD TO COMPANY / FIRM**

Name of firm .....  
VAT registration number .....  
Company registration number .....

**TYPE OF COMPANY/ FIRM (TICK APPLICABLE BOX)**

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

**DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**COMPANY CLASSIFICATION (TICK APPLICABLE BOX)**

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

**MUNICIPAL INFORMATION**

Municipality where business is situated .....  
Registered Account Number .....  
Stand Number .....

TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? .....

*Contractor*

*Witness 1*

*Employer*

*Witness 2*

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

The information furnished is true and correct;

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

In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have – disqualify the person from the bidding process; recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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;

restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution

-----  
Company Name

-----  
Full Name

-----  
Capacity

-----  
Signature

-----  
Date

**WITNESS 1**

-----  
Signature

-----  
Date

**WITNESS 2**

-----  
Signature

-----  
Date

*Contractor*

*Witness 1*

*Employer*

*Witness 2*

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 1286:201x.

## GENERAL CONDITIONS

Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.

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.

Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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 B-BBEE.

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.

The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left( \frac{x}{y} \right) \times 100$$

Where:

$x$  = imported content

$y$  = bid price 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, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

A bid will be disqualified if the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and this declaration certificate is not submitted as part of the bid documentation.

Contractor

Witness 1

Employer

Witness 2

**DEFINITIONS**

**BID** - includes advertised competitive bids, written price quotations or proposals;

**BID PRICE** - price offered by the bidder, excluding value added tax (VAT);

**CONTRACT** - means the agreement that results from the acceptance of a bid by an organ of state;

**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;

**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).

**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, 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;

**LOCAL CONTENT** - means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

**STIPULATED MINIMUM THRESHOLD** - means that portion of local production and content as determined by the Department of Trade and Industry; and

**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.

**The stipulated minimum threshold(s) for local production and content for this bid is / are as follows:**

<u>Description of Services, Works or Goods</u>	<u>Stipulated Minimum Threshold</u>
.....	..... %
.....	..... %
.....	..... %

Does any portion of the services, works or goods offered have any imported content? **\*YES / NO**

If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the South African Reserve Bank (SARB) for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information are accessible on [www.reservebank.co.za](http://www.reservebank.co.za). Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

*Contractor*

*Witness 1*

*Employer*

*Witness 2*

**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 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.

I, the undersigned, ..... (Full Names)

Do hereby declare, in my capacity as .....

of ..... (Entity Name)

the following:

- a) The facts contained herein are within my own personal knowledge.
- b) I have satisfied myself that 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.
- c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT ( y )	R
Imported content ( X )	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

**If the bid is for more than one product, a schedule of the local content by product shall be attached.**

- 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.
- 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, 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 Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE**

**DATE:**

**WITNESS 1**

**DATE:**

**WITNESS 2**

**DATE:**

.....  
*Contractor*

.....  
*Witness 1*

.....  
*Employer*

.....  
*Witness 2*

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

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

1. I hereby undertake to 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.

*Contractor*

*Witness 1*

*Employer*

*Witness 2*



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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2. ....

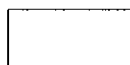
DATE: .....



Contractor



Witness 1



Employer



Witness 2

**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)	BRAND	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

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

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

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

- 7. I hereby undertake to render services described in the attached bidding documents to **GREATER LETABA MUNICIPALITY** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **GLM005/2022** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- 8. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for B-BBEE Level 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;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
- 9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 10. 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 fulfilment of this contract.
- 11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 12. I confirm that I am duly authorised to sign this contract

-----  
Company Name

-----  
Full Name

-----  
Capacity

-----  
Signature

-----  
Date

**WITNESS 1**

-----  
Signature

-----  
Date

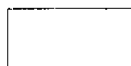
**WITNESS 2**

-----  
Signature

-----  
Date



Contractor



Witness 1



Employer



Witness 2

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

4. I..... in my capacity as..... accept your bid under reference number ..... dated ..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL INCLUSIVE)	COMPLETION DATE	BEEBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LEGAL CONTENT

**CERTIFICATION**

.....  
Company Name

.....  
Full Name Capacity

.....  
Signature Date

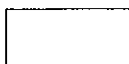
.....  
Signed At

**WITNESS 1**

.....  
Signature Date

**WITNESS 2**

.....  
Signature Date



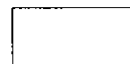
*Contractor*



*Witness 1*



*Endorser*



*Witness 2*

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

**MBD 8**

This Document 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.

- The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- been convicted for fraud or corruption during the past five years;
- wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- 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).

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

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

Contractor

Witness 1

Employer

Witness 2

**CERTIFICATION DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

**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

Contractor

Witness 1

Employer

Witness 2

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**MBD 9**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)<sup>2</sup>. Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 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.

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.

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

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

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

**CERTIFICATION 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:

-----  
(Name of Bidder)

Contractor

Witness 1

Employer

Witness 2

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

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

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;

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

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- Prices,
- geographical area where product or service will be rendered (market allocation)
- methods, factors or formulas used to calculate prices;
- the intention or decision to submit or not to submit, a bid;
- the submission of a bid which does not meet the specifications and conditions of the bid; or
- bidding with the intention not to win the bid.

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.

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.

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

Contractor

Witness 1

Employer

Witness 2



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

Contractor

Witness 1

Employer

Witness 2

**1. IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:**

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

**CERTIFICATION**

Company Name	
Full Name	Capacity
Signature	Date

Contractor

Witness 1

Employer

Witness 2

**2. IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:**

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

**CERTIFICATION**

-----  
Company Name

-----  
Full Name

-----  
Capacity

-----  
Signature

-----  
Date

*Contractor*

*Witness 1*

*Employer*

*Witness 2*

**CERTIFICATE OF AUTHORITY FOR SIGNATORY**

**B**

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

**PROJECT NAME:**

.....

**CONTRACT NUMBER:**

.....

By resolution of the board of directors passed at a meeting held on ..... (Date)  
the

at ..... (Place)

Mr/Mrs

.....  
, whose signature appears below, has been duly authorised to sign all documents in connection with the above-mentioned

Tender and any Contract that may arise there from on behalf of (name of Tenderer in block capitals)

**SIGNED ON BEHALF OF THE COMPANY:**

.....

**IN HIS/HER CAPACITY AS:**

.....

**DATE:**

.....

**SIGNATURE OF SIGNATORY:**


.....


**WITNESSES: 1.**

.....


**WITNESSES: 2.**

.....

  
Contractor

  
Witness 1

  
Employer

  
Witness 1

**CERTIFICATE OF BIDDER'S VISIT TO THE SITE**

**C**

This is to Certify that, I

Name of Firm

Postal address

Physical address

Telephone

Fax

Engineer's Representative

Date of Site Visit

I further certify that I have made myself familiar with all local conditions likely to influence the work & the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

**TENDERER'S REPRESENTATIVE:**

(Signature)

(Name)

**EMPLOYER'S REPRESENTATIVE:**

(Signature)

(Name)

Contractor

Witness 1

Employer

Witness 2

**GENERAL**

- i. All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii. A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) the contributions of capital and equipment
  - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii. Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv. ABE partners must complete ABE Declaration Affidavits.
- v. The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi. Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

**JOINT VENTURE PARTICULARS**

1.

a) Joint Venture Name

.....

b) Postal address

.....

.....

.....

.....

c) Physical address

.....

.....

.....

.....

d) Telephone

.....

e) Fax

.....

*Contractor*

*Witness 1*

*Employer*

*Witness 1*

2.

**IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

2.1 a) Name of Firm

Postal address

Physical address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

2.2 b) Name of Firm

Postal address

Physical address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

*(Continue as required for further non-Affirmable Joint Venture Partners)*

Contractor

Witness 1

Employer

Witness 2

3.

**IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

3.1 a) Name of Firm

Postal address

Physical address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

3.2 b) Name of Firm

Postal address

Physical address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

*(Continue as required for further Affirmable Joint Venture Partners)*

4. **DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

[Empty box]

*Contractor*

[Empty box]

*Witness 1*

[Empty box]

*Employer*

[Empty box]

*Witness 2*



**5. OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s) \_\_\_\_\_ %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s) \_\_\_\_\_ %
- c) Affirmable Joint Venture Partner percentages in respect of\*
  - (i) Initial Profit and Loss Sharing \_\_\_\_\_
  - (ii) Initial capital contribution in Rand \_\_\_\_\_

-----  
 (\*Brief descriptions and further particulars should be provided to clarify percentages).

