



ROADS AND TRANSPORT MANAGEMENT DEPARTMENT

CONTRACT NUMBER: A-RT 04-2026

BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 PUBLISHED IN GOVERNMENT GAZETTE NO. 47452 OF 04 NOVEMBER 2022)

THE APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND PAINTING OF ROAD MARKING IN THE COE ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

CIDB GRADING: 3SK / 2SK PE or higher.

ISSUED BY:	PREPARED BY:	PREPARED FOR:
Department of Finance Tender Office Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal Street Email: Sduduzo.Sikhakhane@ekurhuleni.gov.za	Department: Roads and Transport Management Section: Implementation Roads & Stormwater Corporate Office KEMPTON PARK Mr. Isaac Maja E-Mail: Isaac.maja@ekurhuleni.gov.za	Department: Roads and Transport Management Head Office Roads & Stormwater Corporate Office KEMPTON PARK Mr. Lehlohonolo Gomo E-Mail: Isaac.maja@ekurhuleni.gov.za

NAME OF BIDDING ENTITY (FULL NAME, i.e. Ltd, Ltd, JV/CONSORTIUM, SOLE PROPRIETOR etc.) :

TELEPHONE NUMBER : _____

EMAIL ADDRESS : _____

FAX NUMBER : _____

NOTICE TO BIDDERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “**Acceptable bid**”, and as such will be rejected.

“**Acceptable bid**” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

A BID WILL BE REJECTED ON THE FOLLOWING GROUNDS:

1. In the event that bidders are **not compliant** with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasury have developed municipalities and municipal entities with a Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)
2. Non-compliance with the Municipal Supply Chain Management Regulations, 2005; i.e. All sections affecting the evaluation of the bid **must be indicated** on the bid document and must be **submitted and completed in full**. All bidder’s information **must be accurate and correct**.
3. In the event of a **failure to complete** and **sign in full** the schedule of quantities as required.
4. In the event of there being **scratching out, writing over or painting out** rates or information, affecting the evaluation of the bid, **without initialling** next to the amended rates or information. However, in cases where the total amount (aggregated) has not been affected, the bid will still be acceptable.
5. In the event of the **use of** correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) on sections affecting the evaluation process of the bid.
6. If the Bid **has not been properly signed** by a person having the authority to do so. (**Refer to Declaration**)
7. If the bidder **attempts to influence** or has in fact **influenced** the evaluation and/or awarding of the contract.
8. If there is any **misrepresentation**, on information, that affects evaluation and / or information or evidence submitted pertaining to specific goals.
9. If the bid has **either** been submitted in the wrong bid box **or** after the relevant closing date and time.
10. Non-submission of municipal account, not older than three months for the bidding entity or signed lease agreement or an Affidavit (in cases where the bidding entity does not own a property).
11. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for three months (if the value of the transaction is expected not to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)

12. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for more than 30 days (if the value of the transaction is expected to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
13. If any bidder who during the last five years has **failed to perform satisfactorily** on a previous contract with the municipality, municipal entity or any other organ of state **after** written notice was given to that bidder that performance was unsatisfactory.
14. The accounting officer must ensure that irrespective of the procurement process followed, **no** award may be given to a person –
 - a) who is in the service of the state, or;
 - b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - c) who is an advisor or consultant contracted with the municipality in respect of a contract that would cause a conflict of interest.
15. If the bidder **is not registered** in the required CIDB contractor grading designation (category) or higher, **if required** in this bid documentation.
16. If the bidder or any of its directors **is listed** on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person **prohibited** from doing business with the public sector.
17. If the bidder **has abused** the COE's Supply Chain Management System **and** action was taken in terms of paragraph 38 of the COE SCM Policy.
18. In the event of **non-submission of three (03) Annual Financial Statements** if the value of the transaction is expected to exceed R10 million (VAT included). In this regard, please note that:
 - 18.1. If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 18.2. If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent** financial year **together with** the annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 18.3. If the bidder only commenced business within the past three years, the bidder **is required to submit** annual financial statements in compliance with the provisions of **(18.1)** and **(18.2)** above for each of its financial years since commencing business.

- 18.4. If a bidder **is not required** by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above **must be submitted**. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected.
19. If the bidder has failed to submit ALL required documents as specified on the bid document.
20. If the following have not been **fully completed** and **signed**:

FORM 2.2.2	- GENERAL DECLARATION
FORM 2.2.3	-DECLARATION OF INTEREST
FORM 2.2.4	- DECLARATION OF BIDDER'S PAST SCM PRACTICES
FORM 2.2.5	- DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (IF APPLICABLE)
FORM 2.2.6	- CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM 2.2.7	-DECLARATION FOR MUNICIPAL ACCOUNTS
FORM 2.2.8	-DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION

NOTE:

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

- 1.1. CLIENT, EMPLOYER, CITY OF EKURHULENI (CoE).
- 1.2. BID, TENDER AND VARIATIONS THEREOF
- 1.3. JOINT VENTURE / CONSORTIUM

2. **Very important notice:** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which **may** lead to the rejection of the bid.
3. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's if not specifically requested.**

PLEASE NOTE POSSIBLE AMENDMENTS/ADDENDUM MAY BE ADVERTISED ON THE CoE WEBSITE. IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE COE WEBSITE DAILY AND TO RAISE ANY ENQUIRIES REGARDING THE BID TO THE RELEVANT CONTACT PERSON BEFORE THE CLOSING DATE. NO COMMUNICATION WILL BE ALLOWED AFTER THE CLOSING OF THE BID

THE LIST OF SUCCESSFUL AND UNSUCCESSFUL BIDDERS WILL BE PUBLISHED ON THE CITY'S WEBSITE.

PLEASE NOTE THAT ALL BID DOCUMENTS ARE ALSO AVAILABLE FOR DOWNLOAD ON OUR WEBSITE FOR FREE IN ANY COLOUR PAPER.

PLEASE NOTE EXTENSION OF VALIDITY (IF APPLICABLE) WILL BE ADVERTISED ON THE CoE WEBSITE.

IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE CoE WEBSITE DAILY FOR ANY EXTENSION OF VALIDITY PUBLISHED.

CITY OF EKURHULENI

DEPARTMENT NAME: **ROADS AND TRANSPORT MANAGEMENT**

CONTRACT NO: **A-RT 04-2026**

FOR **THE APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND PAINTING OF ROAD MARKING IN THE COE ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:.....
.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER :

FAX NUMBER :

E-mail ADDRESS :

CONTRACT PRICE : R.....

(Amount brought forward from the Form of Offer and Acceptance)*

Signed by authorised representative of the Bidding Entity:

DATE:

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

CITY OF EKURHULENI

DEPARTMENT NAME: **ROADS AND TRANSPORT MANAGEMENT**

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FOR **THE APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND PAINTING OF ROAD MARKING IN THE COE ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

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CITY OF EKURHULENI

DEPARTMENT NAME: ***ROADS AND TRANSPORT MANAGEMENT***

CONTRACT NO: ***A-RT 04-2026***

FOR **THE APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND PAINTING OF ROAD MARKING IN THE COE ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

PART T1 BIDDING PROCEDURES

- T1.1 BID NOTICE AND INVITATION TO BID
- T1.2 BID DATA

T1.1 BID NOTICE AND INVITATION TO BID

ADVERTISED IN: SOWETAN
PUBLISHING DATE: 22 MAY 2026

CITY OF EKURHULENI

Bids are hereby invited for the following:

ROADS AND TRANSPORT MANAGEMENT DEPARTMENT
Implementation

<u>CONTRACT NO.:</u>	<u>DESCRIPTION:</u>	<u>CLOSING DATE:</u>
A-RT 04-2026	The appointment of service providers for Supply and Painting of Road Marking in the CoE on an as and when required basis from date of award until 30 June 2029	29 JUNE 2026

Bidders must note that this bid may be awarded to more than one bidder. Bidders must note that certain works under this Bid may only be constructed using labour-based construction methods and must limit the utilization of their permanently employed personnel to Key Personnel and all other personnel and labourers must be recruited locally

Bidders must be registered with the Construction Industry Development Board (CIDB) in a contractor grading designation determined in accordance with the sum tendered for a 3SK class of construction work. Enterprises who have a 2SKPE grading may also submit bids or higher

Acceptable bids will be evaluated by using a system that awards points on the basis of **80 points** for bid price and a maximum of **20 points** for Specific Goal/s.

Tax compliance will be dealt with in terms of MFMA Circular No. 90

Please note that all bid documents are available for download on our website for free in any colour paper

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **CONTRACT NUMBER AND DESCRIPTION** and placed in bid **box number SIX (06)**, on the Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal street, not later than **10:00 on 29 JUNE 2026**. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. **All bids shall hold good for 120 days as from the closing date of bids.**

Bids which are not received and/or deposited **in the specified bid box before 10:00** on the closing date for the bid mentioned hereinbefore, **will be marked as late bids and such bids shall in terms of the SCM Policy of the City of Ekurhuleni, not be considered by the Council as valid bids.**

Enquiries must be directed to Issac Maya at e-mail address: issac.maya@ekurhuleni.gov.za

Bidder's attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid **not suitably endorsed or comprehensively completed**, as well as the right to accept a bid in whole or part. **Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the COE.**

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

MR. K. LERUTLA
CITY MANAGER
COE

MBD 1: PART A : INVITATION TO BID				
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF EKURHULENI				
BID NUMBER:	A-RT 04-2026	CLOSING DATE:	29 JUNE 2026	CLOSING TIME: 10:00 am
DESCRIPTION	The appointment of service providers for Supply and Painting of Road Marking in the CoE on an as and when required basis from date of award until 30 June 2029			
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)				
GOLDEN HEIGHTS				
141 VICTORIA STREET (CORNER VICTORIA AND F H ODENDAAL STREETS) Use entrance at 65 FH Odendaal Street				
GERMISTON				
1400				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL ORIGINAL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS VERIFICATION CERTIFICATE/ ORIGINAL SWORN AFFIDAVIT OR CERTIFIED COPY OF THE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF (FOR EMES& QSEs) OR A CERTIFICATE FROM THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS (if applicable)]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER 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	Finance		CONTACT PERSON	Issac Maya
CONTACT PERSON	Sduduzo Sikhakhane		TELEPHONE NUMBER	N/A
TELEPHONE NUMBER	N/A		FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	
E-MAIL ADDRESS	Sduduzo.Sikhakhane@ekurhuleni.gov.za		issac.maya@ekurhuleni.gov.za	

MBD 1: PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.2 BID DATA

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015. A copy is attached hereto, immediately after page 13.

The under mentioned items of data and deviations will have precedence over the Standard Conditions of bid conditions in Annex F.

