

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.



**TENDER REFERENCE:
ROC 03 2025/ 26**

TENDER FOR THE RESURFACING AND REFURBISHMENT OF ALL WEATHER HARD SURACES AT VARIOUS SPORT FACILITIES IN THE CITY OF TSHWANE, AS AND WHEN REQUIRED, FOR A 3 YEAR PERIOD.

VOLUME 1

A Tender for category 3CE or higher CIDB registered contractors

ISSUED BY:	PREPARED BY:
The Divisional Head Supply Chain Management Unit Tshwane House 320 Madiba Street Pretoria CBD 0002 Tel: 012 358 6070	The Group Head Regional Operations and Coordination P O Box 440 PRETORIA 0001 Tel: (012) 358 4041

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Contact Person:	CoT Vendor No (Where Applicable):
Tel. No:	E-Mail Address:
Cell No:	Fax No:

**ONLY BIDDERS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD) AND WITH A CSD NUMBER WILL BE CONSIDERED FOR THIS TENDER, AS THIS IS A REQUIREMENT FROM THE NATIONAL TREASURY.
“NOTE: BIDDERS ARE REQUIRED TO SUBMIT ELECTRONIC COPIES OF THE BID BY MEMORY STICK/USB.**

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PORTION 1: TENDER

PART T1: TENDER PROCEDURES

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ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

T1.1 TENDER NOTICE AND INVITATION TO TENDER

THIS TENDER IS NOT AVAILABLE ON THE INTERNET

**ROC 03 2025/ 26
CITY OF TSHWANE
REGIONAL OPERATIONS & COORDINATION**

**TENDER FOR THE RESURFACING AND REFURBISHMENT OF ALL-WEATHER HARD SURFACES
AT VARIOUS SPORT FACILITIES IN THE CITY OF TSHWANE, AS AND WHEN REQUIRED, FOR A 3-
YEAR PERIOD.**

Tenders are hereby invited for the above work.

Tenderers should have a Construction Industry Development Board CIDB contractor grading designation of 3CE or higher.

Tenders will be evaluated on the basis of awarding points for specific goals for the Construction Charter Scorecard and quality of the tenderer. The 80/20 Preference Point System will be applied to all tenders.

Tender documents are downloadable on National Treasury e-tender website (www.etenders.gov.za) and the City's Website (www.tshwane.gov.za).

The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender.

Compulsory briefing session

Venue: Eersterust Civic Centre, Cnr PS Fourie Drive and Hans Coverdale Road Eersterust.

Date: 5 May 2026 at 10:00

The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept any tender as a whole or in part or no tender.

Tenders must remain valid for a period of 90 days after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality.

The closing time for receipt of tenders is **26 MAY 2026 AT 10:00** Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the Divisional Head, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001 and must be submitted in the tender box situated at the City of Tshwane: Supply Chain Management, Tshwane House, 320 Madiba Street, Pretoria CBD, 0002. Tenders will be opened at the latter address at the time indicated.

ENQUIRIES: Project Coordinator Wouter Koekemoer
Tel (Office): 012- 358 1496
E-Mail: wouterk@tshwane.gov.za

SUPPLY CHAIN EQUIRIES: Contact: Relebogile Malatswane
Telephone: 012 358 4221
E mail: RelebogileM@tshwane.gov.za