- (iii) Anticipated on-going Capital Contributions in Rands \_\_\_\_\_
- (iv) contributions of equipment - specify types, quality, and quantities of equipment) to be provided by each partner \_\_\_\_\_

**6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PROJECT NAME
a)		
b)		
c)		
d)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PROJECT NAME
a)		
b)		
c)		
d)		

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

\_\_\_\_\_  
 Contractor

\_\_\_\_\_  
 Witness 1

\_\_\_\_\_  
 Employer

\_\_\_\_\_  
 Witness 2

(a) Joint Venture Cheque Signing

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

(b) Authority to enter into Contracts on behalf of the Joint Venture

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

(c) Signing, Co-Signing and/or Collateralising of Loans

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

(d) Acquisition of Lines of Credit

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

(e) Acquisition of Performance Bonds

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

(f) Negotiating and Signing Labour Agreements

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

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

*Contractor*

*Witness 1*

*Employer*

*Witness 1*

.....  
(b) Major purchasing

.....  
(c) Estimating

.....  
(d) Technical management  
.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

(a) Identify the "managing partner", if any,  
.....  
.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?  
.....  
.....  
.....

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

**10. PERSONNEL**

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.  
.....

Contractor

Witness 1

Employer

Witness 2

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for preparation of Joint Venture payrolls

.....

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

Contractor

Witness 1

Employer

Witness 2

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....

On behalf of .....

Name .....

Address .....

.....

.....

.....

Telephone .....

Date .....

---

Signature .....

On behalf of .....

Name .....

Address .....

.....

.....

.....

Telephone .....

Date .....

---

Contractor

Witness 1

Employer

Witness 2

**RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

NO.	DATE	TITLE OR DETAILS

**CERTIFICATION**

.....  
Company Name

.....  
Full Name

.....  
Capacity

.....  
Signature

.....  
Date

Contractor

Witness 1

Employer

Witness 1

<b>PROPOSED AMENDMENTS AND QUALIFICATIONS OF TENDER DOCUMENTS</b>	<b>F</b>
---	----------

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

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

PAGE	CLAUSE OR ITEM	PROPOSAL

**CERTIFICATION**

-----  
Company Name

-----  
Full Name

-----  
Capacity

-----  
Signature

-----  
Date

<small>Contractor</small>	<small>Witness 1</small>	<small>Employer</small>	<small>Witness 2</small>

<b>ALTERATIONS BY TENDERER</b>	<b>G</b>
--------------------------------	----------

Should the Tenderer desire to make any departure or modification to the General Conditions of Contract, Special Conditions of Contract, Specifications, Schedule of Quantities or Drawings, or to qualify his Tender in any way, he shall set out his proposals clearly hereunder, or alternatively, state them in a covering letter attached to his Tender and referred to hereunder, failing which the Tender will be deemed to be unqualified.

DOCUMENT REFERENCE	CLAUSE/ITEM (PAGE)	DESCRIPTION

**CERTIFICATION**

Company Name	
Full Name	Capacity
Signature	Date

Contractor

Witness 1

Employer

Witness 2



**SCHEDULE OF SUBCONTRACTORS** H

This table is **NOT TO BE USED** to capture SMME Subcontractors/Suppliers contributing towards the SMME project goal

**SMME COMPANIES TO BE USED AS SUB-CONTRACTORS / SUPPLIERS MUST BE CAPTURED UNDER FORM:  
RDP 2 (E) EMPLOYMENT OF SMME's**

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

NO.	Name and Address of Proposed Subcontractor	Company Registration Number & CIDB Classification	Description of Work to be Executed by Subcontractor

**CERTIFICATION**

-----  
Company Name

-----

Full Name Capacity

Signature Date

                
Contractor                  Witness 1                  Employer                  Witness 2

### SCHEDULE OF PLANT AND EQUIPMENT

The Bidder shall insert in the Schedule hereunder, a list of the major plant and equipment he proposes to use on this Contract. Failure to complete this schedule will be taken to indicate that Bidder does not have access to adequate plant and equipment.

DESCRIPTION OF PLANT	OWNER	AVAILABILITY

Equipment not owned by the Bidder must be qualified as hire, on loan, etc.

### CERTIFICATION

.....  
Company Name

.....  
Full Name

.....  
Capacity

.....  
Signature

.....  
Date

Contractor

Witness 1

Employer

Witness 2

**ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL**

Tenderer to supply an organogram for the management of the contract and include signed curricula vitae of key personnel. These curricula vitae shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed to by the engineer.

**KEY PERSONNEL**

ITEM	DESIGNATION	NAME OF PERSONNEL	YEARS OF EXPERIENCE
1	Contracts Manager		
2	Site Agent		
3	General Foreman		
4	Health and Safety Officer		
5	LIC Manager		

**\*\* Please refer to the required Qualification under the Functionality Criteria.**

**NOTE: THE TENDERER SHOULD PROVIDE APPOINTMENT LETTERS OR SWORN AFFIDAVIT AS EVIDENCE THAT THE ABOVE PERSONNEL IS EMPLOYED BY THE FIRM. THE APPOINTED PERSONNEL MUST SIGN BOTH DOCUMENT WITH HIS EMPLOYER/ BIDDER**

**CERTIFICATION**

-----  
Company Name

-----  
Full Name

-----  
Capacity

-----  
Signature

-----  
Date

Contractor

Witness 1

Employer

Witness 2

# SCHEDULE OF TENDERER'S EXPERIENCE

K

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past 05 years

EMPLOYER	NATURE OF WORK	VALUE OF WORK	COMPLETION DATE

.....  
Full Name  
.....  
Capacity  
.....  
Signature  
.....  
Date

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contractor	Witness 1	Employer	Witness 1

**PROJECT PROGRAMME AND METHOD STATEMENT**

11

**TENDERER MUST PROVIDE A PROJECT PROGRAMME OF WORKS, USING ACCEPTABLE PROJECT MANAGEMENT SOFTWARE (i.e MICROSOFT PROJECTS), THE PROGRAMME OF WORKS MUST CONTAIN SUFFICIENT DETAIL TO COVER THE VARIOUS FACETS OF THE WORK.**

**THIS PROGRAMME OF WORKS IS TO BE SUPPORTED BY A METHOD STATEMENT INDICATING THE TENDERER'S PROPOSED WORK PLAN FOR THE CONSTRUCTION OF THE WORKS.**

**THE PROGRAMME OF WORKS IS TO BE APPROVED BY THE MUNICIPALITY UPON APPOINTMENT**

**CERTIFICATION**

-----  
Company Name

-----  
Full Name

-----  
Capacity

-----  
Signature

-----  
Date

Contractor

Witness 1

Employer

Witness 2

**SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

**M**

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

NO.	MONTH	VALUE (ALL INCLUSIVE)
1		R
2		R
3		R
4		R
<b>TOTAL: R.....</b>		<b>(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)</b>

**CERTIFICATION**

-----  
Company Name

-----  
Full Name

-----  
Capacity

-----  
Signature

-----  
Date

Contractor

Witness 1

Employer

Witness 1

**CONTRACTOR'S ESTABLISHMENT ON SITE** 0

The combined extended total tendered for Section 1300 for the contractor's general obligations; i.e.

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

shall not exceed a maximum of 15 % of the tender sum (excluding VAT).

Total tendered for Section 1300 expressed as a percentage of the tender sum (excluding VAT) = ..... %

**CERTIFICATION**

-----  
Company Name  
-----

-----  
Full Name Capacity  
-----

-----  
Signature Date  
-----

Contractor

Witness 1

Employer

Witness 1

**RATES FOR SPECIAL MATERIALS**

P

**The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.**

**The base month is September (the month prior to the month in which the closing date of the tender falls)**

SPECIAL MATERIAL	UNIT	RATE (AT BASE MONTH)

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable suppliers.

**CERTIFICATION**

-----  
Company Name

-----  
Full Name

-----  
Capacity

-----  
Signature

-----  
Date

*Contractor*

*Witness 1*

*Employer*

*Witness 1*



**SCHEDULE OF LOCAL LABOUR CONTENT**

**Q**

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is **10%**.

**Note: 100% of this labour content shall be from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project. The contractor's own skilled personnel will not be counted towards the said 100%.**

TYPE OF LABOUR	MAN-HOURS	MINIMUM WAGE RATE	TOTAL WAGE COST (VAT EXCLUSIVE)
Permanent Labour			
Temporary Labour			
SM ME/HDI's Labour			
		<b>TOTAL</b>	
		<b>PERCENTAGE</b>	

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel including the CLO.

