



BID DESCRIPTION: RE- ADVERTISEMENT -APPOINTMENT OF A PANEL OF MAXIMUM THREE (3) SERVICE PROVIDERS OF ASPHALT ROAD PATCHING WITHIN THE AREA OF METSIMAHOLO FOR ON AN AS-AND- WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS.

Bid Number: MLM 18/2025/26

SCM Unit contact number: (016) 973 8740/1/2/3/4

Department contact number: 016 973 8326/7

CLOSING DATE: 17 APRIL 2026

TIME: 11H00

DEPOSITED IN THE BID BOX SITUATED AT:

Metsimaholo Local Municipality, No 10 Fichardt Street, Finance Building, 1st Floor

Name of Bidder: _____

Bid Amount (Vat Inclusive): _____

CSD Supplier Number: _____

CIDB: CRS Number: _____

Contact Person: _____

Contact no: _____

Email Address: _____

Please Note:

1. No bid or tender will be awarded to a person in the service of the State.
2. No bid or tender will be awarded without submitting Municipal Accounts or lease agreement.
3. No bid or tender will be awarded to tender defaulters or restricted by National Treasury.
4. Other conditions of the bid or tender must be adhered to by the Bidder.
5. Documents must be inserted in a **sealed envelope**; failure to do so will lead to disqualification.
6. **If you are late for the briefing session, you will not be allowed to sign the attendance register.**

WARNING DISCLAIMER (A)

MISREPRESENTATION OF INFORMATION (FRAUD) - COMPLIANCE & FUNCTIONALITY

NB: The Municipality reserves the right to blacklist the company & it's directors should it be found to have submitted false documentation. If contract already awarded, it will be terminated, and the service provider will be reported to National Treasury for blacklisting.

In terms on the regulation 46 (2) (i) of the municipal SCM policy

1. An official or other role player involved in the implementation of Policy –
 - (a) must report to the accounting officer any alleged irregular conduct in the supply chain management system which that person may become aware of, including –
 - i. Any alleged fraud, corruption, favouritism or unfair conduct;
 - ii. Any alleged contravention of paragraph 47(1) of this Policy; or
 - iii. Any alleged breach of this code of ethical standards.

In terms PPPFA, MBD 6.1 bidders are required to claim points for specific goals.

**** The organ of state reserves the right to require of a tender either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding the preferences required by the organ of state.***

*****Bidders are warned against submission of fraudulently or edited municipal rates and taxes accounts and lease agreements.***

I, _____, the director of

_____ hereby declare that all supporting documents (**compliance and functionality documents**) submitted with this bid are valid.

Signed at: _____

Signature: _____

Date : _____

WARNING DISCLAIMER (B)

MISREPRESENTATION OF INFORMATION (FRAUD) - SPECIFIC GOALS

NB: The Municipality reserves the right to blacklist the company & it's directors should it be found to have submitted false documentation. If contract already awarded, it will be terminated, and the service provider will be reported to National Treasury for blacklisting.

In terms on the regulation 46 (2) (i) of the municipal SCM policy

2. An official or other role player involved in the implementation of Policy –

- (b) must report to the accounting officer any alleged irregular conduct in the supply chain management system which that person may become aware of, including –
 - iv. Any alleged fraud, corruption, favouritism or unfair conduct;
 - v. Any alleged contravention of paragraph 47(1) of this Policy; or
 - vi. Any alleged breach of this code of ethical standards.

In terms PPPFA, MBD 6.1 bidders are required to claim points for specific goals.

**** The organ of state reserves the right to require of a tender either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding the preferences required by the organ of state.***

*****Bidders are warned against submission of fraudulently or edited municipal rates and taxes accounts and lease agreements.***

I, _____, the director of

_____ hereby declare
that all supporting documents (**proof of specific goals documents, municipal rates and taxes/lease agreement**) submitted with this bid are valid.

Signed at: _____

Signature: _____

Date : _____

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C4	Site Information

1. INTRODUCTION

Metsimaholo Local municipality is situated in the northern part of the Fezile Dabi District Municipality Region in the Free State Province. The former Sasolburg, Deneysville and Oranjeville Transitional Local Councils and a section of the Vaal Dam Transitional Rural Council were amalgamated to form Metsimaholo Local municipality.

The Municipality is constitutionally obligated to provide essential safe and reliable roads to the communities within its jurisdiction, as per the South African Constitution (Act 108 of 1996), the Municipal Finance Management Act (MFMA), The Roads, Water and Sewer section, a part of the Directorate of Technical & Infrastructure Services, ensures this obligation is met through infrastructure maintenance, in compliance with the relevant legislative frameworks.

2. PURPOSE AND STRATEGY

The purpose of this tender process is to establish a panel of contractors to provide a service of asphalt road patching within the area of Metsimaholo for a period of three (3) years on an as and when required basis. This is in line with the requirements set out in the relevant legislation. We aim to ensure the highest service standards and compliance with all legal and regulatory requirements.

The objective of this contract is for the appointed service provider(s) to provide all necessary personnel, equipment, and transportation on an as and when required basis in accordance with the provisions of the MFMA.

3. DURATION

The contract is for a period of three years and will automatically end when the period ends or on termination of the contract by the employer or by the service provider.

4. METSIMAHOLO LOCAL MUNICIPALITY AREA OF RESPONSIBILITY

The project will cover the whole area of Metsimaholo Local municipality, which includes:

- Sasolburg
- Vaalpark
- Zamdela
- Deneysville and Refenggotso
- Oranjeville and Metsimaholo

5. ALLOCATION OF WORK

Metsimaholo Local municipality expects to appoint a maximum of (3) Three service providers who will be deployed to various areas of the municipality with the following arrangements:

Purpose: This Standard Operating Procedure (SOP) aims to establish a systematic process for allocating work to service providers for maintenance, repairs, and refurbishments within the Metsimaholo Local Municipality. This SOP ensures that the allocation process is fair, budget-conscious, and performance-based, ensuring efficient service delivery across all designated areas.

Scope: This SOP applies to all personnel involved in the procurement and management of maintenance, repair, and refurbishment services, as well as the appointed service providers.

The municipality (MM) will use its discretion in deciding on the deployment criteria.

MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE METSIMAHOLO MUNICIPALITY

BID NUMBER:	MLM 18/2025/26	CLOSING DATE:	17 APRIL 2025	CLOSING TIME:	11:00
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DESCRIPTION	RE- ADVERTISEMENT -APPOINTMENT OF A PANEL OF MAXIMUM THREE (3) SERVICE PROVIDERS OF ASPHALT ROAD PATCHING WITHIN THE AREA OF METSIMAHOLO FOR ON AN AS-AND- WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS.
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

Metsimaholo Local Municipality

No 10 Fichardt Street

Finance Building

Ground Floor

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TAX COMPLIANCE STATUS

TCS PIN:

OR

CSD No:

1. 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]	2. 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]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER	.....	6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE	CONTACT PERSON	Mr. K Radebe
CONTACT PERSON	SCM	TELEPHONE NUMBER	016 973 8326/7
TELEPHONE NUMBER	0169738740/1/2/3	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	<u>kgomotso.riba@metsimaholo.gov.za</u>
E-MAIL ADDRESS	N/A		

MBD1

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 3.1

**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

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Bid Number: MLM 18/2025/26

Closing Time: 11:00

Closing Date: 17 APRIL 2026

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

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

COMPLIANCE REQUIREMENTS

NO	RETURNABLE	NOTES
1	A copy of a CSD summary report OR CSD number.	<ul style="list-style-type: none"> CSD full report or summary report OR CSD number. Municipality may not make any award to a person whose tax matters are not complaint with SARS, please note that tax compliance will be verified before any award.
2	<p>Proof of company registration documents with the Director's details must be attached.</p> <p>Proof of Identity Document (ID) Copy for a sole proprietorship must be attached.</p> <p>Proof of Partnership Agreement for partnership must be attached.</p>	<ul style="list-style-type: none"> The company registration documents must indicate the company and director's details. Identity Document (ID) Copy for a sole proprietorship. Partnership Agreement <p>**In a case where the Director has changed names, proof of name change must be attached.</p>
3	Fully completed MBD forms	<ul style="list-style-type: none"> Fully completed manually in handwriting and in black ink pen. Signed by hand in black ink pen.
4	Joint Venture Agreement (Must indicate the lead partner, if the bidder's grading is not the same the lead partner must have the higher grading)	<ul style="list-style-type: none"> If applicable submit a complete and signed JV agreement. JV agreement stating who the lead partner is with the shared percentages. <p>Note: JV agreement must be as per CIDB regulation of 2001 regulation 25 (5)(a), (b) and (6)</p>
	<ul style="list-style-type: none"> NB! The following documents will not be accepted on ITEM 5; 6 AND 7: Affidavits; Address confirmation letter; invoices from the body corporates or agents, rates, and taxes of the lessor where the rented premises address does not match the addresses on the Company registration document (without a lease agreement, will not be accepted) and municipal tender / rates clearance letter 	
5	<p>Latest Municipal rates and taxes account for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.</p> <ul style="list-style-type: none"> NB! Submit FEB or MAR or APR 2026 municipal rates & taxes statement. 	<ul style="list-style-type: none"> Submit FEB or MAR or APR 2026 municipal rates & taxes statement The submitted account must not be in arrears for more than 3 months. In case where the Municipal rates and taxes Statement submitted is not in the company/Directors/Trustees/Members/Shareholders name/s, ONLY MUNICIPAL rates and taxes where the address of the Municipal Rates and Taxes statement matches the address on the company registration documents will be accepted) if not in arrears for more than 3 months.
6	In the event of a tenant renting a lease agreement MUST be attached for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.	<p>The lease agreement must include the following:</p> <ul style="list-style-type: none"> A valid copy of the lease agreement must be signed by (both Lessor and lessee). The lease agreement must indicate dates of commencement and expiry or duration. In a case where the lease agreement has expired and there is a clause indicating an automatic renewal, the original lease agreement and a confirmation letter signed by Lessor must be attached. In the occasion where the lease agreement has expired the original lease agreement AND extension must be attached with commencement and expiry dates or duration. In case where the Lease agreement submitted is not

		in the company/Directors/Trustees/Members/Shareholders name/s, ONLY Lease Agreements where the address of the Premises leased matches the address on the company registration documents will be accepted)
	Note: If the company registration document's listed physical address is the same for the Company and the Director, One Valid lease agreement or the municipal rates and taxes statement, with a matching address will be accepted for both Company & Director.	
7	Municipal rates and taxes for bidders who are from the rural areas for the COMPANY AND DIRECTORS/TRUSTEES/MEMBERS/SHAREHOLDERS.	<ul style="list-style-type: none"> If the bidder is from the rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that rural/tribal area.
8	CIDB Grading	<ul style="list-style-type: none"> Copy of Company CIDB 2 CE or Higher grading designation
9	Valid Letter of Good Standing (COIDA)	<ul style="list-style-type: none"> COIDA Certificate related to civil works must be attached.
10	Fully completed Pricing Schedule	<ul style="list-style-type: none"> Fully completed manually in handwriting and in black ink pen.

Failure to comply with the above-mentioned terms and conditions will deem your bid to be disqualified.

<p>Specific Goals (Locality)</p> <p>REFER TO: MBD 6.1</p>	<p>The following must be submitted for proof of locality:</p> <ul style="list-style-type: none"> Municipal account in the name of the bidder not older than 90 days or A valid copy of lease agreement signed by both parties, where the bidder is the lessee, or SARS tax pin document An official letter from the bank or bank statement indicating the registered business address of the bidder Bidders from rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.
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NB: 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.

PROPOSED ALLOCATION OF POINTS IN TERMS OF FUNCTIONALITY

No.	Description	Max Points																
1.	<p>Capacity: Key members in the team The personnel as listed must be the site team and may not be changed at time of implementation without prior notice to the Client (MLM)</p> <table border="1" data-bbox="284 454 1286 1037"> <thead> <tr> <th data-bbox="284 454 517 521">Job Description</th> <th data-bbox="523 454 1094 521">Required Experience + Qualification</th> <th data-bbox="1101 454 1286 521">Points Allocation</th> </tr> </thead> <tbody> <tr> <td data-bbox="284 524 517 658" rowspan="2">Site Agent/Manager</td> <td data-bbox="523 524 1094 658">National Diploma or higher in Civil Engineering: Min 5 years' experience in roads projects (Tar/ Asphalt Road, surfacing patching)</td> <td data-bbox="1101 524 1286 658">10</td> </tr> <tr> <td data-bbox="523 660 1094 795">National Diploma or higher in Civil Engineer Min 3 years' experience in roads projects (Tar/ Asphalt Road, surfacing patching))</td> <td data-bbox="1101 660 1286 795">5</td> </tr> <tr> <td data-bbox="284 797 517 864" rowspan="2">Site Foreman</td> <td data-bbox="523 797 1094 864">Min 5 years' experience in roads projects (Tar/ Asphalt Road, surfacing patching))</td> <td data-bbox="1101 797 1286 864">10</td> </tr> <tr> <td data-bbox="523 866 1094 934">Min 3 years' experience in roads projects (Tar/ Asphalt Road, surfacing patching)</td> <td data-bbox="1101 866 1286 934">5</td> </tr> <tr> <td data-bbox="284 936 517 1037">Safety Agent/ Officer</td> <td data-bbox="523 936 1094 1037">OHS certificate endorsed by NOSA or SAMTRAC or SHEMTRAC or Diploma in safety or higher</td> <td data-bbox="1101 936 1286 1037">10</td> </tr> </tbody> </table> <p>Attach copies of Qualifications & CVs</p>	Job Description	Required Experience + Qualification	Points Allocation	Site Agent/Manager	National Diploma or higher in Civil Engineering: Min 5 years' experience in roads projects (Tar/ Asphalt Road, surfacing patching)	10	National Diploma or higher in Civil Engineer Min 3 years' experience in roads projects (Tar/ Asphalt Road, surfacing patching))	5	Site Foreman	Min 5 years' experience in roads projects (Tar/ Asphalt Road, surfacing patching))	10	Min 3 years' experience in roads projects (Tar/ Asphalt Road, surfacing patching)	5	Safety Agent/ Officer	OHS certificate endorsed by NOSA or SAMTRAC or SHEMTRAC or Diploma in safety or higher	10	30
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2.	<p>Experience of the company Similar projects work and Tar/Asphalt Road experience as the work tendered for i.e., Maintenance of asphalt surfaced/sealed roads, construction of asphalt/sealed roads, rehabilitation of roads. Signed appointment letter / works order / instruction note WITH corresponding fully completed and signed Metsimaholo reference form.</p> <ol style="list-style-type: none"> 1. At least two submissions must be from State/Government / SOE. 2. Each appointment/order/instruction must have a minimum value of R300,000.00, and this amount must apply per project and not cumulatively. 3. Where appointment letters are issued under a panel arrangement on an "as and when required" basis, such appointment letters must be accompanied by a formal instruction, work order or official order confirming that work was actually assigned and executed. 4. Appointment letter/order/instruction must be for the past ten years, counting from the closing date of the tender. <p>NB: Non-submission of a state above combination will render any submission for experience as nonresponsive and Zero (00) point will be allocated failure to submit at any points for experience.</p>	30																

