# PART A INVITATION TO BID

	-R/20596	CLOSING DATE:		21 JANUARY 2026		ING TIME:	11:00
	DESCRIPTION APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN THE 22 LOCAL MUNICIPALITIES IN FIVE DISTRICTS FOR A PERIOD OF 30 MONTHS						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
DEPARTMENT OF PUBLI	DEPARTMENT OF PUBLIC WORKS, ROAD & INFRASTRUCTURE						
CORNER RIVER AND BLA	AAUWBERG STR	EETS					
LADANNA	LADANNA						
0699							
BIDDING PROCEDURE E	NQUIRIES MAY E	E DIRECTED TO	TECH	INICAL ENQUIRIES N	AY BE D	RECTED TO:	
CONTACT PERSON	MR MOTSOPYE	N	CON	TACT PERSON		Mr Shitlangu	ı P
TELEPHONE NUMBER	015 284 7126	·-·	TELE	PHONE NUMBER		015 284 7330	)
FACSIMILE NUMBER			FACS	SIMILE NUMBER			
E-MAIL ADDRESS		dpw.limpopo.gov.za	E-MA	AL ADDRESS		ShitlanguP@	dpw.limpopo.gov.za
SUPPLIER INFORMATION			-1111-				
NAME OF BIDDER						<u> </u>	
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER	TAX			CENTRAL			
COMPLIANCE STATUS	COMPLIANCE		OR	SUPPLIER			
ADE VOU TUE	SYSTEM PIN:	<u> </u>		DATABASE No:	MAAA		
ARE YOU THE ACCREDITED			ARE	YOU A FOREIGN BAS	SED	Yes	□No
REPRESENTATIVE IN	□Yes	□No		PLIER FOR THE GOO		•	
SOUTH AFRICA FOR THE GOODS	 	CE DBOOE!	/SER	VICES OFFERED?		YES, ANSWEF JESTIONNAIRE	
/SERVICES OFFERED?	I I TES ENCLO	SE PROOF			Cal	PLOTIONINAINE	. DELOWJ
QUESTIONNAIRE TO BID	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS						
IS THE ENTITY A RESIDE	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						
DOES THE ENTITY HAVE	DOES THE ENTITY HAVE A BRANCH IN THE RSA?						
DOES THE ENTITY HAVE			HE RSA	\?		-	YES NO
	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

## PART B TERMS AND CONDITIONS FOR BIDDING

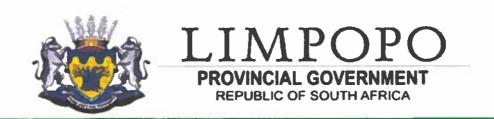
### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE	PARTICULARS MAY RENDER THE BID INVALID.
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)	)
DATE:	



# PUBLIC WORKS, ROADS AND INFRASTRUCTURE

### **TERMS OF REFERENCE**

### 1. INTRODUCTION AND BACKGROUND

The Limpopo Department of Public Works, Roads and Infrastructure (LDPWRI) is charged with the mandate of road maintenance across 05 Districts with 22 Local District Municipalities across the Province. The Department is responsible for carrying out the following routine maintenance activities but not limited to blacktop patching, repair of potholes, edge breaks, and crack sealing and drainage and road reserve maintenance.

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

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

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

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

The minimum targeted number of Work Opportunities (WO) for Household Based Routine Road Maintenance Project is 250 per each local municipality.

The department invites proposals from Professional Social Consultants that can render social facilitation services to Household Based Routine Road Maintenance Projects implemented by the Department across the local municipalities for a period of 30 months.