**CERTIFICATION**

-----  
Company Name

-----  
Full Name

-----  
Capacity

-----  
Signature

-----  
Date

Contractor

Witness 1

Employer

Witness 1

**ATTACHED ANNEXURES**

ANNEXURE 1	COMPANY PROFILE
ANNEXURE 2	COMPANY REGISTRATION CERTIFICATE (CIPC CK)
ANNEXURE 3	CERTIFIED COPIES OF DIRECTORS'S IDENTITY DOCUMENT
ANNEXURE 4	TAX CLEARANCE CERTIFICATE & SARS TCP PIN
ANNEXURE 5	B-BBEE CERTIFICATE
ANNEXURE 6	CENTRAL SUPPLIER DATABASE (CSD) REPORT
ANNEXURE 7	CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADING CERTIFICATE
ANNEXURE 8	WORKMAN'S COMPENSATION REGISTRATION (COIDA)
ANNEXURE 9	AUTHORITY OF SIGNATORY (UNDER COMPANY LETTER HEAD)
ANNEXURE 10	MUNICIPAL RATES & TAXES (PROOF OF ADDRESS)
ANNEXURE 11	COMPANY EXPERIENCE (APPOINTMENT LETTERS & COMPLETION CERTIFICATES)
ANNEXURE 12	FINANCIAL CAPACITY (BANK RATING LETTER)
ANNEXURE 13	ORGANOGRAM OF PROJECT TEAM
ANNEXURE 14	CV'S OF KEY PERSONNEL
ANNEXURE 15	PLANT SCHEDULE
ANNEXURE 16	CONSTRUCTION METHOD
ANNEXURE 17	PROGRAM OF WORKS
ANNEXURE 18	JOINT VENTURE AGREEMENT
ANNEXURE 19	OTHER

Contractor

Witness 1

Employer

Witness 1

GREATER LETABA MUNICIPALITY



PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS FOR PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS TO BE APPOINTED ON AN “AS AND WHEN” REQUIRED BASIS FOR THE PERIOD OF THREE (03) YEARS

PROJECT NO: **GLM014/2022**

THE CONTRACT

- PART C1 : AGREEMENT AND CONTRACT DATA
- PART C2 : PRICING DATA
- PART C3 : SCOPE OF WORK
- PART C4 : SITE INFORMATION
- PART C5 : ANNEXURES

Contractor

Witness 1

Employer

Witness 1

**GREATER LETABA MUNICIPALITY**



**PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS FOR PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS TO BE APPOINTED ON AN “AS AND WHEN” REQUIRED BASIS FOR THE PERIOD OF THREE (03) YEARS**

**PROJECT NO: GLM014/2022**

**PART C1: AGREEMENT AND CONTRACT DATA**

c1.1 FORM OF OFFER AND ACCEPTANCE .....5  
c1.2 CONTRACT DATA .....Error! Bookmark not defined.  
c1.3 FORM OF GUARANTEE .....Error! Bookmark not defined.

*Contractor*

*Witness 1*

*Employer*

*Witness 1*

**FORM OF OFFER AND ACCEPTANCE**

**OFFER**

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

**PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS FOR PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS TO BE APPOINTED ON AN "AS AND WHEN" REQUIRED BASIS FOR THE PERIOD OF THREE (03) YEARS**

The tenderer, identified in the offer signature block, 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 authorized, signing this part of the 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 PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)**

..... (in words)  
.....  
R ..... (in figures)

**The Contract Amount (Contract Value) of the project shall be the amount as written on the Form of Offer (as above), This Amount shall overwrite any other amount or clause on the Pricing Schedule, Pricing Instructions or any other instruction pertained in the Bid Document. Should the Rates on the Pricing Schedule not equate to the value on the Form of Offer, the Rates should be amended so that they equate to the value on the Form of Offer.**

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.

**FOR THE TENDERER:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Full Names \_\_\_\_\_

Capacity \_\_\_\_\_

Name of Organization \_\_\_\_\_

Address of Organization \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_

Name of Witness \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 2

**ACCEPTANCE**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- PART C1 : Agreements and contract data, (which includes this agreement)
- PART C2 : Pricing data
- PART C3 : Scope of work
- PART C4 : Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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 signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of 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 copy of the fully signed original 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.

**FOR THE EMPLOYER - GREATER LETABA MUNICIPALITY**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Full Names \_\_\_\_\_

Capacity \_\_\_\_\_

Municipality Address 44 Botha Street

Modjadjiskloof

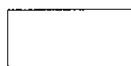
0835

Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_

Name of Witness \_\_\_\_\_



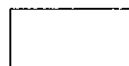
Contractor



Witness 1



Employer



Witness 2

**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 Conditions of Tender,

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

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 agreements and recorded here, shall also be incorporated into the final Contract Document,

1 Subject .....

Details .....

.....  
.....

2 Subject .....

Details .....

.....  
.....

3 Subject .....

Details .....

.....  
.....

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.


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



Contractor



Witness 1



Employer



Witness 2

**FOR THE TENDERER**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Full Names \_\_\_\_\_

Capacity \_\_\_\_\_

Name of Organization \_\_\_\_\_

Address of Organization \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_

Name of Witness \_\_\_\_\_

**FOR THE EMPLOYER**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Full Names \_\_\_\_\_

Capacity \_\_\_\_\_

Addressed to Municipal Manager (Greater Letaba Municipality)

Address of Organization 44 Botha Street

Modjadjiskloof

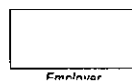
0835

Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_

Name of Witness \_\_\_\_\_

  
Contractor

  
Witness 1

  
Employer

  
Witness 2



**CONFIRMATION OF RECEIPT**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year)  
At \_\_\_\_\_ (Place) \_\_\_\_\_

**FOR THE TENDERER**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Full Names \_\_\_\_\_

Capacity \_\_\_\_\_

Name of Organization \_\_\_\_\_

Address of Organization \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_

Name of Witness \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 2

**OCCUPATIONAL HEALTH & SAFETY AGREEMENT**

In Terms of Section 37(2) of the OHS Act (No. 85 OF 1993)

**THIS AGREEMENT MADE AT:**

On The \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month) \_\_\_\_\_ (Place)  
\_\_\_\_\_ (Year)

**BETWEEN**

**THE CONTRACTOR (THE MANDATARY)**

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Represented By: \_\_\_\_\_  
Capacity \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_  
Name of Witness \_\_\_\_\_

**AND**

**GREATER LETABA MUNICIPALITY (THE EMPLOYER)**

Address 44 Botha Street  
Modjadjiskloof  
0835  
\_\_\_\_\_  
\_\_\_\_\_  
Represented By: \_\_\_\_\_  
Capacity \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_  
Name of Witness \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Mandatary shall execute the work in accordance with the contract documents pertaining to this Contract.

This Agreement shall hold good from its commencement date, which shall be the date on which the site is handed over to the Mandatary by an order in writing from the Engineer, to either:

- (a) the date of the final certificate issued in terms of clause 52(1) of the General Conditions of Contract 2015 (hereinafter referred to as "the GCC"), as applicable to this Contract, or
- (b) the date of termination of the contract in terms of clause 55 or clause 56 of the GCC.

The Mandatary declares himself to be conversant with the following:

(a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

- (i) Section 8: General duties of employers to their employees;
- (ii) Section 9: General duties of employers and self-employed persons to persons other than employees;
- (iii) Section 37: Acts or omissions by employees or mandataries; and
- (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.

In addition to the requirements of Clause 36 of the General Conditions of Contract and all relevant requirements of the Contract, the Mandatary agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.

The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

Contractor

Witness 1

Employer

Witness 2

## CONTRACT DATA

### CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract for Construction Works Third Edition (2015)* published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering [www.saice.org.za](http://www.saice.org.za).

Each item below cross-references a clause in the *General Conditions of Contract for Construction Works Third Edition (2015)*

#### PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Data
1.1.1.5	Clause 1.1.1.5 is replaced by the following: "Commencement date" means the date the Site is Handed Over to the Contractor
1.1.1.13	The defects liability period shall be <b>6 months</b> applicable for permanent works ( <b>except regravelling nature of works</b> ), commencing on the day the Completion Certificate is issued.
1.1.1.14	The time for achieving Practical Completion <b>will be issued together with the order by the Municipality</b>
1.1.1.15	The Employer is the <b>GREATER LETABA MUNICIPALITY</b> .
1.1.1.26	The Pricing Strategy is Re-measurable Contract.
1.2.1	The Employer's ( <b>GREATER LETABA MUNICIPALITY</b> ) address for receipt of communications is: <b>44 Botha Street</b> <b>Modjadjiskloof</b> <b>0835</b>  <b>Tel:015 309 9246</b> <b>Fax:015 309 9419</b>
3.2.3	The Municipality will issue approvals for the following: <ul style="list-style-type: none"> <li>• Approval of Extension of Time;</li> <li>• Approval of Additional Costs;</li> <li>• Approval of Variation Orders;</li> <li>• Approval of Penalties;</li> <li>• Approval for the utilization of Contingencies.</li> </ul>
4.11.1	Curriculum Vitae's of the following Competent Employees must be approved by the Employer: <ul style="list-style-type: none"> <li>• Contracts Manager (refer to Clause 4.12.2)</li> <li>• Site Agent</li> <li>• Safety Officer</li> </ul>
5.3.1.	The Works are to be commenced within fourteen (14) Date of the Site Hand-Over Meeting (Commencement Date).
5.3.1.	The documentation required before commencement with Works are: <ul style="list-style-type: none"> <li>• Acceptance of order</li> <li>• Curriculum Vitae of Contractor 's Key Personnel for the Employer's Agent's approval</li> <li>• Initial Programme of Works with associated Cash Flow &amp; Labour Schedule</li> </ul>

