

THABAZIMBI LOCAL MUNICIPALITY



BID NO: TECH/01/2026-27

**PROVISION OF CONSULTANCY SERVICES & RECONSTRUCTION OF
BULRUSH BRIDGE & KAMEELDOORING BRIDGE (TURNKEY PROJECT)**

CLOSING DATE: 11/08/2026

CLOSING TIME: 12H00

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
PMU: MS. S THOMPSON THABAZIMBI LOCAL MUNICIPALITY 7 RIETBOK STREET THABAZIMBI 0390 TEL: 071 777 8640 FAX: E-MAIL: thompsons@thabazimbi.gov.za	SCM: MR. P SELALOME THABAZIMBI LOCAL MUNICIPALITY 7 RIETBOK STREET THABAZIMBI 0390 Tel: 064 667 1431 Fax: E-mail: selalomep@thabazimbi.gov.za

NAME OF BIDDER (BIDDING ENTITY) :

TEL NUMBER :

FAX NUMBER :

THE OFFERED TOTAL OF THE PRICES INCLUDING VALUE ADDED TAX IS:

R (in figures)

Amounts in words.....



Consultant



Witness 1



Witness 2



Employer



Witness 1



Witness 2

THABAZIMBI LOCAL MUNICIPALITY



BID NO: TECH/01/2026-27

PROVISION OF CONSULTANCY SERVICES & RECONSTRUCTION OF BULRUSH BRIDGE & KAMEELDOORING BRIDGE (TURNKEY PROJECT)

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Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY



BID NO: TECH/01/2026-27

PROVISION OF CONSULTANCY SERVICES & RECONSTRUCTION OF BULRUSH BRIDGE & KAMEELDOORING BRIDGE (TURNKEY PROJECT)

Part C1: AGREEMENTS AND CONTRACT DATA

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 Administrative requirements in terms of the Supply Chain Management Policy

The following critical criteria of returnable documents have been identified for this bid and any non-compliant thereto will led to the bid regarded as non-responsive and disqualified from further evaluation:

- All bidders must attend the compulsory briefing session
- Company registration certificate
- Original valid tax clearance pin
- Valid Public liability insurance of R 20 000 000
- Valid Professional indemnity of R 10 000 000
- SANAS approved BBB-EE certificate/ consolidated B-BBEE certificate for J/V
- Power of attorney/ letter of authority for signatory in a company letter head
- Joint venture agreements where applicable
- Certified ID copies of the All directors/ members/ proprietors not older than three months
- CIDB grading certificate/ Consolidate CIDB certificate for Joint ventures
- Valid Registration with CESA/SABTACO
- Valid Letter of Good Standing (COIDA) (FEM)
- Statement of Municipality Accounts as proof of residential address, if leasing, provide the lease agreement or a letter from traditional authority in case of a non-rateable area for the business and all company directors (Not older than three months).
- Initialising of all the pages
- Valid CSD report (Printed between the date of advert and closing date)
- Proof of work experience (attach BOTH appointment letters and completion certificates for each project for functionality stage)
- Organogram that clearly demonstrates personnel position
- Key personnel experience (attach CV, Certified qualifications, ECSA & SACPCMP and ID Copies for functionality stage).
- Signing of form of offer in words and numbers
- Signing of declaration of interest
- Letter of Intent to provide guarantee from FSB & NCR registered entities
- Three year audited/ Reviewed AFS
- Completed and signed Invitation to bid (MBD1) Provide Central Supplier Database (CSD) number / JV Complaint CSD (Attach registration summary report)
- Completed and signed Tax clearance certificate form (MBD2)
- Completed and signed declaration of interest (MBD4).

- Completed and signed declaration for procurement above R10 million (MBD5).
- Completed and signed preferential procurement form (MBD6.1)
- Completed and signed Contract form (MBD7.2)
- Completed and signed declaration on the past SCM practices (MBD8).
- Completed and signed certificate of independent bid determination (MBD9).

FUNCTIONALITY STAGE

No	CRITERIA	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS ALLOCATION	SCORE
1	Key Personnel: Technical Qualifications and Experience (Company Organogram to be attached) Form T2.3.1	Design Structural/Bridge Engineer with minimum B-Tech/BSc Degree or higher in Civil Engineering, NQF Level 7, ECSA registered as Pr Eng/Pr Tech Eng. and experience as bridge design Points will be allocated as follows:	Over 10 years as experience	10	10
			2 - 10 years as bridge engineer design	5	
			Less than 2 years as Bridge engineer design or Not Compliant	0	
		Project Engineer with minimum B- B-Tech/BSc Degree or higher in Civil Engineering, LIC NQF Level 7, ECSA registered as Pr Eng/Pr Tech Eng. and experience as project engineer Points will be allocated as follows:	Over 10 years as Site Manager	10	10
			2 - 10 years as Project Engineer	5	
			Less than 2 years as Project Engineer or Not Compliant	0	
	Key Personnel: Technical Qualifications and Experience <i>(continued)</i>	Contracts Manager with minimum B-Tech/BSc Degree or higher in Civil Engineering, LIC NQF Level 7, ECSA registered as Pr Eng / Pr Tech Eng /PrCPM / PrCM and experience as contracts manager Points will be allocated as follows:	Over 6 years as construction manager	10	10
			2 - 6 years as construction manager	5	
			Less than 2 years as Construction Manager or Not Compliant	0	
		OHS Officer/Manager with a minimum National Diploma or higher in Safety Manager, NQF level 6 or registration as construction Health and	Over 6 years as OHS Officer/Manager	10	10
			2 - 6 years as OHS Officer/Manager	5	

		Safety Manager with SACPCMP and experience in construction as Health and Safety Officer/Manager construction project. Points will be allocated as follows	Less than 2 years as OHS Officer/Manager or Not Compliant	0	
Sub-Total 1: (40 Pts Maximum)					
	Tenderer's Experience (Construction)	Successfully completed traceable projects at the minimum value of R 10m per project, for the construction of the bridge and storm water Tenderers to provide appointment letters and completion certificates with the signatures of Client, Engineer & the contractor No points will be allocated for projects with no completion certificates. Points will be allocated as follows:	Five (5) projects completed Four (4) projects completed Three (3) projects completed Two (2) projects completed No project	20 15 10 5 0	20
	Tenderer's Experience (Consulting)	Successfully completed traceable as consulting Engineer for the construction bridge and stormwater Tenderers provide appointment letters and completion certificates No points will be allocated for projects with no appointment letter Points will be allocated as follows:	Five (5) projects completed Four (4) projects completed Three (3) projects completed Two (2) projects completed No project	20 15 10 5 0	20
Sub-Total 2: (40 Pts Maximum)					

No	CRITERIA	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS ALLOCATION	SCORE
3	Financial capacity	Three (03) Years Audited Financial Statements or Reviewed	Provided	5	10
			No Statements provided	0	
		Bank Rating: This is to establish the Tenderer's financial capability to meet all contractual obligations and to successfully execute the work within the specified timeframes.	Code A- D	5	
			Code E to H	0	
Sub-Total 3: (10 Pts Maximum)					
4	Plant & equipment	Tenderers submit proof of ownership with a certification not older than three months. In case of hiring, a letter of intent to hire must be submitted with proof of ownership certified not other than 3 months	Excavator	4	10
			Grader	4	
			TLB	2	
Sub-Total 4: (10 Pts Maximum)					
TOTAL				100	

A Minimum qualifying score of 70% must be achieved for further evaluation

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders over a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$Ps = 90 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

Where: Ps is the number of points scored for price;
Pt is the price of the tender under consideration;
Pmin is the price of the lowest responsive tender.

Specific Goals = 10 points

Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R0.00 and up to R50 million.

