



BID NO: SCMU10- 21/22-0014

FOR

**QUARRYING AND CRUSHING OF ROAD
CONSTRUCTION MATERIALS FOR COFIMVABA TO
ASKEATON PROJECT FOR A PERIOD OF 30 MONTHS**

**NO CLARIFICATION MEETING
CLOSING TIME: 03/09/2021 AT 11H00**

ISSUED BY:

Eastern Cape Department of Transport
32 Cowan Close, Flemming Street
Stellenbosch Park Building
Schornville
King Williams Town
5601

FOR RESPONDENT:

Name of Respondent Entity:

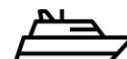
.....

CRS No.:

.....

CSD No.:

.....



For ease of reference, Bidders shall enter their Price in the space provided below:

Bid Sum (amount in words)

.....

.....inclusive of VAT

Bid Sum (amount in figures) R.....inclusive of VAT

NAME OF BIDDER:

SIGNED ON BEHALF OF THE BIDDER:

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SECTION 1: BID NOTICE

BID NOTICE NO.: SCMU10-21/22-0014

QUARRYING AND CRUSHING OF ROAD CONSTRUCTION MATERIALS FOR COFIMVABA TO ASKEATON PROJECT FOR A PERIOD OF 30 MONTHS

Bids are hereby invited for QUARRYING AND CRUSHING OF ROAD CONSTRUCTION MATERIALS FOR COFIMVABA TO ASKEATON PROJECT FOR A PERIOD OF 30 MONTHS

Bids documents will be available as from 12h00 on Friday 30 July 2021 on www.ectransport.gov.za

There will be no site briefing.

The completed Bid documents must be placed in a sealed envelope, clearly marked with the Bid number and the **Nature of the Service** required, and may be deposited in the Bid Box situated at C Block Foyer, Old Stellenbosch Park Building, Department of Transport, Flemming Street, King William's town, 5601 not later than **12H00 on Friday 03 September 2021** when the bids will be opened in public.

Bidders must take particular note of the following:

- Bidders are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a work of this nature as defined and required in page 33 of the bid but a minimum will comprise of a project where similar Quarrying and Crushing of natural gravel materials were successfully completed at specified time-frame.
- Only Bidders owning Department of Mineral and Energy **mining right / permit / license** issued in terms of Section 27 of Minerals and Petroleum Resources Development Amendment Act, No 49 of 2008, or provide proof of ownership by an entity/ person who has given written authority for their mining right/ permit/ license to be used.
- Eligibility and Functionality as detailed in the Bid document will apply. Bidders are required to demonstrate their ability to undertake the work and provide proof of experience and expertise. Bids need to meet both the eligibility criteria as well as obtain a minimum score of 60% for Functionality to be responsive, failing to score 60% and above will render the bid non-responsive and thus not to be considered for the next stage of evaluation
- Bids will be evaluated based on the 90/10 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2017 Regulations thereto and points for B-BBEE status.
- Bidders are required to submit an original and valid B-BBEE status level verification certificate or Sworn Affidavits in the case of an Exempted Micro Enterprises [EME] or certified copies thereof together with their bids to substantiate their B-BBEE rating claims.
- NB: Bidders who do not possess the B-BBEE status verification certificate will not qualify to claim points for B-BBEE status level of contributor, only points for price will be considered.
- Only bidders registered on CSD prior closing date will be considered
- Bidders must attach CSD report that has been printed no later than 10 days prior to the closing date of the bid
- Bidders must also submit a Tax Compliance Status PIN code in order to verify their tax status with SARS

No late, posted, telephonic, or faxed bids/proposals will be considered.

The lowest priced bid will not necessarily be accepted.

Enquiries should be directed to:

Technical Enquiries: M. Ntshanga

Supply Chain Management:

P. Nqikashe and M Cwili

Telephone number: 046 602 8100/1

Cellphone No.: 083 416 5896

Cellphone No.: 067 419 8001/067 414 2504

Email: minenkosi.ntshanga@ectransport.gov.za

Email: philasande.nqikashe@ectransport.gov.za

SECTION 2: BID CONDITIONS

1. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract and the Department's Policy on Supply Chain Management shall apply to this contract.

2. BID FORM

All bids shall be made on the bid forms incorporated in this document.

3. EVIDENCE OF EXPERIENCE OF BIDDERS

Bidders shall give satisfactory evidence of actual experience in the class of work being bidding for, incorporating the following details:

Employer for whom the work was performed;
Nature of work;
Value of work;
Year completed.
Recommendation / reference letter from previous work completed.

Failure to attach the above required information will prejudice the bid as being submitted by an inexperienced Bidder and will be rejected for such reason.

4. COMPLETION OF BIDS

The Bidder shall complete all forms in black ink.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

Bids shall be ineligible for consideration unless submitted on the forms bound in this document.

A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the Eastern Cape Department of Transport as early as possible during the bid period. Should any query be found to be of significance, The Eastern Cape Department of Transport will inform all Bidders accordingly as early as possible.

5. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.

Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable.

