



BID NO: SK8/3/1-04/2026/27

**RURAL ROAD ASSETS MANAGEMENT SYSTEM (RRAMS) AND
PROFESSIONAL SUPPORT FOR SEKHUKHUNE DISTRICT
MUNICIPALITY FOR A PERIOD OF 36 MONTHS**

CLOSING DATE: 18/08/2026

TENDER SUBMITTED BY: Director Infrastructure and Water Services: Mr. F Mashele

NAME OF TENDERER	
AMOUNT OF TENDER (VAT INCLUSIVE)	
CSD NUMBER	
TEL (Office) No.	
FAX (Office) No.	
Mobile No.	

ISSUED BY:

SEKHUKHUNE DISTRICT MUNICIPALITY

Private Bag X 8611

Groblersdal

0470

Tel: 013 262 7300

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SEKHUKHUNE DISTRICT MUNICIPALITY

RURAL ROAD ASSETS MANAGEMENT SYSTEM (RRAMS) AND PROFESSIONAL SUPPORT FOR SEKHUKHUNE DISTRICT MUNICIPALITY FOR A PERIOD OF 36 MONTHS

Potential Bidders are hereby invited for a tender bid named above.

Bid document is obtainable from the Sekhukhune District Municipality Offices, Cnr Van Riebeeck and Chris Wiid Street Bareki Mall, Groblersdal upon payment of a non-refundable deposit of R500.00 for each set of documents issued

Closing date of the bid is 11:00AM on Tuesday 18 August 2026 and should be deposited in the Tender Box **at** AB Sikhosana Fire Station. The Tender Box is generally open 24 hours, 7 days a week.

Bidders should ensure that Bids are delivered timeously to the correct address. If the Bid is late, it will not be accepted for consideration.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2022

The Municipality shall adjudicate and award Bids in accordance with MFMA regulation on 80/20 point system, 80 points for the price and 20 points for contribution, OR on 90/10 point system, 90 points for the price and 10 points for contribution. Prospective Bidders must accept that the Bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days.

N.B: NO BIDDERS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal supply chain Management Regulations).

Enquiries related to this bid document should be addressed to Supply Chain Management (**Mr Voster MASEMOLA**) at Tel No. 013 262 7669. Technical queries should be directed to **Mr F MASHELE** at Tel No. 013 262 7535

The district municipality is not obliged to appoint tenderer with the lowest price and reserves the not to make any appointment.

MUNICIPAL MANAGER: M.M KGWALE

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SEKHUKHUNE DISTRICT MUNICIPALITY)					
BID NUMBER:	SK8/3/1-04/2026/27	CLOSING DATE:	18/08/2026	CLOSING TIME:	11H00
DESCRIPTION	RURAL ROAD ASSETS MANAGEMENT SYSTEM (RRAMS) AND PROFESSIONAL SUPPORT FOR SEKHUKHUNE DISTRICT MUNICIPALITY FOR A PERIOD OF 36 MONTHS				
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) SEKHUKHUNE DISTRICT
MUNICIPALITY-AB SIKHOSANA FIRE STATION (GROBLERSDAL FIRE
STATION)

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:	
HDI Specific Goals					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN MANAGEMENT		DEPARTMENT	INFRASTRUCTURE AND WATER SERVICES	
CONTACT PERSON	VOSTER MASEMOLA		CONTACT PERSON	FLOYD MASHEL	
TELEPHONE NUMBER	013 262 7656		TELEPHONE	013 262 7535	

		NUMBER	
E-MAIL ADDRESS	masemolav@sekhukhune.gov.za	E-MAIL ADDRESS	mashelef@sekhukhune.gov.za

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE 1.3. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1) 1.4. THIS BID IS VALID FOR 90 DAYS										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA . 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 40%; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
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3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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T1.2 Bid Data

The additional conditions of Bid are:

Clause number	Bid Data
G.1.1	The employer is: Name: Sekhukhune District Municipality Address: Bareki Mall Offices, Cnr Van Riebeeck Chris Wild Street, Groblersdal 0470 Telephone: (013) 262 7600 Email: masemolav@sekhukhune.gov.za & mashelef@sekhukhune.gov.za
G.1.2	The Bid documents issued by the employer comprise: - T1.1 Bid notice and invitation to Bid - T1.2 Bid Data - T2.1 List of Returnable - T2.2 Returnable Schedules - C1.1 Form of Offer and Acceptable - C1.2. Occupational Health and Safety - C3.1. Schedule of Quantities - C4.1.Scope of work - C4.2. Project Location
G.1.3	The Employer's right to accept or reject any Bid off. The employer is not obliged to accept the lowest or any Bid offer.