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race:

Black-owned	Number of points on 90/10 points system	Proof
51-100%Black-owned enterprise	3	CSD Report and ID Copy
41-50% Black-owned enterprise	2	CSD Report and ID Required Copy
31-40%Black-owned enterprise	1	CSD Report and ID Copy
21-30% Black-owned enterprise	0	CSD Report and ID Copy
0-20% Black-owned enterprise	0	CSD Report and ID Copy

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender:

Women-owned	Number of points on 90/10 points system	Required Proof

51-100% Women-owned enterprise	3	CSD Report and ID Copy
31-50% Women-owned enterprise	1	CSD Report and ID Copy
11-29% Women-owned enterprise	1	CSD Report and ID Copy
1-10% Women-owned enterprise	1	CSD Report and ID Copy

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability:

Disability-owned	Number of points on 90/10 points system	Required Proof
51-100% Disabled-owned enterprise	2	ID Copy, CSD Report and medical certificate
31-50% Disabled-owned enterprise	1	ID Copy, CSD Report and medical certificate
11-29% Disabled-owned enterprise	1	ID Copy, CSD Report and medical certificate
1-10% Disabled-owned enterprise	0	ID Copy, CSD Report and medical certificate

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of youth:

Youth-owned	Number of points on 90/10 points system	Required Proof
51-100% Youth-owned enterprise	2	CSD Report and ID Copy
31-50% Youth-owned enterprise	1	CSD Report and ID Copy
11-29% Youth-owned enterprise	1	CSD Report and ID Copy
1-10% Youth-owned enterprise	0	CSD Report and ID Copy

maximum points for this bid are allocated as follows:

	POINTS
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PRICE	90
SPECIFIC GOALS	10
Total points	100

1.2 Form of Offer and Acceptance Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

BID NO: TECH/011026-27

PROVISION OF CONSULTANCY SERVICES & RECONSTRUCTION OF BULRUSH BRIDGE & KAMEELDOORING BRIDGE (TURNKEY PROJECT)

The Bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the **professional service provider** under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....

..... Rand (in words);

R..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the **professional service provider / consultant** in the conditions of contract identified in the contract data.

Signature

Name

Capacity

**for the
Bidder**

(Name and address of organization)

Name and signature
of witness

Date

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and contract data, (which includes this agreement)
Part C2	Pricing data
Part C3	Scope of work.

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now consultant) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

for the

Employer

THABAZIMBI MUNICIPALITY, PRIVATE BAG X530, THABAZIMBI, 0490

(Name and address of organization)

Name and signature

of witness Date

Schedule of Deviations

1 Subject _____
Details _____

2 Subject _____
Details _____

3 Subject _____
Details _____

4 Subject _____
Details _____

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

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

C1.3 Contract Data for CIDB Standard Professional Services Contract

The Conditions of Contract are the Standard Professional Services Contract published by the Construction Industry Development Board, are applicable to this contract.

Copies of these conditions of contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za

Part 1: Data provided by the Employer

Clause	Data
	The Employer is the Thabazimbi Local Municipality
3.4 and 4.3.2	The authorized and designated representative of the Employer is: Name: Ms. S Thompson The address for receipt of communications is: Telephone: 071 777 8640 Facsimile: - E-mail: thompsons@thabazimbi.co.za Address: 7 Reitbok Street, Thabazimbi, 0390 Private Bag X530, Thabazimbi, 0390
1	The Project is: Bid No: TECH/011026-27 PROVISION OF CONSULTANCY SERVICES & RECONSTRUCTION OF BULRUSH BRIDGE & KAMEELDOORING BRIDGE (TURNKEY PROJECT)
1	The Period of Performance is 12 Months (Including Construction Stage)
3.4.1	Communication by e-mail is permitted.
3.5	The location for the performance of the Project is Vakansie Dorp in Leeupoort
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.
3.15.1	The programme shall be submitted within seven (7) Days of the award of the Contract.
3.15.2	The Service Provider shall update the programme at intervals not exceeding four (4) weeks .
3.16	The time-based fees shall not be adjusted for inflation where applicable.
4.3.1(d)	The Service Provider will be required to assist in the obtaining of approvals, licenses and permits from the state, regional and other municipal authorities having jurisdiction over the Project.

Clause	Data
5.4.1	The Service Provider is required to provide a comprehensive professional indemnity cover as set out in the Professional Indemnity Schedule, to the value not less than twice the contract amount and must be valid over the Contract period. The Service Provider is required to provide the following insurance: 1. Professional indemnity insurance
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Proceeding to any Stage of the guideline scope of services as prescribed in the Engineering Profession Act 46/ 1000: Guideline Professional Fees (Scope of Services and Tariff Fees for Persons Registered in terms of the Engineering Professions Act 46 of 1000) 16 May 1025. 2. Undertaking of any additional services with a cost implication. 3. Approval of any Variations and claims from the Contractor.
7.2	The Service Provider will be required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Services within seven (7) Days of date that the Contract becomes effective.
8.2.1	The Contract is concluded when a service level agreement has been signed by all parties.
8.4.3(c)	The period of suspension under clause 8.5 is not to exceed ninety (90) calendar days.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
11.1	A Service Provider may not subcontract any work which he has the skill and competency to perform.
12.1	Interim settlement of disputes is to be by mediation.
12.2/ 12.3	Final settlement is by arbitration.
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by Employer
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the President, Association of Arbitrators (Southern Africa).
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance that is equivalent to their share in the Joint Venture or Consortium and of a total maximum of twice the full contract amount of this contract.

Clause	Data
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within six (06) months from the date of termination or completion of the Contract.
	Additional Conditions of Contract are: - Requirements to adhere to EPWP standards when implementing the Project, you are therefore to design and implement the Construction works in accordance with the Guidelines for the implementation of the Labour-Intensive project under the Expanded Public Works Programme as published by the National department of Public Works. - Requirements to Report to the Employer on a monthly basis on EPWP in terms of local Jobs created on the project. - The bid number indicated on cover page above and the offer for appointment for the project must be clearly quoted on all documents. The project number must also be printed on all drawings, documents and other correspondence. Payment Claims must be submitted for completed stages as prescribed in the Guideline for services and processes for estimating fees for persons registered in terms of the Engineering Profession Act 46/ 1000 (Government Gazette No. 52691, Board Notice 783 of 1025) and as per the appointment amount.
16	COMPLIANCE WITH THE PROTECTION OF PERSONAL INFORMATION ACT
16.1	The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 4 of 1013 (hereinafter referred to as 'POPI').
16.2	Where any party receives any personal information as defined in POPI it shall ensure that it fully complies with the provisions of the Act and only deal with the personal information to fulfil its obligations under this Agreement. The personal information received shall not be further processed or disclosed without the consent of the disclosing party.
16.3	Each party therefore understands and agrees, notwithstanding any contrary provision in any other agreement between the parties, that each party retains its full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of the provisions dealing with POPI, and may prevent the other party, any of its agents or subcontractors, or any third party who has received records from that party from violating this Agreement by any legal means available. Each party further understands that violation of the provisions dealing with POPI may subject that party to applicable legal penalties, including those provided under POPI.

Clause	Data
16.4	Within thirty (30) days after the termination of this Agreement, for whatever reason, the receiving party of either party's personal information shall return same or at the discretion of the disclosing party of such personal information, destroy such personal information, and shall not retain copies, samples or excerpts thereof.
16.5	In cases where the disclosing party has elected for the personal information to be destroyed, as provided for in clause 19.4 above, the receiving party shall, within ten (10) days of receiving the instruction to destroy the personal information, send an affidavit confirming the destruction of personal information.

Part 2: Data provided by the Service Provider

Clause	Data										
1	The Service Provider is Address: Telephone: Facsimile:										
5.3	The authorized and designated representative of the Service Provider is: Name: The address for receipt of communications is: Telephone: Facsimile: Address:										
	The Period of Performance is										
7.1.2	The Key Persons and their jobs / functions in relation to the services are: <table border="1"> <thead> <tr> <th>Name</th><th>Specific Duties</th></tr> </thead> <tbody> <tr> <td></td><td></td></tr> <tr> <td></td><td></td></tr> <tr> <td></td><td></td></tr> <tr> <td></td><td></td></tr> </tbody> </table>	Name	Specific Duties								
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TENDER NOTICE AND INVITATION TO TENDER



THABAZIMBI LOCAL MUNICIPALITY

MUNICIPAL MANAGER OFFICE

(For publication on the Municipal notice board, Newspaper, website and E-tender Portal)

Competitive bidding process

TENDER NUMBER	CIDB GRADING	DESCRIPTION	COMPULSORY BRIEFING SESSION			FUNCTIONALITY	EVALUATION CRITERIA	CLOSING DATE AND TIME	Minimum Score for functionality	CONTACT PERSON
		TENDER NAME	DATE	VENUE	COST					
TECH/01/2026-27	8CE or higher	Provision of Consultancy services & Reconstruction of Bulrush Bridge & Kameeldoring Bridge (Turnkey Project)	17/07/1026	Thabazimbi Municipality ABSA Building 10h00am	R5750.00	Company Experience (40) Key personnel (40) Plants (10) Financial Position (10) Plant & Equipment (10) 90/10 Scoring Points a) Price (90) b) Specific Goals (10)	90/10	Date: 11/08/1026 Time: 12H00	70%	Technical Enquires: S Thompson 071 777 8640 Procurement Enquiries:

A compulsory briefing session will be held on the dates and times specified above at the Municipal ABSA Building.
 The bids are to be submitted at the tender box of Thabazimbi Local Office at No:7 Rietbok Thabazimbi by the closing date and time as above mentioned where they are open in public.
 No late telefaxed or document found in any other places or proposal from service providers who have not attended the compulsory briefing session will not be considered.
 Bidders should take note of the following bidding conditions:

1. Thabazimbi Municipality Supply Chain Management Policy shall apply in the evaluation and awarding of the Tender.
2. Thabazimbi Municipality does not bind itself to accept the lowest tender reserves the right to accept the whole or part of the Tender and reserves not to appoint.