Bids, in sealed envelope clearly marked

“QUARRYING AND CRUSHING OF ROAD CONSTRUCTION MATERIALS FOR COFIMVABA TO ASKEATON PROJECT FOR A PERIOD OF 30 MONTHS

and the Bidder's name and address, shall be deposited in the Bid Box situated at C Block Foyer, Old Stellenbosch Park Building, Department of Transport, Flemming Street, King William's town, 5601, not later than **11H00 on Friday 03 September 2021**. Bids may not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids shall be rejected.

6. DATA TO BE FURNISHED AT BID STAGE

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

7. WITHDRAWAL OF BIDS

A Bidder may, without incurring any liability, withdraw his bid. This will be a written advice and received before the date and time of closure of this bid. The notice must be received by the Eastern Cape Department of Transport, before the closure of this bid.

8. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY

Should the Service Provider, after he has been notified of the acceptance of his bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of bid or within such extended period as the Employer may allow, the Service Provider holds himself liable for any additional expense which may incur in having to call for bids afresh and/or in having to accept any less favorable bid and that if he purports to withdraw his bid within the period for which he has agreed that it shall remain open for acceptance.

The Service Provider shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

9. ACCEPTANCE OR REJECTION OF BIDS

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven (7) days having received notification to that effect.

The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

10. SITE INSPECTION/BIDDERS MEETING

There will be no site briefing. Service providers are encouraged to familiarize themselves with the area.

11. FAILURE TO RETURN BID DOCUMENTS

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

12. TAXES AND LEVIES

Bidders shall include Value Added Tax (VAT) in their bid rates.

13. EVALUATION OF BIDS

Bids will be evaluated based on Functionality and Price based on the 90/10 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2017 Regulations thereto.

Price

90 points will be awarded to the bidder submitting the lowest price (all other bidders will receive points proportionately thereto):

Calculation of points for B-BBEE status level of contribution

Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below.

A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of the 10 points available for the B-BBEE status.

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4

B-BBEE Status Level of Contributor	Number of points (90/10 system)
6	3
7	2
8	1
Non-compliant contributor	0

14. BID VALIDITY PERIOD

Bids must remain valid for a period of NINETY (90) days from the closing date of the bid.

15. ACCEPTANCE OF BID

The Department does not bind itself to accept the lowest or any bid received and reserves the right to accept the whole or part of the bid.

SECTION 3: GENERAL CONDITIONS OF CONTRACT

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1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at

artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

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

2. APPLICATION

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. STANDARDS

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. PERFORMANCE SECURITY

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

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

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

11. INSURANCE

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

12. TRANSPORTATION

- 12.1 The hauling of the crushed material from Service Provider site to the Road Crushing site will be the responsibility of the Department of Transport.

13. INCIDENTAL SERVICES

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any.

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

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

14. SPARE PARTS

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

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

15. WARRANTY

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. PRICES

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. CONTRACT AMENDMENTS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

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

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

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

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. FORCE MAJEURE

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

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

28. LIMITATION OF LIABILITY

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

33.1 The NIP programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. PROHIBITION OF RESTRICTIVE PRACTICES

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor / s was / were involved in a collusive bidding (or bid rigging).
- 34.2 If a bidder / s or contractor / s based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Commission Act no.89 of 1998.
- 34.3 If a bidder(s) or contractor (s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid (s) for such item (s) offered and / or terminate the contract in whole or part, and / or restrict the bidder (s) or contractor (s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder (s) or contractor (s) concerned.

SECTION 4: SCOPE OF WORK AND BID COMPLIANCE

4.1 PROJECT SPECIFICATION:

BID NO: SCMU10 – 21/22-0014

QUARRYING AND CRUSHING OF ROAD CONSTRUCTION MATERIALS FOR COFIMVABA TO ASKEATON PROJECT FOR A PERIOD OF 30 MONTHS

1. **DESCRIPTION**

The material shall totally consist of aggregate derived from crushing of solid, un-weathered, quarried rock; clean boulders or coarse gravel unless otherwise approved.

2. **PROPERTIES OF MATERIAL**

2.1. Base course G3

Material characteristic		Type of material	
		G3	
Parent material		Sound rock, boulders or coarse gravel	
Additional fines		May contain up to 15% by mass of approved natural fines not obtained from parent rock. Added fines shall have a LL not exceeding 25 and PI not exceeding 6	
Strength		10% Fines Aggregate Crushing Value (10% FACT), determined in accordance with TMH1 method B2, shall be not less than the appropriate value in table 3602/2, column 3. The Aggregate Crushing Value (ACV), determined in accordance with TMH1 method B1, shall not exceed the appropriate value in table 3602/3.	
Durability		The material shall comply with the requirements in columns 3, 4 and 5 of table 3602/2.	
Flakiness Index		Flakiness Index, determined in accordance with TMH1 method B3, shall not exceed 35 on each of the -26.5 + 19mm fraction and the -19 + 13.2mm fraction.	
Fractured faces		For crushed materials at least 50% by mass of the fractions retained on each standard sieve 4.75mm and larger shall have at least one fractured face.	
Atterberg Limits	Fraction (mm)	LL shall not exceed 25. PI shall not exceed 6. LS shall not exceed 3%	
	-0.425	In case of calcrete the PI shall not exceed 8 (% passing 0.425 mm sieve) LS less than or equal to 170	
	-0.075	If chemical modification is required, the PI of the -0.075mm fraction after modification shall not exceed 10.	
Soluble salts		See additional requirements	
Nominal maximum size		37.5mm - 26.5mm	
Grading	Nominal aperture size of sieve (mm)	Percentage passing sieve, by mass	
		37.5mm	26.5mm
		37.5	0
		26.5	84-94
		19.0	71-84
		13.2	59-75
		4.75	36-53
		2.00	23-40
0.425	11-24		
0.075	4-12		
Course sand ratio (See definition in sub clause 3602 ©(i)(5) of COLTO)		Shall not be less than 35% and shall not exceed 50% in respect of the target grading	
Compaction requirements		98 or 100% of modified AASHTO density (as specified)	

