

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)					
BID NUMBER:	LDPWRI-ROADS/20058	CLOSING DATE:	25 MAY 2021	CLOSING TIME:	11H00
DESCRIPTION	SUPPLY, DELIVERY AND OFFLOAD OF ROAD SIGNS IN ALL FIVE DISTRICTS FOR A PERIOD OF 36 MONTHS – TERM CONTRACT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE.					
Physical address: CNR RIVER & BLAAUBERG STREET LADANNA 0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MOLOTO MV	CONTACT PERSON	MALULEKE L		
TELEPHONE NUMBER	015 284 7142	TELEPHONE NUMBER	015 284 7294		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	molotoMV@dpw.limpopo.gov.za	E-MAIL ADDRESS	malulekeL@dpw.limpopo.gov.za		
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

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

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

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

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

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

SBD 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 11:00	Closing date.....

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

ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
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- Required by:
- At:
- Brand and model:.....
- Country of origin:
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s):
- Period required for delivery:
- Delivery: *Firm/not firm

** "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

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

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

Where:

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

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

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

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means -

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** 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 Contributor.

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

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

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

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

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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 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 or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) 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, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Structural steel	100%
Steel bolts & nuts	100%
Steel plate & steel profiles	100%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

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

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

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

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

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

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

(b) I have satisfied myself that:

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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 (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
.....

Signature

Date

.....
.....

Position

Name of Bidder

Js914w 2

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

SUPPLY, DELIVERY AND OFFLOADING OF ROAD SIGNS FOR A PERIOD OF 36 MONTHS IN CAPRICORN, MOPANI, SEKHUKHUNE, VHEMBE AND WATERBERG DISTRICT IN THE LIMPOPO PROVINCE: LDPWRI-ROADS/

1. BRIEF BACKGROUND

The Department have the responsibility of providing the road signs to the road network to inform and warn road users. When road signs get damaged or lose their reflectiveness, they are always replaced to keep the road network safe and informative. The road signs are required for the installation by through the departmental road maintenance teams across the Limpopo Province on an as and when a need arise basis.

1.2 DESCRIPTION OF CONTRACT

This contract is for the procurement of road traffic signs for the Limpopo Department of Public Works, Road & Infrastructure Government.

The supplier will be responsible for supply, delivery and offloading.

1.2.1 The delivery points of the road traffic signs will be as follows:

DISTRICT	Delivery Point
Capricorn District:	Sandrivier Cost Centre
	Mogwadi Cost Centre
Mopani District:	Giyani Cost Center
	Tzaneen Cost Centre
Sekhukhune District	Groblersdal Cost Centre
	Mecklenberg Cost Centre
Vhembe District	Thohoyandou Cost Centre
	Makhado Cost Centre
Waterberg District	Modimolle Cost Centre
	Thabazimbi Cost Centre
	Lephalale Cost Centre
	Mokopane Cost Centre

1.2.2 Rate of delivery

After the road traffic signs are ordered, the supplier must deliver them within 30 working days. Deviations from this period of deliverance will only be permitted with the District Roads Engineer's permission. If a supplier cannot deliver the product within the agreed upon period, the product may be procured from another supplier and any difference in price may be recovered from the original supplier.

Delivery of the material may take place only from 08:00 to 16:00 from Mondays to Fridays. Deliveries made outside the hours stated above will not be certified for payment, even if a delivery Note is signed.

*Note: own labour must be supplied for offloading.

The signing of the delivery note does not mean that the quality or quantity of the material has been accepted but serves merely as proof that material has been delivered.

Procedure

Where applicable the following shall apply:

- (i) The supplier will be provided with detailed design(s).
- (ii) The design shall detail the different colours, classes of material, letter styles, letter sizes, types and sizes of borders and arrows, intermediate spaces between elements of the sign face (borders, arrows, route numbers, names, symbols, etc.), total length, total height and total area for every combination of background and legend classes of material and the design shall comply with the South African Road Traffic Signs Manual.
- (iii) All orders shall be issued on standard purchase order forms from the Department and they will clearly indicate the date of the order and the expected date of delivery.

- (iii) Payment can only be effected once the invoice, delivery note, and order have been correlated. The Invoice shall be quantified and priced according to the payment items of the contract. The invoice must be prepared, with all the relevant information as the original order.

2.1. SPECIFICATIONS FOR ROAD TRAFFIC SIGNS.

The signs shall be of the standard regulatory, warning, guidance and information signs as detailed on the drawings and shall be fabricated in accordance with the South African Road Traffic Signs Manual (SARTSM), except where otherwise indicated on the drawings and the project specifications. All materials shall comply with the specifications as set out in following SANS documents:

- SANS 1519-1:2014 for Retro-reflective sheeting,
 - SANS 1519-2: 2004 for Road signs performance requirements and
 - SA Road Traffic Signs Manual Volume 1 and 4
- a) **Structural steel.**
- The structural steel must comply with the requirements of BS4360 for the type of steel specified.
 - Channels, square tubes, angle irons and other steel members on the reverse side of the sign boards and steel tubes for sign supports shall be coated in accordance with sub- clause 5603(a) from COTO.
- b) **Bolts, nuts and rivets.**
- Steel bolts and nuts shall comply with SABS 135 or SABS 1143.
 - All steel bolts, nuts and washers shall have a hot-dip (galvanized) zinc coating which complies with the requirements of SABS 763 for coating on type C2 articles.
 - Blind rivets used for fixing road sign boards to square-tubing framework shall be at least 4.65mm rivets manufactured from coated material that will not cause corrosion through electrolytic action.
- c) **Steel plate and steel profiles.**