3. The Bid validity shall be 90 (Ninety) days from the date of closure.
4. Bidders must provide proof of the following to avoid disqualification : Valid CSD report not older than three (3) months , SAPS certificate , ID copy Copies of all directors , statements of municipality rate and taxes for both company and director(s) (not older than 3 months)/ letter from traditional authority not older than 3 months/ lease agreement , key personnel/ personnel/service team's experience (attach certified copies of qualification and CV;CK/Company registration valid tax pin, proof of work experience (attach relevant appointment letter).All the relevant returnable documents are attached to the document.
5. The minimum score for functionality will be as stated above and bidders who score below will not be evaluated further on price and specific goals specified for the tender.
6. Document availability – 17 July 1026

- Pay the non-refundable **R 5750.00** tender fee into the municipal account:

- Account Name: **Thabazimbi Local Municipality**
- Bank Name: **ABSA**
- Account Number:**159000 0009**
- Branch Code:**631005**
- Reference: **[Insert Tender Number or Bidder Name]**

- Tender document to be downloaded on the website and payment receipt (Proof of payment) to be attached on the document
- Failure to attach the proof of payment may result in disqualification.
- **Tender documents can also be obtained from the following websites.**

- **Municipal Website**
- **E-Tender Publication Portal**

NB: Failure to attach the proof of payment may result in disqualification. We apologize for any inconvenience caused and appreciate your understanding.

Mr. GC Letsoalo (CA) SA
MUNICIPAL MANAGER

COMPLIANCE CRITERIA REQUIREMENTS:

- All bidders must attend the compulsory briefing session
- Company registration certificate
- Original valid tax clearance pin
- Valid Public liability insurance of R 20 000 000
- Valid Professional indemnity of R 10 000 000
- SANAS approved BBB-EE certificate/ consolidated B-BBEE certificate for J/V
- Power of attorney/ letter of authority for signatory in a company letter head
- Joint venture agreements where applicable
- Certified ID copies of the All directors/ members/ proprietors not older than three months
- CIDB grading certificate/ Consolidate CIDB certificate for Joint ventures
- Valid Registration with CESA/SABTACO
- Valid Letter of Good Standing (COIDA) (FEM)
- Statement of Municipality Accounts as proof of residential address, if leasing, provide the lease agreement or a letter from traditional authority in case of a non-rateable area for the business and all company directors (Not older than three months).
- Initialising of all the pages
- Valid CSD report (Printed between the date of advert and closing date)
- Proof of work experience (attach BOTH appointment letters and completion certificates for each project for functionality stage)
- Organogram that clearly demonstrates personnel position
- Key personnel experience (attach CV, Certified qualifications, ECSA & SACPCMP and ID Copies for functionality stage).
- Signing of form of offer in words and numbers
- Signing of declaration of interest
- Letter of Intent to provide guarantee from FSB & NCR registered entities
- Three year audited/ Reviewed AFS
- Completed and signed Invitation to bid (MBD1) Provide Central Supplier Database (CSD) number / JV Complaint CSD (Attach registration summary report)

- Completed and signed Tax clearance certificate form (MBD2)
- Completed and signed declaration of interest (MBD4).
- Completed and signed declaration for procurement above R10 million (MBD5).
- Completed and signed preferential procurement form (MBD6.1)
- Completed and signed Contract form (MBD7.2)
- Completed and signed declaration on the past SCM practices (MBD8).
- Completed and signed certificate of independent bid determination (MBD9).

The 10 specific goals will be allocated as indicated in the table below:

Category persons	51- 100% Youth owned = 2 points, 31-50% Youth owned =1 points, 11- 29% % Youth owned = 1 point, 1-10% Youth owned = 0 points Maximum of 2 points
Gender	51-100% Women owned = 3 points, 31-50% Women owned = 1 points, 11-29% Women owned = 1 point, 1-10% Women owned = 1 points Maximum points of 3 points
Race	51- 100% Black owned = 3 points, 41-50% Black owned = 2 points, 31-40% Black owned = 1 point, 21-30% Black owned = 0 points, 0-20% Black owned = 0 points Maximum points of 3 points
Disability	51- 100% people with disability owned = 2 points, 31- 50% people with Disability owned = 1 points, 11-29% people with Disability owned = 1 point, 1-10% people with disability owned= 0 point Maximum points of 2 points

Failure to comply with the above-mentioned conditions may invalidate your Bid.

Please Note:

1. Section 217 of the constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive, and cost effective.
2. No application(s) will be accepted from a person in the service of the state.
3. No telegraphic, telefax, email and late applications will be accepted.
4. The lowest bid / proposal will not necessarily be accepted, and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders.
5. The Municipal Supply Chain Management Policy and Preferential Procurement Policy Framework Act No 5 of 1000 and its regulations will be applied.

**Mr GC LETSOALO
MUNICIPAL MANAGER**

THABAZIMBI LOCAL MUNICIPALITY



BID NO: TECH/01/2026-27

**PROVISION OF CONSULTANCY SERVICES & RECONSTRUCTION OF
BULRUSH BRIDGE & KAMEELDOORING BRIDGE (TURNKEY PROJECT)**

Part C2: PRICING DATA

C2.1 PROFESSIONAL FEES

Pricing Instructions

Type of contract	Recommended usage	Advantages / disadvantages
Lump sum (fixed price) contract Payment is linked to outputs (deliverables).	Use in assignments where the content and duration of the services and the required outputs are clearly defined.	Contracts are easy to administer as they are linked to deliverables.

The Engineering Council of South Africa (ECSA) as empowered through the Engineering profession Act 46/ 1000, after consultation with the voluntary associations, representatives of service providers and clients in the public and private sector, has published the Guideline Professional Fees (Scope of services and tariff of fees for Persons registered in terms of the Engineering Profession Act, 46/ 1000).

The ***“Guideline Professional Fees (Scope of services and tariff of fees for Persons registered in terms of the Engineering Profession Act, 46/ 1000)”***, published as Board Notice 783 of 16 May 1025 (*Government Gazette Number 52691*) must be used by the Bidder to estimate/ calculate their professional fees for services to be rendered in accordance with the Scope of Work in **Part C3**; which will then be used in a competitive selection process.

C2.1.1 Activity Schedules / Schedules of Prices

C2.1.1.1 Normal Services

- Fees below must be calculated in accordance with the Government Gazette no. 52691: Guideline Professional Fees (Scope of services and tariff of fees for Persons registered in terms of the Engineering Profession Act, 46/ 1000), based on the cost of works under the Civil and Structural Engineering Services pertaining to Engineering Projects

Primary Fee (P)	R
Secondary Fee (S)	R
Sub Total A (P+S)	R
MULTIPLY by Factor	1.25
Sub Total B	R
LESS: Discount (Indicate percentage)%	R
TOTAL (Excl VAT)	R (C.2.1.1.1)

Note: - Professional fees will be adjusted based on the actual construction amount of the appointed Contractor.

C2.1.1.2 Expenses and Costs

A Consulting Engineer may recover from the Client:

- All expenses incurred in rendering their services (Travelling, production of documents, copying, etc)
- All other costs incurred on behalf of and with approval of Client

These additional expenses and costs (Disbursements) will be paid to the Consulting Engineer but must not exceed **10%** of the Fees for normal services.