Contractor

Witness 1

Employer

Witness 1

5.3.2.	The said Documents must be submitted and approved within 14 Days after the Commencement Date																				
5.8.1	Contractual Non-Working Times for the Project include the Following <ul style="list-style-type: none"> <li>• Sundays</li> <li>• South African Gazetted Public Holidays</li> <li>• Construction Break (Year-End Break) as determined by South African Forum of Civil Engineering Contractors (SAFCEC)</li> <li>• Including all foreseeable statutory declared election days</li> </ul>																				
5.13.1	The penalty for delay is R 1 000.00 per day or part thereof, including special or non-working days.																				
5.16.3	The latent defect liability period is 10 years after the date of the final approval certificate																				
6.8.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> $(1 - x) \left[ \frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ <p>The value of "x" is 0,150 The values of the co-efficient are:</p> <table border="1"> <thead> <tr> <th></th> <th>New Road Construction</th> <th>Rehabilitation</th> <th>Concrete Work (major structures only)</th> </tr> </thead> <tbody> <tr> <td>a =</td> <td>0,20</td> <td>0,20</td> <td>0,15</td> </tr> <tr> <td>b =</td> <td>0,40</td> <td>0,35</td> <td>0,20</td> </tr> <tr> <td>c =</td> <td>0,25</td> <td>0,35</td> <td>0,55</td> </tr> <tr> <td>d =</td> <td>0,15</td> <td>0,10</td> <td>0,10</td> </tr> </tbody> </table> <p>"L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area nearest to the Site  "P" is the "Plant Index" and shall be the "Civil Engineering Plant Index"  "M" is the "Materials Index" and shall be the "Civil Engineering Materials Index"  "F" is the "Fuel Index" and shall be the "Diesel at wholesale level for the Area"  The suffix "o" denotes the basic indices applicable to the base month as stated in the Contract Data,  The suffix "t" denotes the current indices applicable to the month in which payment certificate relates.  The indices published monthly by the South African Forum of Civil Engineering Contractors (SAFCEC). If the index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.  The urban area nearest the site is <b>Modjadjiskloof</b>  The base month is <b>February</b>. (or the month prior to the month in which the closing date of the tender falls)</p>		New Road Construction	Rehabilitation	Concrete Work (major structures only)	a =	0,20	0,20	0,15	b =	0,40	0,35	0,20	c =	0,25	0,35	0,55	d =	0,15	0,10	0,10
	New Road Construction	Rehabilitation	Concrete Work (major structures only)																		
a =	0,20	0,20	0,15																		
b =	0,40	0,35	0,20																		
c =	0,25	0,35	0,55																		
d =	0,15	0,10	0,10																		
6.8.3	Price adjustments for variations in the costs of special materials are allowed.																				
6.10.1.1	Minimum amount of interim payment certificate is R 500 000.00																				
6.10.1.5	The Contractor will only be permitted to claim payment for up to a limit of 80% for Material On-Site																				
6.10.3	The percentage retention is 10% of the certified work done (including VAT).																				
6.10.3	The limit of retention money is 10% of the certified work done (including VAT).																				
10.5.1/2	Disputes are to be referred to ad-hoc adjudication																				
10.7	Disputes are to be referred for final settlement to <b>arbitration</b> .																				
	Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict																				
	The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall																				

Contractor

Witness 1

Employer

Witness 2

	still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.
	The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a> ), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.

**PART 1: DATA PROVIDED BY THE CONTRACTOR**

Clause	Data
	The contractor is : .....
	The contractor's address for receipt of communication is: Telephone: ..... Facsimile:..... E-mail: ..... Address: .....
	The Works shall be completed within ..... Months as proposed by the contractor.
	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is .....% (Maximum 15%).

Contractor

Witness 1

Employer

Witness 2

**GREATER LETABA MUNICIPALITY**



**PROJECT NO: GLM014/2022**

**PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS FOR PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS TO BE APPOINTED ON AN “AS AND WHEN” REQUIRED BASIS FOR THE PERIOD OF THREE (03) YEARS**

**PRICING DATA**

- C2.1 : PRICING INSTRUCTIONS**
- C2.2 : BILL OF QUANTITIES**

*Contractor*

*Witness 1*

*Employer*

*Witness 1*

## PRICING INSTRUCTIONS

### 1. GENERAL

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices. The Bill of Quantities record the Contractor's rates for providing supplies, services engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The bidder's obligations in pricing the Bid offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Bid contained in Annexure C of the South African National Standards SANS 110845-3:2015, as amended in and red in conjunction with the Bid Data.

### 2. DOCUMENTS MUTUALLY EXPLANATORY

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Bid Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

### 3. DEFINITIONS

For the purpose of this Bill 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 Committee of Land Transport Officials (COLTO) - Standard Specification for Road and Bridge Works for State Authorities (1998).
- Quantity : The number of Unit of work for each item
- Rate : The payment per unit of measurement at which the Bidder Bids to do the work.
- Amount : The product of the quantity and the rate Bided for an item
- Sum : An amount Bided 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 described in the Schedule of Quantities, the specification or elsewhere but the quantity of work of which is not measured in any units.
- Prime Cost Sum : A sum fixed by the Engineer and entered in the Schedule of Quantities as the net sum provided to cover the cost of specific goods or materials to be supplied under the contract, or the net sum to be paid by the Contract to merchants or others for such articles or materials. 1
- Provisional Sum : A sum of money fixed by the Engineer and entered in the Schedule of Quantities to provide for work not defined at the Bid stage and includes any allowance specifically made for unforeseen contingencies. 1
- Extra Over : Qualifies an operation (or combination of operation) which is common in a varying degree to a number of other operations and which is scheduled once as "extra over" those other operations in order to avoid a multiplicity of items each reflecting the degree to which the common operations apply. The term "extra

Contractor

Witness 1

Employer

Witness 2



over" invariably denoted double measurement, no deduction being made from one on account of the other.

#### 4. DESCRIPTION

Description in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clause of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

#### 5. REFERENCES

The General Conditions of Contract, the Special Conditions of Contract (if any) the specifications (including the project specification) and the Drawings are to be read in conjunction with the schedule of quantities. Descriptions in the schedule of quantities are abbreviated and the schedule has been drawn up generally in accordance with COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) as amended in the Scope of Works. Should any requirement of measurement and payment clause of applicable Standardised Specification, or the Project Specifications, or the Particular Specification(s) conflict with terms of the schedule or, when relevant, COLTO, the requirement of the Standardised, Project or Particular Specification, as applicable, shall prevail.

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made for waste. The prices and rates to be inserted in the schedule of quantities are to be full inclusive prices to the Employer for the work described under the several items, value added tax excluded. Such prices shall cover all costs and expenses that may be required in and for construction of the work described and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the quotation is based.

A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule

#### 6. UNITS OF MEASUREMENT

mm	=	millimetre
m	=	Metre
km	=	kilometre
M <sup>2</sup>	=	square metre
M <sup>3</sup>	=	cubic metre
m <sup>3</sup> .km	=	
kg	=	Kilogram
t	=	Ton
%	=	Percentage

Contractor

Witness 1

Employer

Witness 2

**7. NET MEASUREMENTS**

Unless otherwise state, items are measured net in accordance with the Drawings, and no allowance is made for off-cuts and waste.

**8. QUANTITIES**

The quantities set out in these Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition)

**9. CUURENCY**

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of cent shall be discounted.

**10. VALUE ADDED TAX**

Valued Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary

**11. RATES AND PRICES**

General

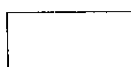
The Contractor must price each item in the Bill of Quantities in Black Ink. Reproduced computer printouts of the Bills of Quantities will not be acceptable.

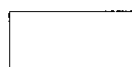
The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the prescribed under the several items. Such prices and rates shall cover all costs, and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bid is Based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.


Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.

Should the Contractor group number of items and contract 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.

  
Contractor

  
Witness 1

  
Engineer

  
Witness 2

Should the Contractor indicate against any item that compensation for such item is included in another item; the rate for the item included in another item shall be deemed nil.

