

PHOKWANE LOCAL MUNICIPALITY



TENDER NO: PLM/TROA/2205 - 2026

DESCRIPTION: SUPPLY AND DELIVERY OF ROAD MAINTENANCE MATERIAL FOR A PERIOD OF 12 MONTHS AS AND WHEN REQUIRED.

Closing Date: 26 JUNE 2026 at 12:00 pm

Company	
Contact Person	
Telephone Number	
Email Address	
Tender amount (VAT inclusive)	
Delivery Date	

PHOKWANE LOCAL MUNICIPALITY



BID NOTICE AND INVITATION TO TENDER

TENDER NUMBER: PLM/TROA/2205 – 2026

SUPPLY AND DELIVERY OF ROAD MAINTENANCE MATERIAL FOR A PERIOD OF 12 MONTHS AS AND WHEN REQUIRED.

DESCRIPTION	BRIEFING SESSION	EVALUATION CRITERIA	CIDB GRADING	PRICE OF DOCUMENT	TECHNICAL ENQUIRIES	CLOSING DATE
Supply and delivery of road maintenance material for a period of 12 months as and when required.	No Briefing Session	80/200 80 – Price 20 – Specific goals Compliance and functionality Criteria inside tender document	N/A	R0.00	Mr L. Lepedi lepedi@phokwane.gov.za	26 June 2026

Phokwane Local Municipality invites bids from suitably qualified and experienced service providers for the above-mentioned tender.

Phokwane Local Municipality Supply Chain Policy and Preferential Procurement policy 2023 will apply, and bids will be evaluated in terms of the 80/20 points system as set out in the PPPFA. A maximum of 20 points (80/20 preference points system) will be allocated for specific goals. These goals are: Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability, 50% of the 20 points will be allocated to promote this goal. The other 50% of the 20 points will be allocated to promote the goal of Local labour and/ or promotion of enterprises located in the municipal area.

The Municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act 5 of 2000 as amended. Tenders will remain valid for 90 (ninety) days.

Bid Documents will be downloadable for free from the 22nd of May 2026 from the E-Tender portal at <https://www.etenders.gov.za/> or municipal website www.phokwane.gov.za. The bid document will not be printed or acquired from the SCM office.

Duly completed tender documents sealed in an envelope marked with the **Bid Name, Bid Number and Bid Description** are to be deposited into the tender box located on the ground floor at Phokwane Local Municipality, 24 Hertzog Street, Hartswater, 8570, by no later than 12h00 pm on the 26th of June 2026. Enquiries on technicalities may be directed to Mr L. Lepedi (053) 474 9700 and for supply chain matters to Mrs. M Viljoen at tel. (053) 474 9700 during office hours.

Please note that faxed, e-mailed or late submission will not be accepted.

Phokwane Local Municipality does not bind itself to accept the lowest or any tender, or to furnish any reason for the acceptance or rejection of a tender. The municipality reserves the right to appoint or not to appoint to lowest bidder in an event the bidder is below the market related rates.

This tender is drawn up in line with the Municipality's Supply Chain Management Policy.

Mr. Z Nikani
Municipal Manager

RETURNABLE DOCUMENTS CHECKLIST

The table below lists all documents required with this bid. Bidders are advised to tick each row and verify submission before depositing the bid.

Only the documents in SECTION A are treated as grounds for immediate disqualification (non-responsive bids) in terms of the Municipal Finance Management Act, No. 56 of 2003 (MFMA), the Municipal Supply Chain Management Regulations (GN 868 of 2005), Phokwane Local Municipality's SCM Policy, and National Treasury prescripts.

Documents in SECTION B are required to score functionality and/or claim preference points. A bidder who fails to submit a B-BBEE certificate will NOT be disqualified but will receive zero (0) preference points for that specific goal. Documents in SECTION C may be requested/verified after closing and before award in line with MFMA SCM Regulation 21(c) and National Treasury Circular MFMA No. 104.