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G.2.1	The arrangements for a non-compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid. Bidders must sign the attendance list in the name of the Biding entity. Addenda will be issued to and Bids will be received only from those Biding entities appearing on the attendance list.
G.2.2	No alterative Bid offers will be considered
G.2.3	Parts of each Bid offer communicated on paper shall be submitted as original only.
G.3	The employer's address for delivery of Bid offers and identification details to be shown on each Bid offer package are: Location of Bid box: Groblersdal Fire station Physical address: On the R33 to Stoffberg, Co-ordinates: 25 09 45 S, 29 24 39 E Private Bag X 8611, Groblersdal 0470
G.3.1	A one-envelope procedure will be followed. Method 4
G.3.2	The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.
G.3.3.	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.



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G.4	The Bid offer validity period is 90 days
G.5	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.
G.6	Access shall be provided for inspections, tests and analysis by personnel acting on behalf of the Employer.
G.7	Eligibility requirements Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labor-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.
G.8.1	Bids will be opened immediately after the closing time for Bids at Municipal Offices, Sekhukhune District Municipality Offices. The procedure for the evaluation of responsive Bids is Method 4
G. 8.2	The financial offer will be scored using Formula 2 (option 1) where the value of W_1 is: 1) 90 where the financial value inclusive of VAT of all responsive Bids received have a value in excess of R 50 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive Bid offers equals or is less than R 50 000 000. Up to 100 minus W_1 Bid evaluation points will be awarded to Bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.
G.9	A maximum of 100 minus W_1 Bid evaluation points will be awarded for the extent to which the Bided Contract Participation Goal exceeds the specified minimum. The basis of award of preference points is: $Np = \frac{(100 - W_1) \times (D - D_s)}{(X - D_s)}$ Where, D = Bided Contract Participation Goal. D_s = the minimum Contract Participation Goal below which no preference will be granted, namely, 10% X = the maximum Contract Participation Goal above which no further Bid evaluation points are awarded, namely 30 %. W_1 = the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data.
G.10	Bid offers will only be accepted if: - the Bidder has in his or her possession an original valid Tax Clearance Certificate or tax compliance status pin certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; - the Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation; - the Bidder or any of its directors is not 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; - the Bidder has not: - abused the Employer's Supply Chain Management System; or - failed to perform on any previous contract and has been given written notice to this effect; and

	e) Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the Bid process. f) the Bidder does not have arrears on municipal rates and levies exceeding 3 months. g) the Bid offer is signed by a person authorized to sign on behalf of the Bidder h) Bidders declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 as well as the Bidder's health and safety plan, is included with his Bid submission. i) a Bidder who submitted a Bid as a Joint Venture has included an acceptable Joint Venture Agreement with his Bid j) the Employer is satisfied that the Bidder or any of his principals have not influenced the Bid offer and acceptance by the following criteria: a) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract; b) having acted in a fraudulent or corrupt manner in obtaining or executing this Contract; c) having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the Bidders favour d) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Bidding for this Contract or as to the amount of the Bid to be submitted by either party e) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Bid: f) The Employer may, in addition to using any other legal remedies, repudiate the Bid offer and acceptance and declare the Contract invalid should it have been concluded already
G.11.1	The number of paper copies of the signed contract to be provided by the employer is one.
G.12.	F.2.2.1 Key personnel: The following personnel certified qualifications and cv must be attached as the work team to assist the bidder to execute task of the bidder and available for the envisaged appointments: 1. Project Leader who is a registered engineer and Technologist with at least five years verifiable post graduate experience in the water services project management. The person must demonstrate competence in water services experience and qualification and/or completion of BEng / BTech/NDip & Pr CPM / B.Sc. (Hons),
G.13.	Functionality Evaluation: Bids will be subjected to a Functionality evaluation process, based on specific quality criteria. Only bidders who attain a minimum score of 70 points or more for quality will be considered for further evaluation. Bids that score less than points will be rejected as non-responsive.
G.14	Clarification meeting: Non- compulsory

G.15. The service providers appointed are expected to assist the municipality by responding to the breakdowns, providing value for money and quality as and when they are addressing the incidents. Scope quantification of orders will not be guaranteed; however, orders will be issued as per the services are required to make good and sound functionality. The client will expect that the supplier will make quotation based on the rate per unit offered during the submission of the bid document.