### 2. LEGISLATIVE FRAMEWORK

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

- 2.1 Code of Good Practice, Notice No. 129 issued by the Minister of Labour in terms of the Basic Conditions of Employment Act, 1997 as amended.
- 2.2 Ministerial Determination 4: Expanded Public Works Programmes, Notice No. 347 issued by the Minister of Labour in terms of the Basic Conditions of Employment Act, 1997 as amended.
- 2.3 General Conditions of Contract for Construction Works third Edition (2015) (GCC).
- 2.4 Standard specifications for Roads and Bridges Works for State Road Authorities (COTO)

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### T1.2 Tender Data

The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Department of Public Works, Roads & Infrastructure
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's representative:  Name: Mashilwane L.F  Address: 43 Church Street Tel: 015 284 7000 Fax: 015 284 7030.
3.4	The language for communications is English
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:
4.10	Tenderers are required to state the rates and currencies in Rands only
4.12	No alternative tender offers will be considered.
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original.
4.13.5 4.15	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:  Location of tender box: Department of Public Works, Physical address: Corner Blaauwberg and River Street, Ladanna Identification details: Tender No. LDPWRI-R/20596 APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN THE 22 LOCAL DISTRICT MUNICIPALITIES FOR A PERIOD OF 30 MONTHS
4.13.5	The "ORIGINAL" of all attachments are to be submitted as separate packages.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
4.16	The tender offer validity period is 120 days
5.1	The Employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 3 working days before tender closing time.
5.11.3	The procedure for the evaluation of responsive tenders is Method 3 (Financial offer and preference).

No	Eligibility Criteria	Weight	Sub-Criteria	Maximur score
1	Company previous relevant experience in infrastructure projects.  Experience / track record of Company The Service Provider will need to provide details of Company on previous experience of social consultancy in infrastructure projects	40	<ul> <li>No experience = (0 point)</li> <li>1 infrastructure Project = (1 point)</li> <li>2-4 infrastructure Projects = (2 points)</li> <li>5-6 infrastructure Projects = (3 points)</li> <li>7 and above infrastructure Projects (4 points)</li> <li>Signed appointment letters / purchase orders and reference letters</li> </ul>	
2	Project leader Qualification	30	<ul> <li>Certificate in Development Studies/ Social Sciences/ Community Development/ Stakeholder Management/ Auxiliary Social Workers (1 point)</li> <li>Diploma in Development Studies/ Social Sciences/ Community Development/ Stakeholder Management (2 points)</li> <li>B-Tech/Degree in Development Studies/</li> </ul>	
			Social Sciences/ Community Development (3 points)  Honors or higher in Social Sciences / Community Development/ Development Studies (4 points)	
3	Relevant Experience of the project leader in infrastructure projects as a social facilitator	30	<ul> <li>No experience = (0 point)</li> <li>1 year = (1 point)</li> <li>2-4 years = (2 points)</li> <li>5-6 years = (3 points)</li> <li>7 years and above (4 points)</li> </ul>	
TOT	AL	100		

a bidder who scores below this minimum shall be disqualified and shall not be considered for further evaluation

5.13 Administrative compliance

Non-compliant to the following administrative requirements shall lead to disqualification

Item	Description	Yes	No	Not applicable
01	Power of attorney / authority for signatory (duly completed and signed)			
02	Joint Venture Agreement (duly completed and signed)			
03	Price/rates amendment without signature in the bill of quantity	·		
04	Non-completion of the Bills of Quantifies in full			
05	SBD forms			
06	Alterations to the bid document or submission of a copy of the original bid document			
07	Completion of the bid document (or returnable schedules) using pencil			

All bidders are required to have registered with National Treasury's Central Supplier Database

### **Evaluation in terms of the 80/20 Preference Point System:**

Responsive tenders which have achieved the minimum qualification score for functionality will be evaluated further, using the 80/20 preference point system.

### 3. SCOPE OF WORK

The LDPWRI envisages implementing Household Routine Maintenance projects across 22 Local Municipalities in the Province. One (01) social consultant is required per local District Municipality.

### NOTES:

The Department intends to appoint 22 service providers linked to the 22 local Municipalities.

The awarding of the Tender shall be limited to the highest point scorer per only one Local Municipality per bidder. However, the Department reserves the right to award one bidder more than one Local Municipality on condition that there are not sufficient recommendable bidders.