A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

“Rate only” items

The Contractor shall fill in a rate (in the rate column) against all items where the words “rate only” appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such “rate-only” items are used where it is estimated that little or no work will be required under item or where the item is to be considered as an alternative to another item for which a quantity is given.

Arithmetic

Excepting where Sum Amounts are required or where Provisional Sum have been indicated, the Contractor shall enter an applicable rate in the Rate column on the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity, the rate shall be binding and the error of extension as entered in the Bid offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

## 12. VARIATION IN TEXT

No alteration or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will be recognized; the original working of the Bill of Quantities will be adhered to.

13. Those parts of the contract to be constructed using labour- intensive methods have been marked in the bill of quantities with the letters LI 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. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a deviation from the contract. The items marked with letters “LI” are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works
14. Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively In order to comply with the set minimum labour intensity target.
15. Payment for items which are designated to be constructed labour- intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.

Contractor

Witness 1

Employer


Witness 2

## BILL OF QUANTITIES


Standard Specifications for Road & Bridge Works for State Authorities - Committee of Land Transport Officials (COLTO)

- 1300 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATION
- 1500 ACCOMMODATION OF TRAFFIC
- 1700 CLEARING AND GRUBBING
- 2200 PREFABRICATED CULVERTS
- 2300 KERBING, CONCRETE CHANNELLING, & CONCRETE LININGS FOR OPEN DRAINS
- 3300 MASS EARTHWORKS
- 3400 PAVEMENT LAYERS OF GRAVEL MATERIAL
- 3500 STABILIZATION
- 3900 PATCHING AND POTHOLE REPAIRS, SURFACING AND OVERLAY
- 4100 PRIME COAT
- 4800 TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS
- 5200 GABIONS
- 5400 GUARD RAILS
- 5600 ROAD SIGNS
- 5700 ROAD MARKINGS
- 8100 TESTING MATERIAL AND WORKMANSHIP

  
Contractor

  
Witness 1

  
Employer

  
Witness 2

GREATER LETABA MUNICIPALITY

SCHEDULE OF QUANTITIES

PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS

SCHEDULE A : ROAD CONSTRUCTION

SECTION 1300

Original bill of quantities					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1300	<b><u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u></b>				
B13.01	<b>The Contractor's general obligations:</b>				
	(a) Fixed obligations	Lump Sum	1		
	(b) Value-related obligations	Lump Sum	1		
	(c) Time-related obligations	month	1		
	<b><u>NB</u></b> The combined total tendered for subitems (a), (b) and (c) shall not exceed 15% of the Tender Sum.				
1300	<b>TOTAL CARRIED TO SUMMARY</b>				R

GREATER LETABA MUNICIPALITY

SCHEDULE OF QUANTITIES

PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS

SCHEDULE A : ROAD CONSTRUCTION

SECTION 1500

Original bill of quantities						
ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1500		<u>ACCOMMODATION OF TRAFFIC</u>				
B15.03	LI	Temporary traffic-control facilities:				
		(a) Flagmen	man-day	1.00		
		(b) Portable STOP and GO-RY signs	No.	1.00		
		(c) Temporary traffic-control signals as specified or as shown on the Drawings	No.	1.00		
		(d) Amber flicker lights	No.	1.00		
		(e) Road signs, R- and TR-series, (1200mm dia.)	No.	1.00		
		(f) Road signs, TW-series, (1500mm dia.)	No.	1.00		
		(g) Road signs, STW-, DTG-, TGS- and TG-series (excluding delineators and barricades)	No.	1.00		
		(h) Delineators (DTG50J), ..... sides:				
		(i) Single	No.	1.00		
		(ii) Mounted back to back	No.	1.00		
15.10		Accommodation of traffic where the road is constructed in half-widths	km	1.00		
1500		TOTAL CARRIED TO SUMMARY				R

GREATER LETABA MUNICIPALITY

SCHEDULE OF QUANTITIES

PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS

SCHEDULE A : ROAD CONSTRUCTION

SECTION 1700

Original bill of quantities							
ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
1700		<b><u>CLEARING AND GRUBBING</u></b>					
17.01	LI	Clearing and grubbing	ha	1.00			
	LI	Cleaning out of hydraulic structures					
	(a)	Pipes with an internal diameter up to and including 750 mm	m <sup>3</sup>	1.00			
	(b)	Pipes with an internal diameter exceeding 750 mm	m <sup>3</sup>	1.00			
	(c)	Box culverts up to and including 1,5 m vertical dimension	m <sup>3</sup>	1.00			
	(d)	Box culverts exceeding 1,5 m vertical dimension	m <sup>3</sup>	1.00			
1700		<b>TOTAL CARRIED TO SUMMARY</b>				R	

GREATER LETABA MUNICIPALITY

SCHEDULE OF QUANTITIES

PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS

SCHEDULE A : ROAD CONSTRUCTION

SECTION 2200

Original bill of quantities						
ITEM		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2200		<b><u>PREFABICATED CULVERTS</u></b>				
22.01		Excavating soft material, haulage and spoil within 1km				
	LI	(i) Soft Excavation	m <sup>3</sup>	1.00		
		(j) Intermediate Excavation	m <sup>3</sup>	1.00		
22.02		Backfilling including compaction, 94% MOD AASHTO				
		(k) Using the borrow pit material (1km - 2km haulage)	m <sup>3</sup>	1.00		
22.05		Portal and rectangular culverts				
		(b) Without prefabricated floor slabs				
		(i) 450mm high x 1200mm wide, Class 175S	m	1.00		
		(ii) 600mm high x 1200mm, wide, Class 175S	m	1.00		
		(iii) 750mm high x 1200 mm wide, Class 175S	m	1.00		
		(iv) 1200mm high x 1200mm wide, Class 150S	m	1.00		
		(v) 1500mm high x 1800mm wide, Class 150S	m	1.00		
22.07		Cast in situ concrete (class 25/19) and formwork :				
		(m) In floor slabs / cut-off walls for portal culverts including formwork joints and class U2 surface finish	m <sup>3</sup>	1.00		
		(n) Inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding class U2 surface finish (apron only) class 25/19 concrete	m <sup>3</sup>	1.00		
		(o) Reinforced concrete slab / deck on the portal culverts 200mm thick (class 30/19)	m <sup>3</sup>	1.00		
22.10	LI	Steel Reinforcement complete with assembling -				
		(p) Y12 reinforcement steel (200mm spacing, 120mm thick)	kg	1.00		
	LI	Fabric reinforcement				
		(q) Ref. 395 fabric reinforcement in concrete slab	m <sup>2</sup>	1.00		
		(r) Stone Masonry headwalls and wingwalls with class 25/19 concrete 250mm thick	m <sup>2</sup>	1.00		
22.12	LI	Removing existing concrete				
		(a) Plain concrete	m <sup>3</sup>	1.00		
		(b) Reinforced concrete (in culvert headwalls and wingwalls)	m <sup>3</sup>	1.00		
	LI	Stone pitching:				
22/51,03B		(s) Grouted stone pitching (class 25/19 concrete)	m <sup>2</sup>	1.00		
22.18	LI	Brickwork				
		(t) 230mm plastered brickwork, painted (double coated) in white, 0.8m high on the sides of the deck	m <sup>2</sup>	1.00		
	LI	Signage				
		(y) Delineators (150x800mm on 50x50mm galvanised post 1,5m long)	no	1.00		
2200		<b>TOTAL CARRIED TO SUMMARY</b>				R



GREATER LETABA MUNICIPALITY

SCHEDULE OF QUANTITIES

PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS

SCHEDULE A : ROAD CONSTRUCTION

SECTION 2300

Original bill of quantities						
ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2300		<u>CONCRETE KERBING, CHANNELING, CHUTES, DOWNPIPES, AND LININGS FOR OPEN DRAINS</u>				
23.01		Concrete kerbing (class 25/19 concrete)				
	LI	(a) Remove and replace kerbs	m	1.00		
	LI	(b) Concrete Edge Beam (class 25/19), 200mm x 150mm	m	1.00		
23/59,01		Finishing the road and road reserve	m	1.00		
B23/54,01	LI	Install galvanized guard rails complete with 150mm dia treated poles	m	1.00		
B23/54,07	LI	Remove existing guardrails	m	1.00		
2300		TOTAL CARRIED TO SUMMARY				R

GREATER LETABA MUNICIPALITY

SCHEDULE OF QUANTITIES

PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS

SCHEDULE A : ROAD CONSTRUCTION

SECTION 3300

Original bill of quantities						
ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3300		<b>MASS EARTHWORKS</b>				
33.10		Roadbed preparation and the compaction of				
	(b)	Compaction to 93% of modified AASHTO	m <sup>3</sup>	1.00		
33.12		Insitu treatment of roadbed:				
	(a)	Insitu treatment by ripping	m <sup>3</sup>	1.00		
33.18		Extra over item 33.10 and 33.12 for preparing and/or treating the roadbed and compacting material in restricted areas:				
	(a)	Item 33.10 for roadbed preparation and compaction of material	m <sup>3</sup>	1.00		
3300		<b>TOTAL CARRIED TO SUMMARY</b>				R