Mr Johann Mettler
CITY MANAGER

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.2

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER	TENDER DATA
C.1.1 Actions	The Employer is City of Tshwane Metropolitan Municipality
C.1.2 Tender Documents	<p><u>Volume 1: Tender Document</u></p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 – Tender data</p> <p>T1.2 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 – List of returnable documents</p> <p>T2.2 – Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>C1.3 – Health and safety agreement</p> <p>C1.4 – Adjudicators contract</p> <p>Part C3: Scope of work</p> <p>C3 – Scope of work</p> <p>Part C4: Site information</p> <p>C4 – Additional information</p>
C.1.3 Interpretation	Add the following new clause:
C.1.3.4	<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4 Communication and Employer's Project Coordinator and Deputy Directors (Regional Project Managers)/ Employer' Agent(s)	<p>ROC Department Project Coordinator: Wouter Koekemoer (WouterK@TSHWANE.GOV.ZA)</p> <p>Employer's Deputy Directors (Regional Project Managers):</p> <p>Region 1: Patrick M. Kgasoe (PatrickKg@TSHWANE.GOV.ZA)</p> <p>Region 2: Trudie Conway (TrudieC@TSHWANE.GOV.ZA)</p> <p>Region 3: Konrad Dillman (KonradD@TSHWANE.GOV.ZA)</p> <p>Region 4: Pierre van der Merwe (PierrevdM@TSHWANE.GOV.ZA)</p> <p>Region 5: Kenneth M. Phakoago (KennethPh@TSHWANE.GOV.ZA)</p> <p>Region 6: Fanyana Mokoena (FanyanaM@TSHWANE.GOV.ZA)</p> <p>Region 7: Matshepo Makena (MatshepoM@TSHWANE.GOV.ZA)</p> <p>* Deputy Director means the person appointed as the Deputy Director/ Regional Project Manager responsible for this function in the respective Region or the person appointed to act on his/her behalf is a delegate of the</p>

period.

CLAUSE NUMBER	TENDER DATA														
	Regional Head with the responsibility to ensure that the terms and conditions stipulated in the tender are honoured by the Tenderer.														
C.2.1 Eligibility	<p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <u>3CE or higher class of construction work</u>, are eligible to submit tenders.</p> <p>1. STAGES OF EVALUATION</p> <p>This tender will be evaluated in the following three stages:</p> <p>Stage 1: Administrative Compliance Stage 2: Mandatory Requirements Stage 3: Functionality Criteria Stage 4: Preferential point system</p> <p>STAGE 1: ADMINISTRATIVE COMPLIANCE</p> <p>All the proposals will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents. Service providers that comply with all the Stage 1 requirements will be evaluated against the mandatory requirements as set out in Stage 2.</p> <table border="1" data-bbox="502 1081 1447 2040"> <thead> <tr> <th data-bbox="502 1081 940 1227">Compulsory Returnable Documentation (Submission of these are compulsory)</th> <th data-bbox="940 1081 1110 1227">Submitted (YES or NO)</th> <th data-bbox="1110 1081 1447 1227">Checklist (Guide for Bidder and the Bid Evaluation Committee)</th> </tr> </thead> <tbody> <tr> <td data-bbox="502 1227 940 1529">a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> • Tax compliance status PIN. or • Central Supplier Database (CSD) </td> <td data-bbox="940 1227 1110 1529"></td> <td data-bbox="1110 1227 1447 1529">Tax status must be compliant before the award.</td> </tr> <tr> <td data-bbox="502 1529 940 1715">b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;</td> <td data-bbox="940 1529 1110 1715"></td> <td data-bbox="1110 1529 1447 1715">CSD must be valid.</td> </tr> <tr> <td data-bbox="502 1715 940 2040">c) Confirmation that the bidding company's municipal service charges, rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for</td> <td data-bbox="940 1715 1110 2040"></td> <td data-bbox="1110 1715 1447 2040">Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder's statement</td> </tr> </tbody> </table>			Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)	a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> • Tax compliance status PIN. or • Central Supplier Database (CSD) 		Tax status must be compliant before the award.	b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid.	c) Confirmation that the bidding company's municipal service charges, rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder's statement
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CLAUSE NUMBER	TENDER DATA		
	<p>more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area</p>		<p>correspond with CIPC document, Address on CSD or Company profile? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?</p>
	<p>d) In addition to the above, confirmation that all the bidding company’s owners / members / directors / major shareholders municipal service charges, rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area</p>		<p>Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the company’s owners / members / directors / major shareholders? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?</p>
	<p>e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p>		<p>All documents fully completed (i.e. no blank spaces), All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required, Documents completed in black ink (i.e. no “Tippex” corrections, no pencil,</p>

period.