G.16 Submitting a bid:

G.2.5.1. The tender bid document for this bid cannot be changed by bidders

G.2.5.2. The bid document can be downloaded from E tender

G.2.5.3. The tender shall be signed by a person duly authorized to do so. Bids submitted by joint ventures

of two or more firms shall be accompanied by the CIDB joint venture certificate, CSD joint venture tax certificate and JV VAT number, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration



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Standard Conditions of Bid

F.1 General

F.1.1 Actions

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.

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 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 purpose of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other Tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **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; and
- c) **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
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's Representative

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 read, copied and recorded. Writing 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 representative are stated in the Tender data

F.1.5 The employer's right to accept or reject any Tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, Tender offer, and may cancel the Tender process and reject all Tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a Tender process or the rejection of all responsive Tender offers re-issue a Tender covering substantially the same scope of work within a period of six months unless only one Tender was received and such Tender was returned unopened to the Tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a Tender offer only if the Tenderer complies with 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.2.2 Cost of Tendering

Accept that 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 satisfy requirements.

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

No Clarification Meeting will be held.

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) may 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.

F2.10.2 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

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. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Tender offers

F.2.12.1 Alternative tender offers will not be accepted on this contract.

F.2.13 Submitting a Tender offer

F.2.13.1 Submit a Tender offer 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 in black 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 shall 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.2.14 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 11h00 on 18/08/2026 as stated in the Tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept Tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender data.

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.

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 total of the prices or substance of the Tender offer is sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

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), preferencing 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, policies, etc.

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 clarification

Respond to a request for clarification received up to five working days prior to the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

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 of the Tender Notice until seven 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, will then notify it to 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 opening 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, the total of his prices, preferences claimed and time for completion, if any, 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 the quality 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 quality evaluation above the minimum number of points for quality stated in the Tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

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. 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

Determine, on opening and before detailed evaluation, whether each Tender offer properly received:

- a) meets 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.

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:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the Tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other Tenderers presenting responsive Tenders, if it were to be rectified.

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

- Check responsive Tender offers for arithmetical errors, correcting them in the following manner: Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate will be corrected.
- 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 a bills of quantities applies) to achieve the Tendered total of the prices.

The Tenderer will be asked to revise selected item prices (and their rates if bills of quantities applies) 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 his arithmetical errors 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

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive Bid offer to a comparative offer and evaluate it using the Bid evaluation method that is indicated in the Bid Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers Score the financial offers of remaining responsive Bid offers using the following formula:

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

N_{FO} = the number of Bid evaluation points awarded for the financial offer.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$\frac{(P - P_m)}{P_m}$	P/P_m
2	Lowest price or percentage commission/fee	$\frac{(P - P_m)}{P_m}$	P_m/P

N_{FO} = the number of Bid evaluation points awarded for the financial offer.

W_1 = the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

(1 +)

(1 -)

where:

P_m = the comparative offer of the most favorable Bid offer.

P = the comparative offer of Bid offer under consideration.

FUNCTIONALITY COMPETENCE ACHIEVEMENT SCHEDULES

A TENDERER MUST ACHIEVE A TOTAL SCORE OF 70 IN ORDER TO QUALIFY FOR FURTHER EVALUATION ON FUNCTIONALITY.