GREATER LETABA MUNICIPALITY

SCHEDULE OF QUANTITIES

PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS

SCHEDULE A : ROAD CONSTRUCTION

SECTION 3400

Original bill of quantities					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>PAVEMENT LAYERS OF GRAVEL MATERIAL</u></b>				
34.01	<b>Pavement layers constructed from gravel taken from cut or borrow including free-haul up to 1,0 km:</b>				
	(a) Gravel selected layer compacted to:				
	(i) 93% of modified AASHTO density for a compacted layer thickness of 150mm	m <sup>3</sup>	1.00		
	(d) Gravel subbase				
	(i) 95% of modified AASHTO density for a compacted layer thickness of 150mm	m <sup>3</sup>	1.00		
34.04	<b>In situ reconstruction (recycling) of existing pavement layers as</b>				
	Gravel base compacted to 98% MOD AASHTO density using cemented material to a depth of 200mm after compaction thicknesses in lengths of :				
	(i) In section 50 m up to 200m (200 mm deep)	m <sup>3</sup>	1.00		
	(ii) In sections longer than 200m (200mm deep)	m <sup>3</sup>	1.00		
	<b>PAVING WORKS</b>				
	(i) Site clearance	m <sup>2</sup>	1.00		
	(ii) Weed poisoning	m <sup>2</sup>	1.00		
	(iii) Interlock paving (80mm , 25MPA),including sand . bedding, filling, compaction, grouting and sweeping	m <sup>2</sup>	1.00		
	(iv) Construction of concrete edge beam class 15/19Mpa (200mm x 200mm )	m <sup>3</sup>	1.00		
3400	<b>TOTAL CARRIED TO SUMMARY</b>				R

**GREATER LETABA MUNICIPALITY**

**SCHEDULE OF QUANTITIES**

**PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS**

**SCHEDULE A : ROAD CONSTRUCTION**

**SECTION 3500**

Original bill of quantities					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3500	<b>STABILISATION</b>				
35.01	Chemical stabilization extra over unstabilized compacted layers :				
	(a) Base layer, 200 mm thick	m³	1.00		
35.02	Chemical stabilizing agent				
	(a) Ordinary portland cement (2%)	t	1.00		
3500	<b>TOTAL CARRIED TO SUMMARY</b>				R

GREATER LETABA MUNICIPALITY

SCHEDULE OF QUANTITIES

PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS

SCHEDULE A : ROAD CONSTRUCTION

SECTION 3900

Original bill of quantities						
ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3900		<b><u>PATCHING AND POTHOLE REPAIRS, SURFACING AND OVERLAY</u></b>				
39.01		<b>Sawing asphalt or cemented pavement layers for patching</b>				
	LI	(a) Sawing asphalt to an average depth (i) Not exceeding 30 mm	m <sup>2</sup>	1.00		
39.02		<b>Excavation in existing pavements for patch</b>				
		(a) Asphalt layers	m <sup>3</sup>	1.00		
		(b) Cemented layers	m <sup>3</sup>	1.00		
39.03		<b>Backfilling of excavations for patching with</b>				
		(a) Chemically stabilized pavement material (G5) quality material with 2% cement stabilizing agent)	m <sup>2</sup>	1.00		
39/42.02		(b) Asphalt surfacing (continuously graded, medium grading)	t	1.00		
39.04		<b>Compacting the floor of excavation for patch</b>				
			m <sup>2</sup>	1.00		
39/42.04		<b>Tack coat of 30% stable-grade emulsion</b>				
			litre	1.00		
39/42.15		<b>Application of prime coat and or tack coat to the edges of a layer</b>				
			£	1.00		
3900		<b>TOTAL CARRIED TO SUMMARY</b>				R

GREATER LETABA MUNICIPALITY

SCHEDULE OF QUANTITIES

PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS

SCHEDULE A : ROAD CONSTRUCTION

SECTION 4100

Original bill of quantities						
ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4100		<u>PRIME COAT</u>				
41.01		Prime coat				
	(a)	MC 30 cut back bitumen at 0.8l/m2	l	1.00		
41/42.02		Asphalt surfacing material (30mm thick using 60/70 Penetration grade bitumen)				
	(a)	Continuously graded (medium grade)	m <sup>2</sup>	1.00		
4100		TOTAL CARRIED TO SUMMARY				R

GREATER LETABA MUNICIPALITY

SCHEDULE OF QUANTITIES

PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS

SCHEDULE A : ROAD CONSTRUCTION

SECTION 4100

Original bill of quantities						
ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4800		<b>TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS</b>				
B48.03	LI	<b>Slurry seal:</b>				
		(a) Tack coat using 30% bitumen emulsion (stable-grade at an rate of application of 0,8 litre/m2)	litre	1.00		
		(f) Application of slurry for texture improvement with natural or crusher sand, applied by hand(Fine slurry, medium grading)	m²	1.00		
B48.14	LI	<b>Sealing cracks:</b>				
		(a) Cleaning crack with hot compressed air, priming, and sealing using Class C-E1 modified binder crack sealant	m	1.00		
		(b) Cleaning crack with cold compressed air, priming, and sealing using Class CC-E1 modified binder crack sealant	m	1.00		
4800		<b>TOTAL CARRIED TO SUMMARY</b>				R

GREATER LETABA MUNICIPALITY

SCHEDULE OF QUANTITIES

PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS

SCHEDULE A : ROAD CONSTRUCTION

SECTION 5200

Original bill of quantities						
ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5200		<b>GABIONS</b>				
52.01		Foundation trench excavation and backfilling :				
		(b) In all other classes of material	m <sup>3</sup>	1.00		
		Stabilization of 1m deep layer (C4)	m <sup>3</sup>	1.00		
		Compaction of 1m deep layer (in layers not exceeding 200mm)	m <sup>3</sup>	1.00		
52.02		Surface preparaton for bedding the gabions	m <sup>2</sup>	1.00		
52.03	LI	Gabions :				
		(a) Galvanised gabion boxes : Mesh size: 80mm x 80mm Wire diameter : 2.7mm Diaphragm spacing : 1m				
		(i) 4m x 1m x 1m: Galvanised gabion hexagonal woven mesh SABS approved.	m <sup>3</sup>	1.00		
		(ii) 3m x 1m x 1m	m <sup>3</sup>	1.00		
		(iii) 2m x 1m x 1m	m <sup>3</sup>	1.00		
		(iv) 1.5m x 1m x 1m	m <sup>3</sup>	1.00		
		Gabion stone 80mm - 100 mm	m <sup>3</sup>	1.00		
		(c) Galvanised gabion mattresses Mesh size: 80mm x 80mm Wire diameter : 2.7mm Diaphragm spacing : 1m				
		(i) 3m x 1m x 0.3m	m <sup>3</sup>	1.00		
52.04	LI	Filter fabric : (Grade U24 or approved equivalent) SABS approved	m <sup>2</sup>	1.00		
52/51.03B	LI	Grouted Stone Pitching	m <sup>2</sup>	1.00		
5200		TOTAL CARRIED TO SUMMARY				R



GREATER LETABA MUNICIPALITY

SCHEDULE OF QUANTITIES

PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS

SCHEDULE A : ROAD CONSTRUCTION

SECTION 5600

Original bill of quantities						
ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5200		<b>ROAD SIGNS</b>				
B56.01		Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:				
		(c) Prepainted galvanized steel plate (chromadek 1,6 mm thick or approved equivalent):				
		(1) Area not exceeding 2 m <sup>2</sup>	m <sup>2</sup>	1.00		
		(2) Area exceeding 2 m <sup>2</sup> but not 10 m <sup>2</sup>	m <sup>2</sup>	1.00		
56.02		Extra over item 56.01 for using:				
		(a) Background of retro-reflective material of:				
		(i) Class I	m <sup>2</sup>	1.00		
		Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:				
		(i) Class II	m <sup>2</sup>	1.00		
56.03		Road sign supports (overhead road sign structures excluded):				
		(a) Steel tubing	t	1.00		
56.05		Excavation and backfilling for road sign supports	m <sup>3</sup>	1.00		
56.06		Extra over item 56.05 for cement-treated soil backfill	m <sup>3</sup>	1.00		
56.07		Extra over item 56.05 for rock excavation	m <sup>3</sup>	1.00		
56.09	LI	Dismantling, storing and re-erecting road signs with a surface area of:		1.00		
		(a) Up to 2 m <sup>2</sup>	No	1.00		
		(b) Exceeding 2 m <sup>2</sup> but not 10 m <sup>2</sup>	No	1.00		
B56.10	LI	Danger plates at culverts / structures				
		(a) Type W401/W402 back-to-back at culverts (1200mm height)	No	1.00		
5600		<b>TOTAL CARRIED TO SUMMARY</b>				R

