

**PART A
INVITATION TO BID**

**DEPT. OF PUBLIC WORKS, ROADS & INFRASTRUCTURE
SUPPLY CHAIN MANAGEMENT OFFICE**

SDD4

| | | | | | |
|---|--|------------------|--|--|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT) / PUBLIC ENTITY: DPWRI-ROADS/20029 | | | | PUBLIC ENT: 218-07-2021 | |
| BID NUMBER: | LDPWRI-ROADS/20029 | CLOSING DATE: | 29 JULY 2021 | CLOSING TIME: | 11H00 |
| DESCRIPTION | APPOINTMENT OF PROFESSIONAL SOCIAL MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS. | | | | |
| 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 7297 | | |
| 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] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <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. | | | | | |

0001

0000

**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 – NON-FIRM PRICES
(PURCHASES)**

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

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

| | |
|--------------------------|-------------------|
| Name of Bidder..... | 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) |
|--------------------|----------|-------------|---|
|--------------------|----------|-------------|---|

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

PRICING SCHEDULE
(Professional Services)

| | |
|-----------------------|-------------------|
| NAME OF BIDDER: | BID NO.: |
| CLOSING TIME 11:00 | CLOSING DATE..... |

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

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

R-----
R-----
R-----
R-----
R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

R----- days
R----- days
R----- days
R----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

| RATE | QUANTITY | AMOUNT |
|-------|----------|--------|
| | | R..... |
| | | R..... |
| | | R..... |
| | | R..... |

TOTAL: R.....

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

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| | | | R..... |
| | | | R..... |
| | | | R..... |
| | | | R..... |
| TOTAL: R..... | | | |

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:
Or for technical information –
(INSERT NAME OF CONTACT PERSON)

Tel:

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 Tax Reference Number | State Employee Number / 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"/> |
|-----|--------------------------|----|--------------------------|

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 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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(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)?</p> <p>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 | 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? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | 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? | 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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

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.



LIMPOPO

PROVINCIAL GOVERNMENT

REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
PUBLIC WORKS, ROADS
AND INFRASTRUCTURE**

TERMS OF REFERENCE

Tender No: LDPWRI-ROADS/20029 APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENENCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

1. INTRODUCTION AND BACKGROUND

The Limpopo Department of Public Works, Roads and Infrastructure (LDPWRI) is charged with the mandate of road maintenance across 05 Districts. The Department is responsible for carrying out the following routine maintenance activities but not limited to: blacktop patching, repair of potholes, edge breaks, and crack sealing and drainage and road reserve maintenance.

The National Department of Transport (DoT) launched the S'hamba Sonke Programme (SSP) in April 2011, dedicated to road maintenance on secondary roads and rural roads, with particular emphasis on repairing potholes, using labour-intensive methods of construction and maintenance.

The SSP, through the Provincial Roads Maintenance Grant (PRMG), consists of three budget components. The largest component enables provinces to expand their maintenance activities. The other components allow provinces to repair roads damaged by floods and to rehabilitate roads for coal haulage activities.

The Programme provides a set of principles to guide the prioritisation of infrastructure investments to maximise the economic impact and development multipliers for maintaining and upgrading South Africa's provincial road network. Furthermore, it introduces road construction and maintenance methodologies that are specifically designed to create jobs, to support enterprise and co-operative development and to build the productive assets of poorly resourced communities on an unprecedented scale.

The LDPWRI has committed itself to utilise the infrastructure investments to maximise employment opportunities and improve livelihoods of disadvantaged people in the Province. As a derivative of the S'hamba Sonke Programme, the Department implements the household based routine maintenance projects to address backlog of road maintenance by improving the livelihood of rural communities. These projects are implemented by in-house road maintenance programme and the household based routine maintenance (contractors) each financial year and are linked to Local Municipalities.

The targeted Work Opportunities (WO) for each Household Routine Maintenance Project is 250 per project.