2.2. Sub base (G5)

Property	Type of material
	G5
Description of material	Natural gravel, or natural gravel and boulders which may require crushing, or crushed rock.
Additional Fines	May contain approved natural fines not obtained from parent rock.
Nominal maximum size	1. Uncrushed material: 63mm 2. Crushed material: 53mm before compaction (unless otherwise specified in the project specification)
Flakiness Index	N/A
Fractured faces	All alluvial and colluvial material shall be crushed so that at least 50% by mass of the fraction retained on the 4.75mm sieve shall have at least one fractured faces.
Grading	The percentage by mass passing the 2.00mm sieve shall not be less than 20% nor more than 70%
Grading Modulus (GM)	$2.5 \geq GM \geq 1.5$
Atterberg limits for natural material (-0.425 m fraction)	a) All materials except calcrete: LL shall not exceed 30 PI shall not exceed 10 LS shall not exceed 5% b) Calcrete: LL \geq 30 PI \leq 15 LS \leq 6 (% passing 0.425 mm sieve) LS \leq 320
Durability	Mudrock shall have a wet 10% FACT value of not less than 90kN, and a wet/dry Venter test class of I or II.
Soluble salts	The materials shall comply with the requirements of clause 3602.
Strength (CBR)	CBR at 95% of modified AASHTO density shall not be less than 45%
Swell (Maximum)	Swell at 100% of modified AASHTO density shall not exceed 0.5%
Compaction requirements	The density requirement of the layer in which the material is used, shall be applicable. (See sub clause 2402 (b).) In restricted areas the in situ dry density of gravel material shall comply with the requirements in the project specification

2.3 Upper selected layer (G6)

Property	Type of material
Description of material	Natural gravel, or natural gravel and boulders which may require crushing or crushed rock
Additional fines	May contain approved natural fines not obtained from parent rock
Nominal maximum size	(i) Uncrushed material: Two thirds of the compacted layer thickness (unless otherwise specified in the project specification) (ii) Crushed material: 83 mm before compaction (unless otherwise specified in the project specifications)
Flakiness Index	N/A
Fractured faces	N/A
Grading	N/A
Grading Modulus (GM)	$2.6 \geq GM \geq 1.2$
Atterberg limits for natural material (-0.425 mm fraction)	PI shall not exceed 12 or a value equal to 2 times the GM plus 10, whichever is the higher value. LS shall not exceed 5 %. In the case of calccrete the PI shall not exceed 15 provided the LS does not exceed 6% and (& passing 0.425 mm sieve) $LS \leq 320$
Durability	Mudrock shall have a wet 10% FACT value of not less than 80kN, and a wet/dry Venter test class of I or II.
Soluble salts	Material shall comply with the requirements of clause 3602
Strength (CBR)	CBR at 95% of modified AASHTO density shall not be less than 25%
Swell (Maximum)	Swell at 100% of modified AASHTO density shall not exceed 1.0%
Compaction requirements	The density requirements of the layer in which the material is used, shall be applicable. (see sub clause 3402 (b)). In restricted areas the in situ dry density of gravel material shall comply with the requirements in the project specifications.

2.4 Lower selected layer (G7)

Property	Type of material
Description of material	Natural material, [soil, sand or gravel]
Additional fines	Not applicable
Nominal maximum size	(i) Uncrushed material: Two thirds of the compacted layer thickness (ii) Crushed material: 75 mm before compaction (unless otherwise specified in the project specifications)
Grading Modulus (GM)	$2.7 \geq GM \geq 0.75$
Atterberg limits for natural material (-0.425 mm fraction)	PI shall not exceed 12 or a value equal to 3 times the GM plus 10, whichever is the higher value. In the case of calcrete the PI shall not exceed 17 provided the LS does not exceed 7% and (& passing 0.425 mm sieve) $LS \leq 320$
Durability	Mudrock shall have a wet 10% FACT value of not less than 80kN, and a wet/dry Venter test class of I,II or III.
Soluble salts	Material shall comply with the requirements of clause 3602
Strength (CBR)	CBR at 93% of modified AASHTO density shall not be less than 15%
Swell (Maximum)	Swell at 100% of modified AASHTO density shall not exceed 1.5%
Compaction requirements	The density requirements of the layer in which the material is used, shall be applicable. (see sub clause 3402 (b)). In restricted areas the in situ dry density of gravel material shall comply with the requirements in the project specifications.