The **Standard Conditions of Bid** for Procurements make several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
F.1.1 ACTIONS	The Employer is: The City Manager CITY OF EKURHULENI Private Bag 1069 Germiston 1400
F.1.2 TENDER DOCUMENTS	<p>The bid documents issued by the Employer comprise:</p> <p>THE BID</p> <p>Part T1 Bidding procedures Part T1.1 Bid notice and invitation to bid Part T1.2 Bid data</p> <p>Part T2 Returnable documents Part T2.1 List of returnable documents Part T2.2 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993</p> <p>Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantity</p> <p>Part C3 Scope of Works C3 Scope of Works</p> <p>Part C4 Site Information C4 Site Information</p>

Clause number	Data
<p>F.1.4 COMMUNICATION AND EMPLOYER'S AGENT</p>	<p>The Employer's agent is: Name: Address: Tel: Fax: E-mail:</p>
<p>F.2.1 ELIGIBILITY</p>	<p>Only those bidders who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit bids.</p> <p>Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3 SK class of construction work, or by a contractor who is registered as a potential emerging enterprise in terms of these regulations at a contractor grading designation one level lower than the required class as specified above are eligible to submit bids, provided that the employer:</p> <ul style="list-style-type: none"> (a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and (b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract. <p>Joint Ventures are eligible to submit bids provided that:</p> <ul style="list-style-type: none"> (1) each member of the joint venture is registered with the CIDB, (2) the lead partner has a contractor grading designation in the 2 SK class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3 SK class of construction work.
<p>F.2.7 CLARIFICATION MEETING</p>	<p>Not applicable</p>
<p>F.2.12 ALTERNATIVE TENDER OFFERS</p>	<p>If a bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Engineer.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative satisfies the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p>

Clause number	Data
	<p>Acceptance of an alternative bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Bid Data must include an amount equal to 5% of the amount bid for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
<p>F.2.13.1 SUBMITTING A TENDER OFFER</p>	<p>Bidders may offer to provide any of the parts, or combinations thereof, of the works, services or supply identified in the contract data.</p>
<p>F.2.13.3 SUBMITTING A TENDER OFFER</p>	<p>The <i>whole original</i> bid document, <i>as issued by the COE</i>, shall be submitted.</p> <p>THE BIDDER TO SUBMIT, TOGETHER WITH THE FULLY COMPLETED BID DOCUMENT, A USB WITH A COPY IN PDF FORMAT OF THE ORIGINAL COMPLETED BILL OF QUANTITIES/PRICING SCHEDULE. THIS USB MAY BE USED WHENEVER THERE IS A DISPUTE BETWEEN THE BIDDER AND COE.</p> <p>Bids may only be submitted on the Bid documentation issued by the COE.</p>
<p>F.2.13.5 SUBMITTING A TENDER OFFER</p>	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Location of bid box: Bid box number SIX (06) Physical address: Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal street</p> <p>Identification details: Contract Number: (A-RT 04-2026)</p> <p>THE APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND PAINTING OF ROAD MARKING IN THE COE ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029.</p>
<p>F.2.15 CLOSING TIME</p>	<p>The closing time for submission of bid offers is:</p> <p>10:00 on 29 JUNE 2026</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.</p>
<p>F.2.16 TENDER OFFER VALIDITY</p>	<p>The bid offer validity period is 120 days</p>
<p>F.2.18 PROVIDE OTHER MATERIAL</p>	<p>The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
<p>F.2.19 INSPECTIONS, TESTS AND ANALYSIS</p>	<p>Access must be provided for the following inspections, tests and analysis:</p>
<p>F.2.23 CERTIFICATES</p>	<p>The bidder is required to <i>submit with his bid.</i></p> <p><i>(1) In order to obtain Specific Goal/s points in terms of the provisions of</i></p>

Clause number	Data
	<p>Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of Specific Goal/s claimed.</p> <p>(2) A TCS pin number thereof, issued by the South African Revenue Services;</p> <p>(3) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.</p> <p>(4) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.</p> <p>(5) Immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted. If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.</p> <p>(6) If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.</p>
<p>F.3.4 OPENING OF BID SUBMISSIONS</p>	<p>The time and location for opening of the bid offers are: Immediately after the closing time for submission of bid.</p> <p>Location: Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal Street</p>
<p>F.3.5 TWO-ENVELOPE SYSTEM</p>	<p>A two-envelope procedure will not be followed.</p>
<p>F.3.9.1 ARITHMETICAL ERRORS</p>	<p>Replace the contents of the clause with the following:</p> <p>“Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall</p>

Clause number	Data												
	<p><u>govern and the line item total shall be corrected.</u></p> <p>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above."</p>												
<p>F.3.11 EVALUATION OF BID OFFERS</p>	<p>The preference procedure for evaluation of responsive bid offers shall be the 80/20-point preference system, being a maximum of 80 points for price and a maximum of 20 points for Specific Goal/s Points in accordance with Preferential Procurement Regulations, 2022, in full compliance with Form 2.3.3.</p> <p>EVALUATION CRITERIA</p> <table border="1" data-bbox="456 779 1497 1518"> <thead> <tr> <th data-bbox="456 779 858 815">EVALUATION ASPECT</th> <th data-bbox="858 779 1497 815">MINIMUM REQUIREMENTS</th> </tr> </thead> <tbody> <tr> <td data-bbox="456 815 858 860">CIDB grading</td> <td data-bbox="858 815 1497 860">3SK / 2SK PE OR HIGHER</td> </tr> <tr> <td data-bbox="456 860 858 1043">Infrastructure and resources available – Plant and Equipment (owned or leased)</td> <td data-bbox="858 860 1497 1043">Crane Truck</td> </tr> <tr> <td data-bbox="456 1043 858 1205">Staffing profile</td> <td data-bbox="858 1043 1497 1205"> Supervisor (x1) <ul style="list-style-type: none"> • 2 years' experience in road sign erection. </td> </tr> <tr> <td data-bbox="456 1205 858 1361">Financial Ability (Ability to Deliver)</td> <td data-bbox="858 1205 1497 1361">R100 000</td> </tr> <tr> <td data-bbox="456 1361 858 1518">Relevant previous Company Experience – Completed Project</td> <td data-bbox="858 1361 1497 1518">Bidder listed two (02) signed references with contactable references where the bidder has conducted road marking.</td> </tr> </tbody> </table> <p>Bidders that do not meet the minimum requirements will be rejected and not evaluated further.</p> <p><u>REQUIRED DOCUMENTS:</u></p> <p>BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:</p> <p>Infrastructure and resources available – Plant and Equipment (owned or leased)</p> <ul style="list-style-type: none"> - Proof of ownership or lease agreement letter of intent to lease signed by the lessor for one each of the following: - Proof of ownership of lessor's vehicles must be submitted - The lease agreement or letter of intent must explicitly list the required Infrastructure and resources available, for one each of the following: 	EVALUATION ASPECT	MINIMUM REQUIREMENTS	CIDB grading	3SK / 2SK PE OR HIGHER	Infrastructure and resources available – Plant and Equipment (owned or leased)	Crane Truck	Staffing profile	Supervisor (x1) <ul style="list-style-type: none"> • 2 years' experience in road sign erection. 	Financial Ability (Ability to Deliver)	R100 000	Relevant previous Company Experience – Completed Project	Bidder listed two (02) signed references with contactable references where the bidder has conducted road marking.
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Clause number	Data
	<ul style="list-style-type: none"> • Crane Truck <p>Financial Ability (Ability to Deliver)</p> <p>1. Proof of Access to Credit or Financing A letter/statement from a registered financial institution confirming that the bidder has access to credit or financing of at least R100 000, which may include:</p> <ul style="list-style-type: none"> ○ Overdraft facilities; OR ○ Revolving credit facilities; OR ○ Approved loan facilities; OR ○ Confirmation of available cash reserves. <p>OR</p> <p>2. Bank Statement(s)</p> <ul style="list-style-type: none"> ○ A stamped bank statement not older than one (1) month from the tender closing date, showing available funds of at least R100 000 <p>OR</p> <p>3. Funding Commitments from Development Finance Institutions (DFIs) A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, or any other registered DFI, indicating funding of at least R100 000</p> <p>Staffing profile</p> <p>Supervisor (x1)</p> <ul style="list-style-type: none"> • CV demonstrating a minimum of 2 years' experience in road sign erection <p>Please Note:</p> <ul style="list-style-type: none"> - Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid. - All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid. - All professional Registrations must be in good standing during the period of tender evaluation. - The City of Ekurhuleni reserves the right to verify the submitted documents. <p>Relevant previous Company Experience – Completed Project</p> <ul style="list-style-type: none"> • Two (02) Signed reference letters on the Bidder's Client Letter Head (<u>The Signed reference letters must be from the client which the bidder provided the services to</u> with Contactable References from the bidder's previous client confirming relevant experience where the bidder has conducted road marking.

Clause number	Data															
	<p data-bbox="507 241 1474 273">NB! Failure to submit the above-mentioned documents will result in disqualification.</p> <p data-bbox="456 336 831 367">SPECIFIC GOAL REQUIREMENT</p> <p data-bbox="456 403 855 434">Points awarded for Specific Goal/s</p> <p data-bbox="552 465 1501 564">In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:</p> <table border="1" data-bbox="456 600 1465 1787"> <thead> <tr> <th data-bbox="456 600 802 667">SPECIFIC GOAL REQUIREMENT</th> <th data-bbox="802 600 1246 667">EVIDENCE REQUIRED</th> <th data-bbox="1246 600 1465 667">POINTS ALLOCATED</th> </tr> </thead> <tbody> <tr> <td data-bbox="456 667 802 801">EME</td> <td data-bbox="802 667 1246 801">Original Sworn Affidavit/Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate</td> <td data-bbox="1246 667 1465 801">5</td> </tr> <tr> <td data-bbox="456 801 802 1003">Enterprise situated within the Ekurhuleni demarcation.</td> <td data-bbox="802 801 1246 1003">Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months</td> <td data-bbox="1246 801 1465 1003">10</td> </tr> <tr> <td data-bbox="456 1003 802 1749">An enterprise which is at least 50% owned by Historically Disadvantaged Individuals</td> <td data-bbox="802 1003 1246 1749"> Identity document (certified not older than 6 months) Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC For persons living with disabilities (If Applicable) Original/Certified Medical Certificate (certified not older than 6 months) with the following information: a) Name of practitioner, b) Practitioner number, c) Doctor's contact details, d) Details of the condition, e) Date, f) Signature, g) Stamp and h) Patient's name. </td> <td data-bbox="1246 1003 1465 1749">5</td> </tr> <tr> <td colspan="2" data-bbox="456 1749 1246 1787">TOTAL SPECIFIC GOAL POINTS</td> <td data-bbox="1246 1749 1465 1787">20</td> </tr> </tbody> </table> <p data-bbox="552 1818 1501 1953">NB: if bidders do not complete information or submit evidence required for the above table, they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.</p>	SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED	EME	Original Sworn Affidavit/Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	5	Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months	10	An enterprise which is at least 50% owned by Historically Disadvantaged Individuals	Identity document (certified not older than 6 months) Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC For persons living with disabilities (If Applicable) Original/Certified Medical Certificate (certified not older than 6 months) with the following information: a) Name of practitioner, b) Practitioner number, c) Doctor's contact details, d) Details of the condition, e) Date, f) Signature, g) Stamp and h) Patient's name.	5	TOTAL SPECIFIC GOAL POINTS		20
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TOTAL SPECIFIC GOAL POINTS		20														

Clause number	Data
F.3.13.1 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the peremptory bid conditions as detailed on page 2 of this bid document, shall not be considered and shall automatically be rejected.
F.3.18 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by the Employer is one .
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> 1 The Employer/Engineer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2 The Employer reserves the right to appoint a firm of chartered accountants and/or auditors to execute any financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3 It is the intention of CoE to appoint more than one bidder up to a maximum of 03 bidders. <p>A bidder will be awarded a maximum of 01 Service Area.</p> <p>In cases where it is not possible to award a maximum of 01 Service Area (due to the number of acceptable bidders), then one bidder/s may be awarded more than 01 Service Area), and preference will be given to the highest scoring bidder/s.</p> <ol style="list-style-type: none"> 4 The bid document shall be submitted as a whole and shall not be taken apart. 5 List of returnable documents (PART T2) must be completed in full. (A bidder's company profile will not be used by the COE to complete PART T2 on behalf of the bidder) <p>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</p>

Annex F

(normative)

Standard Conditions of Tender

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website, the government Tender Bulletin, eTender Publication Portal and other media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a

submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for specific goal/s and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed for specific goal/s. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be ratified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line item total shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for specific goal/s
- 3) Add the points scored for price and specific goal/s.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 2 000 and up to Rand value of R 50 million (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- (4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the specific goal/s in accordance with the table below:
- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4)(d) The points scored by tender in respect of specific goal/s contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points. (See Specific Goals under Specification)

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 million (all applicable taxes included):

90/10

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

- (5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the specific goal/s in accordance with the table below:

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b)

(5)(d) The points scored by tender in respect of specific goal/s contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points. (See Specific Goals under Specification)

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

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

where: N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1 : Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable tender offer. P is the comparative offer of tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

where: S_Q is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restriction, or has principals who are under restriction preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

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EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Infrastructure and resources available – Plant and Equipment (owned or leased)	Crane Truck

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Infrastructure and resources available – Plant and Equipment (owned or leased)

- Proof of ownership or lease agreement letter of intent to lease signed by the lessor for one each of the following:
- Proof of ownership of lessor's vehicles must be submitted
- The lease agreement or letter of intent must explicitly list the required Infrastructure and resources available, for one each of the following:
 - Crane Truck

NB! Failure to submit the above-mentioned documents will result in disqualification.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

FORM 2.1.1 SCHEDULE OF CONSTRUCTIONAL PLANT

The Bidder shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

Infrastructure and resources available – Plant and Equipment (owned or leased)

DESCRIPTION, SIZE, CAPACITY	NUMBER
Crane Truck	

FORM 2.1.2 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

APPLICABLE FOR BIDS BELOW R 10 000 000 (including Vat)

What was your turnover in the previous financial year? **R**
.....