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DESCRIPTION	AMOUNT
Estimated Disbursements	
TOTAL (Excl VAT)	R (C.2.1.1.2)

Note: A separate breakdowns Calculation Sheet must be attached by the Bidder.

C2.1.1.3 Additional Services

A separate detailed quote for only the necessary additional services must be attached to this Bid.

The possible additional Services for this project are:

DESCRIPTION	AMOUNT
Topographical/ Land Survey	R
Geotechnical Investigations	R
Water Use License Application (WULA)	R
Environmental Impact Assessment (EIA)	R
Occupational Health and Safety Agent	R
Construction Monitoring (Level 3)	R
TOTAL (Excl VAT)	R (C.2.1.1.3)

Note: Construction Monitoring is expected at Level 3 as described in the ECSA guidelines and at an additional cost to the Client.

Total Price including VAT to be completed in Section “C1.1: Form of Offer and Acceptance”:

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SUMMARY	
Normal Services (C.2.1.1.1)	R
Expenses and Costs (Disbursements) (C.2.1.1.2)	R
Additional Services (C.2.1.1.3)	R
SUB TOTAL	R
ADD 15% VAT	R
TOTAL	R

Consultant

Witness 1

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C2.2 CONSTRUCTION BILL OF QUANTITIES

TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)

Section 1200: General Requirement and Provisions

Item	Method	Description	Unit	Quantity	Rate	Amount
12.00		GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	LIC	Locating existing services	Prov Sum	1.00	10,000.00	10,000.00
B12.02	LIC	Hand excavation to determine the positions of existing services	m ³	150		-
B12.03	LIC	Relocation of existing pipe including excavation, removal of pipe,	Prov Sum	1.00	10,000.00	10,000.00
B12.06		Provisional sum for protection and/ or relocation of existing services including Electrical Cables and Poles as ordered by Engineer	Prov Sum	1.00	10,000.00	10,000.00
12.07		<u>Notices, Signs and Advertisements</u>				-
		Contract boards	No	2		
B12.08	LIC	Provision for training for student	Prov.Sum	1.00	72,000.00	72,000.00
B12.10		Demolition of of Existing Structure	Prov Sum	1	20,000.00	20,000.00
B12.11		Royalties	Prov Sum	1.00	30,000.00	30,000.00
12.18		<u>Remedial Work</u>				
(a)		Rehabilitation of borrow pits	Prov. Sum	1	50,000.00	50,000.00
12.19		Training Items				
(a)		Training allowance paid to targeted labour in terms of targeted Labour Training(Prov.)	Prov. Sum	1.00	11,250.00	11,250.00
(b)		Extra over for the administration payment of training allowances to targeted labour(Prov.)	Prov. Sum	1.00	15,000.00	15,000.00
(c)		Transport and accomodation of workers for training where it is not possible to undertake the training in close proximity to the site(Prov.)	Prov.Sum	1.00	20,000.00	20,000.00
12.20		Percentage for charges and profit on the provisional sums for contractor's cost and profit (B12.10 to B12.19)	%	237,000.00		
		Re-Establishment of Site	Sum	1		
TOTAL CARRIED TO SUMMARY					R	

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TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)						
Section 1300: Contractor's Establishment						
Item	Method	Description	Unit	Quantity	Rate	Tendered Amount
13.00		CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
13.01		<u>The contractor's general obligations</u>				
(a)		Fixed obligations	Lump Sum	1		
(b)		Valued-related obligations	Lump Sum	1		
(c)		Time-related obligation	Month	12		
13/B12.01		<u>Community Liason Officer</u>				
(a)	LIC	Community Liason Officer cost	Prov Sum	1	78,000.00	78,000.00
(b)		Handling costs and charges for contractors on item 13/B12.03	%	42,000.00		
13/B12.04		<u>Cost of survey/engineering technician for setting out</u>	Prov Sum	1	72,000.00	72,000.00
(b)		Handling costs and charges for the contractor on it and the two below items	%	72,000.00		
TOTAL CARRIED TO SUMMARY					R	

Consultant

Witness 1

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Employer

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Section 1400: Accommodation of Traffic

Item	Method	Description	Unit	Quantity	Rate	Tendered Amount
14		HOUSING, OFFICES AND LABORATORY FOR ENGINEER'S SITE PERSONNEL				
14.01		<u>Offices and Laboratory Accommodation</u> The provision of accommodation as specified, including				
		(a) Offices (interior floor space only)	m2	20		
		(b) Laboratories (interior floor space only)	m2	15		
		(c) Ablution units	m2	10		
B14.02		Office and laboratory furniture:				
		(a) Chairs	No	20		
		(b) Desks, complete with drawers and	No	1		
		(c) Conference tables	No	1		
B14.03		Office and laboratory fittings, installations and				
		(a)(xv) Steel filing cabinets with drawers	No	1		
14.03		<u>Prime Cost items and items measured and paid for in lump sum</u>				
		a) Provision of telephone including cost of calls for contract administration and telephone rental	PC Sum	1	10,000.00	10,000.00
		b) Handling costs and profit in respect of 14.03(a)	%	10,000.00		
14.08		Services				
		a) Services at offices and laboratory				
		(i) Fixed costs	Lump Sum	1		
		(ii) Running costs	Month	12		
TOTAL CARRIED TO SUMMARY					R	

Consultant

Witness 1

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Employer

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TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)

Section 1500: Accomodation of Traffic

Item	Method	Description	Unit	Quantity	Rate	Tendered Amount
15.00		ACCOMODATION OF TRAFFIC				
15.01		<u>Accommodating traffic and maintaning temporary deviations</u>	km	1.00		
15.02		Earthworks for temporary deviations				
		a) Shaping of temporary deviations	km	1		
		b) Cut and borrow to fill	m ³	42		
		c) Cut to spoil	m ³	20		
15.03		<u>Temporary traffic-control facilities</u>				
		a) Flagmen	man-days	528		
		b) Portable STOP and GO-RY signs	No	2		
		c) Road signs R- and TR- series (600mm)	No	2		
		d) Road signs and TW- series (600mm)	No	2		
		e) Amber flicker lights for use by the Engineer and his staff	No	0		
		f) Delineators (DTG50J) (600mm high) x 200mm wide:	No	2		
		g) Mounted back-to-back	No			Rate Only
		h) Moveable barricade/road sign combination (6m wide)	No	2		
		i) Traffic cones (750mm high)	No	8		
15.05		Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations				
		a) Temporary deviations	m ³	480		
		b) Existing gravel shoulders	m ³	300		
15.06		Watering of temporary deviations	kl	14,256		
15.07		Blading by grader of:				
		a) Temporary deviations	km-pass	10		
		b) Existing roads used as temporary deviations	km-pass	10		
15.10		Accommodation of traffic where road is constructed in half-widths	km			Rate Only
TOTAL CARRIED TO SUMMARY					R	

Consultant

Witness 1

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Employer

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Section 1600: Overhaul

Item	Method	Description	Unit	Quantity	Rate	Amount
16.00		OVERHAUL				
16.01		Overhaul on material hauled in excess of 0.5 km. for haul of up to or through 1 km (restricted overhaul)	m³	2160		
16.02		Overhaul on material halued in excess of 1 km. (ordinary overhaul)	m³-km	19440		
TOTAL CARRIED TO SUMMARY					R	

Consultant

Witness 1

Witness 2

Employer

Witness 1

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Section 1700: Clearing and Grubbing

Item	Method	Description	Unit	Quantity	Rate	Tendered Amount
17.00		CLEARING AND GRUBBING				
17.01		Clearing and grubbing	ha	0.40		
17.02		<u>Removal and grubbing of large trees and tree stumps</u>				
(a)		Girth exceeding 1 m up to 2 m	No	1		
(b)		Girth exceeding 2 m up to 3 m	No	1		
17.04		Clearing and grubbing at inlets and outlets of hydraulic structures	m ²			Rate Only
17.05		<u>Clearing out of hydraulic structures</u>				
(a)		Pipes with an internal diameter up to and including 750 mm	m ³			Rate Only
TOTAL CARRIED TO SUMMARY					R	