The department invites proposals from professional social consultants that can render social facilitation services to Household Routine Maintenance Projects implemented by the Department.

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

2. LEGISLATIVE FRAMEWORK

The following legal instruments guide the implementation of the Household Routine Maintenance :

2.1 Code of Good Practice, Notice No. 129 issued by the Minister of Labour in terms of the Basic Conditions of Employment Act, 1997 as amended;

2.2 Ministerial Determination 4: Expanded Public Works Programmes, Notice No. 347 issued by the Minister of Labour in terms of the Basic Conditions of Employment Act, 1997 as amended;

2.3 General Conditions of Contract for Construction Works Second Edition (2010) (GCC).

2.4 Standard specifications for Roads and Bridges Works for State Road Authorities (COLTO)

3. SCOPE OF WORK

The LDPWRI envisages implementing 04 Household Routine Maintenance projects across 04 Local Municipalities (Musina, Makhado, Thulamela and Collins Chabane) within the Vhembe District. Two (02) social consultants are required for the Vhembe District as per the Groups in the table below.

| GROUP 1 | GROUP 2 |
|---------|-----------------|
| Musina | Thulamela |
| Makhado | Collins Chabane |

NOTES:

The awarding of the Tender shall be limited to only one District per bidder and only one Group per bidder. However, the Department reserves the right to award one bidder more than one Group per District on condition that there are no sufficient recommendable bidders within the District.

4. EXPECTED DELIVERABLES

4.1 PHASE 1 : PLANNING AND MOBILIZATION

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

- 4.1.1 Project inception
- 4.1.2 Stakeholder identification
 - Establishment of PLC
- 4.1.3 Social Impact Assessment
- 4.1.4 Social Management Plan
- 4.1.5 Reporting

4.2 PHASE 2: IMPLEMENTATION

- 4.2.1 Communication plan
- 4.2.2 Recruitment / Labour plan
- 4.2.3 Project site monitoring
- 4.2.4 Training and Workshop
- 4.2.5 Reporting

4.3 PHASE 3: COMPLETION & HAND OVER

- 4.3.1 Dissolving of PLC
- 4.3.2 Project Evaluation and Closure Report

5. PERIOD/DURATION OF PROJECT/ASSESSMENT

Project duration is for the period of 36 Months or linked to awarded Household Routine Maintenance Project term.

6. COSTING/COMPREHENSIVE BUDGET

- 5.1 A comprehensive budget must be provided inclusive of all disbursement costs, expenses and VAT.
- 5.2 Starting point for traveling distances under this Bid shall be calculated/referenced from the local municipality deemed to be the central point of the area of operation, except where a person/s continue from one departmental office/site to another for the next activity of the day.

Travelling cost shall only be claimed/paid upon completion of the relevant works/activities. In instances where the service provider fails to complete the works/activities due to reasons within the service provider's control, the Department will not be liable for the travelling costs incurred.

5. EVALUTATION CRITERIA

5.1 STAGE 1: PRE-QUALIFICATION CRITERIA

| Pre-qualification criteria | Requirement | Comply: Yes or No |
|----------------------------|---|-------------------|
| 1 | Only Service Providers who are BBB-E Level 1, EME or QSE will be considered. 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. | |

5.2 ADMINISTRATIVE REQUIREMENTS /COMPLIANCE

| ADMINISTRATIVE REQUIREMENTS/COMPLIANCE |
|--|
| <p>Non compliance of the following may lead to bids being disqualified:</p> <ul style="list-style-type: none"> • Fully completed SBD forms (4, 8 and 9) • Bidders to be registered on CSD • Forms to be completed in full, with black ink. • No use of correction fluid. • The person authorized to sign off the document must initial any correction made on the document. • Company Profile to be attached |

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

• Prices to be written both in figures and in words

6 STAGE 2: FUNCTIONALITY CRITERIA

- 6.1 Only bid proposals that meets pre-qualification and mandatory requirement will be considered to be evaluated further on functionality criteria,
- 6.2. The bidder must score a minimum of 75% (depending on the nature of the project) during Stage 2 (functionality / technical) of the evaluation to qualify for Stage 3 of the evaluation where only points for price and B-BBEE will be considered.