What is the estimated turnover for your current financial year? **R**

SMME STATUS - (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

Provide details on the following.

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE: If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

Physical facilities

Description	Address	Area (m ²)

FORM 2.1.3 STAFFING PROFILE

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Staffing profile	Supervisor (x1) <ul style="list-style-type: none">• 2 years' experience in road sign erection.

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Staffing profile

Supervisor (x1)

- CV demonstrating a minimum of 2 years' experience in road sign erection

Please Note:

- **Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid.**
- **All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid.**
- **All professional Registrations must be in good standing during the period of tender evaluation.**
- **The City of Ekurhuleni reserves the right to verify the submitted documents.**

NB! Failure to submit the above-mentioned documents will result in disqualification.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

FORM 2.1.4 PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel, whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME & SURNAME	NATIONALITY:	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	PRESENT OCCUPATION
Supervisor						

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Supervisor (x1)

- CV demonstrating a minimum of 2 years' experience in road sign erection

Please Note:

- Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid.
- All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid.
- All professional Registrations must be in good standing during the period of tender evaluation.
- The City of Ekurhuleni reserves the right to verify the submitted documents.

NB! Failure to submit the above-mentioned documents will result in disqualification.

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Relevant previous Company Experience – Completed Project	<ul style="list-style-type: none"><li data-bbox="699 226 1369 291">• Bidder listed two (02) signed references with contactable references where the bidder has conducted road marking.

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Relevant previous Company Experience – Completed Project

- Two (02) Signed reference letters on the **Bidder's Client Letter Head** (The Signed reference letters must be from the client which the bidder provided the services to) with Contactable References from the bidder's previous client confirming relevant experience where the bidder has conducted road marking.

NB! Failure to submit the above-mentioned documents will result in disqualification.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

FORM 2.1.5 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

Give at least two (2) names and telephone numbers and e-mail address per reference.

Description (of work done)	Value (R, VAT excluded)	Start date	Duration	Completed date.	Reference		
					Name (contact person)	Organisation	Tel no
					Email:		
					Email:		
					Email:		
					Email:		

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Financial Ability (Ability to Deliver)	<ul style="list-style-type: none">• R100 000

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Financial Ability (Ability to Deliver)

1. Proof of Access to Credit or Financing

A letter/statement from a registered financial institution confirming that the bidder has access to credit or financing of at least **R100 000**, which may include:

- Overdraft facilities; **OR**
- Revolving credit facilities; **OR**
- Approved loan facilities; **OR**
- Confirmation of available cash reserves.

OR

2. Bank Statement(s)

- A stamped bank statement not older than one (1) month from the tender closing date, showing available funds of at least **R100 000**

OR

3. Funding Commitments from Development Finance Institutions (DFIs)

A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, or any other registered **DFI**, indicating funding of at least **R100 000**

NB! Failure to submit the above-mentioned documents will result in disqualification.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)**Financial ability to execute the project.**

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- **Proof of Access to Credit or Financing or**
- **Bank Statement(s) or**
- **Funding Commitments from Development Finance Institutions (DFIs)**

Indicate with a **tick** next to the relevant block on the below table, the type of proof submitted for financial ability

	<u>Tick (x)</u>
Proof of Access to Credit or Financing	
Bank Statement(s)	
Funding Commitments from Development Finance Institutions (DFIs)	

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

FINANCIAL ABILITY CONSENT FORM

By signing this form, you hereby grant consent to authorize the City of Ekurhuleni to verify all documents submitted for the purposes of evaluating financial ability for **Contract Number [A-RT 04-2026]**, with **Description [The appointment of service providers for Supply and Painting of Road Marking in the CoE on an as and when required basis from date of award until 30 June 2029].**

I, NAME OF BIDDING ENTITY / ACCOUNT HOLDER

[.....], hereby confirm that the information provided is true and correct.

I authorize the **financial institution and/or registered credit provider**, namely **[Bank / Financial Institution / Credit Provider Name]**

[.....], to verify and confirm the information as may be requested by the City of Ekurhuleni for bid evaluation purposes.

I acknowledge and understand that:

- This consent shall remain valid until revoked in writing.
- All information will be processed and handled in compliance with the Protection of Personal Information Act (POPIA) and all other applicable banking and credit legislation.
- This authorization is strictly limited to the verification of the following information:

• Account number:

• Bank Balance / Credit Facility as at:

• Eligible Funds / Approved Credit Amount:

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

NB: Failure to complete the above requirements will result in disqualification.

NAME OF BIDDING ENTITY

FORM 2.1.7 JOINT VENTURE/CONSORTIUM AUTHORITY

JOINT VENTURE/ CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for **The appointment of service providers for Supply and Painting of Road Marking in the CoE on an as and when required basis from date of award until 30 June 2029** and of jointly performing such contract under joint responsibility.

The share of the partners in the Joint Venture/ Consortium shall be :

Full Name and address of Lead enterprise

.....%
.....

Full Name and address of 2nd enterprise

.....%
.....

Full Name and address of 3rd enterprise

.....%
.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the COE, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the COE or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures.

FORM 2.1.8**SCHEDULE OF PROPOSED SUBCONTRACTORS**

A tenderer awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise.

Provide details on all sub-contractors you intend utilising for this contract:

Type of work to be used for	As a % of contract	Name of sub-contractor
Total % of contract sub-contracted		

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	()
Fax number	()
Account number	
Type of account, (i.e. cheque account)	

BIDDER'S TAX DETAILS

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:

FORM 2.1.10 DETAILS OF ALTERNATIVE BIDS SUBMITTED

See condition of bid.

DESCRIPTION

FORM 2.1.11 AMENDMENTS AND QUALIFICATIONS BY BIDDER

See condition of bid

PAGE	DESCRIPTION

**FORM 2.1.12 LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF BIDDER
RESULTING IN DEVIATIONS FROM SPECIFIED WORK**

ACTIVITY OR PAY ITEM	DESCRIPTION OF PLANNED ACTION RESULTING IN DEVIATION FROM SPECIFIED WORK

CITY OF EKURHULENI

DEPARTMENT NAME: **ROADS AND TRANSPORT MANAGEMENT**

CONTRACT NO: **A-RT 04-2026**

FOR **THE APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND PAINTING OF ROAD MARKING IN THE COE ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

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FORM 2.2.1 TAX COMPLIANCE

TCS PIN NUMBER OBTAINED FROM SARS TO BE INDICATED ON BID DOCUMENTS.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.2.2 GENERAL DECLARATION:

I/We, the undersigned:

- (a) *bid to supply and deliver to the CITY OF EKURHULENI [hereafter "COE"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) *agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) *further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;*
- (d) *confirm that this bid may only be accepted by the COE by way of a duly authorised Letter of Acceptance;*
- (e) *declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) *declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the COE and the undersigned;*
- (g) *certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;*
- (h) *acknowledge that the information furnished is true and correct;*
- (i) *accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the COE that the claims are correct. If the claims are found to be inflated, the COE may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the COE as a result of the award of the contract and/or cancel the contract and claim any damages which the COE may suffer by having to make less favourable arrangements after such cancellation;*
- declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and*
- (k) *declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.*
- (l) *declare that the signatory to the bid document is duly authorised; and*
- (m) *agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the COE.*
- (n) *declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) and a Qualifying Small Enterprise (QSE) declare that the submitted Original Sworn Affidavit/ Certified copy of the sworn affidavit or a certified copy*

thereof or a certificate from the Companies and Intellectual Property Commission (CIPC) confirming their annual total revenue is true and correct)

(o) declare that the following responses to be true and correct:

Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?

(Tick applicable box)

YES	NO

If YES the following information must be supplied:

a. The name(s) of the other Bidder(s) involved

.....

.....

2. The full details of the Bidder(s) participation

.....

.....

(p) declare that all of the information furnished is true and correct

Signed at.....this.....day of.....
20.....

Name of Authorised Person:

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: _____

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.2.3 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 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 relationship to the person/s in the service of the state.

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 Owner of the Bidding Entity:
- 3.2 Identity Number if applicable:
- 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:

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) an executive 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 or business entity, exercises control and is actively involved in its management.

- 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?
(Tick applicable box)

YES	NO

3.8.1 If yes, furnish particulars.
.....

3.9 Have you been in the service of the state in the past twelve months?
(Tick applicable box)

YES	NO

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

3.10 Do you have any relationship (close family member, partner or associate)
with persons in the service of the state who may be involved
in the evaluation and or adjudication of this bid?
(Tick applicable box)

YES	NO

3.10.1 If yes, furnish particulars.
.....
.....

3.11 Are you aware of any relationship (close family member, partner or associate) between any other
bidder and any persons in the service of the state who may be involved in the evaluation and or
adjudication of this bid?
(Tick applicable box)

YES	NO

3.11.1 If yes, furnish particulars
.....
.....

3.12 Are any of the company's directors, trustees, managers,
shareholders or stakeholders in service of the state?
(Tick applicable box)

YES	NO

3.12.1 If yes, furnish particulars.
.....
.....

3.13 Are any spouse, child or parent of the company's directors,
trustees, managers, shareholders or stakeholders
in service of the state?
(Tick applicable box)

YES	NO

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, shareholders, or stakeholders of this company

have any interest in any other company or business entity whether or not the latter is bidding for this contract.
(Tick applicable box)

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.2.4 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
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? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (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).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

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 THE CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.2.5 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

MUST BE COMPLETED FOR THIS BID

BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

1.1 Are you by law required to prepare annual financial Statements?
(Tick applicable box)

YES	NO

If yes:

- 1.1.1 If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
- 1.1.2 If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984 , prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted,(unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
- 1.1.3 If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1.1.1) and (1.1.2) above for each of its financial years since commencing business.
- 1.1.4 If a bidder is not required by law to have its annual financial statements audited or independently reviewed or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.

1.2 If your answer to 1.1 above is YES then, did you only commence business within the past three years?
(Tick applicable box)

YES	NO

1.2.1 If yes, the bidder is required to submit annual financial statements in compliance with the provisions of 1.1.1 and 1.1.2 above for each of its financial years since commencing business.

1.3 If your answers to 1.1 above is NO, un-audited financial statements must be submitted with your bid for the periods specified in 1.1.1, 1.1.2 or 1.2.1 above, as the case may be.

.....

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

(Tick applicable box)

YES	NO

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

3. Has any contract been awarded to you by an organ of state during the past five years, in relation to which there was any material non-compliance or dispute concerning the execution of such contract?
(Tick applicable box)

YES	NO

3.1 If yes, furnish particulars.

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic and if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?
(Tick applicable box)

YES	NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.2.6 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Form “2.2.6” must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4. This Form “2.2.6” serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (Form “2.2.6”) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONTRACT NO: A-RT 04-2026

FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND PAINTING OF ROAD MARKING IN THE COE ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF EKURHULENI

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

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

.....
Date

.....
Position

.....
Name of Bidder

FOR EVALUATION PURPOSE (MUST BE COMPLETED

NAME OF BIDDING ENTITY

FORM 2.2.7: DECLARATION FOR MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the MFMA Supply Chain Management Regulations, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

- (i). I, the undersigned, hereby declare that the signatory to this tender documents duly authorised and further declare:
- (ii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **the bidder** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **any of the directors/members** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iv). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the COE may take such remedial action as is required, including the rejection of the bid and/or termination of the contract (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	
Other (Please specify)	

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM 2.2.8: DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(d)(ii) of the Supply Chain Management Regulations, to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

- (i). I, the undersigned, hereby declare that the signatory to this tender document is duly authorised and further declare:
- (ii). That at the closing date of the bid, the **bidder** had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iii). That at the closing date of the bid, any of **the directors/members** had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iv). I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the COE may take such remedial action as is required (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids).

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	
Other (Please specify)	

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

CITY OF EKURHULENI

DEPARTMENT NAME: **ROADS AND TRANSPORT MANAGEMENT**

CONTRACT NO: **A-RT 04-2026**

FOR **THE APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND PAINTING OF ROAD MARKING IN THE COE ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

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FORM 2.3.2	RECORD OF ADDENDA TO BID DOCUMENTS	
FORM 2.3.3	ADJUDICATION OF BIDS.....	
FORM 2.3.4	GENERAL INFORMATION.....	

FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely.

1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

2 Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	

3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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

4 Provide details of proposed training (if any) that will be undergone:

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

5 Potential key risks identified and measures for addressing risks:

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

.....