CLAUSE NUMBER	TENDER DATA		
	<p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></p>		<p>no other colour ink, or non-submission of the MBD forms, will not be considered)</p>
	<p>f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment. If the bidder is exempted or not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof from an "independent accounting professional as defined in regulation 26 of Companies Regulation, 2011, stating that the bidder is exempt or not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof from an "independent accounting professional as defined in regulation 26 of Companies Regulation, 2011, stating that the bidder is not required by law to prepare audited financial statements.</p>
	<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required</p>

period.

CLAUSE NUMBER	TENDER DATA	
	<p>documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p>NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p>	<p>documents as per (i.e. a to f) must be provided for all partners of the JV.</p>
	<p>h) Bidder attended a compulsory briefing session where applicable</p>	<p>A compulsory briefing register must be signed by the bidder.</p> <p>Bidders will be disqualified should they fail to attend compulsory briefing session</p>
	<p>i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.</p>	<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p>
<p>STAGE 2: MANDATORY REQUIREMENTS</p> <p>The service provider must submit the following documentation with the tender document failing which will result in immediate disqualification the City reserves the right to verify documentation submitted:</p>		

CLAUSE NUMBER	TENDER DATA
	<p>1.1.1 CIDB</p> <p>Bidders who are registered with the CIDB in a Service provider grading designation equal to or higher than 3CE, are eligible to submit tenders. Failure to submit and meet the minimum CIDB requirements shall disqualify the tender.</p> <p>1.1.2 LEVEL MEASURE LASER</p> <p>The service provider must submit a valid calibration certificate for the level measure laser issued by a SANAS (South African National Accreditation Association) accredited laboratory. The SANAS certificate must be in the name of the company.</p> <p>1.1.3 Key staff</p> <p>1.1.4 Bidders are required to submit certified copies of qualification and CV outlining the below mandatory requirement</p> <p>(a) Site Supervisor</p> <p>Site supervisor must have at least a National Certificate in Construction and/ or Civil Engineering related qualification (NQF Level 4) recognized by SAQA in Supervision of Construction Processes and a minimum of 4 years' experience.</p> <p>(b) Welder</p> <p>Welder must have at least a National Certificate (NQF Level 4) with Red Seal artisan certification recognized by SAQA and a minimum of 2 years' experience.</p> <p>1.1.5 Company Experience</p> <p>Experience relates to resurfacing all-weather courts and hard surfaces as stipulated in this tender.</p> <p>The service providers should submit appointment letters as well as signed practical completion certificates/ completion job cards/ completion work order or reference letters on valid letter heads from previous employers for a minimum of three (3) finalised projects for the resurfacing of all-weather sports courts and hard surfaces as stipulated in this tender. These projects must have been completed from 2020 but not later than 2025. (Not newly build courts). These projects should be within a radius of 70km from Tshwane House, 320 Madiba Street, Pretoria CBD. The City reserves the right to inspect the projects of the short listed service providers. Service providers should also attach traceable references for these three (3) projects. In checking project references, attention will be paid to lasting workmanship, ability to meet schedules and previous customers' general satisfaction.</p>

CLAUSE NUMBER	TENDER DATA				
	<p>Stage 3: Functionality Criteria</p> <p>(a) The City of Tshwane reserves the right to contact references submitted by the bidder. (The City of Tshwane reserves the right to do reference check)</p> <p>(b) Bids that do not achieve a minimum score of 70 points (out of 100) for functionality will not be evaluated further and will not be considered further.</p>				
	CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
	<p>Company experience A minimum of three (3) completed projects for the resurfacing of all-weather sports courts and hard surfaces as stipulated in this tender, completed from 2020 but not later than 2025. (Not newly build courts). Service providers should attach traceable references for these three (3) completed projects</p>	6 completed projects and above	4	10	40
5 completed projects		3			
4 completed projects		2			
3 completed projects		1			
	<p>Key staff Site Supervisor Site supervisor must have at least a National Certificate in Construction and/ or Civil Engineering related qualification (NQF Level 4), recognized by SAQA in Supervision of Construction Processes and a minimum of 4 years' experience. (Attach Curriculum Vitae clearly demonstrating the experience in the relevant services)</p>	6 years and above	3	5	15
More than 5 years less than 6 years		2			
4 years and less than 5 years		1			

period.