Scoring of Functionality:

0= Non compliant, 1= Poor, 2=Average, 3=Good, 4=Excellent

| NO | CRITERIA | WEIGHT | POINTS SCORED | WEIGHT SCORED | X | POINTS |
|----|--|--------|---------------|---------------|---|--------|
| 1 | Presentation of the proposal Bidder understands the brief, approach and methodology to be employed. Outline and insight information provided in the bid document (relevance and accuracy) | 30 | | | | |

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

| | | | | |
|--|---|--|--|--|
| | <p>A proposal to achieve the objectives. The proposal must provide detail sequence of deliverables or activities and timelines within which all the deliverables will be executed and resources allocated thereof. The presentation of plan must be easy to understand and implement.</p> <ul style="list-style-type: none"> ▪ If the proposal fully contains detailed sequence of deliverables, timelines and resources and presentation of the structure of plan (4) ▪ If the proposal contains incomplete detailed sequence of deliverables, timelines and resources and presentation of the structure of plan (2) ▪ If the proposal does not contain detailed sequence of deliverables, timelines and resources and presentation of the structure of | | | |
|--|---|--|--|--|

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

| | | | | |
|--------------------------------|--|--|--|--|
| | <p align="center">plan (1).</p> <p align="center">If no proposal is submitted (0)</p> | | | |
| <p align="center">2</p> | <p>Experience / track record of Company and Staff</p> <p>For the purpose of this bid the Service Provider will need to provide details of staff (team) on previous experience of social consultancy in infrastructure projects .</p> | | | |
| <p>2.1</p> | <p>Company previous experience in infrastructure projects. 25</p> <p>0 -2years = (0 point)</p> <p>3-5 years = (2 points)</p> <p>5 years and above (4 points)</p> <p>A list of contactable references for the company in providing social consultancy in infrastructure projects must be provided and should include the following:</p> <ul style="list-style-type: none"> ▪ Name of the client ▪ Contact person at client, telephone number/s and e-mail <input type="checkbox"/> address ▪ Date(s) work was performed ▪ Type of work conducted <p>Signed appointment letters/ purchase</p> | | | |

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

| | | | | |
|-----|--|----|--|--|
| | orders/ completion certificates must be attached. | | | |
| 2.2 | <p>Capability (profiles of key staff and persons to be assigned to the project). Experience and track record.</p> <p>Project leader Qualification :</p> <ul style="list-style-type: none"> ▪ Btech/Degree(Honours) in Development Studies, Social Sciences and / or Community Development (2 points) ▪ Masters Degree in Social Sciences / Community Development (4 points) <p>Experience of the project leader in infrastructure projects :</p> <ul style="list-style-type: none"> ▪ None (0 point) ▪ 1-3 projects (1point) ▪ 4 projects (3 points) ▪ 5 or more projects (4 points) | 25 | | |
| 2.3 | <p>Registration with SACSSP</p> <ul style="list-style-type: none"> ▪ Not Registered (0 Points) ▪ Registered with Council (4 points) | 20 | | |
| 2.4 | | 10 | | |

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

| | | | | |
|-------|---|-----|--|--|
| | SACSSP-South African Council for Social Services Professions. | | | |
| TOTAL | | 110 | | |

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

7. STAGE 3: Preference Point System (80/20)

7.1 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. Where functionality is set as a criteria, only bid proposals that meets functionality requirements will be considered to be evaluated on price and B-BBEE.