- 6 I have fully included in my bid rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

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

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS BID:

1 ID NO:

2 ID NO:

FORM 2.3.2 RECORD OF ADDENDA TO BID DOCUMENTS

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

	Date	Title or Details
1		Confirmatory notes of site/clarification meeting
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

.....
Signature of Authorized person:

.....
Date:

Name:

Position:

FORM 2.3.3 ADJUDICATION OF BIDS

PROCUREMENT FORM

ADJUDICATION OF BIDS

Bids are adjudicated in terms of COE Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and Minimum requirement

Bids will be adjudicated in terms of inter alia:

- **Compliance with bid conditions**
- **Technical specifications**

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. **See page 2 to 4 for examples.**

2. Infrastructure and resources available – Plant and Equipment (owned or leased)

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- **Physical facilities**
- **Plant and equipment available for the contract owned by the bidder**
- **Plant and equipment the bidder intends lease, should the contract be awarded to him.**

3. Size of enterprise

Evaluation of the bid's position in terms of:

- **Previous and expected current annual turnover**

4. Staffing profile

Evaluation of the bid's position in terms of:

- **Staff available for this contract being bided for**
- **Qualifications and experience of key staff to be utilised on this contract.**

5. Previous experience

Evaluation of the bid's position in terms of his previous experience. Emphasis will be placed on the following:

- **Experience in the relevant technical field**
- **Experience of contracts of similar size**
- **Some or all of the references will be contacted to obtain their input.**

6. Financial ability to execute the contract

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- **Proof of Access to Credit or Financing**
- **Bank Statement(s)**

- **Funding Commitments from Development Finance Institutions (DFIs)**

Bidders must demonstrate adequate financial capacity to execute the contract. As proof of financial ability, bidders may submit **ONE (1)** of the following, issued by a registered financial institution, including but not limited to commercial banks, development finance institutions (DFIs), cooperative banks, or registered credit providers. **Bidders must demonstrate access to a minimum financial capacity**

Registered financial institutions include, but are not limited to, South African commercial banks (e.g., Standard Bank, ABSA, FNB, Nedbank, Capitec), development finance institutions (e.g., IDC, SEFA, NEF, DBSA, Land Bank), cooperative banks registered with the Co-operative Banks Development Agency (CBDA), and duly registered credit providers under the National Credit Act. Bidders may submit proof from any legally registered financial institution of their choice.

The City of Ekurhuleni may, prior to award, request updated financial information and re-verify the bidder's financial ability to confirm access to the required funds

7. **Central Supplier Database (CSD)**

In the event that bidders are not compliant with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasuries have developed municipalities and municipal entities Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)

NB:

If the bid does not meet the requirements contained in the COE Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

8. **Adjudication using a Points System**

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and specific goal/s. Failure on the part of a bidder to submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.

For bids with a bid amount equal to or above R2 000 and up to a Rand value of R 50 million (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for specific goal/s points. For bids with a bid amount above R 50 million (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for specific goal/s points.

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and specific goal/s calculated in accordance with the Preferential Procurement Regulations, 2022, unless there are grounds to justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

9. PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINATION OF PRICE APPLICATION

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

10. Evaluation on Functionality

10.1 Evaluation on Functionality shall be in accordance with the CoE Supply Chain Management Policy as follows:

When functionality will be evaluated the following shall be clearly specified in the invitation to quote/bid:

- Evaluation criteria for measuring functionality
- Weight of each criterion
- Applicable values
- Minimum qualifying score for functionality.
- Respondents that have achieved the minimum qualification score for functionality shall be evaluated further on price and preference points.
- Respondents that did not achieve the minimum qualification score for functionality shall be eliminated from further evaluation.

10.2 Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

11. Remedies

The City Manager must act in terms of Regulation 9 of the Preferential Procurement Policy Regulations, 2022, in circumstances contemplated in Regulation 9 (1) which is outlined below;

(9)(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal/s, it must—

(a) inform the tenderer; accordingly, and

(b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subregulation (1) (b), the organ of state may, if it concludes that such information is false—

(a) disqualify the tenderer or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the tenderer.

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value equal to or above R2 000 and up to R50 million (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).
 - an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system;
 - or (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

1.2 The value of this bid is estimated to not exceed R50 million (all applicable taxes included) and therefore the (80/20) system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goal/s.

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

	POINTS
1.3.1.1 PRICE	(80).
1.3.1.2 SPECIFIC GOAL/S	(20).
Total points for Price and Specific Goal/s must not exceed	100

1.4 Failure on the part of a bidder to submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.

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

2. DEFINITIONS

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

2.2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3. **“specific goals”** means specific goals as contemplated in section 2(1) (d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;

2.4. **“Historically Disadvantaged Individual (HDI)”** means any person, category of persons or community, disadvantaged by unfair discrimination before the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) came into operation. **(Please Note: Historically Disadvantaged Individuals includes women and persons with disabilities)**

2.5. **“Youth”** means an individual between the ages of 18 and 35.

- 2.6. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.7. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.9. **“consortium or joint venture”** 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;
- 2.10. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.11. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.12. **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.13. **“non-firm prices”** means all prices other than “firm” prices;
- 2.14. **“person”** includes a juristic person;
- 2.15. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17. **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.18. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.20. **“Share Certificate”** a physical, written document signed by the Directors of a Company, and serves as legal proof of each Director’s shareholding / ownership in the Company.
- 2.21. **Annual turnover: EME (0 – R 10 000 000), QSE (R 10 000 000 – R 50 000 000) and Generic (> R 50 000 000) NB: Indicate which Financial Year was used to determine annual turnover/assess the BBBEE certificate or Sworn Affidavit**

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points may be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific goal/s.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific goal/s, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where:

Ps = Points scored for comparative price of bid under consideration
 Pt = Comparative price of bid under consideration
 Pmin = Comparative price of lowest acceptable bid

4.2 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS FOR TENDERS FOR INCOME-GENERATING CONTRACTS

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

Where:

Ps = Points scored for comparative price of bid under consideration
 Pt = Comparative price of bid under consideration
 Pmax = Comparative price of highest acceptable tender.

5. Points awarded for Specific Goal/s

5.1 In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
EME	Original Sworn Affidavit/Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	5
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months	10
An enterprise which is at least 50% owned by Historically Disadvantaged Individuals	Identity document (certified not older than 6 months)	5
	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
	<p>For persons living with disabilities (If Applicable)</p> <p>Original/Certified Medical Certificate (certified not older than 6 months) with the following information:</p> <ul style="list-style-type: none"> a) Name of practitioner, b) Practitioner number, c) Doctor's contact details, d) Details of the condition, e) Date, f) Signature, g) Stamp and h) Patient's name. 	
TOTAL SPECIFIC GOAL POINTS		20

NB: if bidders do not complete information or submit evidence required for the above table, they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

- 5.2 In order to obtain specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of specific goal/s claimed.
- 5.3 A trust, consortium or joint venture will qualify for points for the specific goals selected as a legal entity, provided that the entity meets the specific goals requirement..
- 5.4 A trust, consortium or joint venture, will qualify for points provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.(if applicable)
- 5.5 Tertiary institutions and public entities will be required to submit their proof of specific goal/s claimed.
- 5.6 A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise.

6. BID DECLARATION

6.1 Bidders who claim points in respect of specific goal/s must complete the following:

SPECIFIC GOAL	EVIDENCE	POINTS CLAIMED
1.		
2.		
3.		

7. SPECIFIC GOAL/S CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 **SPECIFIC GOAL/S:** = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of submitted proof as indicated above)

8 DECLARATION WITH REGARD TO BIDDING ENTITY

- 8.1 Name of bidding entity;
- 8.2 VAT registration number:
- 8.3 Registration number of bidding entity:
- 8.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Company
- Trust
- Other (specify)

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 CLASSIFICATION

[TICK APPLICABLE BOX]

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated

Consumer Account Number

Stand Number

8.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?

Date of Registration _____;

Date that commenced business, if different to date of registration _____.

- 8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the Specific goal/s indicated in paragraph 7 of the foregoing certificate, qualifies the bidder for the preference(s) shown and I / we acknowledge that:
- (i) The information furnished is true and correct;
 - (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 - (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) Upon detecting that a tenderer submitted false information regarding its Specific Goal/s, local production and content, or any other matter required, which will affect or has affected the evaluation of a tender, or where a tenderer has failed to declare any subcontracting arrangements, the purchaser must-

(a) inform the tenderer accordingly;

(b) give the tenderer an opportunity to make representations within 14 days as to why-

(i) the tender submitted should not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part;

(ii) if the successful tenderer subcontracted a portion of the tender to another person without disclosing it, the tenderer should not be penalised up to 10 percent of the value of the contract; and

(iii) the tenderer should not be restricted by the National Treasury from conducting any business for a period not exceeding 10 years with any organ of state; and

(c) if it concludes, after considering the representations referred to in subregulation(1)(b), that-

(i) such false information was submitted by the tenderer-

(aa) disqualify the tenderer or terminate the contract in whole or in part; and

(bb) if applicable, claim damages from the tenderer; or

(ii) the successful tenderer subcontracted a portion of the tender to another person without disclosing, penalise the tenderer up to 10 percent of the value of the contract.

(2)(a) the purchaser must-

(i) inform the National Treasury, in writing, of any actions taken in terms of subregulation (1);

(ii) provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state; and

(iii) submit written representations from the tenderer as to why that tenderer should not be restricted from conducting business with any organ of state.

(b) The National Treasury may request the purchaser to submit further information pertaining to subregulation (1) within a specified period.

(3) The National Treasury must-

(a) after considering the representations of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 years; and

(b) maintain and publish on its official website a list of restricted suppliers.

WITNESSES:

1.

.....

SIGNATURE(S) OF BIDDER(S)

2.

DATE:

ADDRESS:

.....

FORM 2.3.4 **GENERAL INFORMATION:**

1. Details of Bidding Entity

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE.....NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN NUMBER

HAS PROOF OF SPECIFIC GOAL/S CLAIMED BEEN SUBMITTED?

(Tick applicable box)

YES	NO

ARE YOU THE ACCREDITED REPRESENTATIVE?

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

(Tick applicable box)

YES	NO

(IF YES ENCLOSE PROOF)

2. Legal or business entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company	
Joint venture/ Consortium	

Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

5. VAT registration number **(COMPULSORY)**:
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

6. Company, close corporation, or trust registration number **(COMPULSORY)**:
(In the case of a joint venture, provide for all joint venture members)

7. Construction Industry Development Board (CIDB) registration number (**COMPULSORY**)
(In the case of a joint venture, provide for all joint venture members)

8. Details of proprietor, partners, closed corporation members,, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).

9. For joint ventures/ consortiums the following must be attached:

- Written authority **of each JV / consortium partner**, for authorized signatory.
- The joint venture/ consortium agreement.

10. For Trusts the following must be attached

- a. Certified copy of the trust deed;
- b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
- c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON :

DATE :

DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS , COMPANY DIRECTORS, TRUSTEES,
(In the event of a joint venture/ consortium, to be completed by all of the above of the joint venture/ consortium partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

EQUITY OWNERSHIP – (COMPULSORY)

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership.
In the case of a Joint Venture, Consortium or Partnership complete an “Equity ownership” for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizen-ship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

PLEASE NOTE

KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS EQUITY OWNERSHIP IS CORRECT.

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S CITY OF EKURHULENI BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file In terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014.

OHS Act 85 of 1993.

INSURANCE AND INDEMNIFICATION

Without limiting the liability of the Service Provider under this Agreement, the Service Provider shall at its own cost and expense take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under the Agreement for, liabilities that may arise due to, theft, destruction, death or injury to any person and damage to property.

The Service Provider shall arrange insurance with registered insurers and will produce to COE written confirmation from its brokers/insurers as evidence of the existence of the policies on an annual basis within 30 (thirty) days after date of policy renewals.

The Service Provider shall for the duration of this Agreement be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept under review by the Service Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.

Insurance cover will include relevant applicable insurance policies for risk associated with the scope of work such as Public Liability, Contractors All Risk, Professional Indemnity etc and such Insurance will be determined by CoE. Service Provider will present Certificates of Insurance to COE (Risk Management Department) prior to the commencement of the works, but not later than 14 days after having been informed of the acceptance of this bid.