	<table border="1"> <thead> <tr> <th>Description</th> <th>Points Allocation</th> </tr> </thead> <tbody> <tr> <td>Five and more similar projects completed successfully</td> <td>30</td> </tr> <tr> <td>Three to Four similar projects completed successfully</td> <td>20</td> </tr> <tr> <td>One to two similar projects completed successfully</td> <td>10</td> </tr> </tbody> </table>	Description	Points Allocation	Five and more similar projects completed successfully	30	Three to Four similar projects completed successfully	20	One to two similar projects completed successfully	10								
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3.	<p><u>Capacity to execute work.</u></p> <p>Infrastructure and Resources Available Plant & Tools.</p> <ul style="list-style-type: none"> • Provision of proof of ownership (i.e., Registration Document / Certification under the company name / Director/(s) name and signed confirmation letter for concrete cutter and steel compacting roller) • Leasing: Signed Letter of intent/ Agreement from Hiring Company. Letter of intent must list the plant to be hired in the Lessor's letterhead and must be signed. • <table border="1"> <thead> <tr> <th>Plant</th> <th>Points Awarded- if proof of owner attached</th> <th>Points Awarded- if Intent/ Agreement from Hiring Company</th> </tr> </thead> <tbody> <tr> <td>Asphalt / Concrete cutter</td> <td>6</td> <td>6</td> </tr> <tr> <td>Steel compacting roller</td> <td>8</td> <td>8</td> </tr> <tr> <td>TLB</td> <td>13</td> <td>13</td> </tr> <tr> <td>LDV</td> <td>13</td> <td>13</td> </tr> </tbody> </table>	Plant	Points Awarded- if proof of owner attached	Points Awarded- if Intent/ Agreement from Hiring Company	Asphalt / Concrete cutter	6	6	Steel compacting roller	8	8	TLB	13	13	LDV	13	13	40
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Asphalt / Concrete cutter	6	6															
Steel compacting roller	8	8															
TLB	13	13															
LDV	13	13															
	TOTAL	100															
Bidders must obtain a minimum of 75 points for functionality for further evaluation.																	

PART T1 TENDERING PROCEDURES

T1.2 Tender Data

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 42622 of 08 August 2019, Board Notice 423 of 2019. (See www.cidb.org.za).

The Standard Conditions of Tender 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 Standard Conditions of Tender.

T1.2.2 Tender Data

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender which follows this section (see Annex 1).

The additional conditions of Tender are:

Item Number	Tender Data
1.1	The Employer is, Metsimaholo Local Municipality
1.2	<p>The tender documents issued by the Employer comprise of:</p> <p>Part T1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p>Part T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>Part C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Forms of Securities</p> <p>Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities</p> <p>Part C3: Scope of Work C3.1 Description of the Works C3.2 Drawings C3.3 Project Specifications C3.4 Occupational Health and Safety Specifications</p>

	<p>Part C4: Site Information C4.1 Site Information C4.2 Drawings</p>
Clause Number	Tender Data
1.3	The tender document of the winning tenderer will become the contract document between the Employer and Contractor
1.4	<p>Communication and Employer's agent:</p> <p>Name : K Radebe Address : P.O. Box 60, Sasolburg, 1947 Tel No : 016 973 8326/7 E-Mail : Kgomotso.riba@metsimaholo.gov.za</p>
2.1	<p>Eligibility Criteria and Requirements CIDB Registration and Grading:</p> <ol style="list-style-type: none"> 1) Only tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2CE or Higher class of construction work, are eligible to submit tenders. 2) Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> i) Every member of the joint venture is registered with the CIDB; ii) The lead partner has a contractor grading designation in the 2CE or Higher class of construction work; and iii) The combined contractor grading designation calculated in accordance with the CIDB Regulation is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2CE or Higher class construction work. 3) Information to be submitted with the tender: The tenderer shall submit CV's of the key staff that will be employed to carry out this project, together with satisfactory evidence that such staff members satisfy the eligibility requirements.
2.7	The arrangements for the compulsory Clarification meeting are: N/A
2.13.	The tenderer must submit one tender offer only in a sealed envelope. The information that should be shown on the tenderer's offer package are: Tender reference number, Title of Tender/Description Closing date and time of the tender,
2.13.6	This tender will be submitted as a 1 envelope tender document
2.13.9	Refer to the Invitation to Tender for the closing time for submissions of the tender offers. No late submissions will be considered. Telephonic, telegraphic, telex, facsimile or emailed submission offers will not be accepted.
2.16	All Bids shall remain valid for a period of ninety (90) days after the time and date set for the opening of Bids, or until the tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the tenderer may be requested in writing, to extend the validity of this tender for a specific period. The written approval of the tenderer must then be received before the lapsing of the original validity period, in order to remain valid.
2.23	The Tenderer must provide the following with his submitted bid document.