7.2 Calculation of points for B-BBEE status level of contribution

A maximum of 20 points will be awarded to a bidder for attaining the B-BBEE status level of contribution based on BBEE level and proof of submission of a sworn affidavit certified by the commissioner of oath or 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 in accordance with the table below:

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

8. SPECIAL CONDITIONS:

8.1 Award of the bid

This contract will be awarded in terms of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and its Regulations as well as the Limpopo Preferential Procurement Policy, 2005.

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

8.2 Limpopo Department of Public Works, Roads and Infrastructure, Roads and Infrastructure reserves the right to:-

- a. Request further information from any bidder after the closing date,
- b. Verify information and documentation of the respective bidder
- c. Award one bidder more than one Group per District on condition that there are no sufficient recommendable bidders within the District.

8.4 The Service Provider will submit monthly progress reports to the Programme Manager, within four (4) days after the end of each month and the final report four (4) weeks before the project end date. Failure to submit the required reports on time will result in penalties.

8.5 The Programme Manager shall do the ongoing performance management of the Service agreement.

8.6 The Service Provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement senior, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at least a month is required in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.

8.7 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.

8.8 Please take note that LDPWRI is not bound to select any of the firms submitting proposals. LDPWRI reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.

8.9 Bidders must score a minimum of 75% (The minimum qualifying score that must be obtained for functionality in order for a Bid to be considered further should not be generic). It should be determined separately for each bid on a case-by-case basis. The proposal should include, amongst other, the following:

- A proposed plan of action;
- A list of references with contact details;
- Ability to ensure continuing of staff on the project.

8.10 Tenderers must submit two identical proposals (two envelopes) for each bid clearly marked "original" and "copy". First envelope marked original to include technical proposal (original and copy of technical) and the second envelope marked copy to include financial proposal (original and copy of financials).

8.11 First envelope with the technical proposal including the following:

- A valid Tax Compliance Status with Pin issued by SARS or copy of CSD/ MA Supplier Number.
- Entity registration Certificate (CK1)

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

- A response to the terms of reference.
 - A project plan that states the methodology and approach for accomplishing the task, project phases if applicable, time frames and outputs (excluding cost for the project). profile of the company and description of similar work undertaken,
 - numbers, names and CVs of consultants assigned to the project, including their roles and responsibilities,
 - Signed agreement between service providers in the case of a joint venture/Consortium
 - Letter of authority to sign documents on behalf of the company/joint venture/Consortium.
- 8.12 The second envelope with the financial proposal (pricing schedule (SBD3.3) or other spreadsheets with all cost related items, cost breakdown) (original). No financials should be included in the technical proposal (envelope).
- 8.13 The following information must be endorsed on each envelope:
- Bid number:
 - Closing date:
 - Name of the Bidder:
 - Technical Proposal or Financial Proposal.
- 8.14 A valid Tax Compliance Status with Pin issued by SARS to the supplier/copy of Central Supplier Database (CSD)/ MA supplier Number must be submitted together with the bid.
- 8.15 In case of bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated and each party must submit a separate proof of Tax Compliance or Tax Compliance Status with Pin or CSD/ MA supplier Number together with the bid.
- 8.16 Bidders must be Tax compliant throughout the bidding stages
- 8.17 Failure to comply with Tax matters may result in the invalidation of the bid.
- 8.18 A foreign recommended bidder with neither South African tax obligation nor history of doing business in South Africa must complete Standard Bidding Document (SBD 1) and the information must be submitted to SARS on the following email governmentinstitute@sars.gov.za to issue a confirmation of the tax obligation letter in terms of paragraph 3.6 of the instruction note no 9 of 2017/18.
- 8.19 Comprehensive Curriculum Vitae's (CV) with certified copies of qualifications and professional registration of the staff who will be available for the duration of the contract must be attached. In case where bidders submitted CV's of personnel from other companies, bidders must indicate if the personnel is sub-contracted or employed full time or part-time, and indicate the period of the engagement with the bidder. A signed agreement between two parties or an agreement between personnel and a company must be included with the proposal.
- 8.20 The bid proposals should be submitted with all required information containing technical information.