Consultant

Witness 1

Witness 2

Employer

Witness 1

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Item	Method	Description	Unit	Quantity	Rate	Tendered Amount
21.00		DRAINS				
21.01		<u>Excavation for open drains:</u>				
(a)	LIC	Excavating soft material situated within the following depth ranges below the surface level:				
(i)		0 m up to 1.5 m	m ³	150		
(ii)		Exceeding 1.5m and up to 3.0m	m ³	45		
21.02	LIC	Clearing and shaping of existing open drains	m ²	300		
TOTAL CARRIED TO SUMMARY					R	

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)

Section 2300: Concrete Works						
Item	Method	Description	Unit	Quantity	Rate	Tendered Amount
23.00		CONCRETE KERBING, CONCRETE CHANNELING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23.01	LIC	Concrete kerbing				Rate Only
		a) Precast kerbing to SABS 927				
		i) 300 mm x 300 mm edge beams	m			
23.03		Concrete chutes				
		Cast insitu using concrete class 25/19, incl. formwork	m ³	12		
23.07	LIC	Treaming of excavations for concrete lined drains				
		a) in soft material	m ²	120		
		b) in hard material	m ²	24		
		Hard rock requiring Blasting	m ³	20		
23.10		Sealed joints in concrete lining of drains				
		a) Silicon based sealant	m	60.00		
23.16	LIC	(a) Cast in situ concrete lining (30MPa V-drain 1.5m wide x 0.2m deep)	m ³	18.00		
a)	LIC	30MPa				
		(b) To sides with formwork on both internal and external faces (each face measured)	m ²	90.00		
TOTAL CARRIED TO SUMMARY					R	

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Section 3100: Earthworks						
Item	Method	Description	Unit	Quantity	Rate	Tendered Amount
31.00		BORROW MATERIALS				
31.01		Excess overbudden	m ³	500		
31.03		Finishing-off borrow areas in:				
(a)		Hard material	ha	1		
(b)		Intermediate material	ha	1		
(c)		Soft material	ha	1		
TOTAL CARRIED TO SUMMARY					R	

Consultant

Witness 1

Witness 2

Employer

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Item	Method	Description	Unit	Quantity	Rate	Amount
32.00		SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS				
32.04		Removal of oversize pavement material	m³	60		Rate Only
32.05		Additional normal grid rolling	m³			
32.06		Stockpiling of material	m³	2880		
TOTAL CARRIED TO SUMMARY					R	

Consultant

Witness 1

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Witness 2

TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)

Section 3300: Earthworks

Item	Method	Description	Unit	Quantity	Rate	Tendered Amount
33.00		MASS EARTHWORKS				
33.01		<u>Cut and borrow to fill, including free-haul up to 0.5 km</u>				
a)		Material in compacted layers of 200 mm thickness and less:				
i)		Compacted to 90% of modified AASHTO density	m ³	4140		
33.03		<u>Extra-over item 33.01 for excavating and breaking down materials in:</u>				
(a)		intermediate excavation	m ³	1035		
(b)		hard rock excavation	m ³	828		
33.04		<u>Cut to spoil, including free-haul up to 0.5 km. Material obtained from:</u>				
a)		soft excavation	m ³	1656		
b)		intermediate excavation	m ³	414		
c)		hard excavation	m ³	414		
d)		Boulders excavation	m ³	207		
33.07		<u>Removal of unsuitable material (including free-haul of 0.5km):</u>				
b)		In layer thickness exceeding 150 mm:				
i)		Stable material	m ³	414		
ii)		Unstable Material	m ³	207		
33.09		Material bladed to windrow	m ³			Rate Only
33.10		<u>Roadbed preparation and compaction of material</u>				
(b)		Compaction to 93% of modified AASHTO density	m ³	2250		
33.11		Six-roller pass compaction				
		a) Vibratory roller	m ²	400		
33.12		<u>In situ treatment of roadbed:</u>				
a)		In situ treatment by ripping	m ³	2250		
33.13		Finishing off of cut and fill slopes				
		a) Cut slopes	m ²	175		
		b) Fill slopes	m ²	125		
TOTAL CARRIED TO SUMMARY					R	

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Section 3400: Pavement Layers of Gravel

Item	Method	Description	Unit	Quantity	Rate	Tendered Amount
34.00		PAVEMENT LAYERS OF GRAVEL MATERIAL				
34.01		Pavement layers constructed from gravel obtained from borrow, including free haul up to 1km				
		c) Gravel subbase layer (unstabilised gravel) compacted to:				
		i) 95% Mod AASHTO density in 150 mm thicknesses	m ³	3300		
		e) Gravel base (unstabilised gravel) compacted to:				
		ii) 98% of Mod AASHTO density in 125 mm thicknesses	m ³			Rate Only
		b) Gravel shoulder compacted to 95% Mod AASHTO density in 150 mm thicknesses	m ³			Rate Only
34.14		Pavement layers constructed from gravel obtained from commercial sources				
		a) Gravel subbase layer (unstabilised gravel) compacted to:				
		i) 95% Mod AASHTO density in 125 mm thicknesses	m ³			Rate Only
		b) Gravel base (unstabilised gravel) compacted to:				
		ii) 98% of Mod AASHTO density in 125 mm thicknesses	m ³			Rate Only
TOTAL CARRIED TO SUMMARY					R	

Consultant

Witness 1

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Witness 2

TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1/5100	SECTION 5100 PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION				
51.01	Stone pitching (a) Plain pitching (i) Method 1	m ²	330		
1/5100	CARRIED FORWARD TO SUB-TOTAL PREFRABRICATED CULVERTS (SECTION 2200)				
TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1/5200	SECTION 5200 GABIONS				
52.01	Foundation trench excavation and backfilling (b) In all other classes of materials	m ³	33.6		
52.02	Surface preparation for bedding the gabions	m ²	56		
52.03	Gabions (a) Galvanized gabion boxes (i) 2m x 1m x 1m size and 80 x 100 x 2.7mm dia galvanised wire mesh	m ³	96		
	(c) Galvanized gabion mattresses: (i) 0.3m deep and 80 x 100 x 2.5mm diam galvanised wire mesh with 1m between diaphragm	m ³	58		
52.04	Filter fabric: (a) Grade 2 (i) Non-woven	m ²	2304		
1/5200	CARRIED FORWARD TO SUB-TOTAL PREFRABRICATED CULVERTS (SECTION 2200)				

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TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1/6100	SECTION 6100				
	FOUNDATIONS FOR STRUCTURES				
61.01	Additional foundation investigations	Sum	1		
61.02	Excavation: (a) Excavating soft material situated within the following successive depth ranges: (i) 0m up to 2m (ii) Exceeding 2m up to 4m (iii) Exceeding 4m up to 6m (b) Extra over sub-item 61.02(a) for excavation in hard material irrespective of depth (c) Extra over subitem 61.02(a) for additional excavation required by the engineer after the excavation has been completed (d) Extra over subitem 61.02(a) for excavation by hand	m ³ m ³ m ³ m ³ m ³ m ³	3360 2160 1140 999 666 540		
B61.03	Access and drainage: (b) Drainage where no access has been provided	L/Sum	1		
61.04	Backfill to excavations utilising: (a) Material from the excavation (b) Imported material	m ³ m ³	3240 1080		
61.05	Fill within a restricted area (extra over item B33.01)	m ³	810		
61.06	Overhaul in excess of 1.0km on excavated material and on material imported for backfill, foundation fill and fill for caissons	m ³ .km	29160		
61.07	Overbreak in excavation in hard material	m ³	1120		
	CARRIED FORWARD TO SUB-TOTAL PREFABRICATED CULVERTS (SECTION 2200)				
TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				
61.08	Foundation fill consisting of: (a) Rock fill (c) Compacted granular material - G5 Layers (e) Concrete screed (75mm thick Class 15/19)	m ³ m ³ m ³	840 560 190		
61.14	Foundation lining (a) of Polyethylene, 250 micron thick under apron slab	m ²	2150		
B61.51	Lateral support to excavations (a) Existing road embankment: (i) 0 to 2m depth (ii) 2 to 4m depth	m ² m ²	140 150		
1/6100	CARRIED FORWARD TO SUB-TOTAL PREFABRICATED CULVERTS (SECTION 2200)				