	<ul style="list-style-type: none"> • Declaration of interest MBD 4 • MBD 6.1 Preference points claim form in terms of Preferential procurement regulations 2022 • Declaration of Bidder's past Supply Chain Management practices MBD 8 • Certificate of Independent Bid Determination MBD 9 • Certificate of Authority • Record of Addenda to tender document • Proposed Subcontractors • Plant and Equipment • Tenderer's Experience • Tenderer's Key Personnel
2.23	Failure to submit the required returnable schedules will deem the bid as non-responsive. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
3.4	Opening of tender submissions: Tenders will be opened in public. Tender names and total prices, where practical will be read out.
3.8	Tenders will be deemed non-responsive if the following conditions are not met: <ul style="list-style-type: none"> • The contractor's failure to comply with the pre-qualification criteria for preferential procurement. • The contractor's failure to meet the minimum qualifying score for functionality evaluation criteria for a tender • The contractor's failure to submit a proof of CIDB registration with the required grading and class of works.
3.11	The procedure for the evaluation of responsive tenders is: Functionality, price and specific goals Although quality does not determine the award, quality will be evaluated first (as outlined below) and if the tenderer does not meet the minimum quality criteria, he/she will be eliminated, and the tender will not be evaluated further.
3.11	Tenders are to be evaluated on the basis of an 80/20 system, 80 points for price and 20 points for Specific goals. The below mentioned criteria regarding Functionality are required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to "scope of work". Bid Criteria: Failure to comply with the following listed conditions will lead to non-compliance, bidders will be rejected after this phase and will not continue to the price scoring stage: 1. Failure to achieve the minimum total score of 75 points out of 100 points.

EVALUATION CRITERIA**4. PROPOSED ALLOCATION OF POINTS IN TERMS OF FUNCTIONALITY****PERSONNEL FORM**

PERSONNEL	NAME & SURNAME	ID NUMBER	QUALIFICATION	NO. OF YEARS OF EXPERIENCE
Site Agent				
Site Foreman				
Health and safety officer / Safety Agent/ Officer				

SATISFACTORY LETTER – A

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid MLM 18/2025/26 for the: **RE-ADVERTISEMENT -APPOINTMENT OF A PANEL OF MAXIMUM THREE (3) SERVICE PROVIDERS OF ASPHALT ROAD PATCHING WITHIN THE AREA OF METSIMAHOLO FOR ON AN AS-AND- WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS.**

Municipal / Client's Name	
Project Name	
Contract Number /Tender number / Order number	
Project value / Order amount	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
Was the service offered complying with the specifications? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
Will you recommend this supplier to anyone without reservations? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>

1. Name of authorized person: **Position** **Signature:**

Telephone: **E-mail:**

Date:

Completed on behalf of (Name of Institution)



***NB:** This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points*

2. Name of authorized person:

Position

Signature:

Telephone:

E-mail:

Date:

Completed on behalf of (Name of Institution)

.....

NB: This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points



NOTES:

- The verification of the functionality experience deadline will be a maximum of 5 working days.
- The bidder can obtain two referees or one for the completeness of the reference form. This is to assist the bidder to obtain responses on verification of functionality experience, if one referee is unable to respond then there is an option of a second referee. It is upon the bidder to request the client to complete both or only one person from the client.

NB: The municipality reserves the right to employ any other means of verification which they might deem fit to confirm the authenticity of the bidder's submission

SATISFACTORY LETTER – B

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid **MLM 17/2025/26** for the: **RE-ADVERTISEMENT -APPOINTMENT OF A PANEL OF MAXIMUM THREE (3) SERVICE PROVIDERS OF ASPHALT ROAD PATCHING WITHIN THE AREA OF METSIMAHOLO FOR ON AN AS-AND- WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS.**

Municipal / Client's Name	
Project Name	
Contract Number /Tender number / Order number	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
Was the service offered complying with the specifications? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
Will you recommend this supplier to anyone without reservations? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>

1. Name of authorized person: **Position** **Signature:**

Telephone: **E-mail:**

Date:

Completed on behalf of (Name of Institution)

.....

NB: This document must be completed in full by the referee and it to be included in the bid submission.

Failure to adhere to this requirement will result in the bidder not being allocated points.



2. Name of authorized person: Position Signature:

Telephone: E-mail:

Date:

Completed on behalf of (Name of Institution)



NB: This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points

NOTES:

- The verification of the functionality experience deadline will be a maximum of 5 working days.
- The bidder can obtain two referees or one for the completeness of the reference form. This is to assist the bidder to obtain responses on verification of functionality experience, if one referee is unable to respond then there is an option of a second referee. It is upon the bidder to request the client to complete both or only one person from the client.

NB: The municipality reserves the right to employ any other means of verification which they might deem fit to confirm the authenticity of the bidder's submission

SATISFACTORY LETTER – C

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid **MLM 18/2025/26** for the **RE-ADVERTISEMENT -APPOINTMENT OF A PANEL OF MAXIMUM THREE (3) SERVICE PROVIDERS OF ASPHALT ROAD PATCHING WITHIN THE AREA OF METSIMAHOLO FOR ON AN AS-AND- WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS.**

Municipal / Client's Name	
Project Name	
Contract number /Tender number / Order number	
Project value / Order amount	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
Was the service offered complying with the specifications? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
Will you recommend this supplier to anyone without reservations? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>

1. **Name of authorized person:** **Position** **Signature:**

Telephone: **E-mail:**

Date:

Completed on behalf of (Name of Institution)

.....

NB: This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.



2. Name of authorized person: Position Signature:

Telephone: E-mail:

Date:

Completed on behalf of (Name of Institution)



NB: This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points

NOTES:

- The verification of the functionality experience deadline will be a maximum of 5 working days.
- The bidder can obtain two referees or one for the completeness of the reference form. This is to assist the bidder to obtain responses on verification of functionality experience, if one referee is unable to respond then there is an option of a second referee. It is upon the bidder to request the client to complete both or only one person from the client.

NB: The municipality reserves the right to employ any other means of verification which they might deem fit to confirm the authenticity of the bidder's submission

T1.2.3 ANNEXURE C**STANDARD CONDITIONS OF TENDER**

(As contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement)

1. General**1.1 Actions**

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

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

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

1.3 Interpretation

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

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

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

- a) **Conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels

1.4 Communication and Employer's agent

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

1.5 Cancellation and Re-Invitation of Tenders

- 1.5.1 An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need the engineering and construction works specified in the invitation;
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received,
 - d) there is a material irregularity in the tender process.
- 1.5.2 The decision to cancel a tender invitation must be published in the manner in which the original tender invitation was advertised.
- 1.5.3 An employer may only with the prior approval of the relevant treasury, cancel a tender invitation for the second time.

1.6 Procurement Procedures

1.6.1 General

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

1.6.2 Competitive Negotiation Procedure

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

1.6.2.2 All responsive tenderers, or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data, shall be invited to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning

or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

1.7 The Employer's right to accept or reject any tender offer

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

1.7.2 The Employer may not be subsequent to the cancellation or abandonment of a tender process, or the rejection of all tenders offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

1.8 Tenderer's obligations

1.8.1 Eligibility

8.1.1 Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.

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

1.8.2 Cost of tendering

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

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

1.8.3 Check documents

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

1.8.4 Confidentiality and copyright of documents

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

1.8.5 Reference documents

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

1.8.6 Acknowledge addendums

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

1.8.7 Clarification meeting

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

1.8.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer **at least five (5) working days** before the closing time stated in the Tender Data.