No.	Required Document / Requirement	Status	Tick (X)
SECTION A: MANDATORY (Non-submission will result in disqualification)			
1	Signed and completed Form of Offer and Acceptance	MANDATORY	
2	Completed and signed Pricing Schedule — all pricing fields completed in non-erasable black ink	MANDATORY	
3	Completed and signed MBD 1 — Invitation to Bid	MANDATORY	
4	Completed and signed MBD 4 — Declaration of Interest	MANDATORY	
5	Completed and signed MBD 6.1 — Preference Point Claim Form (PPR 2022)	MANDATORY	
6	Completed and signed MBD 8 — Declaration of Bidder's Past SCM Practices	MANDATORY	
7	Completed and signed MBD 9 — Certificate of Independent Bid Determination	MANDATORY	
8	Completed Schedule 1A — Authority of Signatory (company resolution / power of attorney for JV / sole-proprietor certificate)	MANDATORY	
9	Completed Schedule 1B — Compulsory Enterprise Questionnaire	MANDATORY	
10	Proof of active registration on the National Treasury Central Supplier Database (CSD Report) showing MAAA number (NT Instruction 4A of 2016/17)	MANDATORY	
11	Valid SARS Tax Compliance Status (TCS) PIN — will be verified electronically by the Municipality on the SARS eFiling system	MANDATORY	
12	Municipal Rates & Taxes account (company and directors) not older than 3 months, or signed lease stating rates are included, or tribal-authority letter if rural — must not be in arrears for more than 3 months at award stage	MANDATORY	
13	Every page of the bid document initialed by the authorized signatory	MANDATORY	
14	In the case of a Consortium / Joint Venture: signed and dated JV Agreement specifying profit, liability and workshare	MANDATORY (if applicable)	
SECTION B: EVALUATION DOCUMENTS (Required for scoring of functionality and/or preference points)			
15	Company Experience (Attach certified appointment letter as well as completion certificate of relevant work done (Signed by client and/or Engineer, contractor)	FOR FUNCTIONALITY	

No.	Required Document / Requirement	Status	Tick (X)
	Attach a list contactable reference		
14	Proof of ability to transport required items as listed (Attach the proof of ownership (registration documents) or signed letter of intent for all plant from plant hire company)	FOR FUNCTIONALITY	
15	Financia Standing/Ability to execute the Project (Attach proof of Bank Rating from a registered bank)	FOR FUNCTIONALITY	
16	Delivery Time (Commitment letter from the manufacturer.	FOR FUNCTIONALITY	
17	B-BBEE Status Level Verification Certificate or sworn affidavit (only for preference-point claim — non-submission does NOT disqualify; zero preference points will be awarded)	FOR PREFERENCE POINTS ONLY	
SECTION C: PRE-AWARD / VERIFICATION (These may be verified by the Municipality after closing — non-submission does not automatically disqualify, but failure to produce before award will disqualify)			
18	Certified copies of Identity Documents of all directors / members / partners (certification not older than 3 months)	VERIFIED AT AWARD	
19	CIPC Company / Close Corporation registration documents	VERIFIED AT AWARD	
20	Valid Letter of Good Standing from the Compensation Fund (COIDA)	VERIFIED AT AWARD	
21	Banking details confirmation (bank-stamped letter or cancelled cheque)	VERIFIED AT AWARD	

DECLARATION BY BIDDER

I, the undersigned, confirm that I have read and understood the requirements of this tender and have attached all the documents as ticked above.

Signature: _____ Date: _____

Name (print): _____ Capacity: _____

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BID SPECIFICATIONS

SPECIFICATIONS OF SUPPLY AND DELIVERY OF ROAD MAINTENANCE MATERIAL FOR A PERIOD OF 12 MONTHS AS AND WHEN REQUIRED.

SCOPE

The Contract entails the supply road material to the Municipality for roads and other related projects for the period of 12 months as and when required.

DETAILS OF THE CONTRACT AND RATES

This contract involves the supply of road material to the Municipality for roads and other related projects for the period 12 months as and when required. The bidder shall provide a complete list of products which he considers could provide in all the civil construction needs of the municipality.

All products offered by the bidder shall, where SANS or another standard specification exists, be manufactured in accordance with such specification.