Subject to clause above, if the Service Provider fails to effect adequate insurance under this clause it shall notify COE in writing as soon as it becomes aware of the reduction or inadequate cover. As in when required, the Risk Financing Division may validate the insurance confirmation.

In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify COE in writing of such termination and/or unavailability, where after either the Service Provider or/and COE may find a resolution regarding the insurance cover. The Service Provider shall within 30 days ensure placement of the applicable insurance cover in place and furnish the City with confirmation of cover.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.

LIMITATION OF LIABILITY

Neither party exclude or limit liability to the other party for:

- a) Death or personal injury due to negligence; or
- b) Fraud

The Service Provider shall indemnify and keep CoE indemnified from and against liability for damage to any CoE property (whether tangible or intangible) or any other loss, costs or damage suffered by CoE to the extent that it results from any act of or omission by the service provider or its personnel in connection with this agreement.

In no event shall either party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other party as a result of third party claims.

Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury caused by its negligence, fraud or willful misconduct or any other liability which cannot lawfully be excluded or limited.

Each party shall, at its own cost, maintain adequate insurance to cover its liability for death or personal injury arising out of or in connection with this Agreement and shall provide proof thereof upon request.

Save as provided above, the aggregate liability of either party to the other party in terms of this Agreement whether as result or delict or negligence shall not exceed an amount of fees paid in 12 months preceding the claim.

FORCE MAJEURE

Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of *force majeure* such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, suppliers, or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended.

Each Party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*.

If a Party fails to agree to such modifications proposed by the other Party within 90 (ninety) days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

It's the responsibility of the Project Manager to ensure and monitor the insurance compliance with regarding to the following:

1. Active and validity of the Insurance Policy throughout the duration of the contract
2. Letter of Good Standing of the supplier

PLEASE REMEMBER:

- (1) IN ORDER TO OBTAIN SPECIFIC GOAL/S POINTS IN TERMS OF THE PROVISIONS OF REGULATIONS 4(2) OR 5(2) OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BIDDER MUST SUBMIT PROOF OF SPECIFIC GOAL/S CLAIMED.**
- (2) TCS PIN NUMBER;**
- (3) IN THE CASE OF A JOINT VENTURE/CONSORTIUM, THE TCS PIN NUMBER OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT;**
- (4) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT**
- (5) DOCUMENTS SUBMITTED MUST BE LEGIBLE**
- (6) NO PHOTOCOPIES OF CERTIFIED COPIES WILL BE ALLOWED.**

CITY OF EKURHULENI

DEPARTMENT NAME: ***ROADS AND TRANSPORT MANAGEMENT***

CONTRACT NO: ***A-RT 04-2026***

FOR **THE APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND PAINTING OF ROAD MARKING IN THE COE ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

CITY OF EKURHULENI

DEPARTMENT NAME: ***ROADS AND TRANSPORT MANAGEMENT***

CONTRACT NO: ***A-RT 04-2026***

FOR **THE APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND PAINTING OF ROAD MARKING IN THE COE ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

PART C1 AGREEMENT AND CONTRACT DATA

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C1.2 CONTRACT DATA

C1.3 FORM OF GUARANTEE

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C1.1 FORM OF OFFER AND ACCEPTANCE

**FORM OF OFFER AND ACCEPTANCE
(AGREEMENT)**

OFFER

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

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

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

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

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 Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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.

FOR THE BIDDER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

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 Contractor 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
- Part C4 Site Information

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

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid 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, which must be duly signed by the authorised representative(s) of both parties.

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 agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) 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.

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.

FOR THE COE:

Signature(s)

Name(s) _____

Capacity _____

CITY OF EKURHULENI
(Name and address of organisation)

Name and signature of witness _____

Date _____

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject _____
Details _____

2 Subject _____
Details _____

3 Subject _____
Details _____

4 Subject _____
Details _____

5 Subject _____
Details _____

6 Subject _____
Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change 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.

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

Name and signature of witness

_____ Date _____

FOR THE COE:

Signature(s) _____

Name(s) _____

Capacity _____

CITY OF EKURHULENI
(Name and address of organisation)

Name and signature of witness

_____ Date _____

C1.2 CONTRACT DATA

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2015) Third Edition, published by the South African Institution of Civil Engineering, is applicable to this Contract and is incorporated herein by reference plus a signed bid document will act as a full legal document. Provisions of the Local Government: Municipal Finance Management Act 56 of 2003 (“the MFMA”) and a signed Service Level Agreement will form part of this Contract, in the event that there is a discrepancy between the General Conditions of Contract for Construction Works (2015) Third Edition and the MFMA, provision of the MFMA shall prevail.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel. No. (011) 805-5947/48/53.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are amendments to **The General Conditions of Contract for Construction Works (2015) Third Edition, published by the South African Institution of Civil Engineering** and are applicable to this Contract:

Clause	
1.1.1.7	The Principle Agreement of the General Conditions of Contract for Construction Works (2015), plus a signed full bid document will act as a full legal document. Provisions of the Local Government: Municipal Finance Management Act 56 of 2003 (“the MFMA”) and a signed Service Level Agreement will form part of this Contract, in the event that there is a discrepancy between the General Conditions of Contract for Construction Works (2015) Third Edition and the MFMA, provision of the MFMA shall prevail.
1.1.1.13 5.14.5.2	The Defects Liability Period is 365 days after final completion.
1.1.1.14 5.14.1	The time for achieving Practical Completion is 10 Months after site hand over
1.1.1.15 1.2.1.2	The Employer is the Ekurhuleni Metropolitan Municipality The Employer's address for receipt of communications is: Physical address: City of Ekurhuleni C/o Cross & Rose Streets GERMISTON 1400 Fax: (011) 999-7511 Postal address: Private Bag 1069 GERMISTON 1400
1.1.1.16 1.2.1.2	The Engineer is The Engineer's address for receipt of communications is: Physical (street address) address: Postal address: Fax: E-mail:
1.1.1.18	The time for obtaining final completion certificate is 365 calendar days after Practical completion.
1.1.1.26	The Pricing Strategy is Re-measurement Contract

Clause	
3.2.2	<p>DELETE AND REPLACE WITH:</p> <p>"Whenever the Employer's agent intends, in terms of the contract, to exercise any discretion, or make or issue any ruling, contract interpretation or price determination, he shall first consult with the employer and the contractor in an attempt to reach agreement. Failing agreement, the Employer's agent shall advise the Employer on contractual issues where after the Employer will make a final decision based on the advice of the Agent read with the MFMA. Only then will the Agent be allowed to issue a final instruction to the contractor."</p>
3.2.3	<p>ADD THE FOLLOWING:</p> <p>"The Employer's agent shall obtain written permission from the Employer for all variation orders where such variation order may have an impact on the contract duration, project cost, job creation or other legal implications related to the contract."</p>
4.4.1	<p>DELETE AND REPLACE WITH:</p> <p>"The following will be applicable regarding subcontracting for this contract:</p>
4.5	<p>Variations to the Conditions of Contract are:</p> <p>Add the following at the end of subclause 4.5:</p> <p>"4.5.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge. <p>4.5.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <ul style="list-style-type: none"> (i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in

Clause	
	respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."
5.2.1	ADD THE FOLLOWING: "The commencement date will be the date on which the site is handed over to the contractor by the Employer's agent, after been instructed by the Employer.
5.3.1	The documentation required before commencing with the Works are: 1. Health and Safety Plan (Refer to Clause 4.3) 2. Initial programme (Refer to Clause 5.6) 3. Security (Refer to Clause 6.2) 4. Insurance (Refer to Clause 8.6) Notwithstanding the above, the Contractor shall commence executing the Works within twenty-eight (28) days of the Commencement Date (site handover) or immediately after such time as the Contractor's health and safety plan has been approved and the initial requirements have been complied with.
5.3.2	Time to Submit the documentation required before commencement of the Works is 14 days.
5.8.1	The special non-working days are: 1. All applicable public holidays. 2. The year-end break commencing on the 15th December and ending on 15th January or as agreed on a yearly basis depending on the yearly calender.
5.12.2.2	ADD THE FOLLOWING: Adverse Physical conditions: The following will be applicable for extension of time due to climatic conditions:
5.13.1	The penalty for failing to complete the Works is R 1000.00 per day.
5.14.1	The requirements for achieving Practical Completion are: Marking of roadmarkings.
5.14.7	Different dates for practical completion:
5.16.3	The latent defects period is 10 years.
6.1	All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents: <ul style="list-style-type: none"> • An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number) • An original cancelled cheque (if applicable) • An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity
6.2.1	The type of security required will be a performance guarantee
6.2.2	DELETE AND REPLACE WITH: "If the contractors fail to submit the selected security within the time period indicated in 5.3.2, or if the performance guarantee differ substantially from the pro forma, the Employer may terminate the contract in terms of clause 9.2.
6.2.3	ADD THE FOLLOWING:

Clause																
	<p>The Performance Guarantee must substantially contain the wording of the document included as “Performance Guarantee” – See Appendix 3.</p> <p>The liability of the Guarantee shall be in accordance with paragraph 21 (1)(f) of the EMM’s Supply Chain Management Policy, which reads as follows:</p> <p>(f) where surety is required it shall be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 27 of 1943). Where bidders in Category A cannot raise the required surety of 2,5%, and it is feasible to deduct the amount from the first payment certificate, such concessions may be granted;</p> <p>Guarantees will be required as follows:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th style="background-color: #d9e1f2;">CATEGORY</th> <th style="background-color: #d9e1f2;">PROJECT VALUE</th> <th style="background-color: #d9e1f2;">GUARANTEE</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>< R500 000</td> <td>2,5%</td> </tr> <tr> <td>B</td> <td>R500 001 – R1 000 000</td> <td>5%</td> </tr> <tr> <td>C</td> <td>R1 000 001 – R2 000 000</td> <td>7,5%</td> </tr> <tr> <td>D</td> <td>>R2 000 000</td> <td>10%</td> </tr> </tbody> </table>	CATEGORY	PROJECT VALUE	GUARANTEE	A	< R500 000	2,5%	B	R500 001 – R1 000 000	5%	C	R1 000 001 – R2 000 000	7,5%	D	>R2 000 000	10%
CATEGORY	PROJECT VALUE	GUARANTEE														
A	< R500 000	2,5%														
B	R500 001 – R1 000 000	5%														
C	R1 000 001 – R2 000 000	7,5%														
D	>R2 000 000	10%														
6.3.1	<p>ADD THE FOLLOWING:</p> <p>“All variation orders issued by the Employer’s agent, must be pre-approved by the Employer.”</p>															
6.6.1 and 6.6.2	<p>ADD THE FOLLOWING:</p> <p>In the case of purchases of material or appointment of specialist sub-contractors, the contractor must obtain a minimum of three quotations to be approved by the Employer after the Employer’s agent confirmed the market relatedness of the quotations.</p>															
6.8.1	<p>ADD THE FOLLOWING:</p> <p>If it is required to balance the Bill of Quantities, in cases where the non-market relatedness of specific line items poses a risk to the Employer, it will be done in conjunction with the Employer’s agent. The final balanced BOQ must be approved by the Employer where after it needs to be included in the contract as the corrected BOQ.</p>															
6.8.2	<p>Contract Price Adjustment: Is applicable:</p> <p>Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.</p> $f = (1 - x) \left(a \frac{L_t}{L_o} + b \frac{P_t}{P_o} + c \frac{M_t}{M_o} + d \frac{F_t}{F_o} - 1 \right)$ <p>SCHEDULE WITH THE FOLLOWING VALUES.</p> <p>THE VALUE OF "X" IS 0.15</p> <p>THE VALUE OF THE COEFFICIENTS ARE:</p> <p>a = 0.25 (LABOUR)</p> <p>b = 0.15 (CONTRACTOR’ S EQUIPMENT)</p> <p>c = 0.55 (MATERIAL)</p> <p>d= 0.05 (FUEL)</p> <p>THE URBAN AREA NEAREST THE SITE IS EKURHULENI</p> <p>THE BASE MONTH IS THE MONTH PRIOR TO THE CLOSING OF THE BID.</p>															
6.8.3	<p>DELETE AND REPLACE WITH:</p> <p>No variation in the cost of special material will be allowed in this contract</p>															