Bidders will be evaluated in the following aspects:

- REPUTATIONS AND REFERENCE
- EXPERIENCE OF STAFF AND PERSONNEL
- METHODOLOGY

NB. Experience (All experience measures will be assessed on the strength of supporting evidence, i.e. CVs for experience of employees, project completion certificates, testimonials for project work and evidence of completed works)

Reputation and Reference

Assessment of bidder's previous performance for the past or current project: ROAD ASSET MANAGEMENT SYSTEM	Meet (YES / NO)	Motivation & Comments
ASSESSMENT OF BIDDER - FORM 1 The bidder must send the past serviced client this form as part of validation of references See page 23		
ASSESSMENT OF BIDDER - FORM 1 The bidder must send the past serviced client this form as part of validation of references See page 24		
ASSESSMENT OF BIDDER - FORM 1 The bidder must send the past serviced client this form as part of validation of references See page 25		

NB. A response of "NO" to any of the Mandatory Evaluation Criteria would result in the evaluation not proceeding any further.

ASSESSMENT OF BIDDER - FORM 1						
ROAD ASSET MANAGEMENT SYSTEM						
Assessment of bidder's previous performance						
This must be sent by the bidder to the references listed in the experience of tenderer schedule						
Name of bidder:						
Project Name						
Contract/ Tender number (if applicable):						
Original contract value						
Revised Value of contract						
Date of commencement						
Contract duration						
Contract completion date						
Your assessment of the contractor's performance in the following Please tick one of the blocks on the right-hand side						
	1	2	3	4	5	
Turnaround timeline						
Quality of feedback						
Accountability and Availability						
Reliability						
Customer satisfaction						
1=Poor, 2= Unsatisfactory, 3= Average, 4= Good, 5= Excellent						
Comments:						
Institution/ Dept Name/ Company						
Name of person completing this assessment form						
Company Stamp						
Telephone number						
Email address	-					
Date of assessment						

ASSESSMENT OF BIDDER - FORM 2						
ROAD ASSET MANAGEMENT SYSTEM						
Assessment of bidder's previous performance						
This must be sent by the bidder to the references listed in the experience of tenderer schedule						
Name of bidder:						
Project Name						
Contract/ Tender number (if applicable):						
Original contract value						
Revised Value of contract						
Date of commencement						
Contract duration						
Contract completion date						
Your assessment of the contractor's performance in the following Please tick one of the blocks on the right-hand side						
	1	2	3	4	5	
Turnaround timeline						
Quality of feedback						
Accountability and Availability						
Reliability						
Customer satisfaction						
1=Poor, 2= Unsatisfactory, 3= Average, 4= Good, 5= Excellent						
Comments:						
Institution/ Dept Name/ Company						
Name of person completing this assessment form						
Company Stamp						
Telephone number						
Email address	-					
Date of assessment						

ASSESSMENT OF BIDDER - FORM 3						
ROAD ASSET MANAGEMENT SYSTEM						
Assessment of bidder's previous performance						
This must be sent by the bidder to the references listed in the experience of tenderer schedule						
Name of bidder:						
Project Name						
Contract/ Tender number (if applicable):						
Original contract value						
Revised Value of contract						
Date of commencement						
Contract duration						
Contract completion date						
Your assessment of the contractor's performance in the following Please tick one of the blocks on the right-hand side						
	1	2	3	4	5	
Turnaround timeline						
Quality of feedback						
Accountability and Availability						
Reliability						
Customer satisfaction						
1=Poor, 2= Unsatisfactory, 3= Average, 4= Good, 5= Excellent						
Comments:						
Institution/ Dept Name/ Company						
Name of person completing this assessment form						
Company Stamp						
Telephone number						
Email address	-					
Date of assessment						

TECHNICAL EVALUATION FUNCTIONAL CRITERIA

Table A: Technical Evaluation Criteria.

No	Qualitative Technical Evaluation Criteria	Score	Motivation & Comments (Identified risk(s) / exceptions / conditions)	Office use only
		[Qualification Threshold: 70 points]		

Table B: Evaluation of the Key Personnel

Key Professional Support Team	Requirements		POINTS	MAXIMUM ALLOCATI ON
	Professional Registration (Minimum Requirement)	Minimum Years' Experience		
Team Leader in Civil Engineer	Pr Techni	5 years	4	10
	Pr. Tech	5 years	6	
	Pr. Eng	5 years	10	
Project Engineer	Pr. Techni	5 years	4	10
	Pr. Tech	5 years	6	
	Pr. Eng	5 years	10	
Quantity Surveyor	PrQS	5 years	6	6
Project and Construction Management Manager	PrCPM/ PMP	5 years	6	6
GIS professional	GISc	5 years	6	
TOTAL				32