- Steel plate for road signs shall be 1.4mm thick prepainted galvanized steel plate which has been treated on both sides with an epoxy primer followed by a silicon polyester topcoat.
 - The reverse side of STOP sign R1 and all its derivatives shall be painted white.
 - The reverse side of all other signs shall be dark grey.
 - Standard sign profiles shall be 200mm sections with a thickness of 1.0mm manufactured from prepainted galvanized mild steel substrate.
- d) Other plate material.**
- Temporary road works delineators' signs TW401 and TW402 shall be manufactured from flexible material and shall comply with the requirements of SABS 1555.
- e) Retro-reflective material**
- Retro –reflective material shall be Diamond/Engineer Grade Class iii.
- f) Sizes of the road signs.**
- The road signs will be for the 100-120km/h speed limit.
 - All signs except where indicated otherwise shall be 1200mm.
 - All signs must be supported by steel square tubing, channels steel or angle steel.

3. TESTING MATERIALS AND WORKMANSHIP

3.1. TESTS ON RETRO-REFLECTIVE MATERIAL FOR USE ON ROAD SIGNS

a) Sampling

- The Supplier will provide access to, and assist the District Roads Engineer, to take two sets of random samples of the various retro-reflective and non-reflective materials to be used on the contract for testing. The District Roads Engineer reserves the right to submit such samples to full or partial testing in accordance with SANS 1519 and/or CKS 191, or to retain such samples as contract samples in accordance with subclause 14.8 of VST 36.

- The District Roads Engineer may at any time during the course of the contract take further samples of retro-reflective and non-reflective materials as considered necessary for testing.

b) Durability

For the purposes of this contract, the durability categories stipulated in SANS 1519 shall be interpreted as follows: retro-reflective and non-reflective material shall be of durability category A for seven year, grade materials or durability category B for material exceeding seven year grades.

c) Acceptance criteria

- Subject to the compliance with all other testing in accordance with SABS 1519, the retro-reflective and non-reflective material can be deemed to comply with the requirements of SANS 1519 paragraph 3.2.4(b) where: (paragraphs refer to SANS 1519):
 - i) Evidence of accelerated natural weathering in accordance with Par. 5.5 from testing authorities recognized by the Client shows compliance with the relevant requirements of 3.2.1(c), 3.2.2(b) and 3.2.3 if tested under Southern African climatic conditions; or
 - ii) Evidence of natural weathering in the field under Southern African climatic conditions for at least 50% of the material's design life from testing authorities recognized by the Client shows no sign (after appropriate tests and examination) of being unable to comply with the requirements should they be exposed for the full design period, or;
 - iii) Specimens that have been exposed to the test in Par 5.5 for at least half the required period, show no indications (after appropriate tests and examination) of being unable to comply with the requirements should they be exposed for the full test period. In the case of material submitted for approval on the basis of (c)(i) above, the Official may require a performance guarantee as security for the satisfactory performance of the material.

- iv) The guarantee shall be subject to the Client's approval and such conditions as may be deemed necessary. The cost of providing a guarantee as well as the stamp duty thereon shall be for the contractor's account.
 - v) Approval granted on the basis of (c)(ii) above will be withdrawn for further use if failures occur before completion of the full test period of natural weathering.
 - vi) Approval granted on the basis of (c)(iii) above will be withdrawn for further use if failures occur before completion of the full test period of accelerated natural weathering described under paragraph 5.5 (SANS 1519).
- d) **Field testing**

The Client reserves the right to test road signboards and/or the material thereon using suitable portable equipment. Such results shall be considered sufficient to rule on the acceptance of materials used on this contract.

All costs involved with testing shall be for the Client's account unless the supplier disputes the Client's results

3.2. LIFE SPAN OF ROAD SIGNS

The Client requires a sign life of the signboard of at least the warranty life of the highest-class retro reflective material on the sign, from the date of manufacture of the sign. Should a sign not last the prescribed period, the following remedial actions shall be taken:

- (I) If failure due to natural causes occurs within three years after manufacture, the sign shall be re-manufactured by the supplier and delivered to the site where it was taken from, at no cost to the Client.

- (ii) If failure due to natural causes occurs within a period of three to seven years after manufacture, the supplier shall restore the sign to acceptable functionality at no cost to the Client.

4. PRICING SCHEDULE

The unit rates of road traffic sign boards shall include the following:

- Supply,
- Delivery;
- Labour; and
- All other unspecified costs.

ITEM 1 and ITEM 2

- a) Road signboards with painted or coloured semi-matt background.
Symbols, lettering and borders in semi matt black or in Class 1 retro reflective material, where the signboard is made of galvanized mild steel profiles or Galvanized steel plate (1.0mm thick – chromadek or approved equivalent)

ITEM 3

Fastening clamps (Galvanised Unistrut or approved equivalent):

Diameter	Unit:
Pole diameter 75 mm and less	Number
Pole diameter 75 mm - 100 mm	Number
Pole diameter 100 mm - 125 mm	Number
Pole diameter 125 mm - 150 mm	Number

The unit of measurement shall be the number of fastening clamps.