2.5 Crushed Road Stone Grade 1

Nominal aperture size of sieve (mm)	Percentage passing sieve, by mass 19.0mm
37.5	-
26.5	100
19.0	85 - 100
13.2	0 - 30
4.75	0 - 5
2.00	-
0.425	-
0.075	-
Fines content: Material passing a 0,475mm sieve [max] Grade 1	0.5
Dust content: Material passing a 0,075mm sieve [max] Grade 1	N/A

2.6 Slurry Dust Fine Slurry Coarse Grade

Nominal aperture size of sieve (mm)	Percentage passing sieve, by mass 19.0mm
13.2	-
9.5	-
6.7	100
4.75	70 - 90
2.36	45 - 75
1.18	28 - 50
0.60	19 - 34
0.30	12 - 25
0.150	7 - 18
0.075	2 - 8

2. 19.00 mm Concrete Stone / Filter Stone

Nominal aperture size of sieve (mm)	Percentage passing sieve, by mass 19.0mm
26.0	100
19.0	85 - 100
13.2	0 - 50
9.5	0 - 25
6.7	0 - 5
4.75	-
2.36	-
1.18	-
0.075	0 - 2
10% FACT Value of less than 13.2mm and more than 9.5mm fraction [dry], kN, min	Coarse aggregate for use in concrete subject to surface abrasion, structural elements of reinforced or prestressed concrete [or both]:110
Aggregate Crushing Value [ACV] of less than 13.2mm and more than 9,5 mm fraction [dry], mass percentage, max	29
Flakiness Index , max	35

3. GENERAL

- The contractor / successful bidder shall be expected to conduct daily tests as part of his process control as the crushed materials are being manufactured or brought on to the site. These daily tests will be monitored by the Department but funded by the contractor/ successful bidder.
- The Department reserves the right to perform similar tests as part of his acceptance control, and may thus reject the material which in his opinion and as informed by the results does not meet the specification. The bidder will be required to re-supply the materials at his/her own cost
- The Department shall identify and prepare the stockpile area in all delivery points.
- All crushed material and natural material pertaining to this contract will be stockpiled on the Service Providers site and will be hauled to the construction site of the Client by the Client. The Service Provider will be responsible for the security of the material for a period up until One [1] year after the Quarrying and Crushing contract has been completed.
- Payment shall be made when the goods have been confirmed in good order by the Client which should reflect on the delivery notes as weighed from the weigh bridge and test results.
- The contractor/ successful bidder shall be expected to install a weigh – bridge to control volumes of material crushed en route to stock piling on the Service Provider’s site.

4. SAMPLING AND TESTING OF SAMPLES

The sampling procedure given in SABS method 827 or any other relevant section shall be applied in determining whether the material complies with the specification.

The sampling procedure of the delivered product before handling by the purchaser or prior to compaction, shall be at least one sample, representative of a quantity of not more than two hundred cubic meters (200m³), and shall be the same class and type, size and gradation category obtained from one stockpile. A minimum of six (6) samples shall be obtained per lot being assessed.

Where the material is required to be dumped at control distances, direct on the road under construction, this must be delivered directly from a pre-built stockpile at the suppliers’ source or extracted from bins and mixed thereafter in the appropriate proportions to satisfy the criteria. However, if requested by the Site Manager/ Engineer of the project that the delivered product must firstly be stockpiled prior to the use thereof, then only may the supplier be allowed to supply directly from his crushing plant, without stockpiling.

Care shall be exercised to avoid sampling a segregated area or taking increments from the surface, when sampling in accordance with the appropriate procedure.

All testing shall be carried out in accordance with the current version of the Technical Methods for Highways (TMH 1), published by the Department of Transport for the Committee for State Road Authorities. It is essential that, in the interest of the supplier and purchaser, sampling and testing not be delayed.

5. COMPLIANCE WITH SPECIFICATIONS

In view of the relatively small quantities involved the non-statistical judgement plan shall apply, viz, the mean gradation of each lot (minimum of six (6) samples per lot) determined from samples obtained in a stratified random sampling procedure, shall conform to the approved target gradation within the following tolerances.

SIEVE SIZE	Tolerance %
37,5	+ - 5
26,5	± 5
19,0	± 5
13,2	± 5
4,75	± 4

2,00	± 4
0,425	± 3
0,075	± 2

6. SPECIAL CONDITIONS OF CONTRACT

6.1 Conditions of Contract

- The ceiling price of the bid to be completed on the **Pricing Schedule** form must reflect all costs including VAT and disbursements.
- No late, faxed, electronically transmitted, photocopied, incomplete, copies or unsigned bids will be accepted. Only original bids fully completed and filled in black ink will be accepted.
- It is critical for service providers to fully present the credentials of key personnel to be assigned to projects.
- The Department shall not enter into a contract where a company has directors, partners or employees who are employed by the state where permission has not been granted by the Executive Authority.
- All documents submitted and/or produced shall become the property of the DOT.
- The service provider undertakes to provide the professional resources required to attain the project objectives.
- Service Providers who have entered into a consortium / Joint Venture must attach signed agreements by all partners and each party thereto must comply with all the bidding requirements.
- Bidders are requested to submit one envelope marked on the outside indicating the description and the bid number;
- The overall price must be in **Rand** and must be inclusive of VAT where applicable;
- The selected service provider will have to sign a Service Level Agreement and SBD 7.2 contract form with the Department of Transport immediately upon acceptance of the bid.
- The service provider undertakes to act as an independent contractor in respect of all work to be done.
- The service provider shall exercise all reasonable skill, care and diligence in the execution of the work and shall carry out all its obligations in accordance with international professional standards;
- The service provider shall, in all professional matters, act as a faithful adviser to the DOT and, in so far as any of its duties being discretionary, act fairly between DOT and third parties;
- The service provider shall execute and complete the work strictly in accordance with this contract to the satisfaction of the DOT;
- All trainings will be conducted by an accredited service provider with the assistance of DOT skills development section
- The service provider shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work to be rendered;
- The service provider shall not have the power or authority to enter into any contract or otherwise to bind or incur any liability on behalf of the DOT;
- B-BBEE level certificate must be provided where necessary (Original document or original certified copy)
- Joint ventures or Consortiums must submit a consolidated BBBEE level Certificate / sworn affidavit.
- The service provider must be registered in the Centralised Supplier Database (CSD); The CSD registration report must have been printed at least ten (10) days prior the closing date of the bid