TABLE C: EXPERIENCE OF STAFF

Key Personnel Experience		Experience in road and transportation engineering and relevant fields	Points Allocation Criteria	Max Points
Team Leader in Civil Engineer		10 years of experience in road and transportation engineering.	10	10
		6-9 years of road and transportation engineering.	6	
		1-5 years of road and transportation engineering.	4	
Project Engineer		10 years of experience in road and transportation engineering.	10	10
		6-9 years of road and transportation engineering.	6	
		1-5 years of road and transportation engineering.	4	
Quantity Surveyor		6-9 years of road and transportation engineering.	6	6
		1-5 years of road and transportation engineering.	4	
Project and Construction Management Manager		5+ years of road and transportation engineering.	6	6
GIS professional		5+ years of geomatics engineering.	4	4
Maximum Points				36

TABLE C

NB. Provide a sound and detailed technical approach and/or methodology accompanied by a 3-year program and cashflow schedule that will be implemented upon being appointed

Technical Approach or Methodology	Rubric	Points Allocation Criteria	Maximum points
Methodology must complement the essence of the Rural Road Management System covering some of the subjects as follows • Information Technology Systems • Road network integration • Life cycle planning • Financial plan • Stakeholders' matrix • Monitoring and evaluation	Excellent	32	32
	Good	20	
	Satisfactory	10	
	Bad	0	

Bidders must meet a minimum threshold of 70 points for functionality. All tenderers with less than 70 points will be disqualified from further evaluation.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

F.3.13 Acceptance of Tender offer

F.3.13.1 Accept Tender offer only if the Tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful Tenderers

After the successful Tenderer has acknowledged the employer's notice of acceptance, notify other Tenderers that their Tender offers have not been accepted.

F.3.15. Prepare contract documents

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,
- c) other revisions agreed between the employer and the successful Tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of Tender require the Tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 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.3.18 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

TAX CLEARANCE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The valid Tax Clearance Certificate or pin issued must be submitted together with the bid. Failure to submit the valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD2/ Application for tax Certificate...

APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)
--

- Signature of contact person requiring Tax Clearance Certificate:
- Name:
- Telephone number: Code:..... Number:
- Address:
-
-
- DATE: 20____ / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT



SEKHUKHUNE
District Municipality

SEKHUKHUNE DISTRICT MUNICIPALITY

T2.1 List of Returnable Documents

The Bidder must complete the following returnable documents:

Returnable Schedules required only for Bid evaluation purposes

Administrative Requirements	Tick if Completed
Certificate of Authority for Joint Venture (<i>Compulsory where applicable</i>)	
Original Certified Copy of Identity Documents for Directors not older than three months	
Copy of Company Registration Documents or CK1 for Close Corporations	
Valid Tax Clearance Certificate Issued by the South African Revenue Service/ <i>PIN issued by SARS</i>	
Compliant CSD Registration/CSD Summary Report	
Mandatory Requirements (Compulsory)	Tick if Completed
Invitation to Bid, Part A & B (MBD1)	
Pricing Schedule – Firm Prices (Purchases) (MBD 3.1)	
Declaration of Interest (MBD4)	
Bids less than R10 million If the estimated value of the transaction is less than R10 million, the bid documentation must require the bidders to furnish: - The Municipal rates for the bidder and its directors in respect of which payment is not overdue for more than 90 days or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority/ Municipality and Affidavit under oath; or proof that indicating that there are no municipal rates payable Consent forms to verify outstanding municipal services - It is the policy of Sekhukhune District Municipality that all bidders participating in the procurement process must complete and submit the consent form authorizing the verification of any outstanding municipal services payments, including but not limited to water, electricity, and taxes prior to the awarding of the contract	
Bids exceeding R10 million If the estimated value of the transaction exceeds R10 million, the bid documentation must require the bidders to furnish: - if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements for the past three years, or - since their establishment if established during the past three years, - In terms of a Joint Venture, their Lead Partner audited annual financial statements for the past three years, - A certificate signed by the bidder certifying that the bidder and any of its directors 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. - The Municipal rates for the bidder and its directors in respect of which payment is not overdue for	