The Bidder must offer the following items:

- i) Anionic stable SS 60% emulsion
- ii) 100% All weather cold mix asphalt
- iii) Cold mix asphalt wearing course in bulk
- iv) Hot premix asphalt wearing course in bulk
- v) G2 gravel material
- vi) G5 gravel material
- vii) River sand

Phokwane Local Municipality intends to procure the bitumen products at average quantities, as needed. The Bidder must offer all of the items as set out in the tender.

DELIVERIES

The Bidder shall indicate to the client his delivery periods. The deliveries will be strictly within 7 working days after the receipt of order. Failure to comply with this condition will result in the cancellation of the order.

The delivery and offloading of the required items will be the responsibility of the successful bidder. The successful bidder must use a suitable delivery vehicle for this purpose and must use suitable trained staff to ensure safe offloading.

QUALITY

The supplying of goods (road building materials) should comply with the standard specification. The tenderer shall supply the SANS certificate on demand. The Municipality reserve the right to request any relevant test for material. The Municipality may at any given time select a sample and request the service provider to test the sample. The service provider will be requested to submit three quotations from independent accredited test laboratories and the municipality will select one and the service provider will be liable for the test cost and the cost may be claimed back from the Municipality only if the material tested complies. The cost payable will strictly be as per the approved quote at no mark-up.

Aggregate for bituminous product should fall within the following properties:

Sieve Size (mm)	Percentage passing by mass					
	Fine grade			Medium grade		
	6,7			100		
4,75	100			82 - 100		
2,36	90 - 100			56 - 95		
1,18	65 - 95			37 - 75		
0,6	42 - 72			22 - 50		
0,3	23 - 48			15 - 37		
0,15	10 - 27			7 - 20		
0,075	4 - 12			4 - 12		
Appropriate layer thickness (mm)	25	30	75 (top part)	40	50	75 (bottom part)

SCHEDULE OF QUANTITIES

ITEM	DESCRIPTION	UNIT	RATE /TON/ KG/ LITRE (VAT EXCL) DELIVERY INCLUDED
1.1	ANIONIC STABLE SS 60% EMULSION	220 litres	
1.2	100% ALL WEATHER COLD MIX ASPHALT BAG SIZE: 25kg preferred	25 kg	
1.3	COLD MIX ASPHALT WEARING COURSE IN BULK – NOT IN BAGS	Ton	
1.4	HOT PREMIX ASPHALT WEARING COURSE (TPA Fine)	Ton	
1.5	HOT PREMIX ASPHALT WEARING COURSE (TPA Medium)	Ton	
1.6	G5 Gravel Material	m ³	
1.7.	G2 Gravel Material	m ³	
1.8	River Sand	m ³	
		Subtotal	
		Vat @ 15%	
		Total	

*All deliveries in respect to the COLD MIX AND HOT PREMIX ASPHALT WEARING COURSE and gravel material shall be made as per order.

As bitumen products price are affected by the rise and fall of fuel the contractor will be allowed to do a price adjustment. A letter should be submitted to the municipality explaining what standard procedure and showing the formula used for the price adjustment.

- The municipality reserves the right to amend the quantities at its discretion to meet the budget limitations.
- The municipality reserves the right to reject material if it is not happy with the quality of material.

Signature of person authorised to sign the tender:

EVALUATION CRITERIA

This bid will be evaluated in accordance with Section 217 of the Constitution of the Republic of South Africa, the Preferential Procurement Policy Framework Act, No. 5 of 2000 (PPPFA), the Preferential Procurement Regulations, 2022 (effective 16 January 2023), the Municipal Finance Management Act, No. 56 of 2003 and the Municipal SCM Regulations (GN 868 of 2005), as well as Phokwane Local Municipality's Supply Chain Management Policy.

5.2 STAGE 1 — FUNCTIONALITY EVALUATION

Only bids that passed Stage 1 will proceed to functionality evaluation. The minimum qualifying functionality threshold is 70 points out of 100 (70%). Bids scoring below 70% will not proceed to Stage 2.