GREATER LETABA MUNICIPALITY

SCHEDULE OF QUANTITIES

PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS

SCHEDULE A : ROAD CONSTRUCTION

SECTION 5700

Original bill of quantities							
ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
5700		<u>ROAD MARKINGS</u>					
57.02		Retro-reflective road marking paint					
		(a) White lines (broken or unbroken)					
		(i) 100 mm wide	km	1.00			
		(b) Yellow lines (broken or unbroken)					
		(i) 100 mm wide	km	1.00			
		(d) White lettering and symbols	m <sup>2</sup>	1.00			
		(e) Yellow lettering and symbols	m <sup>2</sup>	1.00			
57.06	LI	Setting out and premarking the lines (Excluding traffic-island markings, lettering and symbols)	km	1.00			
	LI	Speed humps at pedestrian crossings (2.5m wide), complete with marking and permanent signage	no	1.00			
5200		TOTAL CARRIED TO SUMMARY				R	

GREATER LETABA MUNICIPALITY

SCHEDULE OF QUANTITIES

PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS

SCHEDULE A : ROAD CONSTRUCTION

SECTION 8100

Original bill of quantities					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>TESTING MATERIALS AND WORKMANSHIP</u>				
81.02	Other special tests requested by the Engineer:				
	(a) Cost of testing	PC Sum	1.00	10,000.00	10,000.00
	(b) Charge on Prime Cost Sum	%	R 10,000.00		
8100	TOTAL CARRIED TO SUMMARY				R

**GREATER LETABA MUNICIPALITY**

**SCHEDULE OF QUANTITIES**

**HIRING OF PLANT FOR PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS**

Original bill of quantities					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	Grader	hour	1.00		
2	Tipper truck (10m <sup>3</sup> )	day	1.00		
3	10ton smooth roller drum	hour	1.00		
4	Water tanker (10 000l)	day	1.00		
5	Excavator	hour	1.00		
6	Dozer D9	hour	1.00		
7	Pedestrian roller	hour	1.00		
8	Tar cutter small equipment	hour	1.00		
9	Jag hummer small equipment	hour	1.00		
10	Low-bed truck	km	1.00		
11	Tractor Backhoe Loader (TLB)	hour	1.00		
12	Skid Steer Loader (Bobcat)	hour	1.00		
11	Site establishment	Sum	1.00		
	<b>NB: RATES MUST INCLUDE FUEL, OPERATORS AND, SUPERVISION</b>				
	<b>TOTAL CARRIED TO SUMMARY</b>				<b>R</b>

**GREATER LETABA MUNICIPALITY**

**SCHEDULE OF QUANTITIES**

**PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS**

**SUMMARY OF SCHEDULE OF QUANTITIES**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>BILL AMOUNT</b>
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	R
1500	ACCOMMODATION OF TRAFFIC	R
1700	CLEARING AND GRUBBING	R
2200	PREFABICATED CULVERTS	R
2300	CONCRETE KERBING, CHANNELING, CHUTES, DOWNPIPES, AND LININGS FOR OPEN DRAINS	R
3300	MASS EARTHWORKS	R
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	R
3500	STABILISATION	R
3900	PATCHING AND POTHOLE REPAIRS, SURFACING AND OVERLAY	R
4100	PRIME COAT	R
4800	TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS	R
5200	GABIONS	R
5600	ROAD SIGNS	R
5700	ROAD MARKINGS	R
8100	TESTING MATERIAL AND WORKMANSHIP HIRING OF PLANT	R
<b>TOTAL SCHEDULE A : ROAD CONSTRUCTION</b>		<b>R</b>

**GREATER LETABA MUNICIPALITY**



**PROJECT NO: GLM014/2022**

**PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS FOR PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS TO BE APPOINTED ON AN “AS AND WHEN” REQUIRED BASIS FOR THE PERIOD OF THREE (03) YEARS**

SCOPE OF WORK

*Contractor*

*Witness 1*

*Employer*

*Witness 1*

## SCOPE OF WORK

The Greater Letaba Municipality intends to implement a gravel and surface roads maintenance programme by means of appointing service providers on an "as and when required" basis for the period of 36 month.

The components entailed the project are:

- Rip, scarify and compact pavement layers
- Opening of mitre drains and earth fill beams
- Rockfill laying
- Correction of the road pavement layers including stabilisation
- Patching of potholes
- Resealing (Asphalt)
- Paving work repairs for road carriage way and sidewalks using interlocking paving bricks/blocks
- Replacement of kerbs and edge beams
- Sealing of bituminous surface cracks
- Stormwater drainage repairs, cleaning and clearing of debris
- Replacement of road signs and guardrails
- Remarking of road carriage way
- Repairing of gabion boxes for erosion prevention
- Repairing of lock stain concrete blocks for slope protection
- Repairing of concrete lining/V-drains
- Repairing of stone pitching
- Repairing of culverts structures slabs (foundation and floor), head and wings walls
- And any other work as requested by the employer

C3.1.1 ..... Employer's Objectives

The employer desires to fulfil his plan to create better accesses to the community amenities including mainly the business area.

The municipality intends to maintain all gravel and surfaced roads within the municipality jurisdiction.

Contractor

Witness 1

Employer

Witness 2

The employer shall inform the service providers as per request issued with the places and areas which needs maintenance within the jurisdiction of Greater Letaba Municipality.

The client intends to ensure maximum generation of employment in the process of delivering the final product for the end user by adopting labour intensive construction methods.

"Labour Intensive works comprise the activities described in the Labour Intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of works"

The employer's objectives are to deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines.

#### Use of local Workers for LI designated activities

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of this Scope of Work. It shall be compulsory for the bidder to appoint local labour to assist with the maintenance work.

#### Competencies of LI Management and Supervisory staff

Contractors shall engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/Supervisors at NQF "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/Manager at NQF level 4 "Manage labour-intensive Construction Processes" or equivalent QCTO qualifications.

#### Wage Dispute (Contractor default to pay beneficiaries)

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

#### Provision of Hand tools

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions.

#### Reporting requirement of Contractor

The Contractor should submit the following at the beginning of the Contract:

- (a) Contracts of all the workers employed on the contracts including their certified identity documents;
- (b) Proof of Registration for COIDA and UIF;
- (c) OHS Files

Contractor

Witness 1

Employer

Witness 1



The Contractor shall submit monthly returns/reports as specified below:

- (a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Copies of certified identity documents of workers
- (c) Number of persons who have attended training including nature and duration of training provided
- (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework
- (e) Plant utilization returns
- (f) Progress report detailing production output compared to the programme of works with photo reports

NB: Failure to comply to the above statutory requirement will result in the Contractor's payment certificate rejected on the basis of none compliance.

C3.1.2 ..... Overview of the works

The project essentially comprises of the construction of a low level bridge.

Due to the restrictive servitude in some areas, the traffic accommodation will mainly have to be achieved through making use of alternative streets to deviate the traffic from the construction zone.

C3.1.3 ..... Extent of the works

The project is intended to be labour-intensive as far as practically possible for job creation in line with the objectives of the Employer and legislation of the Republic of South Africa.

C.3.1.4 ..... Location of the Works

All works will be done in Greater Letaba Municipality jurisdiction in 30 wards grouped in four (04) clusters (Bellevue, Sekgosese, Kgapane and Mokwakwaila). The appointed service provider will be shown exact location where to perform works as and when required.

The Four cluster are:

1. Bellevue: Comprises of Ward 19,20,21,22,23 and 30
2. Sekgosese: Comprise of Ward 12,13,14,15,16,17,18 and 28
3. Kgapane: Comprises of Ward 02,03,04,05,06,08,09,10 and 29
4. Mokwakwaila: Comprises of Ward 01,07,11,24,25,26 and 27

C3.1.5 ..... Temporary Works

Throughout the period of a temporary trafficable route will have to be provided for the vehicle traffic. All routes to be constructed for this purpose will be gravel roads which will always have to be kept in good riding quality and in an environmentally friendly state. All such detours will be scarified and closed at the end of the construction period.

C3.1.6 ..... General Information

Contractor

Witness 1

Employer

Witness 2

C3.1.6.1 Drawings .....

Drawings or applicable standard drawings will be issued by the Municipality as and when required for specific works.

Further drawings are to be provided on an on-going basis by the Municipality.