The tendered rate shall include full compensation for supplying and delivering the fastening clamps, complete with bolts and washers as per the

manufacturer's specification.

ITEM 4

Pre-cut symbols, lettering, numbers, arrows or emblems in semi-matt black vinyl or retro-reflective material with a pressure sensitive adhesive backing:

Material	Unit:
Semi-matt black vinyl	square meter (m ²)
Class I material - (all colours)	square meter (m ²)
Class II material - (all colours)	square meter (m ²)
Class III material - (all colours)	square meter (m ²)
Class IV material - (all colours)	square meter (m ²)

The unit of measurement shall be the square meter area of the smallest rectangle that would cover the individual items(s) ordered. The tendered rate shall include full compensation for cutting, supplying and delivering of the symbols, lettering, numbers, arrows or emblems complete as specified.

● **ITEM 5**

Triangular signs complete as per specifications, manufactured from pre-painted galvanized steel plate (Chromadek or approved equivalent) with a fully reflectorized background in Class I retro reflective material.

Size	Unit:
600 mm sides	Number
900 mm sides	Number
1200 mm sides	Number
1500 mm sides	Number

The unit of measurement shall be per complete delivered sign.

- **ITEM 6**

Circular and octagonal signs complete as per specifications, manufactured from pre-painted galvanized steel plate (Chromadek or approved equivalent) with a fully reflectorized background in Class I retro reflective material.

Size	Unit:
600 mm diameter	Number
900 mm diameter	Number
1200 mm diameter	Number

The unit of measurement shall be per complete delivered sign.

- **ITEM 7**

Danger Plate (W401/TW401)

Rectangular signs complete as per specifications, manufactured from pre-painted galvanized steel plate (Chromadek or approved equivalent) with a fully reflectorized background in Class I retro reflective material

Size	Unit:
600mm x 150mm	Number
800mm x 200mm	Number
1200mm x 300mm	Number

The unit of measurement shall be per complete delivered sign

- **ITEM 8**

Chevrons (W405)

Square signs complete as per specifications, manufactured from pre-painted galvanized steel plate (Chromadek or approved equivalent) with a fully reflectorized background in Class I retro reflective material

Size	Unit:
450mm x 450mm	Number
600mm x 600mm	Number
900mm x 900mm	Number
Pole diameter 125 mm - 150 mm	Number

The unit of measurement shall be per complete delivered sign

- **ITEM 9**

Guardrail (V-Reflectors)

V- Shaped reflective plates shall be manufactured from 1.5mm thick mild steel plate. The outer surface shall be coated with engineering-grade retro-reflective material which complies with the provisions of SABS 1519.

Size

Unit

75mm X 75mm

Number

The unit of measurement shall be per complete delivered reflector

- **ITEM 10**

Reference Km Markers

Standard size of reference marker board to be 420x300 x1.4mm thick pre-painted galvanized mild steel plate. All marker boards shall be manufactured using Class 1 white retroreflective material on a green semi-matt background.

Size

Unit:

420 x 300 x 1.4

Number

The unit of measurement shall be per complete delivered sign

- **ITEM 16**

Road Stud Design

The shape of the shank must be designed to stop tilting, rotation and sinking. The length designed in such a way that the shank does not sink through into the loose material below, causing rotation.

Rust Protection (Galvanised Cast Iron)

The studs body should be 'hot dip' galvanised as this is the strongest method with which to protect metal from rusting

Solar Powered Road Studs

The studs that use solar power and illuminates at night time, either flashing or none flashing.

Colours

Supplier must be able to supply all colours (a) white / white, b) white / red, c) red / red and d) red / yellow).

Reflectivity

Road studs must be 23 / 23 Glass reflective elements both sides.

SCHEDULE OF QUANTITIES

Notes:

- i. *The base month is April 2021 (or the month prior to the month in which the closing date of the tender falls).*
- ii. *Year 2 and Year 3 prices will be adjusted from base year and in accordance with the Contract Price Adjustment (CPA) formula [SBD 3.2].*
- iii. *Bidder shall complete the schedule of quantities in full, and in areas (districts) where there is no intention to bid, it must be indicated as such (and no space shall be left open).*
- iv. *The Department reserves the right to negotiate the price.*
- v. *The awarding of the bid shall be per district and the awarding will be limited to one district per bidder.*
- vi. *All signs must have channel stiffeners at the back for clamps.*