1.8.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.

1.8.10 Pricing the tender offer

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

8.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

8.10.3 Provide rates and prices that are fixed for one (1) year and will be subjected to adjustment in accordance to CPI.

8.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data.

1.8.11. Alterations to documents

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

1.8.12 Alternative tender offers

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

8.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

1.8.13 Submitting a tender offer

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

- 8.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink
- 8.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 8.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 8.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 8.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 8.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 8.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 8.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

1.8.14 Information and data to be completed in all respects

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

1.8.15 Closing time

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

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

1.8.16 Tender offer validity

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

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

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

1.8.17 Clarification of tender offer after submission

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

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

1.8.18 Provide other material

8.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing

arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

1.8.19 Inspections, tests and analysis

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

1.8.20 Submit securities, bonds, policies, etc.

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

1.8.21 Check final draft

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

1.8.22 Return of other tender documents

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

1.8.23 Certificates

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

1.9 The Employer's undertakings

1.9.1 Respond to requests from the tenderer

9.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

9.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which

formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

1.9.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

1.9.3 Return late tender offers

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

1.9.4 Opening of tender submissions

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

9.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

9.4.3 Make available the record outlined in 9.4.2 to all interested persons upon request.

1.9.5 Two-envelope system

9.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and

place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

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

1.9.6 Non-disclosure

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

1.9.7 Grounds for rejection and disqualification

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

1.9.8 Test for responsiveness

- 9.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

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

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

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

1.9.9 Arithmetical errors, omissions and discrepancies

- 9.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- 9.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- 9.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- 9.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) 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.
 - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

1.9.10 Clarification of a tender offer

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

1.9.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

1.9.12 Insurance provided by the Employer

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

1.9.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

1.9.14 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and

c) other revisions agreed between the employer and the successful tenderer.

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

1.9.15 Complete adjudicator's contract

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

1.9.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

1.9.17 Provide copies of the contracts

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

1.9.18 Provide written reasons for actions taken

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

MBD 4

DECLARATION OF INTEREST

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

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

- 3.1 Full Name of bidder or his or her representative:.....
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:

CSD NUMBER:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

..... YES / NO

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

NB: If a supplier does not declare their interest correctly on the MBD4 Forms, then they will not be selected for any awards.

Should it come to light that a false declaration was made by the bidder after the municipality had awarded the bid, the contract must be immediately suspended and payments made, recovered. False declarations by bidders can be viewed as a criminal offence and charges must be laid by the municipality with the South African Police Services for further investigation. Details will be reported to Council at its next meeting and information contained in the Annual Report of the municipality.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 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 (LOCALITY)	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a

third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.**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)
Locality	20	

Points Allocation

Location	Points Allocation
Bidder that is within the boundaries of the Metsimaholo Local Municipality	20
Bidder that is within the boundaries of the Fezile Dabi District Municipality	15
Bidder that is within the boundaries of the Free State Province	10
Bidder that is Outside the boundaries of the Free State Province	05

Proof of locality

The following must be submitted for proof of locality:

- Municipal account in the name of the bidder not older than 90 days or
- A valid copy of lease agreement signed by both parties, where the bidder is the lessee, or
- SARS tax pin document
- An official letter from the bank or bank statement indicating the registered business address of the bidder
- Bidders from rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

MBD 8**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

Of : _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF AUTHORITY

This Returnable Schedule is to be completed by companies and close corporations.

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

A Company	C Joint Venture	E Close Corporation

A. Certificate for company

I,, managing director of the board of directors of, hereby confirm that by resolution of the board taken on 20....Mr/Mshas been duly authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:-

1..... ....	..... Managing director
2..... ....	..... Date

B. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed: Date:.....

Tenderer:

PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Local Subcontractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed:

Date:.....

Tendered:

PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed: Date:

Tendered:

TENDERER’S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number.	Description of contract / work and value	Value of work inclusive of VAT (Rand)	Date completed

Signed: Date:

Tenderer:

C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE (NOT APPLICABLE)

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: Appointment of a panel of three (3) service providers for Asphalt Road Patching within the area of Metsimaholo for a period of three (3) years on as and when required basis.

Tender No.: MLM 04/2024/25

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....Rand (in words)

R..... (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature Date

.....

Name

Capacity

for the tenderer

(Name and

.....

address of

.....

organization

.....

Name and signature of witness

ACCEPTANCE (TO BE COMPLETED BY EMPLOYER)

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer’s offer. In consideration thereof, the Employer shall pay the contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer’s offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature Date

Name

Capacity

for the Employer

Name and Date

Signature of witness

C1.2 FORM OF GUARANTEE (NOT APPLICABLE)

Contract No

WHEREAS **Metsimaholo Local Municipality** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....
.....

(hereinafter called “the Contractor”) on the day of
.20. . . ,

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

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

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

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

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

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

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

IN WITNESS WHEREOF this guarantee has been executed by us at

.....

on this day of 20

Signature

Duly authorized to sign on behalf of

.....

Address

.....

.....

As witnesses:

1

2

**C1.3 ADJUDICATOR’S AGREEMENT (NOT APPLICABLE)
(Pro Forma only)**

To be entered into when required

This agreement is made on the day of
between:

..... (name of company /
organisation)

of

...

.....
(address) and (name of company
/ organization)

of (address)

(the Parties) and

.....
(name)

of

.....

.....
(address)

(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract
dated

..... and known as.

.....

and these disputes or differences shall be/have been* referred to adjudication in
accordance with Clause 10.5 of the General Conditions of Contract and the Adjudicator
may be / has been* requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

1. The adjudication shall be conducted in accordance with the rights and obligations of the Adjudicator and the Parties as set out in the Procedure as per Clause 10.5 of the General Conditions of Contract.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.

3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.
6. The Adjudicator shall be paid at the hourly rate as determined by the parties in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
7. The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:
 - (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.
 - (b) Telegrams, telex, faxes, and telephone calls.
 - (c) Postage and similar delivery charges.
 - (d) Travelling, hotel expenses and other similar disbursements.
 - (e) Room charges.
 - (f) Charges for legal or technical advice obtained in accordance with the Procedure.
8. The Adjudicator shall be paid an appointment fee as determined by the parties. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 6 and/or item 7. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
9. Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
10. All payments, other than the appointment fee (item 8) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

Signed

by:

Name: _____

who warrants that he / she is
duly authorized to sign for
and on behalf of the first
Party in the presence of

Signed

by:

Name: _____

who warrants that he / she
is duly authorized to sign
for and behalf of the
second Party in the
presence of

Signed

by:

Name: _____

the Adjudicator in the
presence of

Witness

Name: _____

Address: _____

Date: _____

Witness:

Name _____

Address: _____

Date: _____

Witness:

Name: _____

Address: _____

Date: _____

PART C2 PRICING DATA

C2 - PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1.1 GENERAL PREAMBLE TO THE BILL OF QUANTITIES

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS 1200 and COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) as amended in the Scope of Works.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item as defined in the Standard Specification SABS 1200 Section 8 of each specification
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.