more than 90 days or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority, or Municipality and Affidavit under oath; or proof that indicating that there are no municipal rates payable • particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract, and • a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic.	
Declaration For Procurement Above R10 Million (Vat Included) (MBD 5)	
Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (MBD 6.1)	
Contract Form - Rendering of Services (MBD 7.2)	
Declaration of Bidder's Past Supply Chain Management Practices (MBD8)	
Certificate of Independent Bid Determination (MBD9)	
Schedule 1A: Compulsory Enterprise Questionnaire	
Schedule 1B: Authority for Signatory / Letter of authorized signatories	
Form of offer to be properly signed	
Bidder Municipal Services Account Verification Consent Form	
COIDA	

Note: *The meaning of the cursive type for each form is as follows:*

- **Administrative Requirements:** Bidders must submit administrative requirements for evaluation.
- It is the responsibility of the bidder to bind the bid document.

2. Other documents required only for Bid evaluation purposes

- Certificate of Contractor Registration issued by the Construction Industry Development Board
- A valid Tax Clearance Certificate issued by the South African Revenue Services.

3. The offer portion of the C1.1 Offer and Acceptance

4. Bills of quantities

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

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

- | | | |
|---|--|--------------------------|
| - | Required by: | ..... |
| - | At: | ..... |
| | | |
| - | Brand and Model | ..... |
| - | Country of Origin | ..... |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | ..... |
| - | Period required for delivery | ..... |
| | | *Delivery: Firm/Not firm |
| - | Delivery basis | ..... |

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

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

*Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....

Bid number.....

Closing Time

Closing Date

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

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

- Required by:

- At:

- Brand and model

- Country of origin

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

- If not to specification, indicate deviation(s)

- Period required for delivery

- Delivery: *Firm/Not firm

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

*Delete if not applicable

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

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

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

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

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....
.....

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

3.7.1 If so, furnish particulars.

.....
.....

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

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

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.8.1 If so, furnish particulars.

.....
.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.9.1 If so, furnish particulars

.....
.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

- 1 Are you by law required to prepare annual financial statements for auditing?
 - 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....
- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
 - 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
 - 2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***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?

***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

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

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 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,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI(Black, Indians and Coloured)	6	12		
Woman – Ownership of more than 50%	1	2		
Disability Ownership of more than 50% (Physically Impaired)	1	2		
Youth – Ownership of more than 50%	1	2		
Locality (Within SDM Jurisdiction)	1	2		
	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

1. CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

WITNESSES

1

2

DATE:

NAME OF FIRM
DATE

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

3. PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

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 ☐	No ☐
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 ☐	No ☐
4.7.1	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 A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

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

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

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

.....

..... Signature

Date

.....

..... Position

Name of Bidder

SEKHUKHUNE DISTRICT MUNICIPALITY

Bidder Municipal Services Account Verification Consent Form

Tender / Bid Number: _____

Bidder Name _____

In accordance with the SCM regulation 28 (1) C and 29 (5) A and the Sekhukhune District Municipality policy, all bidders must be in good standing with the municipality. This includes having no outstanding municipal charges or other municipal accounts.

To comply with this requirement, the municipality will verify the status of each bidder's municipal accounts.

Consent for Verification of Municipal Accounts

I, the undersigned, acting as the authorized representative of the above-named bidder, hereby provide consent for Sekhukhune District Municipality to verify whether the bidder has any outstanding amounts owed to the municipality

I understand and agree that:

- The municipality may access internal records and systems to confirm the account status associated with the bidder's registered address(es) or properties.
- This verification applies to all accounts held in the name of the bidder or any related entities as may be relevant to the submission.
- Any outstanding municipal accounts may result in disqualification or further investigation, in accordance with applicable procurement laws and municipal policies.
- All information obtained during this verification process will be treated confidentially and used solely for purposes of assessing the bidder's compliance with bid requirements.

Bidder Information (account)

Registered Business Name: _____

Business Registration Number: _____

Primary Business Address:

Contact Person: _____

Phone Number: _____

Email Address: _____

Authorized Signatory:

I hereby declare that I am duly authorized to sign this consent on behalf of the bidder.