4.1. CAPRICORN DISTRICT

Item No.	Description	Unit	Unit Rate
1	Road signboards with Class 1 retro-reflective background. Symbols, lettering and borders in Semimatt black or in Class 1 retro reflective material, where the sign board is constructed from:	-	-
a)	Galvanized steel plate (1.4mm thick- chromadek or approved equivalent)	-	-
i	area not exceeding 2m ²	m ²	
ii	area exceeding 2m ² but not 5m ²	m ²	
iii	Area exceeding 5m ² but not 10m ²	m ²	
iv	area exceeding 10m ²	m ²	
b)	Galvanized steel profiles (1.0mm thick, 200mm high chromadek or approved equivalent):	-	-
i	area not exceeding 2m ²	m ²	
ii	area exceeding 2m ² but not 5m ²	m ²	
iii	Area exceeding 5m ² but not 10m ²	m ²	
iv	area exceeding 10m ²	m ²	
2	Road signboards with Class 1 retro-reflective background. Symbols, lettering and borders in Semimatt black or in Class 1 retro reflective material, where the sign board is constructed from:	-	-
	Galvanized steel plate (1.4mm thick- chromadek or approved equivalent)	-	-
a)	Background of retro-reflective material:	-	-
i	Class III	m ²	
ii	Class IV	m ²	
3	Fastening Clamps (Galvanized Unitrust or approved equivalent):	-	-
a)	Pole diameter 75mm and less	No.	
b)	Pole diameter 75mm - 100mm	No.	
c)	Pole diameter 100mm - 125mm	No.	
d)	Pole diameter 125mm - 150mm	No.	
4	Pre-cut symbols, lettering, numbers, arrows or emblems in semi-matt black vinyl or retro-reflective material with a pressure sensitive adhesive backing	-	-
a)	Semi-matt black vinyl	m ²	
b)	Class I material (all colours)	m ²	
c)	Class II material (all colours)	m ²	
d)	Class IV material (all colours)	m ²	
Sub Total			
Item No.	Description	Unit	Unit Rate
5	Triangular Signs (W-Series) Complete:	-	-

a)	600mm sides	No.	
b)	900mm sides	No.	
c)	1200mm sides	No.	
d)	1500mm sides	No.	
5-1	Triangular Signs (TW-Series) Mounted on stand:	-	-
a)	600mm sides	No.	
b)	900mm sides	No.	
c)	1200mm sides	No.	
d)	1500mm sides	No.	
6	Circular and octagonal signs (R-series) Complete:	-	-
a)	600mm diameter	No.	
b)	900mm diameter	No.	
c)	1200mm diameter	No.	
6-1	Circular and octagonal signs (TR-series) Mounted on stand:	-	-
a)	600mm diameter	No.	
b)	900mm diameter	No.	
c)	1200mm diameter	No.	
7	Danger Plates (W401 & W402)	-	-
a)	600mmx150mm	No.	
b)	800mmx 200mm	No.	
c)	1200mmx300mm	No.	
d)	Square tubing of 50mmx50mm x1800mm with base of pin of 300mm long x10mm diameter for danger plates	No.	
8	Chevrons (W405 & W406)	-	-
a)	450mmx450mm	No.	
b)	600mmx600mm	No.	
c)	900mmx900mm	No.	
9	Guardrail Reflectors;	-	-
a)	75mm x 75mm	No.	
Sub Total			

Item No.	Description	Unit	Unit Rate
10	Reference km markers	-	-
a)	420mm x 300mm	No.	
11	Red Safety Flag 3M Reflective (Complete with handle stick)	-	-
a)	600mm x 600mm	No.	
12	Road Traffic Cones	-	-
a)	450mm	No.	
b)	750mm	No.	
13	Barrier Tape	-	-
a)	500m	No.	

14	Delineators (TW401 & TW402) single on stands	-	-
a)	600mmx150mm	No.	
b)	800mmx 200mm	No.	
c)	1200mmx300mm	No.	
15	Delineators (TW401 & TW402)double sided on stands	-	-
a)	600mmx150mm	No.	
b)	800mmx 200mm	No.	
c)	1200mmx300mm	No.	
16	Specifications for road studs, epoxy and guard rail reflectors.	-	-
a)	Galvanized cast iron studs with anchor shank	No.	
b)	Aluminium studs with anchor shank	No.	
c)	Plastic studs with anchor shank	No.	
d)	Solar studs: plastic, aluminium or galvanized with or without anchor shank	No.	
e)	Epoxy	L	
15	Testing of material and workmanship	Prov Sum	
Sub Total			
Total			
VAT-15%(Where Applicable)			
Grand Total(Tender Amount –Capricorn District)			

4.2. MOPANI DISTRICT

Item No.	Description	Unit	Unit Rate
1	Road signboards with Class 1 retro-reflective background. Symbols, lettering and borders in Semimatt black or in Class 1 retro reflective material, where the sign board is constructed from:	-	-
a)	Galvanized steel plate (1.4mm thick- chromadek or approved equivalent)	-	-
i	area not exceeding 2m ²	m ²	
ii	area exceeding 2m ² but not 5m ²	m ²	
iii	Area exceeding 5m ² but not 10m ²	m ²	
iv	area exceeding 10m ²	m ²	
b)	Galvanized steel profiles (1.0mm thick, 200mm high chromadek or approved equivalent):	-	-
i	area not exceeding 2m ²	m ²	
ii	area exceeding 2m ² but not 5m ²	m ²	
iii	Area exceeding 5m ² but not 10m ²	m ²	