CLAUSE NUMBER	TENDER DATA			
<p>The Welder must have at least a National Certificate (NQF Level 4) with Red Seal artisan certification, recognized by SAQA and a minimum of 2 years' experience.</p> <p>(Attach Curriculum Vitae clearly demonstrating the experience in the relevant services and certified copies of the qualification)</p>	6 years and above	3	5	15
	More than 5 years less than 6 years	2		
	4 years and less than 5 years	1		
	3-4 years	2		
	2 years	1		
<p>Financial Capability</p> <p>Prospective tenderer(s) must attach a letter of financial support/ rating from an institution accredited by Financial Sector Conduct Authority (FSCA) and/or National Credit Regulator (NCR) for a minimum amount of R450 000. The stamped/signed letter of financial support/ rating should be on the letterhead of the relevant institution, indicating it's financial support/ rating for the minimum amount.</p>	R1 800 000	3	10	30
	R900 000	2		
	R450 000	1		
Total				100

CLAUSE NUMBER	TENDER DATA																	
	<p>STAGE 4: PREFERENCE POINT SYSTEM</p> <p>The preferential point system used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.</p> <ul style="list-style-type: none"> • 80 points for price • 20 points for Specific goals <p>SPECIFIC GOALS</p> <ul style="list-style-type: none"> • Bidders are required to submit supporting documents for their bids to claim the specific goal points. • Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 80 for price only and zero (0) points out of 20 for specific goals. • Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis. 																	
	<table border="1"> <thead> <tr> <th data-bbox="502 1088 746 1218">Specific goals</th> <th data-bbox="746 1088 962 1218">80/20 preference point system</th> <th data-bbox="962 1088 1447 1218">Proof of specific goals to be submitted</th> </tr> </thead> <tbody> <tr> <td data-bbox="502 1218 746 1659"> BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant </td> <td data-bbox="746 1218 962 1659"> BB-BEE score of companies <ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points </td> <td data-bbox="962 1218 1447 1659"> Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate. </td> </tr> <tr> <td data-bbox="502 1659 746 1789">EME and/ or QSE</td> <td data-bbox="746 1659 962 1789">2 Points</td> <td data-bbox="962 1659 1447 1789">Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate</td> </tr> <tr> <td data-bbox="502 1789 746 1986">At least 51% of Women-owned companies</td> <td data-bbox="746 1789 962 1986">2 Points</td> <td data-bbox="962 1789 1447 1986">Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)</td> </tr> <tr> <td data-bbox="502 1986 746 2049">At least 51% owned companies</td> <td data-bbox="746 1986 962 2049">2 Points</td> <td data-bbox="962 1986 1447 2049">Medical Certificate with doctor's details (Practice Number, Physical Address, and</td> </tr> </tbody> </table>			Specific goals	80/20 preference point system	Proof of specific goals to be submitted	BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	BB-BEE score of companies <ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.	EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate	At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	At least 51% owned companies	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and
Specific goals	80/20 preference point system	Proof of specific goals to be submitted																
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	by People with disability		contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
	At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
	Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane 4 Points • Gauteng 2 Points • National 1 Point 		Municipal Account statement/Lease agreement.
	<p>2. VALIDITY PERIOD</p> <p>The validity period for the tender after closure is 90 days. The city shall have right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of a joint venture is registered with the CIDB within 10 days of the closing date of tenderers. 2. The lead partner has a contractor grading designation in the <u>2CE or higher class of construction work</u>; and 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a <u>3CE or higher class of construction work</u> or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as amended. 		
C.2.2	Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.	
C.2.5	Reference Documents	<p>Add the following:</p> <p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> • The document <i>“Standard Specifications for Municipal Civil Engineering Works”, Third Edition, 2005</i> issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. <p>This document is obtainable free of charge on the website www.tshwane.gov.za.</p>	