Name: _____

Position / Title: _____

Signature: _____

Date: _____

SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 4: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 5: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|--|
| <p>a member of any municipal council</p> <p>a member of any provincial legislature</p> <p>a member of the National Assembly or the National Council of Province</p> <p>a member of the board of directors of any municipal entity</p> | <p>an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)</p> <p>a member of an accounting authority of any national or provincial public entity</p> |
|---|--|

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

Section 6: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

a member of any municipal council

a member of any provincial legislature

a member of the National Assembly or the National Council of Province

a member of the board of directors of any municipal entity

an official of any municipality or municipal entity

an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)

a member of an accounting authority of any national or provincial public entity

an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2002;

confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNATURE ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____
 _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNATURE ON BEHALF OF PARTNERSHIP:			
PRINT NAME:			

AUTHORITY OF SIGNATORY

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____
OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid

2.2. In the case of a CLOSE CORPORATION (CC) submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	
Date Resolution was taken	

Full name and surname of ALL Director(s) / Member (s)							
1.		2.					
3.		2.					
5.		6.					
7.		8.					
9.		10.					
Is a CERTIFIED COPY of the resolution attached?				YES		NO	

SIGNED ON BEHALF OF COMPANY / CC		DATE	
PRINT NAME:			
WITNESS 1		WITNESS 2	



SEKHUKHUNE DISTRICT MUNICIPALITY

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT:SK8/3/1-04/2026/27

RURAL ROAD ASSETS MANAGEMENT SYSTEM (RRAMS) AND PROFESSIONAL SUPPORT FOR SEKHUKHUNE DISTRICT MUNICIPALITY FOR A PERIOD OF 36 MONTHS

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

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the 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 TOTAL OF OFFERED 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.

BIDDER

Signature:

Date:

Name:

Capacity:

for the Bidder

Company name:

Address of organization:
.....

Witness on behalf of bidder

Name:

Witness Signature:

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.

Deviations from and amendments to the documents listed in the Bid data and any addenda thereto as 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.

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.

Signature of Accounting Officer:Date:

Name:

Capacity:

**for the
Employer** SEKHUKHUNE DISTRICT MUNICIPALITY
Bag X8611
3 Wes Street
Groblersdal
0470

Witness of Employer

Name:

Witness signature:

Date:

Schedule of Deviations

1 Subject

Details
.....
.....
.....

.....

2 Subject

Details
.....
.....
.....

.....

3 Subject

Details
.....
.....
.....

.....

4 Subject

Details
.....
.....
.....

5 Subject

Details
.....
.....
.....

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

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



SEKHUKHUNE DISTRICT MUNICIPALITY

C1.2 Occupational Health and Safety

(Not to be completed at Tender Stage)

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

THIS AGREEMENT is made at

on the day of in the year

Between SEKHUKHUNE DISTRICT MUNICIPALITY (hereinafter called "the Employer") of the one part, herein represented by

In his capacity as

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998,

and

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

.....

in his capacity as

and being duly authorized by virtue of a resolution appended hereto as Annexure A;

WHEREAS the Employer requires certain works be constructed, viz –: and has accepted a Tender 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 WITNESSES 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
- 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
 - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
4. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
5. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 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.
6. 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 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 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 enquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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 EMPLOYER :

Witness	.....	Witness	.....
(Name)	.....	(Name)	.....
(Print)	.....	(Print)	.....

SIGNED FOR AND ON BEHALF OF THE MANDATARY :

Witness	.....	Witness	.....
(Name)	.....	(Name)	.....
(Print)	.....	(Print)	.....

ANNEXURE A

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

(Not to be completed at Tender Stage)

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.