iv	area exceeding 10m ²	m ²	
2	Road signboards with Class 1 retro-reflective background. Symbols, lettering and borders in Semimatt black or in Class 1 retro reflective material, where the sign board is constructed from:	-	-
	Galvanized steel plate (1.4mm thick- chromadek or approved equivalent)	-	-
a)	Background of retro-reflective material:	-	-
i	Class III	m ²	
ii	Class IV	m ²	
3	Fastening Clamps (Galvanized Unitrust or approved equivalent):	-	-
a)	Pole diameter 75mm and less	No.	
b)	Pole diameter 75mm - 100mm	No.	
c)	Pole diameter 100mm - 125mm	No.	
d)	Pole diameter 125mm - 150mm	No.	
4	Pre-cut symbols, lettering, numbers, arrows or emblems in semi-matt black vinyl or retro-reflective material with a pressure sensitive adhesive backing	-	-
a)	Semi-matt black vinyl	m ²	
b)	Class I material (all colours)	m ²	
c)	Class II material (all colours)	m ²	
d)	Class IV material (all colours)	m ²	
Sub Total			
Item No.	Description	Unit	Unit Rate
5	Triangular Signs (W-Series) Complete:	-	-
a)	600mm sides	No.	
b)	900mm sides	No.	
c)	1200mm sides	No.	
d)	1500mm sides	No.	
5-1	Triangular Signs (TW-Series) Mounted on stand:	-	-
a)	600mm sides	No.	
b)	900mm sides	No.	
c)	1200mm sides	No.	
d)	1500mm sides	No.	
6	Circular and octagonal signs (R-series) Complete:	-	-
a)	600mm diameter	No.	
b)	900mm diameter	No.	
c)	1200mm diameter	No.	
6-1	Circular and octagonal signs (TR-series) Mounted on stand:	-	-
a)	600mm diameter	No.	
b)	900mm diameter	No.	
c)	1200mm diameter	No.	

7	Danger Plates (W401 & W402)	-	-
a)	600mmx150mm	No.	
b)	800mmx 200mm	No.	
c)	1200mmx300mm	No.	
d)	Square tubing of 50mmx50mm x1800mm with base of pin of 300mm long x10mm diameter for danger plates	No.	
8	Chevrons (W405 & W406)	-	-
a)	450mmx450mm	No.	
b)	600mmx600mm	No.	
c)	900mmx900mm	No.	
9	Guardrail Reflectors;	-	-
a)	75mm x 75mm	No.	
Sub Total			

Item No.	Description	Unit	Unit Rate
10	Reference km markers	-	-
a)	420mm x 300mm	No.	
11	Red Safety Flag 3M Reflective (Complete with handle stick)	-	-
a)	600mm x 600mm	No.	
12	Road Traffic Cones	-	-
a)	450mm	No.	
b)	750mm	No.	
13	Barrier Tape	-	-
a)	500m	No.	
14	Delineators (TW401 & TW402) single on stands	-	-
a)	600mmx150mm	No.	
b)	800mmx 200mm	No.	
c)	1200mmx300mm	No.	
15	Delineators (TW401 & TW402)double sided on stands	-	-
a)	600mmx150mm	No.	
b)	800mmx 200mm	No.	
c)	1200mmx300mm	No.	
16	Specifications for road studs, epoxy and guard rail reflectors.	-	-
a)	Galvanized cast iron studs with anchor shank	No.	
b)	Aluminium studs with anchor shank	No.	
c)	Plastic studs with anchor shank	No.	
d)	Solar studs: plastic, aluminium or galvanized with or without anchor shank	No.	
e)	Epoxy	L	

17	Testing of material and workmanship	Prov Sum	
		Sub Total	
		Total	
		VAT-15%(Where Applicable)	
		Grand Total(Tender Amount –Mopani District)	

4.3. SEKHUKHUNE DISTRICT

Item No.	Description	Unit	Unit Rate
1	Road signboards with Class 1 retro-reflective background. Symbols, lettering and borders in Semimatt black or in Class 1 retro reflective material, where the sign board is constructed from:	-	-
a)	Galvanized steel plate (1.4mm thick- chromadek or approved equivalent)	-	-
i	area not exceeding 2m ²	m ²	
ii	area exceeding 2m ² but not 5m ²	m ²	
iii	Area exceeding 5m ² but not 10m ²	m ²	
iv	area exceeding 10m ²	m ²	
b)	Galvanized steel profiles (1.0mm thick, 200mm high chromadek or approved equivalent):	-	-
i	area not exceeding 2m ²	m ²	
ii	area exceeding 2m ² but not 5m ²	m ²	
iii	Area exceeding 5m ² but not 10m ²	m ²	
iv	area exceeding 10m ²	m ²	
2	Road signboards with Class 1 retro-reflective background. Symbols, lettering and borders in Semimatt black or in Class 1 retro reflective material, where the sign board is constructed from:	-	-
	Galvanized steel plate (1.4mm thick- chromadek or approved equivalent)	-	-
a)	Background of retro-reflective material:	-	-
i	Class III	m ²	
ii	Class IV	m ²	
3	Fastening Clamps (Galvanized Unitrust or approved equivalent):	-	-
a)	Pole diameter 75mm and less	No.	
b)	Pole diameter 75mm - 100mm	No.	
c)	Pole diameter 100mm - 125mm	No.	
d)	Pole diameter 125mm - 150mm	No.	
4	Pre-cut symbols, lettering, numbers, arrows or emblems in semi-matt black vinyl or retro-reflective material with a pressure sensitive adhesive backing	-	

			-
a)	Semi-matt black vinyl	m ²	
b)	Class I material (all colours)	m ²	
c)	Class II material (all colours)	m ²	
d)	Class IV material (all colours)	m ²	
Sub Total			