### 4. EXPECTED DELIVERABLES

### 4.1 PHASE 1: PLANNING AND MOBILIZATION

- 4.1.1 Project inception
- 4.1.2 Stakeholder identification
  - -Establishment of Project Liaison Committee (PLC)
- 4.1.3 Recruitment / Labour plan
- 4.1.4 Social Management Plan
- 4.1.5 Reporting

### 4.2 PHASE 2: IMPLEMENTATION

- 4.2.1 Communication plan
- 4.2.2 Project site monitoring
- 4.2.3 Training and Workshop
- 4.2.4 Reporting
- 4.3 PHASE 3: COMPLETION & HAND OVER
- 4.3.1 Dissolving of PLC
- 4.3.2 Project Evaluation and Closure Report

### 5. PERIOD/ DURATION OF PROJECT/ASSESSMENT

Project duration is for a period of 30 months or linked to awarded Household Routine Maintenance Project term.

### 6. COSTING/COMPREHENSIVE BUDGET

6.1 A comprehensive budget must be provided inclusive of all disbursement costs, expenses and VAT.

6.2 Starting point for traveling distances under this Bid shall be calculated/referenced from the local municipality deemed to be the central point of the area of operation, except where a person/s continue from one departmental office/site to another for the next activity of the day.

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

### c) Risk assessment in terms of Risk to the Employer

Tender offers are judged by an evaluation panel in terms of risk to the Employer. Such risk will be evaluated against technical and commercial risk criteria listed below. Such risk will be evaluated against the criteria listed below. Each criterion carries the same weight / importance and will be evaluated individually by the Bid Evaluation Committee appointed on the project. An assessment of unacceptable risk on any single criterion will constitute unacceptable risk for the award, resulting in the tender to be disqualified and removed from further consideration.

In order for the evaluation reports to be prepared by the Bid Evaluation Committee, the Tenderer is obliged to provide comprehensive information. Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. Information provided in the returnable documentation must be provided in sufficient detail to enable the evaluation panel to evaluate the risk criteria set out below.

The Employer reserves the right to request further clarification, elucidation, additional documentation / information, etc. as may be required to evaluate the tender. The afore mentioned can also entail that the persons, named in the schedule and Data provided by the Service Provider, as indicated above, be invited to an interview.

The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

### The risk criteria are as follows:

### Technical risks:

### Criterion 1: Experience on comparable projects

The tendering Service Provider's experience on comparable projects. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Bid Evaluation Committee, based on its research and inspection of a representative sample of the Tenderer's previous work.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (engineering), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar irrespective of end purpose created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.

### **Commercial risks:**

The financial viability assessment evaluates the risk over the life of the service contract period, as to whether the tenderer will be able to deliver the services which are specified in the contract and / or be able to fulfil assurances provided for in the contract in order to complete the project successfully.

Aspects to be considered include but not limited to, the respective rates tendered, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the

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services described in the tender documentation (including fulfilling any guarantees claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of services, management accounts / financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the financial viability of the amount tendered in order to render the service. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.]

Note: Any tender not complying with <u>all</u> of the above-mentioned stipulations will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation.

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## PRICING SCHEDULE (Professional Services)

NAME OF	BIDDEF	₹	BIC	D NO.: LDPWRI-R/	20596
CLOSING			CLOSING DATE 21 JANUARY 2026		
OFFER T	O BE VA	LID FOR120DAYS FROM THE CLOSING DATE OF BID.			
ITEM NO		DESCRIPTION		PRICE IN RSA CUR ICABLE TAXES	
	1.	The accompanying information must be used for the formulation of proposals.			
	2,	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R		
	3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)			
	4.	PERSON AND POSITION	HOURLY RATE	DAIL	Y RATE
			R		
			R		********************
			R		
			R	******	*******************
			R	***************************************	
	5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT			
			R		days
			R		days
			R	******	days
			R		days
	5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.			
		DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
					R
					R
					R
					R

TOTAL: R.....