Clause	
6.10.1.5	<p>ADD THE FOLLOWING:</p> <p>The percentage advance on materials not yet built into the Permanent Works is eighty percent (80%) of the value of material. For material stored off site, proof of all risk insurance must be provided by the contractor</p>
6.10.3	<p>The percentage retention on the amounts due to the Contractor is 10% to be reduced to 5% at works completion upon the issuing of Certificate of Completion. The balance of retention will be payable after final completion or expiry of the defects liability period as stated in 5.14.5.2</p>
6.11	<p>ADD AT END OF PARAGRAPH 6.11:</p> <p>The principle agent together with the contractor, will monitor and ensure that the total value of variation orders does not exceed 10% of the contract value. If, during the execution of the contract, it became obvious that the 10% will be exceeded, written permission must be obtained from the client. It must be noted that a process will have to be followed in line with Council's policy. No guarantee can be given that the request for exceeding the 10%, will be approved. If it is not approved, the client reserves the right to reduce the scope of work to keep the final contract amount within the allowed 10%. If the contractor exceeds the allowed 10% without approval, Council will not entertain any claims for payment more than the contract amount plus 10%.</p>
8.6.1.1.2	<p>The value of Plant and materials supplied by the Employer to be included in the insurance sum is R Nil</p>
8.6.1.1.3	<p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 500 000.00</p>
8.6.1.2	<p>A Coupon Policy for Special Risks is to be issued. (To be approved by the Employer's Claims Management Services Provider)</p>
8.6.1.3	<p>The limit of indemnity for liability insurance is R5 000 000-00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period. (To be approved by the Employer's Claims Management Services Provider)</p>
8.6.1.5	<p>The following additional and varied insurances are required:</p>
10.4	<p>Disputes are to be settled in terms of General Conditions of Contract for Construction Works</p>
7.5.1	<p>ADD THE FOLLOWING:</p> <p>"Provided further that if the Works or excavation(s) are not ready for inspection or are incorrect or are not in accordance with the drawings or specifications, the fruitless expenditure so incurred by the Engineer will be for the Contractor's account. In such case a further adequate notice shall be given by the Contractor to the Engineer."</p>
8.6	<p>CLAUSE 8.6 ADD THE FOLLOWING:</p> <p>"Notwithstanding the provisions of the General Conditions of Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever including but not limited to the provision by the Contractor of any insurances, the Contractor will effect and maintain for the duration of the Contract until the date of the Certificate of Completion -</p> <ul style="list-style-type: none"> (i) Contract Works Insurance; (ii) Public Liability Insurance; (iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association; <p>in the name of the Contractor (including all Sub-Contractors) and Municipality's insurable interest must be noted in the policy.</p> <p>A copy of the Contract Works Insurance, Public Liability Insurance policies and Coupon for Special Risk Insurance as arranged by the Contractor, must be submitted to Municipality. The Insurances will be maintained from the Commencement Date to the date of the Certificate of Completion.</p>

Clause	
	<p>The Contractor shall effect and pay for any supplementary insurance, which in its own interest it may deem necessary.</p> <p>The Contractor shall insure that all potential and appointed Sub-contractors are aware of the whole content of this clause, and enforce the compliance by Sub-contractors with this clause where applicable.</p> <p>Any clarification of the scope of cover to be provided by the Policies arranged by the Contractor or the Municipality should be obtained from the Municipality's Broker.</p> <p>The Contractor and its Sub-contractors are deemed to have full knowledge of the terms and conditions under which the required Insurance cover is issued. ”</p> <p>The contractor shall be requested to submit Letter of Good Standing as issued by the department of labor prior commencement of the works.</p>
8.6	<p>ADD THE FOLLOWING:</p> <p>"In the event of any claim arising under the policy or policies held, the Contractor shall without delay take all the necessary steps to lodge his claim on the joint behalf of himself and the Municipality, and the claim submitted shall cover all costs to repair and make good. The Contractor shall submit copies of all claims and related documents to the Engineer. Settlement of claims will be paid to the Municipality who will pay such amounts to the Contractor on certificate of the Engineer as the rectification proceeds. All claims shall be submitted in accordance with the requirements of the policy."</p>
8.6.5	<p>ADD THE FOLLOWING:</p> <p>"The Executive Manager Insurance & Risks will verify the Contractors All Risks insurance cover and issue a letter of confirmation that adequate cover is in place or not."</p>
10.3.1	<p>Disputes are to be settled in terms of General Conditions of Contract for Construction Works (GCC) 2015. The General Condition of Contract (GCC) 2015 plus a signed full bid document will act as a full legal document and serve as a Service Level Agreement. Where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail.</p>

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	
1(1)(h) 1(2)	The Contractor is The Contractor's address for receipt of communications is: Physical address: Postal address: Telephone: Fax: E-mail:.....
1(1)(m)	The time for completing the works is days
37(2)(b)	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is%
46(3)	The rate for special materials, exclusive of value-added tax (VAT) are:

C1.3 FORM OF GUARANTEE

PRO FORMA

CONTRACT NO. A-RT 04-2026

WHEREAS CITY OF EKURHULENI (hereinafter referred to as "the Employer") entered into, a Contract with _____ (hereinafter called "the Contractor") on the _____ day of _____ 20____ for the construction of _____ at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS _____ has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, _____ do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of

_____ (R_____)

The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

We hereby choose our address for the serving of all notices for all purposes arising here from as _____

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20____

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of _____

Address _____

C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at _____

on this the _____ day of _____ in the year _____

between **THE CITY OF EKURHULENI** (hereinafter called "the **Employer**") of the one part, herein represented by

in his capacity as _____

and

_____ (hereinafter called "the Mandatory") of the other part, herein represented by

_____ in his capacity as _____

WHEREAS the Employer is desirous that certain works be constructed, viz

THE APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND PAINTING OF ROAD MARKING IN THE COE ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 ***The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.
8. **The contact details of the OH&S Agent for the COE will be advised on date of award**

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE COE:

WITNESS 1

NAME 1
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1

NAME 1
(IN CAPITALS)

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 200.....,

Mr/Ms _____ whose signature appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

WITNESS 1

NAME 1
(IN CAPITALS)

CITY OF EKURHULENI

DEPARTMENT NAME: ***ROADS AND TRANSPORT MANAGEMENT***

CONTRACT NO: ***A-RT 04-2026***

FOR **THE APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND PAINTING OF ROAD MARKING IN THE COE ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITY

C2.1 PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications), the Drawings, the Municipal Financial Management Act and the Supply Chain Management Regulations shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.
Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.
Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.
- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities ¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 **A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. Failure to price each item will result in the bid being rejected.**

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bid rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single bid sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The bid rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

¹ The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the bid rate of the (same) item
Sum	:	An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	percent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

11 PRELIMINARY, GENERAL AND SITE ESTABLISHMENT

11.1 Provision

Provision is made in the Bill of Quantities for lump sums to cover the Contractor's cost to supply, erect commission, maintain and eventually demolish and remove site facilities, plant, tools and equipment, and for the Contractor to comply with any other obligations of a preliminary and general nature in terms of the contract. The sum tendered in the Bill of Quantities for any preliminary and general item shall cover the Contractor's direct and overhead costs, profit and all

other costs for the provision of the item and/or compliance with the obligations, liabilities, risks and requirements associated with the item.

11.2 Payment for Fixed Cost Items

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual period remaining.

11.3 Payment for Time-related Items

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual period remaining. The total sum subject to recalculation will be adjusted according to the Adjusted Contract Period at the time when Certification of Payment is due.

11.4 Payment for Value-related Items

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual period remaining. The total sum subject to recalculation will be adjusted according to the Adjusted Contract Sum at the time when Certification of Payment is due.

12 DAY LABOUR, PLANT HIRE AND HAULAGE

Tenderers must state their rates, in the relevant section of the Bill of Quantities, for day labour, plant hire and haulage. Plant hire and Day labour rates are to be shown as hourly rates for the various categories of labour set out in the Schedule. Separate rates shall be quoted for work outside normal working hours, "normal working hours" being taken as all weekdays from 07h00 to 17h00.

No work is to be carried out as a charge to day labour, plant hire or haulage without prior written authorisation of the Engineer, and claims for such activities will not be paid without such authorisation.

Rates must include for the use of Contractor's small tools and equipment and must be inclusive of Contractor's overheads and profit.

C2,2 BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY	UNIT RATE	Total Amount
					R
1200	SECTION 1200: GENERAL REQUIREMENTS & PROVISION				
PS12.05	Remuneration of Liaison Office (CLO)				
	(a) Remuneration of CLO (based on R 6 000/month incl. cellphone and traveling allowance)	Month	36	6000	R216 000,00
	(b) Charges for profit on PS12.05(a)	%			
TOTAL CARRIED FORWARD TO THE SUMMARY					

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY	UNIT RATE	Total Amount
					R
1700	SECTION 1700: CLEARING & GRUBBING				
B17.07	Clearing and cleaning of existing surfaced roads in preparation for road markings.				
	(a) Manual labour (6 man team) plus tools	Hr	1 000		
	(b) 6 m ³ Tipper truck	Hr	1 000		
	Dump site charges for spoil of all				
	waste material at approved dump site.(Contractor must submit copies of dumpsite weighbridge slips/invoices to engineer to ensure payment)	m ³	5 000		
TOTAL CARRIED FORWARD TO THE SUMMARY					

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY	UNIT RATE	Total Amount R
5700	ROAD MARKINGS				
	(i)Road marking paint shall be waterborne, and conform with the requirement of EN 1436, EN 1871 and SANS 731-2:2015 (ii)Reflective glass bead shall be in accordance with EN 1423 – Class A, minimum 80% Roundness and sizing of 125-850um. (iii)Glass beads shall have a adhesion promoting silane coating. (iv)Waterborne marking shall be applied at a nominal rate of 0.42 Lt/m ² . (v)Reflective glass beads shall be dropped on at a nominal rate of 500gm/m ²				
	(vi)Dusty oily or contaminated surface shall be primed with a dust fixing sealer at a rate of 0.2 Lt/m ² prior to painting. (vii)Letters, symbols, numbers shall be according to the South African Road & Traffic Signs Manual				
5702	White lines (Broken or Unbroken)				
	a)100mm width	M	250000		
	b)150mm width	M	50000		
	C)200mm width	M	50000		
	d)300mm width	M	50000		
	Yellow lines (Broken or Unbroken)				
	a)100mm width	M	25000		
	b)150mm width	M	25000		
	C)200mm width	M	25000		
	d)300mm width	M	25000		
	Red lines (Broken or Unbroken)				
	a)100mm width	M	20000		

	b)150mm width	M	20000		
	C)200mm width	M	20000		
	d)300mm width	M	20000		
	e) White lettering and symbol	M ²	2000		
	f) Yellow lettering and symbol	M ²	2000		
	g) Speed humps, Traffic island, Painted yield sign, Pedestrian crossing	M ²	2000		
	h) Kerb marking (Any colour)	M ²	1500		
TOTAL CARRIED FORWARD					

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY	UNIT RATE	Total Amount
					R
TOTAL BROUGHT FORWARD					
57.02	<p>Hot applied thermoplastic road marking material, in accordance with EN 1436 and EN 1871.</p> <p>(a)minimum 20% premixed glass beads in accordance with EN 1424</p> <p>(b)minimum luminance class LF5 on White</p> <p>(c)minimum luminance class LF1 on Yellow</p> <p>(c)Softening Point Class SP3</p> <p>(d)Colour yellow to within the specified co-ordinates of EN 1436 & EN 1871</p> <p>(f)Application by spray, screed or extrusion is acceptable.</p> <p>(g)Minimum thickness of 1.5mm overlaid thickness.</p>				
	<p>(h)Reflective glass bead shall be in accordance with EN 1423 – Class A, minimum 80% Roundness and sizing of 125-850um.</p> <p>(i)Glass beads shall have moisture proof silicone coating.</p> <p>(j)Reflective glass beads shall be dropped on at a nominal rate of 500gm/m²</p> <p>(k)Letters, symbols, numbers shall be according to the South African Road & Traffic Signs Manual</p> <p>(l)The use of Preformed pre-beaded thermoplastic materials is acceptable for symbols, numbers, arrows or intersection work.</p>				
	a)100mm width	M	50000		
	b)150mm width	M	10000		
	C)200mm width	M	10000		
	d)300mm width	M	10000		
	Yellow lines (Broken or Unbroken)				
	a)100mm width	M	7500		

b)150mm width	M	7500		
C)200mm width	M	7500		
d)300mm width	M	7500		
Red lines (Broken or Unbroken)				
a)100mm width	M	5000		
b)150mm width	M	5000		
C)200mm width	M	5000		
d)300mm width	M	5000		
e) White lettering and symbol	M ²	1000		
f) Yellow lettering and symbol	M ²	1000		
g) Speed humps, Traffic island, Painted yield sign, Pedestrian crossing	M ²	1500		
TOTAL CARRIED FORWARD				R