Item No.	Description	Unit	Unit Rate
5	Triangular Signs (W-Series) Complete:	-	-
a)	600mm sides	No.	
b)	900mm sides	No.	
c)	1200mm sides	No.	
d)	1500mm sides	No.	
5-1	Triangular Signs (TW-Series) Mounted on stand:	-	-
a)	600mm sides	No.	
b)	900mm sides	No.	
c)	1200mm sides	No.	
d)	1500mm sides	No.	
6	Circular and octagonal signs (R-series) Complete:	-	-
a)	600mm diameter	No.	
b)	900mm diameter	No.	
c)	1200mm diameter	No.	
6-1	Circular and octagonal signs (TR-series) Mounted on stand:	-	-
a)	600mm diameter	No.	
b)	900mm diameter	No.	
c)	1200mm diameter	No.	
7	Danger Plates (W401 & W402)	-	-
a)	600mmx150mm	No.	
b)	800mmx 200mm	No.	
c)	1200mmx300mm	No.	
d)	Square tubing of 50mmx50mm x1800mm with base of pin of 300mm long x10mm diameter for danger plates	No.	
8	Chevrons (W405 & W406)	-	-
a)	450mmx450mm	No.	
b)	600mmx600mm	No.	
c)	900mmx900mm	No.	
9	Guardrail Reflectors;	-	-
a)	75mm x 75mm	No.	
Sub Total			

Item No.	Description	Unit	Unit Rate
10	Reference km markers	-	-
a)	420mm x 300mm	No.	
11	Red Safety Flag 3M Reflective (Complete with handle stick)	-	-
a)	600mm x 600mm	No.	
12	Road Traffic Cones	-	-
a)	450mm	No.	
b)	750mm	No.	
13	Barrier Tape	-	-
a)	500m	No.	
14	Delineators (TW401 & TW402) single on stands	-	-
a)	600mmx150mm	No.	
b)	800mmx 200mm	No.	
c)	1200mmx300mm	No.	
15	Delineators (TW401 & TW402)double sided on stands	-	-
a)	600mmx150mm	No.	
b)	800mmx 200mm	No.	
c)	1200mmx300mm	No.	
16	Specifications for road studs, epoxy and guard rail reflectors.	-	-
a)	Galvanized cast iron studs with anchor shank	No.	
b)	Aluminium studs with anchor shank	No.	
c)	Plastic studs with anchor shank	No.	
d)	Solar studs: plastic, aluminium or galvanized with or without anchor shank	No.	
e)	Epoxy	L	
17	Testing of material and workmanship	Prov Sum	
Sub Total			
Total			
VAT-15%(Where Applicable)			
Grand Total(Tender Amount –Sekhukhune District)			

4.4. VHEMBE DISTRICT

Item No.	Description	Unit	Unit Rate
1	Road signboards with Class 1 retro-reflective background. Symbols, lettering and borders in Semimatt black or in Class 1 retro reflective	-	-

	material, where the sign board is constructed from:		
a)	Galvanized steel plate (1.4mm thick- chromadek or approved equivalent)	-	-
i	area not exceeding 2m ²	m ²	
ii	area exceeding 2m ² but not 5m ²	m ²	
iii	Area exceeding 5m ² but not 10m ²	m ²	
iv	area exceeding 10m ²	m ²	
b)	Galvanized steel profiles (1.0mm thick, 200mm high chromadek or approved equivalent):	-	-
i	area not exceeding 2m ²	m ²	
ii	area exceeding 2m ² but not 5m ²	m ²	
iii	Area exceeding 5m ² but not 10m ²	m ²	
iv	area exceeding 10m ²	m ²	
2	Road signboards with Class 1 retro-reflective background. Symbols, lettering and borders in Semimatt black or in Class 1 retro reflective material, where the sign board is constructed from:	-	-
	Galvanized steel plate (1.4mm thick- chromadek or approved equivalent)	-	-
a)	Background of retro-reflective material:	-	-
i	Class III	m ²	
ii	Class IV	m ²	
3	Fastening Clamps (Galvanized Unitrust or approved equivalent):	-	-
a)	Pole diameter 75mm and less	No.	
b)	Pole diameter 75mm - 100mm	No.	
C)	Pole diameter 100mm - 125mm	No.	
d)	Pole diameter 125mm - 150mm	No.	
4	Pre-cut symbols, lettering, numbers, arrows or emblems in semi-matt black vinyl or retro-reflective material with a pressure sensitive adhesive backing	-	-
a)	Semi-matt black vinyl	m ²	
b)	Class I material (all colours)	m ²	
c)	Class II material (all colours)	m ²	
d)	Class IV material (all colours)	m ²	
Sub Total			
Item No.	Description	Unit	Unit Rate
5	Triangular Signs (W-Series) Complete:	-	-
a)	600mm sides	No.	
b)	900mm sides	No.	
c)	1200mm sides	No.	
d)	1500mm sides	No.	
5-1	Triangular Signs (TW-Series) Mounted on stand:	-	-

a)	600mm sides	No.	
b)	900mm sides	No.	
c)	1200mm sides	No.	
d)	1500mm sides	No.	
6	Circular and octagonal signs (R-series) Complete:	-	-
a)	600mm diameter	No.	
b)	900mm diameter	No.	
c)	1200mm diameter	No.	
6-1	Circular and octagonal signs (TR-series) Mounted on stand:	-	-
a)	600mm diameter	No.	
b)	900mm diameter	No.	
c)	1200mm diameter	No.	
7	Danger Plates (W401 & W402)	-	-
a)	600mmx150mm	No.	
b)	800mmx 200mm	No.	
c)	1200mmx300mm	No.	
d)	Square tubing of 50mmx50mm x1800mm with base of pin of 300mm long x10mm diameter for danger plates	No.	
8	Chevrons (W405 & W406)	-	-
a)	450mmx450mm	No.	
b)	600mmx600mm	No.	
c)	900mmx900mm	No.	
9	Guardrail Reflectors;	-	-
a)	75mm x 75mm	No.	
Sub Total			