Bid No.: .....

		pplicable taxes" includes value- added tax, pay as you e utions and skills development levies.	arn, income ta	c, unemployment	insurance
	5,2	Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.	t		
		DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
		***************************************			R
			300000000000000000000000000000000000000		R
					R
			TOTAL	***************	Baseline and Alberta
			TOTAL, R	*************	**************
	6.	Period required for commencement with project after acceptance of bid			
	7.	Estimated man-days for completion of project			
	8.	Are the rates quoted firm for the full period of contract?			*YES/NO
	9.	If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.			**************
	*[DI	ELETE IF NOT APPLICABLE]			
Any enquirie	s rega	arding bidding procedures may be directed to the –			
(INSERT NA	ME A	ND ADDRESS OF DEPARTMENT/ENTITY)			
Tel:					
Or for techni	cal inf	ormation –			
		E CONTACT DEDOCATI			
INSERT NA	ME C	F CONTACT PERSON)			

SBD4

### **BIDDER'S DISCLOSURE**

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise,

employed by the state?

YE\$/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

### **CONFIDENTIAL DOCUMENT**

2.2	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? <b>YES/NO</b>
2.2.1	If so, furnish particulars:
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  YES/NO
2.3.1	If so, furnish particulars:
3 D	ECLARATION
v	I, the undersigned, (name)
3.1	I have read and I understand the contents of this disclosure;
3.2	I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3	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 consortium2 will not be construed as collusive bidding.
3.4	In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4	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.
3.5	There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of

reference for this bid.

<sup>2</sup> 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.

### CONFIDENTIAL DOCUMENT

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS
OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING
AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD
THIS DECLARATION PROVE TO BE FALSE.

Signature	Date
Position	Name of hidder

**SBD 6.1** 

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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 2. DEFINITIONS

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 or  $Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin}\right)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80\left(1 + rac{Pt - P \, max}{P \, max}\right)$$
 or  $Ps = 90\left(1 + rac{Pt - P \, max}{P \, max}\right)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by People with Disabilities (Attach Disability certificate issued by health professionals)	2	
Enterprises owned by Women (Attach Central Supplier Database (CSD).)	7	
Small, Medium and Micro Enterprises (SMMEs). (Attach Central Supplier Database (CSD).)	2	
Enterprises owned by Youth. (Attach Central Supplier Database (CSD).)	4	
Enterprises located in Limpopo Province (Attach Municipal Utility Bills or Lease Agreement or Proof of Residence from Tribal Authority/Municipal Council)	5	

### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.	Name of company/firm
4.4.	Company registration number:
4.5.	TYPE OF COMPANY/ FIRM
	Partnership/Joint Venture / Consortium One-person business/sole propriety Close corporation Public Company Personal Liability Company (Pty) Limited Non-Profit Company State Owned Company

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

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

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### 9. SPECIAL CONDITIONS:

### 9.1 Award of the bid

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

- 9.2 Limpopo Department of Public Works, Roads and Infrastructure reserves the right to:-
- a. Request further information from any bidder after the closing date,
- b. Verify information and documentation of the respective bidder,
- c. Award one bidder more than one Group per District on condition that there are no sufficient recommendable bidders within the District.
- 9.3 The Service Provider will submit monthly progress reports to the Programme Manager, within four (4) days after the end of each month and the final report four (4) weeks before the project end date. Failure to submit the required reports on time will result in penalties.
- 9.4 The Programme Manager shall do the ongoing performance management of the Service agreement.
- 9.5 The Service Provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement senior, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at least a month is required in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.
- 9.6 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 9.7 Please take note that LDPWRI is not bound to select any of the firms submitting proposals. LDPWRI reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- 9.8 Bidders must score a minimum of 60% (The minimum qualifying score that must be obtained for functionality in order for a Bid to be considered further should not be generic). It should be determined separately for each bid on a case-by-case basis. The proposal should include, amongst other, the following:
  - A proposed plan of action;
  - A list of references with contact details;
  - · Ability to ensure continuing of staff on the project.
- 9.9 A valid Tax Compliance Status with Pin issued by SARS to the supplier/copy of Central Supplier Database (CSD)/ MA supplier Number must be submitted together with the bid.
- 9.10 In case of bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated and each party must submit a separate proof of Tax Compliance or Tax Compliance Status with Pin or CSD/ MA supplier Number together with the bid.
- 9.11 Bidders must be Tax compliant throughout the biding stages
- 9.12 Failure to comply with Tax matters may result in the invalidation of the bid.