FUNCTIONALITY CRITERIA

ITEM NO	FUNCTIONALITY	REQUIREMENT	POINTS
1	<p>Company Experience</p> <ul style="list-style-type: none"> • 1 – 2 projects with exact or similar work = 15 Points • 3 – 4 projects with exact or similar work = 30 Points • 5 or more projects with exact or similar work = 50 Points 	<ul style="list-style-type: none"> ▪ List and attach proof of five (5) projects of exact or similar work with Value of work (Inclusive of VAT) ▪ Attach certified appointment letter as well as completion certificate of relevant work done (Signed by client and/or Engineer, contractor) ▪ Attach a list contactable reference 	50
2	<p>Provide proof of ability to transport required items as listed</p> <ul style="list-style-type: none"> ▪ 1 (8-to-24-ton truck) = 15 Points ▪ 2 and more (8 – 24-ton truck) = 30 Points 	<ul style="list-style-type: none"> ▪ Attach the proof of ownership (registration documents) or signed letter of intent for all plant from plant hire company. 	30

PLM: Supply and delivery of road maintenance material for a period of 12 months as and when required.

3	Financial Standing/Ability to execute the Project <ul style="list-style-type: none"> • Code A = 10 Points • Code B = 8 Points • Code C = 6 Points 	<ul style="list-style-type: none"> • Bidders must submit Bank Rating (Proof from a registered financial institution must be attached in order to claim points) 	10
4	Delivery Time <ul style="list-style-type: none"> • 7 days upon receiving an official order = 10 Points • More than 7 days upon receiving an official order = 5 Points 	<ul style="list-style-type: none"> • Commitment letter from the manufacturer. 	10
TOTAL			100

Only bidders who score 70 points or more for Functionality will be further evaluated on Price and Specific goals.

FORM OF OFFER AND ACCEPTANCE

CONTRACT NO: PLM/TROA/2205-2026

SUPPLY AND DELIVERY OF ROAD MAINTENANCE MATERIAL FOR A PERIOD OF 12 MONTHS AS AND WHEN REQUIRED.

OFFER

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

SUPPLY AND DELIVERY OF ROAD MAINTENANCE MATERIAL FOR A PERIOD OF 12 MONTHS AS AND WHEN REQUIRED.

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all 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 FOR THE 12 MONTHS CONTRACT 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(s): _____

Name(s): _____

Capacity: _____

For (Name and address of organisation): _____

Name and signature of witness: _____

Date: _____

PLM: Supply and delivery of road maintenance material for a period of 12 months as and when required.

ACCEPTANCE

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 the Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract are within the Tender Document.

The Tenderer shall, within two (2) 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 other documentation to be provided in terms thereof.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document. Unless the Tenderer (now Service Provider) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why it cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

For and on behalf of Phokwane Local Municipality:

Signature: _____

Name: _____

Capacity: _____

Phokwane Local Municipality, 24 Hertzog Street, Hartswater, 8570

Name and signature of witness: _____

Date: _____

PLM: Supply and delivery of road maintenance material for a period of 12 months as and when required.

MBD 1 – INVITATION TO BID

INVITATION TO SUBMIT BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PHOKWANE LOCAL MUNICIPALITY.			
BID NUMBER:	PLM/TROA/2205-2026	CLOSING DATE:	26 JUNE 2026
		CLOSING TIME:	12H00 PM
DESCRIPTION	SUPPLY AND DELIVERY OF ROAD MAINTENANCE MATERIAL FOR A PERIOD OF 12 MONTHS AS AND WHEN REQUIRED.		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7.1)			

The BID should be clearly marked: PLM/TROA/2205-2026

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:		AND CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
---	--	--	--

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SUPPLY CHAIN MANAGEMENT	DEPARTMENT	TECHNICAL SERVICES
CONTACT PERSON	M. VILJOEN	CONTACT PERSON	L. LEPEDI

PLM: Supply and delivery of road maintenance material for a period of 12 months as and when required.

TELEPHONE NUMBER	0534749700	TELEPHONE NUMBER	0534749700
E-MAIL ADDRESS	marinda@phokwane.gov.za	E-MAIL ADDRESS	lepedi@phokwane.gov.za

PART B
TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

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.

FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES 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.

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SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PLM: Supply and delivery of road maintenance material for a period of 12 months as and when required.