Item No.	Description	Unit	Unit Rate
10	Reference km markers	-	-
a)	420mm x 300mm	No.	
11	Red Safety Flag 3M Reflective (Complete with handle stick)	-	-
a)	600mm x 600mm	No.	
12	Road Traffic Cones	-	-
a)	450mm	No.	
b)	750mm	No.	
13	Barrier Tape	-	-
a)	500m	No.	
14	Delineators (TW401 & TW402) single on stands	-	-
a)	600mmx150mm	No.	
b)	800mmx 200mm	No.	
c)	1200mmx300mm	No.	
15	Delineators (TW401 & TW402)double sided on stands	-	-

a)	600mmx150mm	No.	
b)	800mmx 200mm	No.	
c)	1200mmx300mm	No.	
16	Specifications for road studs, epoxy and guard rail reflectors.	-	-
a)	Galvanized cast iron studs with anchor shank	No.	
b)	Aluminium studs with anchor shank	No.	
c)	Plastic studs with anchor shank	No.	
d)	Solar studs: plastic, aluminium or galvanized with or without anchor shank	No.	
e)	Epoxy	L	
17	Testing of material and workmanship	Prov Sum	
Sub Total			
Total			
VAT-15%(Where Applicable)			
Grand Total(Tender Amount – Vhembe District)			

4.5. WATERBERG DISTRICT

Item No.	Description	Unit	Unit Rate
1	Road signboards with Class 1 retro-reflective background. Symbols, lettering and borders in Semimatt black or in Class 1 retro reflective material, where the sign board is constructed from:	-	-
a)	Galvanized steel plate (1.4mm thick- chromadek or approved equivalent)	-	-
i	area not exceeding 2m ²	m ²	
ii	area exceeding 2m ² but not 5m ²	m ²	
iii	Area exceeding 5m ² but not 10m ²	m ²	
iv	area exceeding 10m ²	m ²	
b)	Galvanized steel profiles (1.0mm thick, 200mm high chromadek or approved equivalent):	-	-
i	area not exceeding 2m ²	m ²	
ii	area exceeding 2m ² but not 5m ²	m ²	
iii	Area exceeding 5m ² but not 10m ²	m ²	
iv	area exceeding 10m ²	m ²	
2	Road signboards with Class 1 retro-reflective background. Symbols, lettering and borders in Semimatt black or in Class 1 retro reflective material, where the sign board is constructed from:	-	-

	Galvanized steel plate (1.4mm thick- chromadek or approved equivalent)	-	-
a)	Background of retro-reflective material:	-	-
i	Class III	m ²	
ii	Class IV	m ²	
3	Fastening Clamps (Galvanized Unitrust or approved equivalent):	-	-
a)	Pole diameter 75mm and less	No.	
b)	Pole diameter 75mm - 100mm	No.	
C)	Pole diameter 100mm - 125mm	No.	
d)	Pole diameter 125mm - 150mm	No.	
4	Pre-cut symbols, lettering, numbers, arrows or emblems in semi-matt black vinyl or retro-reflective material with a pressure sensitive adhesive backing	-	-
a)	Semi-matt black vinyl	m ²	
b)	Class I material (all colours)	m ²	
c)	Class II material (all colours)	m ²	
d)	Class IV material (all colours)	m ²	
Sub Total			
Item No.	Description	Unit	Unit Rate
5	Triangular Signs (W-Series) Complete:	-	-
a)	600mm sides	No.	
b)	900mm sides	No.	
c)	1200mm sides	No.	
d)	1500mm sides	No.	
5-1	Triangular Signs (TW-Series) Mounted on stand:	-	-
a)	600mm sides	No.	
b)	900mm sides	No.	
c)	1200mm sides	No.	
d)	1500mm sides	No.	
6	Circular and octagonal signs (R-series) Complete:	-	-
a)	600mm diameter	No.	
b)	900mm diameter	No.	
c)	1200mm diameter	No.	
6-1	Circular and octagonal signs (TR-series) Mounted on stand:	-	-
a)	600mm diameter	No.	
b)	900mm diameter	No.	
c)	1200mm diameter	No.	
7	Danger Plates (W401 & W402)	-	-
a)	600mmx150mm	No.	
b)	800mmx 200mm	No.	
c)	1200mmx300mm	No.	

d)	Square tubing of 50mmx50mm x1800mm with base of pin of 300mm long x10mm diameter for danger plates	No.	
8	Chevrons (W405 & W406)	-	-
a)	450mmx450mm	No.	
b)	600mmx600mm	No.	
c)	900mmx900mm	No.	
9	Guardrail Reflectors;	-	-
a)	75mm x 75mm	No.	
Sub Total			