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY	UNIT RATE	Total Amount
					R
TOTAL BROUGHT FORWARD					
57.05	Road studs				
	Uni-directional				
	(a)Stimsonite or similar approved/copying with SANS 1442:2008(Edition1.3) (Any colour)	No	1000		
	Bi-directional				
	(a)Stimsonite or similar approved/copying with SANS 1442:2008(Edition1.3)(Any colour) To be adhered with either Epoxy or StudBinda 120mm X 120mm	No	1000		
57.06	Setting out and pre-marking the lines (Excluding traffic-island markings, lettering and symbols)	M	5000		
57.07	Re-establishing the painting unit at the end.				
	The tender lump sum shall include compensation for re-establishment on the site and for later removing all special equipment, personnel etc.	no	15		
57.08	Removal of existing temporary or permanent road markings				
	a) Sand blasting	M ²	5000		
	b) Over painting as a temporary measure	M ²	2000		
57.09	Removal of existing road studs	No	2000		
TOTAL CARRIED FORWARD TO THE SUMMARY					

SUMMARY

ITEM	DESCRIPTION	TOTAL AMOUNT
1200	SECTION 1200: GENERAL REQUIREMENTS & PROVISION	R
1700	SECTION 1700: CLEARING & GRUBBING	R
5700	ROAD MARKINGS	R
	SUB TOTAL	R
	ADD 15% VAT	R
	BID SUM CARRIED THROUGH TO FORM OF OFFER	R

PLEASE NOTE:

- THE ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSES ONLY
- IT IS THE INTENTION OF COE TO APPOINT MORE THAN ONE BIDDER UP TO A MAXIMUM OF 03 BIDDERS.
- A BIDDER WILL BE AWARDED A MAXIMUM OF 01 SERVICE AREA.
- IN CASES WHERE IT IS NOT POSSIBLE TO AWARD A MAXIMUM OF 01 SERVICE AREA (DUE TO THE NUMBER OF ACCEPTABLE BIDDERS), THEN ONE BIDDER/S MAY BE AWARDED MORE THAN 01 SERVICE AREA), AND PREFERENCE WILL BE GIVEN TO THE HIGHEST SCORING BIDDER/S.
- ALL ACCEPTABLE BIDDERS BELOW THE MARKET WILL BE OFFERED THEIR OWN RATES. SUBSEQUENTLY, ALL ACCEPTABLE BIDDERS ABOVE THE MARKET MAY BE OFFERED UNIFORM RATES WHICH ARE DEEMED TO BE MARKET-RELATED AS DEFINED BY THE INDUSTRY.

PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINITION OF PRICE APPLICATION

Bidders who are not Vat registered will be required to comply in line with Value Added Tax Act.

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

CONTRACT PRICE ADJUSTMENT: IS APPLICABLE

Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.

$$f = (1 - x) \left(a \frac{L_t}{L_o} + b \frac{P_t}{P_o} + c \frac{M_t}{M_o} + d \frac{F_t}{F_o} - 1 \right)$$

SCHEDULE WITH THE FOLLOWING VALUES.

THE VALUE OF "X" IS 0.15

THE VALUE OF THE COEFFICIENTS ARE:

a = 0.25 (LABOUR)

b = 0.15 (CONTRACTOR' S EQUIPMENT)

c = 0.55 (MATERIAL)

d = 0.05 (FUEL)

THE URBAN AREA NEAREST THE SITE IS EKURHULENI

THE BASE MONTH IS THE MONTH PRIOR TO THE CLOSING OF THE BID.

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

CITY OF EKURHULENI

DEPARTMENT NAME: *ROADS AND TRANSPORT MANAGEMENT*

CONTRACT NO: **A-RT 04-2026**

FOR

THE APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND PAINTING OF ROAD MARKING IN THE COE ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

PART C3 SCOPE OF WORKS

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C3.1 DESCRIPTION OF WORKS	
C3.1.1 Employer's objectives	
C3.1.2 Overview of the Works	
C3.1.3 Extent of Works	
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C3.1.5 Temporary Works	
C3.2 ENGINEERING	
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STATUS

The Project Specifications form an integral part of the Contract Documents, supplement the Standardized Specifications for Road and Bridge works for State Road Authorities 'COLTO', 1998, and take precedence in the event of discrepancies with the Standard Specifications, the Schedule of Quantities or the Drawings

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
CIDB grading	3SK / 2SK PE OR HIGHER
Infrastructure and resources available – Plant and Equipment (owned or leased)	Crane Truck
Staffing profile	Supervisor (x1) <ul style="list-style-type: none">• 2 years' experience in road sign erection.
Financial Ability (Ability to Deliver)	R100 000
Relevant previous Company Experience – Completed Project	Bidder listed two (02) signed references with contactable references where the bidder has conducted road marking.

Bidders that do not meet the minimum requirements will be rejected and not evaluated further.

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Infrastructure and resources available – Plant and Equipment (owned or leased)

- **Proof of ownership or lease agreement letter of intent to lease signed by the lessor for one each of the following:**
- **Proof of ownership of lessor's vehicles must be submitted**
- **The lease agreement or letter of intent must explicitly list the required Infrastructure and resources available, for one each of the following:**
 - Crane Truck

Financial Ability (Ability to Deliver)

1. Proof of Access to Credit or Financing

A letter/statement from a registered financial institution confirming that the bidder has access to credit or financing of at least **R100 000**, which may include:

- Overdraft facilities; **OR**
- Revolving credit facilities; **OR**
- Approved loan facilities; **OR**

- Confirmation of available cash reserves.

OR

2. **Bank Statement(s)**

- A stamped bank statement not older than one (1) month from the tender closing date, showing available funds of at least **R100 000**

OR

3. **Funding Commitments from Development Finance Institutions (DFIs)**

A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, **or any other registered DFI**, indicating funding of at least **R100 000**

Staffing profile

Supervisor (x1)

- CV demonstrating a minimum of 2 years' experience in road sign erection

Please Note:

- **Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid.**
- **All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid.**
- **All professional Registrations must be in good standing during the period of tender evaluation.**
- **The City of Ekurhuleni reserves the right to verify the submitted documents.**

Relevant previous Company Experience – Completed Project

- Two (02) Signed reference letters on the **Bidder's Client Letter Head (The Signed reference letters must be from the client which the bidder provided the services to)** with Contactable References from the bidder's previous client confirming relevant experience where the bidder has conducted road marking.

NB! Failure to submit the above-mentioned documents will result in disqualification.

SPECIFIC GOAL REQUIREMENT

Points awarded for Specific Goal/s

In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
EME	Original Sworn Affidavit/Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	5
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise	10

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
	NB: Municipal Account must not be older than 3 months	
An enterprise which is at least 50% owned by Historically Disadvantaged Individuals	Identity document (certified not older than 6 months)	5
	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
	For persons living with disabilities (If Applicable) Original/Certified Medical Certificate (certified not older than 6 months) with the following information: <ul style="list-style-type: none"> a) Name of practitioner, b) Practitioner number, c) Doctor's contact details, d) Details of the condition, e) Date, f) Signature, g) Stamp and h) Patient's name. 	
TOTAL SPECIFIC GOAL POINTS		20

NB: if bidders do not complete information or submit evidence required for the above table, they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EKURHULENI METROPOLITAN MUNICIPALITY'S OBJECTIVES

The project objectives are in line with the Ekurhuleni Metropolitan Municipality's objectives of service delivery, job creation and poverty alleviation. The project is specifically aimed at painting of road markings on an as and when required basis for the period with effect from date of acceptance by the COE UNTIL 30 JUNE 2029.

As part of the implementation of the works job creation will occur through the employment of local labourers, local subcontractors, local suppliers and the like.

C3.1.2 OVERVIEW OF THE WORKS

The employer is committed to the safety of the public using the COE road network and is aware of the importance of good road marking maintenance. To this end the employer wishes to procure the services of a number of contractors to paint the road markings.

The contract will be awarded on an as and when required basis for the period with effect from date of award UNTIL 30 JUNE 2029. The contractor shall issue with works orders and which falls within the allocated contract budget. The minimum value of the work in nil rand.

The description of work contained in C3.1.3 is merely an outline of the contract works to be undertaken and shall not limit the work to be carried out by contractor under this contract. The

schedule of quantities provides only for the type of work that may be undertaken and the quantities are provided purely for bidding purpose and not indicative of the expected or estimated quantities.

C3.1.3 EXTENT OF WORKS

The Works that may be carried out by the Contractor under this Contract comprise mainly the following:

- (a) Re/paint road marking on the roads.
- (b) Supply of all SABS approved road marking paint.
- (c) Supply of all tools and equipments.
- (d) Have own transport available for the works.
- (e) Safe guarding of the road works. (Including all signage & cones)
- (f) The before road marking photo and after road marking photo (to be submitted with the invoice).

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract. The quantities provided in the Schedule of Quantities of each type of work are not indicative of the actual work required and is provided only for bid comparison purposes. **The variation of the quantities shall not affect the rates bided nor shall it constitute a variation to the scope and nature of the works.**

C3.1.4 LOCATION OF THE WORKS

The work shall be executed within the boundaries of City of Ekurhuleni.

The locality of the service delivery areas is indicated on the locality map included in part C4. The actual nature and location of the works within the service delivery areas will be identified during the contract period.

C3.1.5 TEMPORARY WORKS

The Contractor shall barricade the work area to prevent any disturbance or damage to the surrounding properties as instructed by the engineer on site.

The Contractor is to ensure that he obtains the necessary way-leaves and departmental approvals prior to commencing with any work within the road reserves or on public property.

C3.2 ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

The activity schedule and responsibilities are:

- (a) The Engineer in consultation with the employer will determine the extent of the work required and will issue a works order to the contractor(s) which outlines the location and type of intervention required.
- (b) The contractor shall assign a contracts manager to whom all works orders shall be issued.
- (c) The contractor shall prepare a works programme and agree a completion date for each works order issued. The engineer may vary the order of the works to suit the employer's requirements.

- (d) The contractor shall obtain the required way-leaves as appropriate for working in the road reserve.
- (e) The Engineer in consultation with the employer shall determine the need for and design any temporary works which shall be presented to the contractor.

In the event of the employer not awarding the Contract, or the Contractor not being able to carry out the work for any reason, the employer reserves the right to order the work to be carried out under a valid Contract without any right for claim by the Contractor defaulting.

C3.2.2 CONTRACTOR'S DESIGN

No design required from the contractor.

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

The bids will be evaluated in accordance with the employer's supply chain management policy of which an extract is included in Part T2.3 Form 2.3.3.

Contractors are encouraged to practice preferential procurement where goods and services are sought by using of local labour and suppliers.

C3.3.2 SUBCONTRACTING

Not Applicable

C3.3.3 LOCAL LABOUR AND TRAINING

The contractor shall limit the utilisation of his permanent employed personnel to key personnel such as contracts mangers, site agents, foremen, supervisors, plant operators, materials & survey technicians, trainers, buyers, store men and the like should such expertise not be available from the local area. The contractor shall make maximum use of human resources existing in the local community/area. The bidder shall apply to the employment labour desk, conveyed by the ward committee for details of those labourers who are available in the area of work and shall provide preference to those labourers identified.

The contractor shall comply with the relevant laws governing the employment, accommodation and transport of labour. All matters affecting the contractor's labour force shall be the sole responsibility of the contractor.

Formal structured training of labour in certain fields has to be undertaken, preferable in the first two months of the project. The training requirements/needs will be determined by the contractor in consultation with the engineer, employer and CLO.

The contractor shall utilise trained labour in all instances. The employment of labour from outside the local area will only be considered and permitted by the Engineer in the event of:

- a) the unavailability of sufficient numbers of local labourers to execute the work;
- b) the unavailability within the local community of the required skills necessary for the execution of specific portion of work, and where the completion period does not permit the creation of the necessary skills through training.

In both cases the contractor shall prove to the satisfaction of the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit local labour.