Lump sum: An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The prices and rates in the Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the Works described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
9. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
10. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the SABS 1200 applicable specification. The work scheduled payment should be referred to the applicable payment items in SABS 1200, which must receive preference to the reference given in the Schedule of Quantities or if any such reference is not indicated.
11. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the Works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such Works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done

by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

12. Payment for items, which are designated to be constructed labour-intensively (either in this schedule with an **M** or in the Scope of Works), will not be made unless they are constructed using labor-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

C2.1.2 Special payment conditions

This clause shall be read in conjunction with the 'Penalties' clause(s). Where the penalty clause shall always receive precedence over this clause, should it be found that duplicative financial corrective measures exist.

C2.1.2.1 Provided previously

The Contractor shall not re-execute works under this Contract where he has successfully executed works for the Employer under a previous contract(s) that comply with the requirements of this Contract. However, where applicable the Contractor shall: clearly state this in his qualifications; and still provide the associated rates and prices in the schedule in the associated line item but not calculate an associated amount. The Employer shall at his sole discretion decide to re-execute such works.

C2.1.2.2 Materials and equipment

The Employer shall not provide any works material and equipment, as this shall be provided by the Contractor and deemed to have been included in his provided activity rates or prices.

C2.1.2.3 Confined space

The Contractor shall note that work activities shall be executed within confined spaces, and it shall be deemed that allowance has been made in all activity pricing.

C2.1.2.4 Contract Price Adjustment

The effect of changes in prices or law on the amounts due shall be adjusted on the following basis:

- No price adjustment over the first 12-month period of the Contract.
- On the 12-month anniversary date of the signing of the agreement the rates shall be adjusted by twelve-month year on year CPI index

(as published in the monthly bulletin PO141.1 of statistics South Africa) ruling on the 12-month anniversary date of the signing of the contract.

C2.1.2.5 Preliminary and General

Preliminary and General items shall be limited to a maximum of twenty five percent (20%) of the total Contract Value.

C2.1.2.6 Contractor Appointment

Contractors will only be appointed for value of work in their CIDB grading category only.

C2.1.2.7 Rates Negotiation

Rates will be negotiated with the short-listed Tenderers.

PART C3 SCOPE OF WORK

BILL OF QUANTITIES

PRICING OF WORKS

Summary Bill of Quantities attached below.

BILL OF QUANTITIES: POTHOLE PATCHING AND EDGE REPAIRS				
ITEM	DESCRIPTION	UNIT	QUANTITY	AMOUNT
<u>SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
13.01	<u>Contractors' establishment on site and general obligations</u>			
	(a)(i) Patching team	Visit	1	R
	(ii) Saw Cutting Team	Visit	1	R
	(iii) Milling Team	Visit	1	R
Sub-Total Carried forward to Summary				R
<u>SECTION 1500: ACCOMODATION OF TRAFFIC</u>				
15.03	<u>Temporary traffic-control facilities</u>			
	(a) Flagman	Man-day	1	R
	(b) Portable STOP and GO/RV signs	No.	1	R
	(g) Road signs, TW-series	No.	1	R
	(h) Delineators DTG50J, size 800 mm x 200mm:			
	(i) Single sided	No.	1	R
	(ii) Mounted back to back	No.	1	R
	(j) Traffic cones (750mm high)	No.	1	R
	(l) Movable barricades/road sign combination, size 1800 x 300 and 900 dia.	No.	1	R
Sub-Total Carried forward to Summary				R
<u>SECTION 1800: DAY-WORKS</u>				
18,00	(a) TLB	Hr	1	R
	(b) 6 m ³ tipper truck	Hr	1	R
	(c) Site Manager	HR	1	R
	(d) Safety Officer	HR	1	R
	(e) General worker	Hr	1	R
	(f) Foreman	Hr	1	R
	(g) Pedestrian roller	Hr	1	R
	(h) Milling machine (min 1m wide)	Hr	1	R
	(i) Compaction Rollers	Hr	1	R
Sub-Total Carried forward to Summary				R

<u>SECTION 3900: PATCHING AND REPAIRING EDGE BREAKS</u>				
39.01	<u>Saw Asphalt or cemented pavement layers for patching</u>			
	(i) Not exceeding 50mm	m ²	1	R
	(ii) Exceeding 50mm but not 100mm	m ²	1	R
	(iii) Exceeding 100mm	m ²	1	R
	(a) Asphalt layers	m ²	1	R
39.03	<u>Backfilling of excavations for patching with</u>			
	<u>(a) Chemically stabilized using 3% cement</u>			
	(i) Not exceeding 5 m ³	m ³	1	R
	(ii) Exceeding 5 m ³ but not exceeding 100 m ³	m ³	1	R
	(iii) Exceeding 100 m ³	m ³	1	R
39.04	<u>Compacting the floor of the excavation for patching</u>	m ²	1	R
39.05	<u>Backfilling of excavations for patching:</u>			
	<u>Asphalt patching (Continuously graded-medium)</u>			
	(i) Not exceeding 1 m ²	m ²	1	R
	(ii) Exceeding 1 m ² but not exceeding 5 m ²	m ²	1	R
	(ii) Exceeding 5 m ² but not exceeding 10 m ²	m ²	1	R
Sub-Total Carried forward to Summary				R
SECTION 4100: PRIME COAT				
41.01	Prime coat:			
	(a) RTH 3/12P or RTL 3/12P	litre	1	R
	(b) Quick drying RTH 1/4P tar prime	litre	1	R
	(c) MC-30 cut-back bitumen	litre	1	R
	(d) MC-70 cut-back bitumen	litre	1	R
Sub- total Carried forward to Summary.				R

N.B. Bidders are required to complete all the items, failure which the bid will be eliminated.

SUMMARY		
SECTION	DESCRIPTION	AMOUNT
1300	Contractors' establishment on site and General Obligations	R
1500	Accommodation of traffic	R
1800	Dayworks	R
3900	Patching and repairing edge breaks	R
4100	Prime coat	R
	Day-works	R
SUB-TOTAL		R
VAT (15%) IF APPLICABLE		R
TOTAL		R

ANNUAL PRICE ESCALATION IN PERCENTAGE	
2 ND YEAR	%
3 RD YEAR	%

NB: The bidders are required to provide price escalations in percentages for 2nd year and 3rd year, where price escalation percentages are exorbitant, the escalation percentage will be negotiated to be within the market rate or CPI will be used if no agreement is reached.

C3 SCOPE OF WORK

STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS 1200 Standard Specifications, the Bill of Quantities or the Drawings, the Project Specification shall take precedence and prevail in the Contract.