MBD 2 — TAX COMPLIANCE STATUS

It is a condition of this bid that:

- The tax matters of the successful bidder must be in order, or a satisfactory arrangement must have been made with the South African Revenue Service (SARS) to meet its tax obligations.
- Bidders must obtain a Tax Compliance Status (TCS) PIN from SARS eFiling. The Municipality will verify the bidder's tax-compliance status electronically using this PIN on the SARS eFiling system.
- In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate TCS PIN.
- Failure to submit a TCS PIN, or a finding of non-compliance on verification, will result in the bid being disqualified at the award stage.

1. Name of taxpayer / bidder	
2. Trading name	
3. Identification Number (sole proprietor)	
4. Company / CC / Trust Registration Number	
5. Income Tax Reference Number	
6. VAT Registration Number (if applicable)	
7. PAYE Employer Registration Number (if applicable)	
8. TAX COMPLIANCE STATUS (TCS) PIN	

Signature: _____ Date: _____

Name (print): _____ Capacity: _____

Name of Bidder: _____

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MBD 4 – DECLARATION OF INTEREST

DECLARATION OF INTEREST	
1.	No bid will be accepted from persons in the service of the state.
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating 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 / her representative:
3.2	Identity Number:
3.3	Position occupied in the Company (director, trustee, shareholder ²):
3.4	Company Registration Number:
3.5	Tax Reference Number:
3.6	VAT Registration Number:
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) 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:
¹ MSCM Regulations: “in the service of the state” means to be – (a) a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces; (b) a member of the board of directors of any municipal entity; (c) an official or any Municipality or municipal entity;	

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- (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 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 exercise control over the company.

<p>3.9</p> <p>3.9.1</p>	<p>Have you been in the service of the state for the past twelve months?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>
<p>3.10</p> <p>3.10.1</p>	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>
<p>3.11</p> <p>3.11.1</p>	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>
<p>3.12</p> <p>3.12.1</p>	<p>Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>
<p>3.13</p>	<p>Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p>	<p>YES / NO</p>

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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

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

PLM: Supply and delivery of road maintenance material for a period of 12 months as and when required.

MBD 6.1 – PREFERENCE POINT CLAIM (PPR 2022)

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

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

NB: BEFORE COMPLETING THIS FORM, 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 all bids:

- 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 a) The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

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

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

2. DEFINITIONS

“**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;

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“price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

“rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

“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

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2 POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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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.

Phokwane Local Municipality has identified the following specific goals for this tender:

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)
Specific Goal 1 — Local Economic Development (maximum 10 points)		
Registered office within the boundaries of Phokwane Local Municipality: 10 points	10	
Within Frances Baard District (but outside Phokwane): 7 points	7	
Within Northern Cape Province (but outside Frances Baard): 4 points	4	
Outside Northern Cape Province: 2 points	2	
Specific Goal 2: Woman ownership of a company (Max 5 points)		
100% Woman ownership	5	
31% - 50 % Woman ownership	3	
Less than 30% Woman ownership OR no valid evidence submitted	0	
Specific Goal 3: Youth ownership (Max 5 points)		
100% Youth Ownership	5	
31% - 50 % Youth Ownership	3	
Less than 30% Youth Ownership OR no valid evidence submitted	0	

Notes to complete table for specific goals:

THE FOLLOWING DOCUMENTS MUST BE ATTACHED AS PROOF OF THE POINTS CLAIMED.

Goal 1: Locality of supplier. Tenderers should complete one relevant row for points claimed.

- The municipal rates and taxes statement, which is in the name of the company, not older than three (3) months; or
- The Clearance Certificate issued by the bidding companies' local municipality, which is in the name of the company, not older than three (3) months; or
- The completed Municipal Form with either the stamp of the municipality or the landlord, which is in the name of the company, not older than three (3) months or

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- An official letter which is in the name of the company from the local tribal authority, not older than three (3) months; or
- A valid signed lease agreement which is in the name of the company, that clearly shows the business address (not expired at closing date), accompanied by tax invoice/statement of account from the estate agent / landlord not older than three (3) months); or
- If the municipal rates and taxes statement is in the Landlord's or Director's name an affidavit certified by the commissioner of oaths must be attached indicating that the company/enterprise is operating from the stated address, accompanied by their municipal rates and taxes statement (not older than three (3) months).