- It's the responsibility of every bidder to provide the Department with a SARS "PIN" to verify the tax compliance status at any time prior to the award of the bid.
- DOT will not be liable to reimburse any costs incurred by any service provider during the proposal /bidding process;
- The service provider shall attend meetings with officials whenever required to do so by the representative for the purpose of obtaining information or advice in regard to the work and assignments or any matters arising thereof;
- Replacement of candidates for this assignment will not be allowed except in extreme cases and the new candidates must possess the same educational and training qualifications or higher than that of the predecessor which will be agreed upon in writing between the service provider and the Department.
- All the submitted documents must be completed in full and signed where necessary
- In cases where two or more bidders attain equal number of points in all aspects of evaluation, the bidder who has the highest B-BBEE points will be the preferred bidder.
- If functionality is part of the evaluation process and two or more bidders attain equal number of points and preference points for B-BBEE, the bidder who has the highest points for functionality will be the preferred bidder.
- In cases where there is a tie in all aspects of evaluation then the award must be decided by the drawing of lots.
- Failure to submit the documentation as prescribed may lead to the bid being considered non-responsive and subsequently rejected / not considered.
- Bidders must attach materials classification test result conforming to the specified materials requirements as stipulated in section 3400 and 3500 of COLTO that not older than one month from the bidder's preferred material source of supply, by an accredited SANAS laboratory.

6.2 Minimum requirements

- Provide proof of experience in Quarrying and Crushing gravel materials and aggregates to minimum value of R 15 000 000.00 (provide 1 contactable reference and certified letter confirming those services issued by the client representative / Completion certificate in the case where project has been completed).
- Only Bidders owning Department of Mineral and Energy **mining right / permit / license** issued in terms of Section 27 of Minerals and Petroleum Resources Development Amendment Act, No 49 of 2008, or provide proof of ownership by an entity/ person who has given written authority for their mining right/ permit/ license to be used.
- Minimum plant required for Quarrying and Crushing

Plant/Permits	Owned	Leased
4 Stage Crusher (Jaw Crusher, Corn Crusher, VS crusher and Screen Crusher)	Proof of purchase or ownership in the Bidder name or Partner in case of Joint Venture	Letter intend to lease and E-Natis document
Excavator	E-Natis document in the Bidder's name or Partner in case of Joint Venture.	Letter intend to lease and proof of purchase in lessor
Front-end loader	E-Natis document in the bidders name or Partner in case of Joint Venture	Letter intend to lease and E-Natis document in lessor's name
Dozer	E-Natis document in the bidders name or Partner in case of Joint Venture	Letter intend to lease and E-Natis document in lessor's name

- The proofs of ownership for the above items must be provided failure to provide will result in a bidder not to be considered.

6.3 EVALUATION CRITERIA

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS AND STAGES OF EVALUATION:

Stage 1 -	Compliance
Stage 2 -	Functionality
Stage 3 -	Price Points & B-BBEE Scorecard

Stage 1 – Compliance

- The Bid will be evaluated according to the preferential procurement model in the preferential Procurement Policy Framework Act (PPPFA 5 of 2000): Preferential Procurement Regulations, 2017 as well as the SCM Policy of the Department of Transport.
- 90/10 preference point system will apply and that the lowest acceptable Bid will be used
- **Functionality** as detailed in **Stage 2** of this bid will apply. Bidders are required to demonstrate their ability to undertake the work and provide proof of experience and expertise. Bids need to meet both the eligibility criteria as well as obtain a minimum score of 60% for Functionality to be responsive, failing to score 60% and above will render the bid non-responsive and thus not to be considered for the next stage of evaluation.
- Bidders must attach materials classification test result conforming to the specified materials requirements as stipulated in section 3400 and 3500 of COLTO that not older than one month from the bidder's preferred material source of supply, by an accredited SANAS laboratory
- DOT will not be liable to reimburse any costs incurred by any service provider during the proposal /bidding process;
- Should there be a dispute in material quality, the DOT reserves the right to do a joint materials classifications test with the bidder at the bidder's costs
- Only Bidders owning Department of Mineral and Energy **mining right / permit / license** issued in terms of Section 27 of Minerals and Petroleum Resources Development Amendment Act, No 49 of 2008, or provide proof of ownership by an entity/ person who has given written authority for their mining right/ permit/ license to be used.
- If the Bidder is a JV, a copy of the JV agreement or letter of intent to form a JV must be attached to the Bid document. This agreement or letter must clearly state the percentage participation between the parties and any other conditions which might highlight the parties' responsibilities;
- In the case of a JV Bid, each party must supply a valid tax certificate and a letter of good standing. Bidders are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a work of this nature as defined and required in the pre-evaluation stage, but a minimum will comprise of a project where similar supply and delivery of natural gravel materials were successfully completed at specified time-frame.
- A valid, original or certified copy of a B-BBEE Certificate issued by SANAS or SANAS accredited agencies, or a Sworn or Affidavit, as per the amended B-BBEE codes, must be submitted in order to qualify for preference points. Failure to do so zero points will be allocated for B-BBEE status level. The list of SANS accredited agencies is available on the Department of Trade and Industry or SANAS website. Bidders Biding in a Joint Venture must submit a consolidated valid B-BBEEE certificate.
- Bidders are required to be registered with **Central Supplier Database (CSD)** with **Treasury** prior to submitting this Bid.
- Local Economic Development (LED): 50% of expenditure spent should be in goods and services which are manufactured and supplied by SMMEs and Co-operatives from within the Province including the utilization of raw materials.