Any information in the possession of the contractor, which the municipality requires to complete the as-built drawings, shall be supplied before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Municipality. The engineer will supply all figured dimensions omitted from the drawings.

C.3.1.6.2..... Construction Programme

The expected duration of the contract is 3 years, including special non-working days. However, the Due Completion Date will be calculated according to the contract document, GCC 2015, 2nd Edition from SAICE.

C3.1.6.3 ..... Details of Plant Supervisory Staff

Within two weeks of receipt of notification of the acceptance, the Contractor shall provide the Engineer with:

a) A list of plant to be used on the contract together with the year of manufacture, power output, and registration number of such plant, and

b) ..... A list detailing the supervision to be used by the Contractor. The list shall provide the title of the supervisors (e.g. site agent, foreman, assistant foreman, etc.) and the number of persons on Site with these titles.

The Employer will ensure that sufficient work is planned to enable the Contractor's labour and plant to be reasonably well occupied and so enable the contractor to earn fair compensation throughout the period of the Contract.

The Engineer reserves the right to request changes to the programme of Work, and to request variations in the plant and labour complements on Site. The Engineer further has the prerogative to inspect the plant the Tenderer proposes for ratification.

C3.1.6.4 ..... The Working Day

For the purposes of this contract, a "working day" is defined as being 9 hours in length (excluding any breaks for meals or machine servicing) on Monday to Saturday, excluding public holidays. Work shall take place during daylight hours only.

Depending on the work load and the programme of works, the use of public holidays and Sundays for work shall be discussed beforehand and agreed on between parties.

C3.1.9 ..... Features Requiring Special Attention

Contractor

Witness 1

Employer

Witness 2

C3.1.9.1 ..... Care, Damage and Protection of Existing Services

The contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, buildings, properties, road structures, pipelines, places and things, in the vicinity of the Works and so as not to interfere in any way with the smooth and continuous operation of the existing facilities.

C3.1.9.2 ..... Location of Services

The Contractor's attention is drawn to the fact that information regarding any existing services given on the plans or in the documents is given in good faith and without guarantee. Provision is made for hand-proving of existing services

C3.1.9.4 ..... Dealing with Water

The Contractor shall be responsible for dealing with all water during construction from whatever source, and the cost of de-watering unless otherwise itemised in the Schedule of Quantities shall be deemed to be included in the tender price.

C3.1.9.5 ..... Health and Safety

Annexure A, dealing with Health and Safety should be read in conjunction with this clause. The Contractor shall at all times ensure that his operations do not endanger any member of the public. As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the works.

C3.1.9.6 ..... Drawings

Any information in the possession of the Contractor, which is necessary for the Engineer's Representative to complete his "as-built" drawings, must be submitted to the Engineer's Representative before a certificate of completion will be issued.

The Contractor shall maintain a set of drawings with as-built details marked thereon during the contract.

C3.1.9.8 ..... Employment of Local Labour

It is a requirement of this Contract that local labour is employed wherever possible, and that the Contractor limits the use of non-local employees to key personnel only. Local labour shall be given "on-the-job" training in the various skills required on this contract.

Written contracts shall be entered into with local labour.

The minimum task rate will be in accordance with Government Notice: R. 872 Basic Conditions of Employment Act (75/1997): Amendment of Sectoral Determination 2: Civil Engineering Sector. A task is taken to be then amount of work which would be performed by a person working at an average pace through a work day of approximately 9 hours.

The ward councillor, will co-ordinate the recruitment of labour from the community.

C3.1.9.9 ..... Labour Intensive Activities

The Contractor should endeavour to use labour in accordance with the Labour Intensive Specification. This is likely to include labour intensive methods for the following activities:

(a) Paving

Contractor

Witness 1

Employer

Witness 2

- (b) earthworks
- (c) Concrete lined V drain
- (d) Fencing
- (e) Stone pitching
- (f) Patching of potholes

3.1.9.11 ..... Care of the Environment

The Contractor shall ensure that all his operations on site are carried out in an environmentally responsible manner. The Tendered rates (if applicable) will be deemed to cover the costs associated with compliance with this requirement. Where work is undertaken in lands that will be cultivated the topsoil must be stockpiled and replaced.

C3.3 CONSTRUCTION

C3.3.1 STANDARD SPECIFICATIONS

(a) The following specifications shall apply for the construction of the Works.

(i) ..... The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of ..... Civil Engineers.

SAICE ..... Tel: (011) 805-5947

Waterfall Park / Postnet Suite 81 ..... Fax: (011) 805-5971

Howick Gardens/ Private Bag X65

Vorna Valley / Halfwayhouse ..... Contact Person : Angeline Aylward

Becker Street/ 1685

Midrand

(b) SABS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

(c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.

(d) Latest Sabita Manual, Manual 25 entitled "Quality Management in the Handling and Transport of Bituminous Binders".

C3.3.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

C3.3.2.1 General Conditions of Contract Referred to in the Standard Specifications

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract

Contractor

Witness 1

Employer

Witness 2

for Construction Works 2015, Second Edition. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

Clause No. in the Standard Specifications.....	Clause No. in COLTO General ConditionsEquivalent	Clause No. in General Conditions of Contract 2015
120215	5.6.1	
120614	Deleted	
120952	6.10.1	
121054	5.14.1	
1212(1)	49 .....	6.8
121545	5.12.1	
121735	8.2	
130349	6.8	
130353	6.11	
130312	5.3	
130345	5.12.1	
140340(1)	.....	6.5
150540	6.5	
31.03	40 .....	6.5
3204(b)	40 .....	6.5
3303(b)	2 .....	3
5803(c)	40 .....	6.5
5805(d)	40 .....	6.5
6103(c)	40 .....	6.5
Item 83.03	.....	22 5.15
ALL SECTIONS	.....	48 6.6

### C3.3.2.2 Amendments to the Standard Specifications

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).

### C3.3.2.3 Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications and amendments of the standard specifications required for this particular contract.

Contractor

Witness 1

Employer

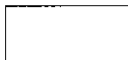
Witness 2


The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.


Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

  
Contractor

  
Witness 1

  
Employer

  
Witness 2

**GREATER LETABA MUNICIPALITY**



**PROJECT NO: GLM014/2022**

**PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS FOR PREVENTATIVE MAINTENANCE OF GRAVEL AND SURFACED ROADS TO BE APPOINTED ON AN “AS AND WHEN” REQUIRED BASIS FOR THE PERIOD OF THREE (03) YEARS**

**SITE INFORMATION**

**T1.1 : SITE INFORMATION**

*Contractor*

*Witness 1*

*Employer*

*Witness 1*

## SITE INFORMATION

The Greater Letaba Municipality is located in the Limpopo Province within the Mopani District Municipality. It is one of the five (5) Local Municipalities falling within the Mopani District. The Municipality covers approximately 1 891 km<sup>2</sup> in area with an estimated population of 218 030 people (Community Survey 2016). The area consists of 04 clusters that have been demarcated into 30 wards. The Municipality is responsible for the Implementation of Road Infrastructure Projects and the maintenance thereof within the its area of jurisdiction.

The projects location will be issued together with the works order or allocation of works.

### PROJECT LOCATION

All works will be done in Greater Letaba Municipality jurisdiction in 30 wards grouped in four (04) clusters (Bellevue, Sekgosese, Kgapanne and Mokwakwaila). The appointed service provider will be shown exact location where to perform works as and when required.

The Four cluster are:

1. Bellevue: Comprises of Ward 19,20,21,22,23 and 30

The highlight areas include the following:

- Bellevue
- Mohlabaneng
- Ramaroka
- Mothobeki
- Maphaale
- Nakampe
- Maupa

2. Sekgosese: Comprise of Ward 12,13,14,15,16,17,18 and 28

The highlight areas include the following:

- Senwamokgope
- Sekgosese
- Lemondokop
- Phooko/Raphahlelo
- Mamaila-Kolobetone
- Sefhukubje
- Rotterdam
- Thakgalang

3. Kgapanne: Comprises of Ward 02,03,04,05,06,08,09,10 and 29

The highlight areas include the following:

- Kgapanne
- Rapitsi
- Bodupe
- Modubung
- Sekgopo
- Modjadjiskloof

Contractor

Witness 1

Employer

Witness 2



4. Mokwakwaila: Comprises of Ward 01,07,11,24,25,26 and 27

The highlight areas include the following:

- Abel
- Jokong
- Block 18
- Mokwakwaila
- Iketleng
- Sehlakong
- Matshwi

**TOPOGRAPHY & TERRAIN**

n/a.


**CLIMATIC CONDITIONS**


n/a

**LOCALITY MAP**

n/a.

  
Contractor

  
Witness 1

  
Employer

  
Witness 2