Goal 2: - Women Ownership. Tenderers should complete one relevant row for points claimed.

- Certified Copy of ID.
- Certified Copy of CK certificate (issued by CIPC).

Goal 3: Youth Ownership. Tenderers should complete one relevant row for points claimed.

- A tenderer must submit a copy of their CIPC company registration and /or shareholder certificate as proof, which shows ownership or share certificate documents and ID of owners. The youth owners should be less than 35 years at the time of submission of tender to claim these points.

NB: If no proof is attached the tenderer will not be awarded the points claimed.

4.3 DECLARATION WITH REGARD TO COMPANY/FIRM

Name of firm:		
VAT Registration number:		
Company / CC / Trust registration number:		
Type of firm (tick one):	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole proprietor / One-person business <input type="checkbox"/> Close Corporation <input type="checkbox"/> Listed company <input type="checkbox"/> Private company (Pty) Ltd <input type="checkbox"/> Trust	
Principal business activity:		
Municipal Information	Municipality where business is situated:	
	Registered Account Number:	
	Stand Number:	

4.4 Total number of years the company/firm has been in business:

4.5 I/We, 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:

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

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- 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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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:		
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:		

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4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION MBD 8

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

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. takes 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.
5. 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.
6. 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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

PLM/TROA/2205 – 2026: SUPPLY AND DELIVERY OF ROAD MAINTENANCE MATERIAL FOR A PERIOD OF 12 MONTHS AS AND WHEN REQUIRED.

:

(Bid Number and Description)

In response to the invitation for the bid made by:

PHOKWANE LOCAL MUNICIPALITY

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)

I have read and I understand the contents of this Certificate;

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

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;

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:
has been requested to submit a bid in response to this bid invitation;
could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience;
and
provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

prices;

geographical area where product or service will be rendered (market allocation)

methods, factors or formulas used to calculate prices;

the intention or decision to submit or not to submit, a bid;

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the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.

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.

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.

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.

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 1A — AUTHORITY OF SIGNATORY

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

- A. Company (Private or Public)
- B. Partnership
- C. Joint Venture / Consortium
- D. Sole Proprietor
- E. Close Corporation
- F. Trust

A. Certificate for a Company

I, _____, chairperson of the board of directors of _____, hereby confirm that by resolution of the board (copy attached) taken on _____ 20____, Mr/Mrs _____ acting in the capacity of _____ was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness: 1. _____ 2. _____

Chairperson: _____ Date: _____

B. Certificate for a Partnership

We, the undersigned, being the key partners in the business trading as _____, hereby authorise Mr/Mrs _____ acting in the capacity of _____ to sign all documents in connection with the tender for Contract PLM/TROA/2205-2026 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate must be completed and signed by all key partners.

C. Certificate for a Joint Venture / Consortium

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs _____, authorised signatory of the company _____ acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract **PLM/TROA/2205-2026** and any contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

D. Certificate for a Sole Proprietor

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

As witness: 1. _____ Signature of sole owner: _____

E. Certificate for a Close Corporation

We, the undersigned, being the key members in the business trading as _____, hereby authorise Mr/Mrs _____ acting in the capacity of _____ to sign all documents in connection with the tender for Contract **PLM/TROA/2205-2026** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate must be completed and signed by all key members.

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F. Certificate for a Trust

I/We, the undersigned trustee(s) of _____ Trust (Trust No: _____), hereby authorise Mr/Mrs _____ to sign all documents in connection with this tender and any contract resulting from it on behalf of the Trust.

A certified copy of the Letter of Authority issued by the Master of the High Court is attached.

Signatures of all trustees:

1. _____ 2. _____

3. _____ 4. _____

SCHEDULE 1B — COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Enterprise details

Name of enterprise	
Contact person	
Email	
Telephone	
Cell phone	
Fax	
Physical address	
Postal address	
CSD (MAAA) registration number	
Company / CC / Trust registration number	
Income Tax Reference number	
VAT Registration number (if any)	
PAYE registration number (if any)	
B-BBEE Status Level (if claiming)	

Section 2: Particulars of Principals

'Principal' means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act, No. 71 of 2008, or a member of a close corporation registered in terms of the Close Corporations Act, No. 69 of 1984, or a trustee of a trust.