- Bidders that do not meet the pre-qualification criteria stipulated in the Bid document will not proceed to the next stage.

All Bids shall be held valid for 90 days after the Bid closing date. The Department reserves the right not to accept the lowest or any Bid.

Stage 2 – Functionality

Please note bidders who do not comply with the following requirements will not be moving to the third stage of evaluation.

- a) **Functionality:** Bid offers will only be considered responsive if a minimum Functionality requirement of 60% is achieved.

Functionality (Max =30 points)

$$N_{FU} = N_{FU1} + N_{FU2} + N_{FU3} + N_{FU4} + N_{FU5}$$

Bidders are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Bidders are therefore required to meet a minimum Functionality Score of 60% (18 points out of 30 points) based on the criteria listed below. A score of less than 18 out of 30 points for Functionality will render the BID non responsive. The onus rests with the Bidder to supply sufficient information to allow for evaluation and award of points detailed below.

If insufficient information is provided, zero points will be awarded for that particular item.

Note that functionality points are only used to determine responsiveness and will not be used further in the evaluation.

1. Experience in crushing and supply of gravel materials and stone aggregates to the required specification: 10 points_{max}

	Points Allocated
(a) Provide proof of experience in Quarrying and Crushing gravel materials and aggregates to projects above value of R 45 000 000.00 (provide 1 contactable reference and certified letter confirming those services issued by the client representative / Completion certificate in the case where project has been completed).	10 points
(b) Provide proof of experience in Quarrying and Crushing gravel materials and aggregates to a value between R 30 000 000.00 and R 44 999 999 (provide 1 contactable reference and certified letter confirming those services issued by the client representative / Completion certificate in the case where project has been completed).	5 points
(c) Provide proof of experience in Quarrying and Crushing gravel materials and aggregates to a value between R 15 000 000.00 and 29 999 999 (provide 1 contactable reference and certified letter confirming those services issued by the client representative / Completion certificate in the case where project has been completed).	2 points

2. Ownership of material source as outlined in Minerals and Petroleum Resources Development (MPRD) Amendment Act (No.49 of 2008), or confirmation from a company you intend to source material from, :5 points _{max}

	Points Allocated
(a) Ownership of Quarry site which will be your material source, (Attach surveyed plan / cadastral, mining permits, EMP and Weigh Bridge.)	5 points
(a) If you're not the owner, please attach consent from the source you intend to use with all the details and (Attach surveyed plan / cadastral, Mining permits, EMP and Weigh Bridge.) of the Quarry site	3 points

3. Proximity of material processing / crusher site: 15 points _{max}

	Points Allocated
(a) If the material processing or crusher site is within a distance from 0km to 15 km away as measured from the Cofimvaba to Askeaton proposed access road centre-line, (actual distance will be verified for evaluation and points allocation purposes from cadastral plan attached as a proof in “ area 2 (a) & (b) ” of ownership evaluation above)	15 points
(b) If the material processing or crusher site is within a distance of 16 km to 30 km away as measured from the Cofimvaba to Askeaton proposed access road centre-line, (actual distance will be verified for evaluation and points allocation purposes from cadastral plan attached as a proof in “ area 2 (a) & (b) ” of ownership evaluation above)	8 points
(c) If the material processing or crusher site is above a distance of 31 km to 45 km away as measured from the Cofimvaba to Askeaton proposed access road centre-line, (actual distance will be verified for evaluation and points allocation purposes from cadastral plan attached as a proof in “ area 2 (a) & (b) ” of ownership evaluation above)	3 point

The bidder is expected to score at least 18 points out of the total functionality points of 30 to be able to move to the next stage.

Failure to complete this section shall prejudice the BID as being submitted by an inexperienced Bidder and it will be rejected for such reason and declared non-responsive.

Weigh Bridge must be installed in all Quarrying and Crushing sites, on or before closer of the document, failure to install will render the Bidder non-responsive.

Any quarry site that is more than 45 km from the centre of the road will render the BID non responsive.