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

- 8.21 A breakdown of the hourly tariff inclusive of value-added tax for services rendered. Expenditure incurred without the prior approval of the Programme manager will not be reimbursed.
- 8.22 The LDPWRI will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- 8.23 Travelling costs and time spent or incurred between home and office of consultants and the LDPWRI office will not be for the account of the LDPWRI.
- 8.24 Intellectual property rights will belong to the LDPWRI
- 8.25 A project plan that states the methodology and approach for accomplishing the task, project phases if applicable, time frames and outputs (excluding cost for the project). profile of the company and description of similar work undertaken, numbers, names and CVs of consultants assigned to the project, including their roles and responsibilities must be provided.
- 8.26 Signed agreement between service providers in the case of a joint venture/Consortium
- 8.27 Letter of authority to sign documents on behalf of the company/joint venture/Consortium.
- 8.28 Before any work can commence the service level agreement must be signed by both parties (LDPWRI and the successful bidder) and an official order must be issued and should there be any dispute regarding the finalisation of the agreement, the LDPWRI reserves the right to cancel the contract with no cost implications for the LDPWRI.
- 8.29 The evaluation of Bids can only be done on the basis of information required by the LDPWRI.
- 8.30 Tenderers are requested to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by verification agencies accredited by South African National Accreditation System (SANAS) only or DTI SWORN Affidavit certified by Commissioner of Oath together with their bids, to substantiate their B-BBEE rating claims, failing which the B-BBEE preference points claimed will be forfeited.
- 8.31 In a case whereby a pre-qualification criteria requires B-BBEE status level of contributor bidders MUST submit an original or certified copies of B-BBEE certificate or DTI SWORN affidavit, failure to submit an original or certified copies will result in bid being disqualified.
- 8.32 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid to substantiate their B-BBEE rating claims.
- 8.33 Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.
- 8.34 Prospective suppliers and / or public entities interested in pursuing opportunities with the LDPWRI and within the South African government, should be registered on the National Treasury Central Supplier Database.
- 8.35 Prospective suppliers and / or public entities must provide the DPWRI with their CSD registration number on submission of their bid proposals including those of sub-contractors and/ or joint venture companies.

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

8.36 Any supplier who is not registered on CSD during an award stage of the tender will not be considered.

9 Bid Price Qualification

9.10 All bid prices must be specified on each item in figures. Price in figures must be acceptable in general accounting language.

9.11 Prices quoted must include delivery costs. Furthermore, the bid prices must be in RSA currency and inclusive of Value Added Tax (VAT).

9.12 Bid prices must be 'NETT'. Therefore, bidders intending to quote a price less a discount on the unit basis must first deduct the discount and then insert the 'NETT' Price.

9.13 Prices will remain firm for the first twelve (12) months of the contract period. Formal applications for price adjustments, based on the formula prescribed in the Treasury Regulations, and will only be considered after the first twelve months of the contract period.

9.14 Price adjustment applications shall be considered on six (06) monthly intervals. Despite any other worded stipulation, no adjustment will be considered before twelve months of contract period have expired.

9.15 All price adjustment applications should be substantiated by documentary proof in respect of each factor.

11. PAYMENT TERMS

11.1 LDPWRI undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions, final payment will be made upon receipt of approval from the competent Authority. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

Notes : Vhembe District has been grouped into two groups therefore pricing should be per group and awarding will be per group.