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- 9.13 A foreign recommended bidder with neither South African tax obligation nor history of doing business in South Africa must complete Standard Bidding Document (SBD 1) and the information must be submitted to SARS on the following email <a href="mailto:governmentinstitute@sars.gov.za">governmentinstitute@sars.gov.za</a> to issue a confirmation of the tax obligation letter in terms of paragraph 3.6 of the instruction note no 9 of 2017/18.
- 9.14 Comprehensive Curriculum Vitaes' (CV) with certified copies of qualifications and professional registration of the staff who will be available for the duration of the contract must be attached. In case where bidders submitted CV's of personnel from other companies, bidders must indicate if the personnel is sub-contracted or employed full time or part-time, and indicate the period of the engagement with the bidder. A signed agreement between two parties or an agreement between personnel and a company must be included with the proposal.
- 9.15 The bid proposals should be submitted with all required information containing technical information.
- 9.16 A breakdown of the hourly tariff inclusive of value-added tax for services rendered. Expenditure incurred without the prior approval of the Programme manager will not be reimbursed.
- 9.17 The LDPWRI will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- 9.18 Travelling costs and time spent or incurred between home and office of consultants and the LDPWRI office will not be for the account of the LDPWRI.
- 9.19 Intellectual property rights will belong to the LDPWRI
- 9.20 A project plan that states the methodology and approach for accomplishing the task, project phases if applicable, time frames and outputs (excluding cost for the project), profile of the company and description of similar work undertaken, numbers, names and CVs of consultants assigned to the project, including their roles and responsibilities must be provided.
- 9.21 Signed agreement between service providers in the case of a joint venture/Consortium
- 9.22 Letter of authority to sign documents on behalf of the company/joint venture/Consortium.
- 9.23 Before any work can commence the service level agreement must be signed by both parties (LDPWRI and the successful bidder) and an official order must be issued and should there be any dispute regarding the finalisation of the agreement, the LDPWRI reserves the right to cancel the contract with no cost implications for the LDPWRI.
- 9.24 The evaluation of Bids can only be done on the basis of information required by the LDPWRI.
- 9.25 Prospective suppliers and / or public entities interested in pursuing opportunities with the LDPWRI and within the South African government, should be registered on the National Treasury Central Supplier Database.
- 9.26 Prospective suppliers and / or public entities must provide the DPWRI with their CSD registration number on submission of their bid proposals including those of sub-contractors and/ or joint venture companies.
- **9.27** Any supplier who is not registered on CSD during an award stage of the tender will not be considered.

### 10 Bid Price Qualification

- 10.1. All bid prices must be specified on each item in figures. Price in figures must be acceptable in general accounting language.
- 10.2 Prices quoted must include delivery costs. Furthermore, the bid prices must be in RSA currency and inclusive of Value Added Tax (VAT).

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Part T2: Returnable documents

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- 10.3 Bid prices must be 'NETT'. Therefore, bidders intending to quote a price less a discount on the unit basis must first deduct the discount and then insert the 'NETT' Price.
- 10.4 Prices will remain firm for the first twelve (12) months of the contract period. Formal applications for price adjustments, based on the formula prescribed in the Treasury Regulations, and will only be considered after the first twelve months of the contract period.
- 10.5 Price adjustment applications shall be considered on six (06) monthly intervals. Despite any other worded stipulation, no adjustment will be considered before twelve months of contract period have expired.
- 10.6 All price adjustment applications should be substantiated by documentary proof in respect of each factor.