The radius of 45 km will be measured from the centreline of the road at Km 26.00 [Coordinates for km 26 are Y -43909.57 X +3521285.87

Stage 3 - Price points & B-BBEEE

Please note that bidders who make it to this stage will automatically proceed through to the following stage.

- ✓ **90/10 preference point system for acquisition of goods or services for Rand value above R50 million**

“The procedure for the evaluation of responsive Bids will be 90/10 preference point system applied as follows,

- (a) 90 points for the Bid price (P_s)
- (b) 10 points for B-BBEE level of contribution factors (N_{ep}).”

The contract will be awarded to the responsive Bidder that scores the highest number of points on the basis of the Preferential Procurement Policy Framework Act, Act 5 of 2000,

a) Points Awarded for Price (N_p)

A total of 90 points will be awarded to the Bidder with the lowest balanced price. The other Bids will be awarded points on the ratio of the price to the benchmark (lowest balanced) price as follows:

Calculation of Points for Price (P_s)

The points scored for Price will be calculated using the following formula:

90/10

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

- P_s = Points scored for price by Bid under consideration
- P_{min} = Lowest acceptable Bid price
- P_t = Price of Bid under consideration.

Fractions will be rounded off to two decimal places after the decimal comma.

The Bid will then be evaluated in terms of the B-BBEE scorecard based on the Preferential Procurement Regulations of the Preferential Procurement Framework Act (Act 5 of 2000).

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that such entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.

A total of 10 points may be scored by a contractor or Joint Venture who submits a valid B-BBEE scorecard.

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Calculation of Total Points scored TOTAL SCORE = P_s + N_{ep}

6.4 COMPULSORY BRIEFING & CLOSING DATE

- No compulsory briefing.
- The closing date for submission is **05 July 2019** at 11h00. Documents will be submitted at the Department of Transport in King Williams Town, in the Bid box at the ground floor C Block Foyer, Old Building, Stellenbosch Park, King William's Town, 5601.

6.5 . Bid Enquiries

Please refer all enquiries to the following personnel:

Technical Enquiries: M. Ntshanga

Supply Chain Management: P. Nqikashe & M Cwili

Telephone number: 046 602 8100/1

Cellphone No.: 083 416 5896

Cellphone No.: 0674198001&067 414 2504

Email: minenkosi.ntshanga@ectransport.gov.za

Email: pilasande.nqikashe@ectransport.gov.za

SECTION 5: FORMS TO BE COMPLETED BY THE BIDDER

BID FORM

Bid No: SCMU10-21/22-0014

**Closing time and date: Friday 11h00 03
September 2021**

This bid shall remain binding for a period of 90 days calculated from the closing date of the bid

I/We the *undersigned hereby offer to the Eastern Cape Department of Transport herein represented by the Accounting Officer (hereinafter referred to as the "Chief Executive", to provide all the personnel, equipment and everything which is or may be necessary in and for the providing quarrying and crushing pavement materials for a period not exceeding 36 months in execution of the abovementioned Contract in accordance with the Specifications, Conditions of Contract and subject to the Bid Conditions, to the entire satisfaction of the Accounting Officer for the Bid Price (including VAT) of:

BID PRICE: = R.....
15% VAT R.....
TOTAL R.....

Full Trading Name:.....

Address (Business):.....
.....

Telephone No (Business):.....

Telex-/Fax No:.....

Bankers (specify branch and telephone No)

Registration number at EC Treasury.....

I/We acknowledge that I/we am/are fully acquainted with the contents of the Bid Conditions and that I/we accept the conditions in all respects.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my/our bid and that I/we elect *domicilium citandi et executandi* in the Republic at:

.....
.....

Has the declaration of interest (ECBD4) been duly completed?

Yes		No	
-----	--	----	--

and included with the other bid forms?

Any bid received which does not include unit prices, itemized prices or any relevant information as requested in the specification may be rejected.

.....
WITNESS

.....
PLACE

.....
SIGNATURE OF BIDDER

.....
NAME OF BIDDER

.....
CAPACITY

.....
DATE

SBD1 PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)				
BID NUMBER:	SCMU10-21/22-0014	CLOSING DATE:	03 September 2021	11H00
DESCRIPTION	QUARRYING AND CRUSHING OF ROAD PAVEMENT MATERIALS, (SUBBASE AND BASE COURSE) FOR COFIMVABA TO ASKEATON PROJECT FOR A PERIOD OF 36 MONTHS			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).				

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

DEPARTMENT OF TRANSPORT OFFICES				
BLOCK C ENTRANCE FOYER, OLD BUILDING				
KING WILLIAM'S TOWN				
5601				
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				
	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	TRANSPORT	CONTACT PERSON	M. NTSHANGA
CONTACT PERSON	P. Ngakashe	TELEPHONE NUMBER	046 602 8134
TELEPHONE NUMBER	043 604 7544	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	minenkosi.ntshanga@ectransport.gov.za
E-MAIL ADDRESS			

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. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) 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 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6 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
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS WILL RENDER THE BID INVALID.

**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: SCMU10-21/22-0014
Closing Time 11:00	Closing date: 03 September 2021

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

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity
Number.....