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TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1/6200	SECTION 6200 FALSEWORK, FORMWORK AND CONCRETE FINISH				
62.02	Vertical formwork to provide: (a) Class F1 surface finish to: (i) Base Slab (ii) Culvert Walls - Outside Face (iii) Roof Slab (iv) Wing Walls - Bases (v) Wing Walls - Back of wall (b) Class F2 surface finish to: (ii) Wing Walls - Front of wall (iii) Head Wall	m² m² m² m² m² m² m²	1320 150 1800 296 296 496 176		
62.03	Horizontal formwork to provide: (b) Class F2 surface finish to: (i) Roof Slab	 m²	 2280		
B62.04	Inclined formwork to provide (b) Class F2 surface finish to: (i) Roof Slab - Haunches	 m²	 240		
1/6200	CARRIED FORWARD TO SUB-TOTAL PREFRABRICATED CULVERTS (SECTION 2200)				
TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1/6300	SECTION 6300 STEEL REINFORCEMENT FOR STRUCTURES				
63.01	Steel reinforcement for: (a) The entire of the structure (i) Mild steel bars (ii) High-yield-stress-steel bars (b) Galvanized Dowel Bars between Culvert Units (c) Stainless/Galvanised steel for parapets and endblocks	 t t t	 12 110 18		
1/6300	CARRIED FORWARD TO SUB-TOTAL PREFRABRICATED CULVERTS (SECTION 2200)				

Consultant

Witness 1

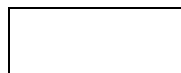
Witness 2

Employer

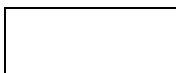
Witness 1

Witness 2

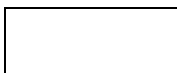
TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1/6400	SECTION 6400				
	CONCRETE FOR STRUCTURES				
B64.01	Cast in situ concrete:				
	(a) Normal concrete (Class 35/19) in:				
	(i) Wing wall - Bases	m³	108		
	(ii) Apron Slab & Cut off wall	m³	54		
	(iii) Wing Walls	m³	215		
	(vi) Culvert - Base slab	m³	1340		
	(v) Culvert - Roof slab	m³	196		
	(vii) Head wall	m³	130		
B64.06	Demolishing existing concrete (leave all reinforcement in tact)				
	(a) Reinforced concrete in:				
	(i) Wing Walls	m³	96		
	(ii) Wing Wall Bases	m³	180		
	(iii) Slabs & Cut off walls	m³	825		
	(iv) Head wall	m³	73		
B64.07	Curing of concrete:				
	(a) All concrete using a water based low viscosity clear wax emulsion curing compound	m²	4534		
B64.08	Portal and rectangular culverts				
	(b) With prefabricated floor slab. 2400 x 2400	m	110		
1/6400	CARRIED FORWARD TO SUB-TOTAL PREFRABRICATED CULVERTS (SECTION 2200)				
TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1/6600	SECTION 6600				
	NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURES				
	JOINTS				
B66.06	Filled joints				
	(a) 10mm bitumen impregnated fibre board	m²	170		
	PARAPETS AND RAILINGS				
66.18	Numbers for structures:				
	(a) Number plates				
	(i) Bridge number	No	4		
	DRAINAGE FOR STRUCTURES				
66.19	Drainage pipes and weep holes:				
	(b) Weep holes:				
	(i) Measured by the metre:				
	(1) Of uPVC and 10mm diam (Class 12)	m	280		
66.21	Synthetic-fibre filter fabric Kaymat U34 or similar approved	m²	276		
B66.28	Drainage strips:				
	Perforated drainage pipes - M65 Netlon perforated pipe wrapped in kaymat U34, or similar approved, complete with 300mm x 50mm mortar bed	m	316		
1/6600	CARRIED FORWARD TO SUB-TOTAL PREFRABRICATED CULVERTS (SECTION 2200)				



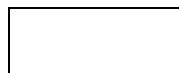
Consultant



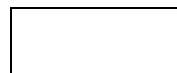
Witness 1



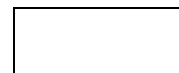
Witness 2



Employer



Witness 1



Witness 2

TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)		
5100	PITCHING, STONework AND PROTECTION AGAINST EROSION	
5200	GABIONS	
6100	FALSEWORK, FORMWORK AND CONCRETE FINISH	
6200	FALSEWORK, FORMWORK AND CONCRETE FINISH	
6300	STEEL REINFORCEMENT FOR STRUCTURES	
6400	CONCRETE FOR STRUCTURES	
6600	NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURES	
	SUB-TOTAL PREFABRICATED CULVERT CARRIED TO SUMMARY (SECTION 2200)	

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)

SCHEDULE B: OSHA AND ENVIRONMENTAL PLAN

Item	Method	Description	Unit	Quantity	Rate	Tendered Amount
B1		Occupational health and safety				
B1.1		Contractors initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Sum	1		
B1.2		Contractors time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month	12		
B1.3		Submission of the Health and Safety File	Sum	1		
B1.4		Compliance with Covid-19 OHS Specifications (Including Employees' Screening, Workplace Readiness Plan and Risk Assessment Safety Procedure file, Re-usable Masks, Hand Sanitiser with Spray and Non-contact forehead body infra-red thermometer.	Sum	1		
TOTAL CARRIED FORWARD						

TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)

SCHEDULE C: PROVISION OF STRUCTURED TRAINING

Item	Method	Description	Unit	Quantity	Rate	Tendered Amount
		BALANCE BROUGHT FORWARD			R	
C1200		Provision of Structured training				
C12.05		Provision for accredited training				
		(a) Generic Skills	Prov Sum	1	R 200,000.00	R 200,000.00
		(b) Entrepreneurial skills	Prov Sum	1	R 200,000.00	R 200,000.00
		(c) Training venue (only if required)	Prov.Sum	1	R 50,000.00	R 50,000.00
		(d) Handling cost and profit in respect of sub-item C12.05 (a); (b) and (c) above	%	R 450,000.00		
TOTAL CARRIED FORWARD TO SUMMARY						

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TECH/1/2026-27.: RECONSTRUCTION OF BULRUSH BRIDGE AND KAMEELDOORING BRIDGE (TURNKEY PROJECT)			
SUMMARY OF SCHEDULES			
SECTION	METHOD	DESCRIPTION	AMOUNT
1200	LIC	GENERAL REQUIREMENTS AND PROVISIONS	
1300		CONTRACTOR'S ESTABLISHMENT ON SITE	
1400		HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL	
1500		ACCOMMODATION OF TRAFFIC	
1600		OVERHAUL	
1700		CLEARING & GRUBBING	
2100	LIC	DRAINS	
2200	LIC	PREFABRICATED CULVERTS	
2300	LIC	CONCRETE KERBING & CHANNELLING	
3100		BORROW MATERIALS	
3200		SELECTION, STOCKPILING	
3300		MASS EARTHWORKS	
3400		PAVEMENT LAYERS OF GRAVEL	
5400	LIC	GUARD RAILS	
5600	LIC	ROAD SIGNS	
5900		FINISHING	
8100		TESTING	
B & C		SCHEDULE B & C	
		SUB-TOTAL A	
		CONTIGENCIES @ 10%	
		SUB-TOTAL B:CONSTRUCTION COST	
		<u>VAT @15%</u>	
		TOTAL CONSTRUCTION COST	
		Add 15% Professional Fess	
		TOTAL AMOUNT TENDERED CARRIED TO OFFER	

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MFUNICIPALITY



BID NO: TECH/01/2026-27

PROVISION OF CONSULTANCY SERVICES & RECONSTRUCTION OF BULRUSH BRIDGE & KAMEELDOORING BRIDGE (TURNKEY PROJECT)

Part C3: SCOPE OF WORK

47

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1 PROJECT DESCRIPTION AND BACKGROUND

Thabazimbi Municipality embarked on a project for Provision of Consultancy Services & Re-Construction of Bulrush Bridge & Kameeldooring bridge (Turnkey Project). The scope of works entails:

Thabazimbi Local Municipality experienced heavy rains during disaster period of December 2024 to March 2025 which caused infrastructure damages to various infrastructure including two critical bridges in Leeupoort area namely Bulrush bridge & Kameeldooring bridge. The community of Leeupoort constructed a temporary structure which is currently providing access to the residents. The bridge is in urgent need of reconstruction.