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

CLAUSE NUMBER		TENDER DATA
		<ul style="list-style-type: none"> The latest version of the Standard Conditions of Contract comprise the NEC3 Term Service Contract, April 2013, as amended, published by the NEC.
C.2.7	Clarification meeting	The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender.
C.2.8	Seek clarification	<p>Replace the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least 7 (seven) working days before the closing time stated in the tender data.</i></p> <p>The document is downloadable on the National Treasury website (www.etenders.gov.za) and City of Tshwane website (www.tshwane.gov.za)</p>
C.2.9	Insurance	<p>Add the following to the clause</p> <p><i>Be aware that the extent of insurance to be provided by the Employer (if any) might 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.</i></p>
C.2.12	Alternative offers	Alternative tender offers will not be considered.
C.2.13	Submitting a tender offer	<ul style="list-style-type: none"> The tender offer shall be completed in non-erasable black ink Any entry made by the tenderer in the document which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry, and the correct entry shall be written above in non-erasable black ink, and the full signature of the tenderer shall be placed next to the correction.
C.2.13.2		<p>Replace the contents of the clause with the following:</p> <p><i>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</i></p> <p><i>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</i></p>
C.2.13.3		<p>Parts of each tender offer communicated on paper shall be submitted as an original tender Document.</p> <p>Each tenderer is required to submit the fully completed and signed tender submission document, attached to the original tender submission documents, adequately identifiable as belonging to the tenderer.</p>
C.2.13.4		<p>Add the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</i></p>

period.

CLAUSE NUMBER	TENDER DATA
	<p><i>Section C1.2 : Contract Data (Part 2)</i> <i>Section C2.2 : Pricing Schedule</i></p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p> <p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p> <p><i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer’s past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i></p> <p><i>Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, as amended, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</i></p>
C.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.16 Tender offer validity C.2.16.5	<p>The tender offer validity period is 90 days.</p> <p>The validity period for the tender after closure is 90 days. The city shall have right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.</p> <p>Add the following new clause</p> <p><i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i></p>
C.2.16.6	<p>Add the following new clause:</p> <p><i>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on</i></p>

period.

CLAUSE NUMBER	TENDER DATA
	<p><i>account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed</i></p>
<p>C.2.18 Provide other material</p>	<p>The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
<p>C.2.19 Inspections, tests and analysis</p>	<p>Add the following at the end of the clause: <i>.... or upon written request.</i></p>
<p>C.2.20 Submit securities, bonds, policies, etc.</p>	<p>The tenderer is required to submit with his tender proof of his Professional Indemnity Insurance.</p>
<p>C.2.23 Certificates</p>	<p>Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender.</p>
<p>C.2.24 <i>Canvassing and obtaining of additional information by tenderers</i></p>	<p>Add the following new clause</p> <p><i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employers' officials or the Employer's Project Coordinator and Deputy Directors (Regional Project Managers) in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i></p> <p><i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i></p>
<p>C.2.25 <i>Prohibitions on awards to persons in service of the state</i></p>	<p>Add the following new clause</p> <p><i>The Employer is prohibited to award a tender to a person -</i></p> <ol style="list-style-type: none"> <i>a) who is in the service of the state; or</i> <i>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> <i>c) a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> <p><i>In the service of the state means to be -</i></p> <ol style="list-style-type: none"> <i>a) a member of: -</i> <ul style="list-style-type: none"> <i>• any municipal council.</i> <i>• any provincial legislature; or</i> <i>• the National Assembly or the National Council of Provinces.</i> <i>b) a member of the board of directors of any municipal entity.</i> <i>c) an official of any municipality or municipal entity.</i> <i>d) an employee of any national or provincial department.</i> <i>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).</i> <i>f) a member of the accounting authority of any national or provincial public entity; or</i> <i>g) an employee of Parliament or a provincial legislature.</i> <p><i>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</i></p>

period.