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**
- 2.7.1 If so, furnish the following particulars:
Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed:
Position occupied in the state institution:
- Any other particulars:
.....
.....
.....
- 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**
- 2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**
- (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.
- 2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....
- 2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**
- 2.8.1 If so, furnish particulars:
.....
.....
.....
- 2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 2.9.1 If so, furnish particulars.
.....
.....
.....
- 2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**
- 2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Employee Pearsal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10.
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an

organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a Code of Good Practice on black economic empowerment issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the Bid documents;
- (g) **“Prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means;
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

90/10

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution:..... =(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

7.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?.....%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE?
 (Tick applicable box)

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

(v) specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017;

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm

8.2 VAT registration number

8.3 Company registration number

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE.....

ADDRESS.....

.....

.....

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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 RECORDS

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

1. I hereby undertake to render services described in the attached bidding documents to the Eastern Cape Department of Transport in accordance with the requirements and task directives/proposal specifications stipulated in Bid Number: SCMU10-20/21-0014 at the Price(s) quoted. My offer remains 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
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference Certificates in terms of the Preferential Procurement Regulations 2011
 - Special Conditions of Contract;
 - ii) General Conditions of Contract; and
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 fulfillment of all obligations and conditions devolving on me under this agreement as the principle liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

WITNESSES:

1. DATE
2. DATE

.....
NAME OF FIRM

.....
CAPACITY

.....
SIGNATURE OF BIDDER

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, in my capacity as..... accept your bid under reference number SCMU10-20/21-0014 for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30(thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	B-BBEE POINTS CLAIMED
Quarrying and Crushing of Road Construction Materials for Cofimvaba to Askeaton Project for A Period of 30 Months	R.....		

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

WITNESSES:

1. DATE
2. DATE

Official Stamp

SIGNATURE

SBD8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's data base as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this data base were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied)		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Bid Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445		
4.2.1	If so, furnish particulars :		
4.3	Was the bidder or any of its directors convicted of fraud by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars		
4.4	Was any contract between the bidder and any organ of the state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.4.1	If so furnish particulars		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of:

_____ that:

(Name of Bidder)

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

SBD 9

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.

SBD 9

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

SECTION 6: BILL OF QUANTITIES AND PRICING SCHEDULE

F. PRICING SCHEDULE

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

BID NO.: SCMU10 -21/22-0014

**Quarrying and Crushing of Road Construction Materials for Cofimvaba to Askeaton Project for a
 Period of 30 Months**

BILL OF QUANTITIES AND PRICING FOR QUARRYING AND CRUSHING IN COVIMVABA

Part A: CRUSHED STONE GRADE 3

Item	Description	Unit	Bill Quantity	Rate (R)	Total Amount
1.1	CRUSHED STONE GRADE 3 Material properties in the Bid document	T	181 440	.....	.....

Part B: NATURAL GRAVEL AND CRUSHED ROCKS GRADE 5

Item	Description	Unit	Bill Quantity	Rate (R)	Total Amount
1.2	NATURAL GRAVEL AND CRUSHED ROCKS GRADE 5 Material properties in the Bid document	T	187 733	.....	.....

Part C: DECOMPOSED DOLERITE WITH NATURAL GRAVEL GRADE 6/7

Item	Description	Unit	Bill Quantity	Rate (R)	Total Amount
1.3	DECOMPOSED DOLERITE AND NATURAL GRAVEL GRADE 6/7 Material properties in the Bid document	T	269 000	.....	.....

Part D: UPPER SELECTED LAYER BOTTOM

Item	Description	Unit	Bill Quantity	Rate (R)	Total Amount
1.4	UPPER SELECTED LAYERS BOTTOM GRADE 9 (Natural Gravel) Material properties in the Bid document	T	129 640	.....	.....

Part E: CRUSHED ROAD STONE GRADE 1

Item	Description	Unit	Bill Quantity	Rate (R)	Total Amount
1.5	CRUSHED ROAD STONE GRADE 1 19.0mm Dolerite Surfacing stone Grade 1 Material properties in the Bid document	T	1026	.....	.....

Part F: CHRUSHED GABION ROCK

Item	Description	Unit	Bill Quantity	Rate (R)	Total Amount
1.6	CRUSHED GABION ROCK 125mm ALD Dolerite	T	13 500	.....	.....

Part G: CONCRETE STONE

Item	Description	Unit	Bill Quantity	Rate (R)	Total Amount
1.7	CONCRETE STONE 19 mm concrete stone	T	7200	.....	.....

Part H: FILTER STONE

Item	Description	Unit	Bill Quantity	Rate (R)	Total Amount
1.8	FILTER STONE 19 mm Filter Stone	T	5220	.....	.....

Part I: SLURRY DUST

Item	Description	Unit	Bill Quantity	Rate (R)	Total Amount
1.9	SLURRY DUST (Crusher Dust_Fine Slurry Coarse Grade)	T	5670	.....	.....

Part J: CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

Item	Description	Unit	Bill Quantity	Rate(R)	Total Amount
1.10	SITE ESTABLISHMENT AND GENERAL OBLIGATIONS	DAYS	7	ONCE OFF	.....

TOTAL AMOUNT IN RANDS(R)

1.11	Sub Total= (Part A + Part B + Part C + Part D + Part E + Part F + Part G + Part H + Part I + Part J.)			R.....	
1.12	15 % VAT			R.....	
1.13	GRAND TOTAL			R.....	

Grand Total must be transferred in writing to the Bid form in page one.