C3.1 EMPLOYER'S OBJECTIVES

- The Employer's objective is to refurbish the existing asphalt road surfacing to improve and provide safe and reliable road network.
- The project must provide employment opportunities to the many unemployed people in the communities.

3.1.1 EXTENT OF THE WORKS

Appointment of maximum of three service providers for Road maintenance in the area of Metsimaholo local municipality on as when needed for period of three years.

3.1.2 LOCATION OF WORKS

The work is within in the Metsimaholo Local Municipality's jurisdiction.

C3.2 CONTRACT SPECIFICATION

3.2.1. BACKGROUND

Metsimaholo Local Municipality (MLM) seeks to procure a service provider(s) for work required in repairs and maintenance of Road works in the area of Metsimaholo local municipality when needed for the period of three years.

3.2.2 WORK SPECIFICATION

3.2.2.1 Applicable Standardized Specification

The standard specifications on which this contract is based are COLTO.

SECTION 1300: Contractor's Establishment on Site and General Obligations

SECTION 1500: Accommodation of Traffic

SECTION 1800: Dayworks

SECTION 3900:	Patching and repairing edge breaks
SECTION 4100:	Prime Coat

Notes to tenderer:

The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract.

Where reference is made to the General Conditions of Contract and sub-clauses thereof in the above-mentioned Standard Specifications, they refer to the appropriate edition of the 'General Conditions of Contract for Road and Bridge Works for State.

The General Conditions of Contract applicable to this contract are the "General conditions of contract for construction works 3rd edition 2015" and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

3.2.3 ACTIVITIES TO ACHIEVE THE OBJECTIVE

The Activities are as follows:

- Mark out the pothole's edges in a square or diamond shape.
- Use a pick and brush to chip away damaged material and thoroughly clean the area, removing all loose debris.
- Prepare the base by removing loose material from the gravel base.
- Apply a tack coat of bitumen to the pothole's base.
- Fill the area with hot or cold mix asphalt.
- Compact the new material thoroughly until it is level with the existing road surface.
- Clean any excess material from the tools and sealants with diesel after use.
- Submit a report after completion of each job done

3.2.4 TEMPORARY WORKS

The following items shall generally form the majority of temporary works required under this Contract, however, shall not be limited to such, and might be expanded or changed by the Employer should circumstances on site validate such decisions. These works will be as follows:

- Clearing site and surroundings to create accessible working areas as required;
- Setting out of the works by the contractor;

- Monitor and report levels as construction progresses;
- Manage all site staff and local labourers, plant, equipment and materials etc.
- Manage all required quality control procedures as specified and as instructed by Employer; and
- Provide all personnel, equipment, clothing, accessories etc. in order to adhere to the OHS Act.

The description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract. All works are envisaged to be constructed by labour-based techniques wherever practicable.

3.2.5 ACCOMODATION OF TRAFFIC

Temporary traffic control signs and devices employed daily in the accommodation of traffic along the route shall be erected on and removed from the site of the work daily as required and no such signs or devices shall be permitted to remain in place overnight, unless otherwise instructed by the Employer.

At least one lane per direction shall always be open to traffic. The contractor should ensure that all aspects of traffic accommodation are shown in the Construction Programme and shall also submit Method Statements and Plans to propose long and short term traffic accommodation.

3.2.6 OTHER PROVISIONS

- Any further requests of service shall be made through the Metsimaholo Local Municipality and shall be confirmed in writing as an addendum to these Terms of Reference.
- Any assignment pursued without prior approval of the Metsimaholo Local Municipality that is outside the scope of the initial approved contract shall not form part of these terms of reference.
- The submission's financial proposals should quantify the prize quoted in the pricing schedule.
- A Company profile with applicable references provided must prove previous experience in providing the specific service requested.

3.2.7 SPECIAL CONDITIONS

Tendering Requirements for Service Providers

To tender for this contract, Service Providers must submit:

- A completed tender form signed and dated.

- A detailed proposal outlining their approach, methodology, and timelines.
- A breakdown of costs, including all applicable taxes and fees.
- Relevant certifications, licenses, and proof of experience.
- A signed declaration of compliance with the contract terms and conditions.

Pricing Structure

The Service Provider shall provide a fixed-price quote for the defined scope of work, with the following components:

- Labour costs, including rates and hours.
- Material costs, including suppliers and quantities.
- Equipment costs, including rental or purchase.
- Transportation costs, including fuel and logistics.

NB:

THE SERVICE PROVIDER SHALL ALSO PROVIDE A SCHEDULE OF RATES FOR ANY ADDITIONAL OR VARIABLE WORKS THAT MAY ARISE DURING THE CONTRACT PERIOD.

SEE TABLE FOR REFERENCE.

ALL PRICES THAT ARE NOT SPECIFIC AND ITEMISED IN THIS CONTRACT WILL BE NEGOTIATED AND CHECKED AGAINST MARKET RELATED PRICES

1 GENERAL

3.4.1.1 Tender Document

This document is the pre-contract Health and Safety Specification which must be used by the Principal Contractor and Subcontractors appointed by the Principal Contractor to compile Health and Safety Plans for this project and forms part of the tender documentation.

The Principal Contractor and Subcontractors' particular attention is drawn to Section 1.2 of this specification whereby

“Upon award of the contract, the contractor is to assume and adopt the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.”

The health and safety specifications outlined herein must be taken into account and due allowance made within the pricing of appropriate items contained within the specification. Where the tenderer is of the opinion that a requirement is missing or is not

adequately specified then this shall be drawn to the Client / Client's Agent's attention during the tender period. In the absence of any direction to the contrary, the tenderer shall as part of the tender submission, set out the details of such discrepancy together with the costs associated therewith, separately identified and included within the tender figure.

3.4.1.2 Principal Contractor

The successful tenderer will on signing of the contract for: **appointment of mechanical support services company for Road Patching in the area of Metsimaholo local municipality on as when needed for period 3 years** be required to fulfil the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.

3.4.1.3 Start of Construction Phase

The construction phase shall not commence until the Principal Contractor's Health and Safety Plan was considered and approved by the Client / Client's Agent and Design Team. The Client / Client's Agent shall discuss and negotiate with the Principal Contractor the contents of the Health and Safety Plan submitted by the Principal Contractor before finally approving it for implementation.

The construction phase shall not commence until written permission is received from the Client / Client's Agent. In this respect the Client / Client's Agent may rely on the advice of the Design Team as to the adequacy and comprehensiveness of the Plan offered by the Principal Contractor.

In preparing their detailed Health and Safety Plan based on the relevant sections of this Health and safety Specifications supplied to them by the Client, Client's Agent, contractors must allow for the adoption of safe working procedures and co-ordinate and rationalize activities to avoid controllable hazards arising due to clashes of activities.

3.4.1.4 Subcontractors, Suppliers & Designers

The Principal Contractor shall ensure that all direct appointments in connection with this project include provisions for the compliance of his subcontractors, suppliers and designers, etc, with the relevant provision of the Occupational Health and Safety Act (Act 85 of 1993) and its Regulations, in particular the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.