CLAUSE NUMBER	TENDER DATA
<p>C.2.26 Awards to close family members of persons in the service of the state</p>	<p>Add the following new clause</p> <p><i>Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i></p> <p><i>a) the name of that person.</i></p> <p><i>b) the capacity in which that person is in the service of the state; and</i></p> <p><i>c) the amount of the award.</i></p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Part T2 of this procurement document must be completed.</p>
<p>C.2.27 Vendor registration</p>	<p>Add the following new clause</p> <p><i>The contractor will be required registering as a supplier/ service provider on the City of Tshwane’s vendor register before any payment can be done.</i></p> <p><i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i></p> <p><i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from : Registration of Vendors – City of Tshwane</i></p> <p><i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i></p>
<p>C.2.28 Tax</p>	<p>Add the following new clause</p> <p>An original tax clearance certificate must be submitted with this tender document.</p> <p>In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium and individual tax clearance certificates for the members of the Joint Venture/Consortium are not acceptable.</p> <p>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</p> <p><i>The designated official(s) must verify the tenderer’s tax compliance status prior to the finalisation of the award of the tender or price quotation.</i></p> <p><i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non- compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i></p> <p><i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i></p>
<p>C.2.29 B-BBEE Status Level of Contributor</p>	<p>A valid B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as</p>

period.

CLAUSE NUMBER	TENDER DATA
	<p>contemplated in the Close Corporation Act (CCA) must be submitted with this tender document.</p> <p>In the case of a Joint Venture/Consortium a valid B-BBEE Status Level of Contributor certificate must be submitted by each individual party to the Joint Venture/Consortium.</p> <p>Failure by the tenderer to comply with this clause will result in the tenderer scoring 0 points for preference.</p>
<p>C.3.1 Respond to requests from the tenderer</p> <p>C.3.1.1</p>	<p>The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.</p>
<p>C.3.4 Opening of tender submissions</p>	<p>Tenders box will be opened immediately after the closing time for tender.</p> <p>Only the tenderer's name will be announced.</p>
<p>C.3.11.1 General</p>	<p>Method 1 will be used to evaluate all responsive tender offers in terms of Clause C.3.11.2 of the Standard Conditions of Tender</p>
<p>C.3.11.2 <i>Method 1: Financial offer and preference</i></p>	<p>Add the following new clause:</p> <p><i>The procedure for the evaluation of responsive tender is Method 1.</i></p> <p><i>The financial offer will be scored using Formula 2 (Option 1) in Table C.1 where the value of W1 is:</i></p> <ol style="list-style-type: none"> <i>1. 90 where the financial value of all responsive tender received have a value in excess of R50 million (all applicable taxes included).</i> <i>2. 80 where the financial value of all responsive tender has a value that equals or less than R50 million (all applicable taxes included).</i> <p><i>Up to 100 minus W1 tender evaluated points will be awarded to tenderers who completed the preferencing schedule and who are found to be eligible for the preference claimed.</i></p>
<p>C.3.11.3 <i>80/20 Preference Point System</i></p>	<p>Please see C.2.1 Eligibility</p>
<p>C.3.11.5 <i>Scoring financial offers</i></p>	<p>Add the following New Clause:</p> <p><i>Score the financial offers of remaining responsive tender offers using the following formula:</i></p> $N_{FO} = W_1 \times A$ <p><i>Where N_{FO} is the number of tender evaluation points awarded for the financial offer.</i></p>