The project will be implemented for a duration of 12 months.

C3.2 OBJECTIVE

The Municipality is mandated to address municipal infrastructure backlog by maximizing projects implementation effectively and efficiently.

The main objective for this project is to reconstruct and restore bridge access over the flood damaged infrastructure that is vital for community access and movement.

C3.3 PROJECT LIFE CYCLE

Number Stage	Name of Stage	Deliverables
Stage 1	Inception: Developing a business case Conduct feasibility study Identify project stakeholders	• Municipality identified damaged infrastructure • MISA provided technical report on the damaged infrastructure with budget recommendations
Stage 2	Planning: Develop scoping Identify potential risks & create operating procedures Create & allocate budget and resources type	TLM seeks to appoint a Turnkey (design and reconstruct) service provider to conduct preliminary designs and relevant specialist studies.
Stage 3	Designs: Development & Approval of designs	The appointed service provider will commence with detailed designs once preliminary designs are approved by TLM
Stage 4	Documentation: Compiling of tender document Procurement of the contractor	The final project scope for construction will be reviewed by TLM and MISA
Stage 5	Monitoring and supervision/Construction	The project will be implemented under Design and build contract with TL and MISA supervision.
Stage 6	Close out	Project handover to TLM

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4 SCOPE OF SERVICES

The scope of works for the project will consist of the following:

C3.4.1 Design scope

- Conduct Geotechnical Investigations, Environmental Assessment (EIA; WULA) and topographical survey for the development of preliminary designs and submit such reports to the client.
- The project professional indemnity insurance shall be R 20 000 000.
- All designs shall be approved by the Municipality & MISA.
- The specialist ECSA registered bridge engineer shall form part of the team and sign off bridge design & drawings.
- The project shall have a lead project engineer who will administer the contract.
- Prepare preliminary designs and develop detailed designs upon approval.
- Issue detailed drawings in CAD & PDF.
- The design must comply with TMH/AASHTO/SANS Standards
- The bridge shall be fit for purposes with the minimum design life of 100 years and survive a 1:50 year flood.
- Provision of quality assurance program.
- Conduct site supervision and monitoring of the works applying the EPWP principles as per guideline.
- Enforcing compliance of OHS and environmental issues throughout project implementation.
- Facilitate and monitor relevant and appointed sub consultants.
- Provide consulting engineering services in line with ECSA scope & Fee guidelines.
- Professional services agreement shall be in line PROCSA and shall be signed accordingly.
- Attending of monthly consultants and other necessary meeting invited by the client.
- Provide monthly reports to the client.
- Provide weekly progress updates reports to the client.
- Prepare storm water management plan to the client.
- Prepare traffic accommodation plans.

C3.4.2 Construction scope

Preliminary & General

- Site establishment includes contractor's camp, offices
- Setting out of work and survey control.
- Compliance with Health & Safety, Environmental and Quality plans.
- Locating and protecting existing services.
- Demolition of existing damaged culvert structures.

Accommodation of traffic

- Construct and maintain temporary deviations.
- Construct and maintain temporary waterway bypasses to protect construction works.
- Maintain excavations free of water with the use of deviations & pumping.

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Provide flagmen, signage, STOP/GO controls, cones and barricades.
- Maintain traffic flow during construction including watering, blading, gravelling.

Clearing and Grubbing

- Remove vegetation, stumps, debris within work footprint.
- Clear inlets and outlets of hydraulic structures.
- Remove silt from existing drains and culverts.

Earthworks

- Excavations of foundations, abutments, wingwalls, embankments, etc
- Cut to spoil unsuitable material and dispose as directed.
- Backfill bridge trenches with approved material.
- Construct embankments in specified and classified layers.

Prefabricated Culvert Works

- Demolish existing culvert structures
- Excavate trenches (0–3m depth, soft and hard rock).
- Install foundation footings
- Supply & install box culvert (sizes will determine by the designs)
- Backfill using excavated and imported material.

Structures: Wingwalls

- Construct inlet and outlet structures as per designs.
- Construct wingwalls including reinforcement, formwork and concrete pouring.

Erosion Protection

- Provide grouted stone pitching.
- Construct gabion baskets and mattresses including filter fabric.
- Provide protection to embankments and bridge/culvert outlets.

Pavement & Road Formation

- Prepare subgrade and roadbed including compaction.
- Construct gravel wearing coarse
- Shape and finish road shoulders and embankments.

Guardrails & Road Furniture

- Install galvanised guardrails on timber and steel posts.
- Install bridge adaptors and end treatments.
- Provide reflective plates, road signs and foundations.

Finishing & Landscaping

- Finishing of road reserve and slopes.
- Topsoiling and grassing as required.
- Trimming, shaping and final clean-up of site.

Testing & Compliance

- Testing of materials and workmanship as directed by Engineer.

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Special tests were required for compliance.

C3.5 TYPE OF CONTRACT

The project will be implemented on a turkey contract basis, and the type of contract is **General Conditions of contract for Construction works (GCC 2015 3RD Edition).**
And PROCSA

C3.6 DURATION OF PROJECT

The project will be implemented for a period of 12 months.

C3.7 CIDB GRADING

Class of work according to scope of work: Civil Engineering (CE)

C3.7.1 Applicable CIDB grading:

The grading for the project will be: 8CE or higher in line with the scope of work and project budget.

DESIGN STANDARDS AND SPECIFICATIONS

The design standards which will apply to this project are as follows and not limited to:

- Guidelines for Human Settlement Planning and Design, Volume 2 (The Red Book).
- SANS
- COLTO
- EPWP and Labour-Intensive methods must also be considered.

C3.5 PROGRAMME AND TIMING

Upon acceptance of appointment the Consulting Engineer must submit their proposed programme of works which must not proceed for over 12 months (including Construction). The Consulting Engineers must indicate on their proposed programme of activities how they aim to achieve completion of the project within Twelve months (12) months.

C3.6 APPOINTMENT OF SERVICE PROVIDER

Thabazimbi Local Municipality reserves the right to reject or accept any bid received. The successful Bidder will be informed in writing and will be requested to accept or reject the offer within a stipulated time.

C3.6 FORM OF AGREEMENT

A Service Level Agreement will be signed with the successful Bidder.

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY



BID NO: TECH/01/2026-27

**PROVISION OF CONSULTANCY SERVICES & RE-CONSTRUCTION OF
BULRUSH BRIDGE & KAMEELDOORING BRIDGE (TURNKEY PROJECT)**

Part C4: DRAWINGS

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C4.1 SITE INFORMATION

The project is located in Leeupoort. It is within the Jurisdiction of Thabazimbi Local municipality Local Municipality of the Waterberg District Municipality in the Limpopo Province. The GPS Co-ordinates are as follows:

Bullrush Bridge:

Longitude (E)	24°	54'	56,75"
Latitude (S)	27°	38'	17,33"

Kameeldoring Bridge :

Longitude (E)	24°	54'	54.12"
Latitude (S)	27°	38'	39,44"

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1. GENERAL CONDITIONS OF CONTRACT

1.1. DEFINITIONS

1.1.1	Closing Time	Means the date and hour specified in the bidding documents for the receipt of bids.
1.1.2	Chief Executive Officer	Means the Accounting Officer of the municipality or his/her duly authorised
1.1.3	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
1.1.4	Contract Price	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.1.5	Corrupt Practice	means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.1.6	Countervailing duties	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
1.1.7	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.
1.1.8	Day	means calendar day.
1.1.9	Delivery	means delivery in compliance of the conditions of the contract or order.
1.1.10	Delivery ex stock	means immediate delivery directly from stock actually on hand
1.1.11	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.
1.1.12	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.
1.1.13	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.
1.1.14	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.
1.1.15	GCC	Means the General Conditions of Contract
1.1.16	Goods	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.1.17	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.
1.1.18	Letter of Acceptance	Means the written communication by the organisation to the contractor recording the acceptance by the Municipality recording the acceptance of the contractor's tender subject to the further terms and conditions to be itemized in the contract.
1.1.19	Local Content	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
1.1.10	Manufacture	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.1.21	Order	means an official written order issued for the supply of goods or works or the rendering of a service.
1.1.22	Project Site	where applicable, means the place indicated in bidding documents.
1.1.23	Purchaser	means the organization purchasing the goods.
1.1.24	Republic	Means the Republic of South Africa
1.1.25	SCC	Means the Special Conditions of Contract
1.1.26	Services	means that 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.
1.1.27	Signature Date	Means the date of the letter or acceptance
1.1.28	Tender	Means an offer to supply goods/services to the organisation at a price
1.1.29	Tenderer	Means any person or body corporate offering to supply goods/services to the organization
1.1.30	Written or In Writing	means handwritten in ink or any form of electronic or mechanical writing.