### 11. PAYMENT TERMS

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

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Part T2: Returnable documents
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PUBLIC WORKS, ROADS AND INFRASTRUCTURE



LDPWRI-R/20596

### T.2: List of returnable documents

The Bidder must complete the following returnable document:

### T.2.1 List of returnable documents that form part of the tender evaluation

- T.2.1(a) Certificate of Authority
- T.2.1(b) Record of Addenda to Tender Documents if applicable
- T.2.1(c) Specific Goals Status
- T.2.1(d) Schedule of the bidder's previous relevant experience
- T.2.1(e) Qualification and experience of the key personnel

### T.2.2. Other documents required for tender evaluation purposes

The Bidder must provide the following returnable documents:

- T.2.2(a) Tax compliance CSD detailed report not older than one month before the tender closing date
- T.2.2(b) Certified Copy of company registration certificate (eg, Ck, Cm, etc)
- T.2.2(c) Certified ID copies of shareholders/directors
- T.2.2(d) Letter from a Health Professional (In case of persons living with disabilities) not older than twelve months
- T.2.2(e) Proof of business address/Lease agreement (in the name of the bidding entity)

### T.2.3. Documentation to demonstrate eligibility to have tenders evaluated

- T.2.3(a) Company organogram and experience
- (b) Qualifications & experience of the Bidder's proposed key personnel.

### T.2.4. Other documents that may be incorporated into the contract

 Additional documentation including all attachments shall be submitted in a separate, properly bound document.

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Part T2: Returnable documents Returnable Schedules

### T.2. Returnable Schedules

NB. Additional documentation including certificates shall be submitted in a separate, properly bound, document.

### T.2.1(a): Certificate of Authority

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must fully complete the certificate set out below for the relevant category.

Α	В	С	D Sole	E
Company	Partnership	Joint Venture	'	Close Corporation

A. Certi	ficate f	or c	ompa	ny										
I,					(5-1	chair	person	of	the	board	of	direc	tors	of
						hereby	confirm	that	by r	esolution	of th	ne boa	ard (c	ору
attached)	taken	on			.20	, Mr/N	/s			acting	j in	the	сара	city
of						.,was a	uthorise	d to s	ign al	l docume	nts in	conne	ction	with
this tender	and any	cont	ract res	sulting f	rom it	on beha	alf of the	comp	oany.					
As wit	ness													
1 Chair	man		,,,,,,,,,,					15						52
2														
							Date							

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### B. Certificate of partnership

We,	the	undersigned	l, being	the	key	partners	in	the	busin	ess	trading	as
• • • • • •						here	by				autho	rise
Mr/M	s	*************				,	а	cting	in	the	e capa	city
of					.to si	gn all doo	cum	ents i	in con	nect	ion with	the
tende	er for											
Cont	ract	• • • • • • • • • • • • • • • • • • • •				• • • • • • • • • • • • • • • • • • • •		a	nd	any	cont	ract
resul	ting f	rom it on our	behalf.									

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

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### C. Certificate for sole proprietor

l,	, h	ereby confirm that I am	the sole owner
of the business trading			
as			
As Witness:			
1			
		Signature: Sole of	owner
2		Date	24
D. Certificate for	Close Corporation		
	ned, being the		
Mr/Mrs			
Acting in the capaci	ty of	*************************	, to sign all
documents in	connection with	the tender	for Contract
No:	and	I any contract resulting	g from it on our
behalf.			
NAME	ADDRESS	SIGNATURE	DATE
	-		

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole

Tender 22 T2.2

Part T2: Returnable documents Returnable Schedules

**E: Certificate of Authority for Joint Ventures** 

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this	tender offer	in Joint V	enture a	ind hereby
authorise Mr/Ms,	authorised	signatory	of the	company
, acting in the capac	city of lead pa	irtner, to si	gn all do	cuments in
connection with the tender offer for Contra	ıct			and
any other contract resulting from it on our	behalf.			