Item No.	Description	Unit	Unit Rate
10	Reference km markers	-	-
a)	420mm x 300mm	No.	
11	Red Safety Flag 3M Reflective (Complete with handle stick)	-	-
a)	600mm x 600mm	No.	
12	Road Traffic Cones	-	-
a)	450mm	No.	
b)	750mm	No.	
13	Barrier Tape	-	-
a)	500m	No.	
14	Delineators (TW401 & TW402) single on stands	-	-
a)	600mmx150mm	No.	
b)	800mmx 200mm	No.	
c)	1200mmx300mm	No.	
d)	Square tubing of 50mmx50mm x1800mm with base of pin of 300mm long x10mm diameter for danger plates	No.	
15	Delineators (TW401 & TW402)double sided on stands	-	-
a)	600mmx150mm	No.	
b)	800mmx 200mm	No.	
c)	1200mmx300mm	No.	
16	Specifications for road studs, epoxy and guard rail reflectors.	-	-
a)	Galvanized cast iron studs with anchor shank	No.	
b)	Aluminium studs with anchor shank	No.	
c)	Plastic studs with anchor shank	No.	
d)	Solar studs: plastic, aluminium or galvanized with or without anchor shank	No.	
e)	Epoxy	L	
17	Testing of material and workmanship	Prov Sum	

Sub Total	
Total	
VAT-15%(Where Applicable)	
Grand Total(Tender Amount – Waterberg District)	

FORM OF OFFER PER DISTRICT

DISTRICT	AMOUNT
CAPRICORN DISTRICT	
MOPANI DISTRICT	
SEKHUKHUNE DISTRICT	
VHEMBE DISTRICT	
WATERBERG DISTRICT	
GRAND TOTAL	

Signed:.....

Bidder:.....

Capacity:.....

5. CONTRACT PRICE ADJUSTMENT

Price adjustments will be allowed annually and the following formula shall apply:

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

Where:

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

6. DURATION OF THE CONTRACT

- The contract will run for a period of 03 years (36 months).

EVALUATION CRITERIA

Received bids will be evaluated on compliance to specification, administrative compliance, price and preferential point system. The awarding of the tender shall be limited to only one district per bidder. Responsive tenders will be evaluated according

to the Preferential Procurement Regulations, 2011 as published in Government Gazette 34350 dated 8 June 2011.

STAGE 1: LOCAL CONTENT

NB: Only locally produced goods or locally manufactured goods, with a stipulated minimum threshold for local production and content as per Preferential Procurement Regulation 2017 (Regulation 9) will be considered.

STAGE 2: PRE- QUALIFICATION CRITERIA

Pre-qualification criteria:	Requirement	Comply: Yes or No
1	Only service provider (s) who are EME or QSE, which are, at least 51% owned by black people will be considered for this bid as per Preferential Procurement Regulations 2017. Service provider (s) are required to submit an original or certified copy of the EME or QSE B-BBEE Status Level of contributor issued by SANAS only or an original or certified copy of DTI sworn affidavit in terms of Codes of good practice" indicating that service provider is an EME/ QSE. Failure to submit B-BBEE Status Level of contributor will result on bid being non-responsive or disqualified.	

STAGE 3: Evaluation on functionality

The minimum score for functionality is 65%, and a bidder who scores below this minimum shall be deemed unqualified and shall not be considered for further evaluation in terms of the preference point systems.

Scoring of Functionality:

1= Poor, 2= Fair/average, 3= Good, 4= Very Good, 5= Excellent

ITEM	CRITERIA	WEIGHT %	RATING	TOTAL SCORE (Weight x score)
1	Company/Entity's Establishment in the Province	20	0 = Un-established Business Premises in Limpopo 5 = Established Business Premises in Limpopo (Attach relevant documentation: Lease agreement, Title deed, Municipal bill or other proof of business address)	100
2	Company/Entity's Track Record	40	0 = Not registered with CIDB (SK Grade) 2=Grade 1 SKPE or 2 SK 3=Grade 2 SKPE or 3 SK 5= Grade 3 SKPE, 4 SK and above Note: proof of CIDB SK Grade registration must be provided.	200
3	Financial Capability	20	The responding bidder must show capacity to deliver a sustainable service. Financial Guarantee letter from an accredited financial institution must be provided. 0=Failure to provide any financial guarantee 3= Supplying a R350 000.00 and above financial guarantee 5= Supplying a R500 000.00 and above financial guarantee	100
TOTAL		80		400

STAGE 4: Evaluation in terms of the 80/20 Preference Point System:

Responsive tenders will be evaluated further, using the 80/20 preference point system.

Step 1: Calculation of points for Price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

Calculation of points for B-BBEE status level of contributor

Points shall 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 SUPPLIER	NUMBER OF POINTS
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
NON – compliant contributor	0

20.4. Administrative Compliance

- Non- compliance to the administrative requirements will automatically disqualify the bidders.
- Completion of the bid document must be done with a permanent ink.

The following documents are to be submitted with the bid:

- ID copies of shareholders/directors
- BBBEE Certificate
- Proof of CSD registration

The following are regarded as disqualifiable and Non- compliance to administrative requirements:

- Failure to complete the BoQ in full
- Price amendments without signature
- Usage of correction fluid
- Completion of the bid document with a pencil
- Inclusion of VAT by Non VAT vendors
- Non completion and/or Non-alignment with specified variables of rate adjustment table (SBD 3.2)
- Non- completion and/ or Non- signing of the following essential standard bidding documents (SBD)/forms:

- SBD 1
- SBD 3.1
- SBD 3.2
- SBD 4
- SBD 6.1
- SBD 6.2
- SBD 8
- SBD 9

Preference points claim in terms of the preferential procurement

All qualifiers will be evaluated on the 80/20 preferential points as follows:

- Price: 80
- B-BBEE: 20