| VHEMBE DISTRICT BOQ : GROUP 1 | | | |
|--------------------------------------|--|-----------------------|-------------|
| 1 | PHASE 1: PLANNING & MOBILISATION | | |
| | Activities | Unit | Rate |
| 1, 1 | Project inception | | |
| | Conduct field assessment to determine scope of work | | |
| | Social Impact assessment report | PSUM | |
| | Social Management Plan | PSUM | |
| | Sub Total | | |
| 1, 2 | Stakeholder identification & consultation | | |
| | Arranging meetings with stakeholders | PSUM | |
| | Attending stakeholder meetings (local municipalities, chiefs, Development of Structures) | PSUM | |
| | Report writing | | |
| | Sub Total | | |
| 1, 3 | Awareness Creation | | |
| | Arrange meetings for awareness creation | Per awareness session | |
| | Facilitate awareness workshops and Minute the proceedings | Per awareness session | |
| | Report Writing | Per awareness session | |
| | Sub Total | | |
| 1, 4 | PLC Establishment | | |
| | Arrange meetings with stakeholders | PSUM | |
| | Facilitate the selection of PLC | PSUM | |
| | Compile a report | PSUM | |
| | Sub Total | | |

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

| | | | |
|-------------|--|---------|--|
| 1, 5 | PLC Workshop | | |
| | Arrangement for the workshop | PSUM | |
| | Conduct workshop | PSUM | |
| | Sub Total | | |
| | Total Phase 1 | | |
| 2 | PHASE 2: IMPLEMENTATION & MONITORING | | |
| 2. 1 | Labour Recruitment, Appointment & Termination | | |
| | Arrange meetings | PSUM | |
| | Attend meetings to explain the policy and selection criteria per village | PSUM | |
| | Register interested individuals per village | PSUM | |
| | Compile a labour recruitment report | PSUM | |
| | Meeting with the contractor and PLC to discuss labour requirements | PSUM | |
| | Facilitate appointment workers as per the registers | PSUM | |
| | Facilitate induction of workers and signing of contracts | PSUM | |
| | Sub Total | | |
| 2, 2 | Training of workers | | |
| | Identify training needs and compilation of report | PSUM | |
| | Meeting with the contractor & training provider to finalise training logistics and scheduling of training | PSUM | |
| | Attend workers training workshops | PSUM | |
| | Sub Total | | |
| 2, 3 | Project Site Monitoring (1 x per month) | | |
| | Monitor the welfare of workers (monitoring provision of drinking water and sanitation facilities; monitoring of provision of safety clothing and injuries; ongoing appointment and termination of labourers) | Monthly | |
| | Compile monthly report | Monthly | |

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

| | | | |
|-------------|---|--------------------------------|--|
| | Sub Total | | |
| 2, 4 | PLC Meeting per month (1 x per month) | | |
| | Attend site meeting and minute the proceedings | Monthly | |
| | Arrange for PLC meetings | Monthly | |
| | Sub Total | | |
| | Total Phase 2 | | |
| 3 | PHASE 3: COMPLETION & HAND OVER | | |
| | Activities | | |
| 3.1 | Dissolve PLC | | |
| | Arrange for the last PLC meeting after project completion | PSUM | |
| | Attend, minute and presents last progress report | PSUM | |
| | Sub Total | | |
| 3,2 | Project Evaluation | | |
| | Review projects in terms of objectives, successes, failures compile evaluation and Closure report | PSUM | |
| | Sub Total | | |
| | Total Phase 3 | km | |
| | Travelling per KM | | |
| 4 | DISBURSEMENTS | | |
| | Completion report (1 hard copy and 1 Electronic Copy) | | |
| | Reproduction (training materials) | | |
| | Catering for PLC workshop | PSUM | |
| | Catering for team leaders workshop | PSUM | |
| | | Sub Total | |
| | | Total Professional Fees | |
| | | Disbursements | |
| | | TOTAL COSTS | |
| | | VAT @ 15% | |
| | GRAND TOTAL | | |