Full name of Principal	Identity Number	Personal income tax number	% Shareholding

Attach certified copies of Identity Documents (certification not older than 3 months).

Section 3: Banking Details

Bank name and branch	
Branch code	
Bank account number	
Type of account (Current / Savings / Transmission)	
Name of account holder	

Attach a bank-stamped letter or cancelled cheque.

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Signature: _____ Date: _____

Name (print): _____ Position: _____

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GENERAL CONDITIONS OF CONTRACT

NOTES The purpose of this document is to:

- i. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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General Conditions of Contract	
1. Definitions	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7. "Day" means calendar day.</p> <p>1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10. "Delivery into consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14. "GCC" means the General Conditions of Contract.</p> <p>1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21. "Purchaser" means the organization purchasing the goods.</p> <p>1.22. "Republic" means the Republic of South Africa.</p> <p>1.23. "SCC" means the Special Conditions of Contract.</p> <p>1.24. "Services" means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>

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4. Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection	<p>The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	<p>7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>(b) an cashier's or certified cheque.</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instruction ordered by the purchaser.</p>
10. Delivery and documents	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12.	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

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Transportation	
13. Incidental Services	<p>13.1. The provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or commissioning of the supplied goods; b. furnishing of tools required for assembly and/or maintenance of the supplied goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; d. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and e. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
14. Spare parts	<p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Contract amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19. Assignment	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
20. Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
21. Delays in the supplier's performance	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the</p>

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	<p>supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, Provincial department or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
22. Penalties	<p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
23. Termination for default	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>a. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>b. if the supplier fails to perform any other obligation(s) under the contract; or c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first- mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>i. the name and address of the supplier and / or person restricted by the purchaser; ii. the date of commencement of the restriction;</p> <p>iii. the period of restriction; and iv. the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
24. Anti-Dumping and countervailing duties and rights	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti- dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
25. Force Majeure	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>

26. Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of disputes	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and b) the purchaser shall pay the provider any monies due the supplier.
28. Limitation of liability	28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIPP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchase may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

CERTIFICATION

PLM: Supply and delivery of road maintenance material for a period of 12 months as and when required.

I, THE UNDERSIGNED (FULL NAME)

.....
CERTIFY THAT I HAVE READ AND UNDERSTOOD THE GENERAL CONDITIONS OF CONTRACT.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PROOF OF CSD REGISTRATION

Attach document to this page

Name of Tender: Date:.....

Signature: Position:

Full Name of signatory:

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TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

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PROOF OF CURRENT MUNICIPAL RATES, TAXES AND CHARGES

Attach document to this page

Name of Tender:	Date:.....
Signature:	Position:
Full Name of signatory:	

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CERTIFIED COPIES OF IDENTITY DOCUMENTS OF MEMBERS/ SHAREHOLDERS / DIRECTORS OF THE COMPANY (ORIGINAL STAMP NOT OLDER THAN 3 MONTHS)

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

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VALID CIPC DOCUMENTS / COPIES OF COMPANY REGISTRATION DOCUMENTS

Attach document to this page

Name of Tender:	Date:.....
Signature:	Position:
Full Name of signatory:	

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BBBEE CERTIFICATE – ONLY THE FOLLOWING ORIGINAL BBBEE CERTIFICATES AND / OR CERTIFIED COPY OF BBBEE CERTIFICATES WILL BE ACCEPTED AND MUST BE ATTACHED. IRBA, SANAS OR SWORN AFFIDAVIT. (NO POINTS WILL BE CLAIMED WITHOUT BBBEE CERTIFICATE).

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

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PROJECT TEAM

CV'S AND QUALIFICATIONS OF THE PROJECT TEAM (IF APPLICABLE)

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

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PROJECT EXPERIENCE *(If applicable)*

LIST OF SIMILAR PROJECTS COMPLETED WITH REFERENCE NUMBERS

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

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ATTACH PROOF OF JOINT VENTURE AGREEMENT

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

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