3.4.1.5 Liaison

The Principal Contractor shall together with all his appointees, liaison with the Client / Client's Agent as required under the Regulations and agreed procedures for the transfer of relevant Information in respect of designs and in connection with the preparation of the Health and Safety File.

3.4.1.6 Advice

The tenderer shall, as part of the tender submission, indicate where advice will or may be required of the Client / Client's Agent in respect of the competence of the tenderer's designers and the adequacy of resources allocated or to be allocated by them.

3.4.1.7 Undertaking by Principal Contractor and Subcontractors appointed by the Principal Contractor

The Principal Contractor as well as Subcontractors appointed by him / her shall undertake in writing to ensure that the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and its Regulations, in particular the Construction Regulation of 2003 No. R 1010 and any amendments or re-enactments thereto are complied with. The attached Occupational Health and Safety provisions undertaking form for the Principal Contractor in Appendix 1 shall be completed and signed by the Managing Director of the company / firm awarded the tender.

3.4.1.8 Client's Occupational Health and Safety Agent:

Name: Molefi John Fusi or to be advised

Address: PO Box 60, Sasolburg, 1947

Tel: (016) 973 8420

Fax: (016) 973 2191

Mobile: 083 263 6854

C4. SITE INFORMATION

C4. SITE INFORMATION

4.1 SITE BOUNDARIES

The Contractor shall confine his activities to the area in the vicinity of designated sites, which is fenced and the actual boundaries of the site will be pointed out by the Project Manager. The Contractor shall not extend his activities outside the boundaries unless the Project Manager has specifically authorised the extension in writing

4.2 SITE ACCESS AND RESTRICTIONS

Permission as may become necessary shall be the responsibility of the Contractor to obtain.

Having been granted access to works areas by the Employer, other service authorities and private owners, the Contractor shall adhere to any agreed conditions of access and ensure the works area is left in a condition similar to when it was first accessed.

4.3 POSSESSION OF SITE

The written order to commence the work will be deemed to give the Contractor possession of the site. In the event of any portion of the work or completion of the contract being delayed due to the Employer delaying the Contractor in taking possession of the site, an extension of time may be allowed by the Project Manager. The Employer shall not be liable for any payment in respect of such delays.

4.4 ACCOMMODATION ON SITE

No housing is available. The Contractor's employees will not be allowed to be accommodated on the site.

The Contractor shall erect, maintain and remove on completion of the work, ample temporary offices and sheds to the Project Manager approval, for proper storage of perishable and other materials and for the use of the workmen.

4.5 LATRINES

The Contractor shall provide for the duration of the contract, latrine accommodation on the site in the form of chemical closets for the use of persons employed on the works. All latrine accommodation provided by the Contractor shall be efficient, sanitary and non-offensive and all sanitary fees payable to any local authority shall be paid by the Contractor.

4.6 ACCESS ROADS

The Contractor shall be liable for all unnecessary and unreasonable damage caused by his equipment and/or transport to the access roads and fences. The cost of repair and reinstatement of unnecessary and unreasonable damage to these roads and fences will be deducted from moneys due to the Contractor.

4.7 SERVICES ON SITE

A sufficient supply of water is available at a convenient point at the sites from which the Contractor shall be responsible for the distribution of water. The Contractor shall be entitled to use, for the purpose of carrying out the installation, such supplies of electricity and water as may be available on the sites, but shall provide, at his own expense, any apparatus necessary for such uses; no charge will be made for these facilities. The supply of electric power is limited to the use of small tools only (3 kVA); welding machines and similar equipment shall be engine driven. The actual supply of these services is not guaranteed. There is no compressed air available on the site.

4.8 SITE SECURITY

The sites are subject to strict security control and the Contractor and his work staff shall comply fully with any requirements imposed by the Employer's security personnel. Permits, issued by the Manager of the site, are required for admission to the sites and, before starting work on the sites, the Contractor shall make arrangements with the Engineer/Employer's representative for the issuing of the necessary permits for himself and his employees. For purposes of identification, all personnel will be required to carry their identity documents and shall show these, on request, either at entry to the Designated Pumping Station or within the Pumping Station site. The Contractor and his employees will be confined to the site, and the access roads listed above and action will be taken against anyone outside the prescribed areas.

4.9 CLEANING UP OF WORKS AND SITE

The Contractor shall maintain the whole of the site in a clean and orderly condition, to the satisfaction of the Engineer. On completion of the work the Contractor shall tidy up the site to the satisfaction of the Engineer; all temporary buildings shall be dismantled and removed; all surplus material, debris etc. shall be carted away and the whole site shall be left in a neat and orderly condition.

4.10 INDUCTION

The Contractor shall be responsible for acquainting him or herself with and attending any safety induction courses presented at the applicable sites.

The Contractor shall supply the following documentation to the Employer's Representative, which will be sent to the relevant sites prior to induction;

- ID copies of all the personnel that will be working on site,
- Valid Letter of Good standing (COID certificate) from the Workman Compensation,
- All the signed appointment letters as per construction regulation. E.g. Building work Supervisor, Scaffolding Inspector, Safety Officer /Representative, etc.
- Signature of the Engineer or the Employer's Representative in charge of the contract,
- Initials on each page by the Contractor in charge of the Contract,
- Tool list,
- Health and Safety plan, and Risk Assessment plan.

PART T2 RETURNABLE SCHEDULES

**BIDDER MUST USE THE ANNEXURE'S ATTACHED
HERETO TO INCLUDE THE REQUIRED RETURNABLE
DOCUMENTS**

**NB:None submission of this supporting documents may
lead to disqualification**

ANNEXURE A

Central Supply Database (CSD) Summary Report

ANNEXURE B

Company Registration Document

Certificate issued by Companies and Intellectual Property Commission

Proof of Identity Document (ID) Copy for a sole proprietorship must be attached /

Proof of Partnership Agreement for partnership must be attached.

ANNEXURE C

Joint venture agreement (If applicable)

ANNEXURE D

Latest Municipal rates and taxes account OR lease agreement for the COMPANY

ANNEXURE E

Latest Municipal rates and taxes account OR lease agreement for the DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

ANNEXURE F

CIDB Grading

2CE or Higher

ANNEXURE G

COIDA Certificate related to civil works must be attached.

**BIDDER MUST USE THE ANNEXURE'S ATTACHED
HERETO TO INCLUDE THE REQUIRED
RETURNABLE DOCUMENTS FOR FUNCTIONALITY**

**NB: None submission of this supporting
documents will lead to no points award**

ANNEXURE H

Capacity: Key members in the team

ANNEXURE I

EXPERIENCE OF THE COMPANY

Signed appointment letter / works order / instruction note WITH corresponding fully completed and signed Metsimaholo reference form.

ANNEXURE J

Capacity to execute work