1.2. APPLICATION

1.2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
1.2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
1.2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

1.3. GENERAL

1.3.1	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.
1.3.2	Invitations to bid are usually published in locally distributed news media and in the institution's website.

1.4. STANDARDS

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1.4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
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1.5 USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

1.5.1	The provider 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 provider 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.
1.5.2	The provider 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.
1.5.3	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 provider's performance under the contract if so required by the purchaser.
1.5.4	The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

1.6. PERFORMANCE SECURITY

1.6.1	Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
1.6.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
1.6.3	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.
1.6.4	The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

1.7. INSPECTIONS, TESTS AND ANALYSES

1.7.1	All pre-bidding testing will be for the account of the bidder.
1.7.2	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 purchaser or an organization acting on behalf of the purchaser.
1.7.3	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.
1.7.4	If the inspections, tests and analyses referred to in clause 8.2 & 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.
1.7.5	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 provider.
1.7.6	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.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1.7.7	Any contract supplies may on or after delivery be inspected, tested or analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
1.7.8	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.

1.8. PACKAGING

1.8.1	The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
1.8.2	The packaging, 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, and in any subsequent instructions ordered by the purchaser.

1.9. DELIVERY AND DOCUMENTS

1.9.1	Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.
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1.10. INSURANCE

1.10.1	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.
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1.11. TRANSPORTATION

1.11.1	Should a price other than an all-inclusive delivered price be required, this shall be specified.
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1.12. INCIDENTAL SERVICES

1.12.1	The provider may be required to provide any or all of the following services, including additional services, if any: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
1.12.2	Prices charged by the provider 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 provider for similar services.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1.13. SPARE PARTS

1.13.1	As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider: (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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.
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1.14. WARRANTY

1.14.1	The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
1.14.2	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.
1.14.3	The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
1.14.4	Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
1.14.5	If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

1.15. PAYMENT

1.15.1	The method and conditions of payment to be made to the provider under this contract shall be specified
1.15.2	The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
1.15.3	
1.15.4	Payment will be made in Rand unless otherwise stipulated.

1.16. PRICES

1.16.1	Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
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1.17. INCREASE / DECREASE OF QUANTITIES

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1.17.1	In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
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1.18. CONTRACT AMENDMENTS

1.18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
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1.19. ASSIGNMENT

1.19.1	The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
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1.20. SUBCONTRACTS

1.20.1	The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
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1.21. DELAYS IN THE PROVIDER'S PERFORMANCE

1.21.1	Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract
1.21.2	If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
1.21.3	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
1.21.4	Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.
1.21.5	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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 provider'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 provider.

1.22. PENALTIES

1.22.1	Subject to GCC Clause 25, if the provider 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 good 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.
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Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1.23. TERMINATION FOR DEFAULT

1.23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part: (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
1.23.2	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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

1.24. ANTI-DUMPING AND COUNTER-VAILING DUTIES AND RIGHTS

1.24.1	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 favorable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.
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1.25. FORCE MAJEURE

1.25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.
1.25.2	If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

1.26. TERMINATION FOR INSOLVENCY

1.26.1	The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,
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1.27. SETTLEMENT OF DISPUTES

1.27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
1.27.2	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 provider 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.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1.27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
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1.27.4	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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract
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1.28. LIMITATION OF LIABILITY

1.28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and (b) the aggregate liability of the provider 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.
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1.29. GOVERNING LANGUAGE

1.29.1	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.
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1.30. APPLICABLE LAW

1.30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
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1.31. NOTICES

1.31.1	Every written acceptance of a bid shall be posted to the provider 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.
1.31.2	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.

1.32. TAXES AND DUTIES

1.32.1	A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
1.32.2	A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
1.32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidders are in order.

1.33. TRANSFER OF CONTRACTS

1.33.1	The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.
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Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1.34. AMENDMENT OF CONTRACTS

1.34.1	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing
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Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2. MBD 1 – INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (THABAZIMBI LOCAL MUNICIPALITY)					
BID NUMBER:	TECH/011026-27	CLOSING DATE:	11/08/2026	CLOSING TIME:	12H00
DESCRIPTION	PROVISION OF CONSULTANCY SERVICES & RECONSTRUCTION OF BULRUSH BRIDGE & KAMEELDOORING BRIDGE (TURNKEY PROJECT)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Thabazimbi Local Municipality
In the Tender Box placed at the Municipal Main Building
Thabazimbi, 0390

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON	Contact Name: Ms. S Thompson Telephone: 071 777 8640 Email: thompsons@thabazimbi.gov.za	
CONTACT PERSON	Mr. P Selalome 064 667 1431 Email: selalomep@thabazimbi.gov.za		TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 75%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 25%; text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3. MBD 2 - TAX CLEARANCE VERIFICATION PIN REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

- 2.1 In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Clearance verification Pin" and submit it to any SARS branch office nationally.
- 2.2 SARS will then furnish the bidder with a Tax Clearance Verification Pin that will be valid for a period of 1 (one) year from the date of approval.
- 2.3 The original Tax Clearance Verification Pin must be submitted together with the bid. Failure to submit the original Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 2.4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 2.5 Copies of the TCC001 "Application for a Tax Clearance Verification Pin" form are available from any SARS branch office nationally or on the website www.sars.gov.za
- 2.6 Applications for the Tax Clearance Verification Pin may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

5. MBD 6.1 PREFERENCE POINTS CLAIM PROCUREMENT REGULATIONS 1022 – PURCHASES / SERVICES (90/10)

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 1022

1. GENERAL CONDITIONS

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

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

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

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

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) "Specific Goals" means clear objectives that a company sets to make its supply chain work better, cheaper, faster, and more reliable.
- (b) "**tender**" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (c) "**price**" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (d) "**rand value**" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (e) "**tender for income-generating contracts**" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (f) **“the Act”** means the Preferential Procurement Policy Framework Act, 1000 (Act No. 5 of 1000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 90/10 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 90/10 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 90/10 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 90/10 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Means of Verification
51- 100% Youth owned = 2 points 31-50% Youth owned =1 points 11- 29% % Youth owned = 1 point 1-10% Youth owned = 0 points Maximum of 2 points	2		Copy of Central Suppliers Registration Report
51-100% Women owned = 3 points 31-50% Women owned = 1 points 11-29% Women owned = 1 point 1-10% Women owned = 1 points Maximum of 3 points	3		Copy of Central Suppliers Registration Report
51- 100% Black owned = 3 points 41-50% Black owned = 2 points 31-40% Black owned = 1 point 21-30% Black owned = 0 points 0-20% Black owned = 0 points Maximum of 3 points	3		Copy of Central Suppliers Registration Report

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

51- 100% people with disability owned = 2 points 31- 50% people with Disability owned = 1 points 11-29% people with Disability owned = 1 point 1-10% people with disability owned= 0 point Maximum of 2 points	2		Certified copy of Doctor's Certificate with medical practice number
TOTAL	10		

Suppliers are required to submit the documents listed in means of verification as per above table for points allocation during preference point system evaluation.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

6. MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2	

7. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 9.1. This Municipal Bidding Document must form part of all bids invited.
- 9.2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 9.3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - been convicted for fraud or corruption during the past five years;
 - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 1004).
- 9.4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

9.4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
9.4.1.1	If so, furnish particulars:		
9.4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 1004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
9.4.2.1	If so, furnish particulars:		
9.4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
9.4.3.1	If so, furnish particulars:		
9.4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
9.4.4.1	If so, furnish particulars:		

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

9.4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
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9.4.5.1	If so, furnish particulars:
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9.5.CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

8. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

10.1. This Municipal Bidding Document (MBD) must form part of all bids² invited.

10.2. 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).³ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

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

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

² Includes price quotations, advertised competitive bids, limited bids and proposals.

³ 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.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

THABAZIMBI LOCAL MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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 consortium⁴ 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.
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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁴ 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.

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2