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

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

| VHEMBE DISTRICT BOQ : GROUP 2 | | | |
|--------------------------------------|--|-----------------------|-------------|
| 1 | PHASE 1: PLANNING & MOBILISATION | | |
| | Activities | Unit | Rate |
| 1, 1 | Project inception | | |
| | Conduct field assessment to determine scope of work | | |
| | Social Impact assessment report | PSUM | |
| | Social Management Plan | PSUM | |
| | Sub Total | | |
| 1, 2 | Stakeholder identification & consultation | | |
| | Arranging meetings with stakeholders | PSUM | |
| | Attending stakeholder meetings (local municipalities, chiefs, Development of Structures) | PSUM | |
| | Report writing | | |
| | Sub Total | | |
| 1, 3 | Awareness Creation | | |
| | Arrange meetings for awareness creation | Per awareness session | |
| | Facilitate awareness workshops and Minute the proceedings | Per awareness session | |
| | Report Writing | Per awareness session | |
| | Sub Total | | |
| 1, 4 | PLC Establishment | | |
| | Arrange meetings with stakeholders | PSUM | |
| | Facilitate the selection of PLC | PSUM | |
| | Compile a report | PSUM | |
| | Sub Total | | |

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

| | | | |
|-------------|--|---------|--|
| 1, 5 | PLC Workshop | | |
| | Arrangement for the workshop | PSUM | |
| | Conduct workshop | PSUM | |
| | Sub Total | | |
| | Total Phase 1 | | |
| 2 | PHASE 2: IMPLEMENTATION & MONITORING | | |
| 2. 1 | Labour Recruitment, Appointment & Termination | | |
| | Arrange meetings | PSUM | |
| | Attend meetings to explain the policy and selection criteria per village | PSUM | |
| | Register interested individuals per village | PSUM | |
| | Compile a labour recruitment report | PSUM | |
| | Meeting with the contractor and PLC to discuss labour requirements | PSUM | |
| | Facilitate appointment workers as per the registers | PSUM | |
| | Facilitate induction of workers and signing of contracts | PSUM | |
| | Sub Total | | |
| 2, 2 | Training of workers | | |
| | Identify training needs and compilation of report | PSUM | |
| | Meeting with the contractor & training provider to finalise training logistics and scheduling of training | PSUM | |
| | Attend workers training workshops | PSUM | |
| | Sub Total | | |
| 2, 3 | Project Site Monitoring (1 x per month) | | |
| | Monitor the welfare of workers (monitoring provision of drinking water and sanitation facilities; monitoring of provision of safety clothing and injuries; ongoing appointment and termination of labourers) | Monthly | |
| | Compile monthly report | Monthly | |

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS

| | | | |
|-------------|---|--------------------------------|--|
| | Sub Total | | |
| 2, 4 | PLC Meeting per month (1 x per month) | | |
| | Attend site meeting and minute the proceedings | Monthly | |
| | Arrange for PLC meetings | Monthly | |
| | Sub Total | | |
| | Total Phase 2 | | |
| 3 | PHASE 3: COMPLETION & HAND OVER | | |
| | Activities | | |
| 3.1 | Dissolve PLC | | |
| | Arrange for the last PLC meeting after project completion | PSUM | |
| | Attend, minute and presents last progress report | PSUM | |
| | Sub Total | | |
| 3,2 | Project Evaluation | | |
| | Review projects in terms of objectives, successes, failures compile evaluation and Closure report | PSUM | |
| | Sub Total | | |
| | Total Phase 3 | km | |
| | Travelling per KM | | |
| 4 | DISBURSEMENTS | | |
| | Completion report (1 hard copy and 1 Electronic Copy) | | |
| | Reproduction (training materials) | | |
| | Catering for PLC workshop | PSUM | |
| | Catering for team leaders workshop | PSUM | |
| | | Sub Total | |
| | | Total Professional Fees | |
| | | Disbursements | |
| | | TOTAL COSTS | |
| | | VAT @ 15% | |
| | GRAND TOTAL | | |

**APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD
MAINTENANCE PROJECTS IN VHEMBE DISTRICT FOR A PERIOD OF 36 MONTHS**