By resolution of the board of directors passed at a meeting held on 2026.....,

Mr//Ms whose signature

appears below, has been duly authorized 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 : WITNESS :

NAME (in capitals): NAME :

SEKHUKHUNE DISTRICT MUNICIPALITY

C3.1. Schedule of Quantities

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE (Rands)	AMOUNT (Rands)
1	FIELD DATA ACQUISITION				
1.1(a)	Paved Roads (Flexible Pavement)	Km	806		
1.1(b)	Paved Roads (Block Pavement)	Km	20		
1.1(c)	unPaved Roads (Gravel)	Km	627		
1.1(d)	unPaved Roads (Earth)	Km	13,367		
1.2(a)	Bridge Structures	No.	12		
1.2(b)	Major Culvert Structures	No.	23		
1.2(c)	Minor Culvert Structures	No.	32		
1.3	Traffic Counts (Stations) Manual	No.	60		
1.4	Road Safety Audits	Km	120		
1.5	Borrow Pits Assessments	No.	38		
1.6	Ancillary Assets	No.	9382		
2	DATA CONSOLIDATION AND ANALYSIS				
2.1(a)	Paved Roads (Flexible Pavement)	Km	806		
2.1(b)	Paved Roads (Block Pavement)	Km	20		
2.1(c)	unPaved Roads (Gravel)	Km	627		
2.1(d)	unPaved Roads (Earth)	Km	13367		
2.2(a)	Bridge Structures	No.	12		
2.2(b)	Major Culvert Structures	No.	23		
2.2(c)	Minor Culvert Structures	No.	32		
2.3	Traffic Counts (Stations) Manual	No.	30		
2.4	Road Safety Audits	Km	120		
2.5	Borrow Pits Assessments	No.	38		
	AMOUNT CARRIED FORWARD				R

	BROUGHT FORWARD				R
3	REPORTING				
3.1(a)	Pavement Management System Report (per local municipality)	No.	4		
3.1(b)	Gravel Roads Management System Report (per local municipality)	No.	4		
3.2	Structures Assessments Technical Report	No.	4		
3.3	Traffic Counts Technical Report	No.	4		
3.4	Borrow Pits Assessments Report	No.	4		
3.5	Road Safety Audits Report	No.	4		
3.6	All the required TMH18 Report(s)	No.	24		
3.7	RAMP /Business plan	No.	3		
3.8	Grant Evaluation Report	No.	3		
3.9(a)	SDM Monthly Progress Report	No.	36		
3.9(b)	DoT Monthly Progress Report	No.	36		
3.9(c)	DoT Quarterly Report	No.	12		
4	Training and Skills Transfer	Sum			
4.1	Stipent to be allocated to 4 graduates students nominated by client for contract duration of 36 months	Provisional Sum	1	R1 699 920.00	R1 699 920.00
5	RRAMS Web Application Subscription	Provisional Sum	1	R850 000.00	R850 000.00
6	INDEPENDENT PAVEMENT ASSESSMENTS				
6.1	Appointment of independent pavement assessment specialist for verification of 10% on work done	Provisional Sum	1	R840 000.00	R840 000.00
7	DISBURSEMENTS (to be within Gazetted guideline for professional remuneration)				
7.1.	TIME BASIS	Monthly	28		
7.2.	PRINTING COSTS	Sum	200		
7.3.	TRAVELLING TIME	Monthly	36		
7.4.	GIS	Yearly Quarters	12		
7.5.	SPECIAL ENGINEERING SERVICES	Yearly Quarters	18		
7.6.	SURVEY, ECT.	Yearly Quarters	12		
7.7.	GEO TECH INVEST/ GEO HYDRO	Yearly Quarters	12		
7.8.	ENVIRONMENTAL IMPACT ASSESSMENT	Yearly Quarters	12		
	SUB TOTAL A				
	15% VAT				
	GRAND TOTAL OFFER (SUB TOTAL A + 15% VAT)				



SEKHUKHUNE DISTRICT MUNICIPALITY

C4.1 Scope of Work

Employer's objectives

C4.1.1. SCOPE OF WORK

C4.1.1.1 The implementation and management of the RRAMS and provision of capacity support Sekhukhune municipalities.

- Bridge and Major Culvert condition assessment
- Municipal Roads condition assessments, both paved and unpaved
- Borrow Pits assessments
- Road Safety Audits
- The upgrading and maintenance of the existing Web-based RRAMS software application
- Development of Road Asset Management Plan (RAMP) annually
- Attending various RRAMS Provincial quarterly meetings
- Prepare monthly progress and quarterly reports in the prescribed format

C4.2. LOCALITY: PROJECT LOCATION