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		
JV pariner 1		
JV partner 2		
JV partner 3		
JV partner 4		

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Part T2: Returnable documents Returnable Schedules

### T.2.1(b): Record of Addenda to tender documents

We cor	nfirm that the following commu mending the tender document	inications received from the Employer before the submission of this tender is, have been taken into account in this tender offer:
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
		la contraction de la contracti


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Part T2: Returnable documents Returnable Schedules

### T.2.1(c): Schedule of The Bidder's Previous Relevant Experience

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	Date Completed

ts, the Bidder must attach the following proof for each of the projects:

• Copy of Appointment Letter and referral letter from the client.

SIGNED	ΔN	REHALE	∩E	BIDDER:
SIGNED	UN	DEHALP	VF.	DIDUCK:

T2.2 Tender 25

Part T2: Returnable documents Returnable Schedules

T.2.1(e): QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

Tenderers complete the table below in respect of the key personnel who will be engaged on the project. Curricula Vitae, including the relevant certificates, to support the stated information must be attached. Only one person may be entered against each category. No person may fill two categories. Key staff must be in the direct employ of the Tenderer.

Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) – attach certified copies of professional registrations and qualification

	Name / Prof. Status	Experience
Designation	Prof. Reg. No. / Date	Initial qualification and year obtained
Project Leader		

SIGNED ON BEHALF OF THE TENDERER	

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Part T2: Returnable documents Returnable Schedules

PART C3: SCOPE OF SERVICES

The Scope of Services required is as follows:

### PROVISION FOR SOCIAL CONSULTANT SPECIFICATIONS FOR SOCIAL CONSULTANT

**Duties of a Social Consultant** 

### **PHASE 1: PLANNING & MOBILISATION**

- > Stakeholder identification & consultation
- (i) Arranging meetings with stakeholders
- (ii) Attending stakeholder meetings
- (iii) Report monthly progress
  - > PLC Establishment
- (i) Arrange meetings with stakeholders to facilitate the selection of PLC
- (ii) Arrange and conduct workshops with PLC
  - > Awareness creation
- (i) Arrange meetings for awareness creation
- (ii) Facilitate awareness workshops and minute proceedings
- (iii) Report writing

### **PHASE 2: IMPLEMENTATION**

- > Facilitate recruitment, appointment and termination of participants
- (i) Arrange meetings with PLC and explain policies as well as selection criteria
- (ii) Confirm & Consolidate lists from all affected wards/villages,
- (iii) Prepare a register of all beneficiaries
- (iv) Meeting with the contractor and PLC to discuss participants' requirements
- (v) Facilitate the appointment of participants as per the registers
- (vi) Facilitate the induction of participants and signing of contracts
  - > Workshop Team Leaders
- (i) Conduct workshop (terms of reference, maintaining attendance register,

Disciplinary procedures, Contract of employment, Reporting)

- (ii) progress reports in a prescribed format
  - > Arrange and Monitor Training of participants
- (i) Identify the participants' training needs
- (ii) Facilitate the appointment of training providers
- (iii) Meeting with the contractor & training providers to finalise training logistics
- & training schedules

(iv) Attend to participants' training workshops

### Project Site Monitoring

- (a) Site visits to monitor the welfare of Beneficiaries which are the following:
- provision of drinking water and sanitation facilities
- provision of safety clothing and injuries
- payment of wages
- on-going appointment and termination of participants
- conflict /Dispute resolution
- update labour statistics
- (b) compile monthly report in a prescribed format
  - Monthly Progress meetings
- (i)Arrange PLC meetings
- (ii) Attend site meetings, minute proceedings and present reports

### FINAL PHASE: COMPLETION & HAND OVER

### Dissolve PLC

Arrange for the last PLC meeting after project completion (outstanding payments, PLC reimbursement, training certificates, UIF, Compensation, etc.

### Project Evaluation

Review projects in terms of objectives, successes, failures and compile evaluation

### > Closure report

submit a copy of a close-out report

1 For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.

Rate: The payment per unit of work for which the Bidder tenders to do the work.

Lump Sum: An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.
- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.
- 5 The Bidder shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The Bidder shall fill in a rate against all items where the words "rate only" appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.

- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 11 The provisions of clause 6.6 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Where the Bidder elect to confirm the tender offer as tendered, correct the errors as follows: If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. Where there is an error in the total of the prices either as a result of the other corrections required by this checking process or in the Bidders addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if bill of quantities apply) to achieve the tendered total of the prices.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the Bidder fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units The following abbreviations are used in the bill of quantities:

km = kilometre No = number

No = number
PC sum = prime cost sum
Prov sum = provisional sum

- 14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 17. All cost for formal training to the targeted workforce (amongst others: allowances, wages, administration, transport, etc) shall be deemed to be included in the rates for Labour Intensive items.

1,4 PL/	<del>       </del>	-+-			Re	pro	Fac	Arı	1,3 Aw		Rej	mu	Att	Arı	1,2 Sta		Soc	Coı	work	Coı	1,1 Pro		1 PH	
Facilitate the selection of PLC	יויי בין יויי	Arrange meetings with stakeholders	PLC Establishment	Sub	Report Writing	proceedings	Facilitate awareness workshops and Minute the	Arrange meetings for awareness creation	Awareness Creation	Sub	Report writing	municipalities, chiefs, Development of Structures)	Attending stakeholder meetings (local	Arranging meetings with stakeholders	Stakeholder identification & consultation	Sub	Social Management Plan	Compile a labour recruitment report	rk	Conduct field assessment to determine scope of	Project inception	Activities	PHASE 1: PLANNING & MOBILISATION	
4) 44	L/SUM	No.		Sub Total	No.		No.	No.		Sub Total	No.		No.	No.		Sub Total	L/SUM	L/SUM		L/SUM		Unit		
•		خسر			Ь		1	1			1		1	1		N. 5.74	1	1		1		Quantity		BOQ
				THE STATE OF THE S																		Rate		
		F788					14,000															Amount		

	2,2											2.1	2					1,5		
Identify training needs and compilation of report	Training of workers	Sub	contracts (per group)	Facilitate induction of workers and signing of	registers (per group)	labour requirements	Meeting with the contractor and PLC to discuss	Compile a data tool report	selection criteria per village	Attend meetings to explain the policy and	Arrange meetings	Labour, Appointment & Termination	PHASE 2: IMPLEMENTATION & MONITORING		Sub	Conduct workshop	Arrangement for the workshop	PLC Workshop	Sub	
L/SUM		Sub Total		No.	No.	:	No.	No.		No.	No.				Sub Total	L/SUM	No.		Sub Total	
-				1	<b>F</b>	,	Н	P		1	1					1	1			
														Total Phase 1						
																		į		

		3.1		ယ						2,4					88			2,3				
Attend, minute and presents last progress report	Arrange for the last PLC meeting after project completion	Dissolve PLC	Activities	PHASE 3: COMPLETION & HAND OVER		Sub	Arrange meetings	proceedings	Attend site meetings and minute the	PLC & Technical Meeting	Sub	Compile monthly report	termination of labourers)	clothing and injuries; ongoing appointment and	facilities; monitoring of provision of safety	provision of drinking water and sanitation	Monitor the welfare of workers (monitoring	Project Site Monitoring (1 x per month)	Sub	Attend workers training workshops sessions	training	Meeting with the contractor & training provider to
L/SUM	L/SUM					Sub Total	No.		No.		Sub Total	No.					No.	:	Sub Total	No.		No.
1	,						1		1		3	1					1			1		1
					Total Phase 2									0								

GRAND TOTAL		:		
VAT @ 15%				
TOTAL COSTS				
Disbursements				
Total Consultants Fees	Т			
Sub Total				
	1	No.	Catering for team leaders' workshop	
	1	No.	Catering for PLC workshop	
	1	No.	Reproduction (induction materials)	
			Сору)	
	1	L/SUM	Completion report (1 hard copy and 1 Electronic	
			DISBURSEMENTS	4
	1	КМ	Travelling per KM	
Total Phase 3				
			Sub Total	
			successes, failures, compile evaluation report	
	1	L/SUM	Review the project in terms of objectives,	
			Project Evaluation	3,2
			Sub Total	