The contractor shall maintain accurate and comprehensive daily records of all labour engaged on the bid and shall submit to the Engineer at two weekly intervals detailed labour returns substantiating the actual numbers of labourers employed, the amounts actually paid in respect thereof, and details of the various activities undertaken by the labourers.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectoral determination in terms of the Basic Conditions of Employment Act, no 75 of 1997, as determined by the Department of Labour

C3.3.4 COMMUNITY LIAISON OFFICER (CLO)

Guidelines to be provided by CoE at a later stage. However, an amount of at least R6 000,00 should be allowed for in the Bill of Quantities per CLO per month, as per the approved council resolution. And this is an all-inclusive package.

C3.4 CONSTRUCTION

C3.4.1 WORKS SPECIFICATIONS

C3.4.1.1 Applicable COLTO,1998 Standardized Specifications

The following Standardized Specifications for Road and Bridge works for State Road Authorities 'COLTO' for civil engineering construction are applicable:

Section 1100	: DEFINITIONS AND TERMS
Section 1200	: GENERAL REQUIREMENTS AND PROVISIONS
Section 1500	: ACCOMMODATION OF TRAFFIC
Section 5700	: ROAD MARKINGS
Section 8100	: TESTING MATERIALS AND WORKMANHIP
Section 11000	: MISCELLANEOUS ACTIONS
SABS 731	: ROAD MARKING PAINT

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

Before a contractor starts with a new works order the Engineer must first approve the road marking paint to be used.

B1702 General Requirements

Add the following:

“(e) Cleaning of roads prior to Remarking

All silt, debris and rubble shall be removed from the road surface and road reserve as instructed by the engineer. Where hand labour is required, the contractor shall make use of local labour.

Cleaning of roads by brooming will be considered as being part of the normal road resurfacing process and deemed to be included in the unit rates.

The time required to clean a particular street shall be agreed between the contractor and engineer before commencing with the work and failing agreement as determined by the engineer. Only the agreed and approved time will be measured for payment.

B1704 MEASUREMENT & PAYMENT

Add the following items:

"ITEM	UNIT
B17.07 Clearing and Cleaning of Surfaced Roads using:	
(a) Manual labour (6-man team) plus tools	hour
(e) 6m ³ Tipper truck	hour

5703 SETTING OUT ROAD MARKINGS

The dimensions and positions of road markings shall be as shown on the drawings or as specified in the appropriate statutory provisions and the South African Road Traffic Signs Manual.

The lines, symbols, figures or marks shall be pre-marked by means of paint spots of the same colour as that of the final lines and marks. These paint spots shall be at such intervals as will ensure that the traffic markings can be accurately applied, and in no case shall they be more than 1.5m apart. Normally spots of approximately 10 mm in diameter should be sufficient.

After spotting, the positions of the proposed road markings such as broken lines and the starting and finishing points of barrier lines shall be indicated on the road. These pre-markings shall be approved by the engineer prior to any painting operations being commenced.

The positions and outlines of special markings shall be produced on the finished road in chalk and shall be approved by the engineer before they are painted. Approved templates may be used on condition that the positioning of the marking is approved by the engineer before painting is commenced.

The position of road studs shall be marked out on the road and shall be approved by the engineer before they are fixed in position.

5707 APPLYING THE PAINT

The figures, letters, signs, symbols, broken or unbroken lines or other marks shall be painted as shown on the drawings or as directed by the engineer.

Where the paint is applied by machine, it shall be applied in one layer. Before the road-marking machine is used on the permanent works, the satisfactory operation of the machine shall be demonstrated on a suitable site which is not part of the permanent works. Adjustments to the machine shall be followed by further testing. Only when the machine has been correctly adjusted and its use has been approved by the engineer after testing, may the machine be used on the permanent work. The operator shall be experienced in the use of the machine.

After the machine has been satisfactorily adjusted, the rate of application shall be checked and adjusted if necessary before application on a large scale is commenced.

Where two or three lines are required next to each other, the lines shall be applied simultaneously by the same machine. The paint shall be stirred before application in accordance with the manufacturer's instructions. Paint shall be applied without the addition of thinners.

Where, under special circumstances, painting is done by hand, it shall be applied in two layers, and the second layer shall not be applied before the first layer has dried out sufficiently. As most road-marking paint reacts with the bitumen surface of the road, the paint shall be applied with one stroke only of the brush or roller.

Ordinary road-marking paint shall be applied at a nominal rate of 0.142 kg/m² OF as directed by the engineer and proprietary brand paints or plastic road marking materials shall be applied at the rates specified in the project specifications.

Unless otherwise prescribed by the engineer, the road marking shall be completed before a particular section of the road is opened to traffic. Each layer of paint shall be continuous over the entire area being painted.

5708 APPLYING THE RETROREFLECTIVE BEADS

Where retro-reflective paint is required, the retro-reflective beads shall be applied by means of a suitable machine in one continuous operation, immediately after the paint has been applied. The rate of application of the beads shall be 0.1 kg/l of paint or such other rate as may be directed by the engineer. Machines which apply the beads by means of gravity only shall not be used. The beads shall be sprayed onto the paint layer by means of a pressure sprayer.

Additional surface reflectorization of plastic road markings shall be applied at the rate and by means of the methods specified in the project specifications,

5709 ROADSTUDS

Roadstuds shall be of the type indicated on the drawings and shall be fixed in the positions indicated and approved by the engineer.

The roadstuds shall be fixed by means of an approved epoxy resin in accordance with the manufacturer's instructions, subject to such amendments to the method as may be required by the engineer. The studs shall be protected against impact until the adhesive has hardened. Before fixing the roadstuds the surface shall be thoroughly cleaned as specified in clause 5705.

Permanent roadstuds shall be fixed after the painting of the road lines. Prior to the application of the surface treatment, all existing roadstuds shall be adequately protected. Painting over roadstuds is strictly prohibited. During laying of aggregate chips, rolling and brooming care shall be taken to protect all existing roadstuds against damage or breakage. The contractor shall replace at his own cost any roadstuds that have been damaged by constructional activities or that have been stained and cannot be cleaned entirely. Where ordered by the engineer, the contractor shall remove the existing road = studs prior to the application of the surfacing seal,

Where ordered by the engineer, temporary roadstuds shall be installed. The contractor shall maintain the temporary roadstuds in position until the permanent road markings have been completed.

5710 TOLERANCES

Road markings shall be constructed to an accuracy within the tolerances given below:

- (a) Width

The width Of Tines and Other markings shall not be less than the specified width. nor shall it exceed the specified width by more than 10 mm.

(b) Position

The position of [Lines, letters, figures, arrows, retro-reflective roadstuds and other markings shall not deviate from the true position by more than 100 mm in the longitudinal and 20 mm in the transverse direction.

(c) Alignment of markings

The alignment of the edges of longitudinal Tines shall not deviate from the true alignment by more than 10 mm in 15 m.

(d) lines

The length of segments of broken longitudinal lines shall not deviate by more than 150 mm from the specified length.

5711 GENERAL

In broken lines the length of segments and the gap between segments shall be as indicated on the drawings. If these lengths are altered by the engineer, the ratio of the lengths of the painted section to the length of the gap between painted sections shall remain the same. Lines shall not be painted more than 3 months prior to the road being opened to public traffic.

Lines on curves, whether broken or unbroken, shall not consist of chords but shall follow the correct radius.

Where plastic road-marking material is used, the manufacturer shall produce an approved guarantee as specified in the project specifications.

Where indicated by the engineer, the contractor shall remove existing painted markings from the existing surfaces by means of sand blasting or as ordered by the engineer. Suitable precautions shall be taken to avoid damage to nearby vehicles or other property during the sand blasting process. The use of black paint or chemical paint remover to obliterate existing markings will not be permitted, except where it is ordered by the engineer as a temporary measure.

5712 FAULTY WORKMANSHIP OR MATERIALS

If any material which does not comply with- the requirements is delivered to the site, or is used in the works, or if any work of an unacceptable quality is carried out, such material or work shall be removed, replaced or repaired as required by the engineer at the contractor's own cost. Rejected road markings and paint which has been splashed or dripped onto the pavement, kerbs, structures or other such surfaces, shall be removed by the contractor at his own cost, in an approved manner so that the markings or spilt paint will not show up at all.

5713 PROTECTION

After the paint has been applied, the road markings shall be protected against damage by traffic or other causes. The contractor shall be responsible for erecting, placing and removing all warning boards, flags, cones, barricades and other protective measures which may be necessary in terms of any statutory provisions and/or as may be recommended in the South African Road Traffic Signs Manual.

5714 MEASUREMENT AND PAYMENT

57.02 **Retro-reflective**

- (a) White lines (broken or unbroken) (width of line indicated) _____ kilometre (km)
- (b) Yellow (broken or unbroken) (width of line indicated) _____ kilometre (km)
- (c) Red (broken or unbroken) (width of line indicated) _____ kilometre (km)
- (d) White lettering and Symbol.....square metre(M²)
- (e) White lettering and Symbol.....square metre(M²)
- (f) Transverse lines, painted traffic island and arrestor bed markings..... square metre(M²)

Item Unit

57.03 **Hot-melt plastic** road-marking material

- (a) White lines (broken or unbroken) (width of line indicated) _____ kilometre (km)
- (b) Yellow (broken or unbroken) (width of line indicated) _____ kilometre (km)
- (c) Red (broken or unbroken) (width of line indicated) _____ kilometre (km)
- (d) White lettering and Symbol.....square metre(M²)
- (e) White lettering and Symbol.....square metre(M²)
- (f) Transverse lines, painted traffic island and arrestor bed markings..... square metre(M²)

Item Unit

57.05 **Roadstuds** (type stated) number (No)

The unit of measurement for roadstuds shall be the actual number of approved roadstuds placed.

The tendered rate shall include full compensation for procuring and furnishing all the necessary material, labour and equipment, and for fixing and maintenance as specified. Distinction shall be made between various types of roadstuds.

Item Unit

57.06 Setting out and premarking the lines (excluding traffic-island markings, lettering and symbols) _____ kilometre (km)

The unit of measurement for setting out lines shall be the kilometre of lines set out and marked, Where two or three lines to be painted next to each other. and where the centre to centre distance between adjacent lines does not exceed 500 mm, the setting out of lines shall be measured only once.

The tendered rate shall include full compensation for setting out and premarking the lines as specified, including all materials.

Item	Unit
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57.07 Re-establishing the painting unit at the end of the maintenance period . . . lump sum	
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The tendered lump sum shall include full compensation for the re-establishment on the Site and for later removing all special equipment, personnel, etc, as may be required for repainting

The unit of measurement shall be the square metre of road marking removed or obliterated.

The tendered rate shall include full compensation for the necessary equipment, labour and materials, for any specific protection measures, accommodation of traffic, and the cleaning of the area of a" dust, all as specified.

Item	Unit
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57.09 Removing of existing roadstuds . . .number (No)	
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The unit of measurement shall be the actual number of roadstuds removed,

The tendered rate shall include full compensation for furnishing all equipment, labour and material to remove the existing roadstuds as specified and to repair the road surface in case of any damage, as well as the disposal of the roadstuds.

C3.4.2 PLANT AND MATERIAL

C3.4.2.1 Plant and materials supplied by the employer

The Employer shall not supply any plant or materials

C3.4.2.2 Materials, samples and shop drawings

(a) Samples

Materials or works which do not conform to the approved samples submitted in terms of Sub clause 23.4 of the **General Conditions of Contract** will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Sub clause 23.7 of the Conditions of Contract, be for the Contractor's account.

C3.4.3 CONSTRUCTION EQUIPMENT

C3.4.3.1 Requirements for equipment

The contractor is to provide equipment as necessary to successfully complete the works as issued under the letter of acceptance and letters of instruction to proceed as detailed in the document.

C3.4.3.2 Equipment provided by the employer

The Employer shall not supply any equipment.

C3.4.3.3 Public Indemnity Insurance

- Successful Bidders will be required to purchase Public Liability Insurance Cover and indemnify the Council against any third-party loss, damage, or injury claims emanating from the use of the property. The Council reserves the right to request proof of the insurance policy's validity at any time during the contract period.
- The successful bidder shall, for the duration of this Agreement, be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept under review by the Successful Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Successful bidder.
- Insurance Cover will include relevant applicable insurance policies for risk associated with the scope of work, such as Comprehensive Public Liability (with Product Liability extension), and such Insurance will be determined by the City of Ekurhuleni (CoE). The Successful Bidder will present Certificates of Insurance to CoE (Risk Management Department) before the commencement of works, but not later than Fourteen (14) days after having been informed of the acceptance of this bid.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.