CLAUSE NUMBER	TENDER DATA																
	<p>W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.</p> <p>A is a number calculated using the formula and option described in Table F.1 as stated in the tender data.</p> <p>Table C.1: Formulae for calculating the value of A</p> <table border="1" data-bbox="555 481 1294 1025"> <thead> <tr> <th data-bbox="555 481 703 595">Formula</th> <th data-bbox="703 481 884 595">Comparison aimed at achieving</th> <th data-bbox="884 481 1145 595">Option 1^a</th> <th data-bbox="1145 481 1294 595">Option 2^a</th> </tr> </thead> <tbody> <tr> <td data-bbox="555 595 703 714">1</td> <td data-bbox="703 595 884 714">Highest price or discount</td> <td data-bbox="884 595 1145 714">$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td> <td data-bbox="1145 595 1294 714">$A = P / P_m$</td> </tr> <tr> <td data-bbox="555 714 703 862">2</td> <td data-bbox="703 714 884 862">Lowest price or percentage commission / fee</td> <td data-bbox="884 714 1145 862">$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td> <td data-bbox="1145 714 1294 862">$A = P_m / P$</td> </tr> <tr> <td colspan="4" data-bbox="555 862 1294 1025"> <p>^a P_m is the comparative offer of the most favourable comparative offer.</p> <p>P is the comparative offer of the tender offer under consideration.</p> </td> </tr> </tbody> </table>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	<p>^a P_m is the comparative offer of the most favourable comparative offer.</p> <p>P is the comparative offer of the tender offer under consideration.</p>			
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<p>^a P_m is the comparative offer of the most favourable comparative offer.</p> <p>P is the comparative offer of the tender offer under consideration.</p>																	
C.3.13 Acceptance of Tender Offer	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a.) the tenderer has complied in full with all eligibility criteria b.) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18. a.) the tenderer submits a letter of intent from an approved insurer undertaking to provide to provide the Performance Bond to the format included in Section C1.3 of this procurement document. b.) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. c.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. d.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. e.) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. f.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract. g.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. h.) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, as amended, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. 																

period.

CLAUSE NUMBER	TENDER DATA
C.3.17 Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderer.

T1.3 STANDARD CONDITIONS OF TENDER

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C.1 General

C.1.1 Actions

C.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.

C.1.1.2 The Employer and the tenderer and all their agents, Project Coordinator, Deputy Directors (Regional Project Managers) 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, Project Coordinator and Deputy Directors (Regional Project Managers), 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 recuse 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.*

C.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.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.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.

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

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

a) **conflict of interest** means any situation 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, Project Coordinator and Deputy Directors (Regional Project Managers) or agents in the tender process.

period.

- 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.

C.1.4 Communication and Employer's Project Coordinator and Deputy Directors (Regional Project Managers)

Each communication between the Employer and a tenderer shall be to or from the Employer's Project Coordinator and Deputy Directors (Regional Project Managers) only, and in a form that can be readily read, copied and recorded. Communications 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 Project Coordinator and Deputy Directors (Regional Project Managers) are stated in the tender data.

C.1.5 Cancellation and re-invitation of tenders

C.1.5.1 An organ of state may, prior to the award of the tender, cancel the tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested;
or
- (b) funds are no longer available to cover the total envisaged expenditure.
- (c) no acceptable tenders are received; or
- (d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel the tender must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for a second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.

C.1.6.2 Competitive negotiation procedure

C.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 C.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round 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 C.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.

C.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.

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 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.

C.2.1.2 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.

C.2.2 Cost of tendering

C.2.2.1 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.

C.2.2.2 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.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 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.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five (7) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) might 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.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

C.2.12.1 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

period.

schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

C.2.12.3 An alternative tender offer may only be considered in the event that the main tender is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 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, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.

C.2.13.8 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.

C.2.13.9 Accept that tender offers by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

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

C.2.15 Closing time

C.2.15.1 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.

C.2.15.2 Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 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.

C.2.16.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Supply Chain Management and Employer's Project Coordinator written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the Employer evaluating tender, the Contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

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

Note: *Sub-clause C.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.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

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

C.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

C.2.19 Inspections, test and analysis

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

C.2.20 Submit securities, bonds and policies

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.

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

If so, instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

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

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 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.

C.3.1.2 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.

C.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date 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.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents/ representative(s) 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.

C.3.4.2 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

period.

total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents/ representative(s) 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.

C.3.5.2 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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

C.3.8.1 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.

C.3.8.2 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.

period.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 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.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.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.

C.3.9.3 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.

C.3.9.4 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.
- c) 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.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

C.3.10 Clarification of a tender offer

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

C.3.11 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

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

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

C.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.

C.3.12 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.

C.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the Employer, it does not present any unacceptable commercial 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, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his 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.

C.3.14 Prepare contract documents

C.3.14.1, 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.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 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.

C.3.16 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.

C.3.16.2 After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

C.3.17 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.

C.3.18 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.

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T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Compulsory Enterprise Questionnaire	Form RD.A.1	
MBD 4: Declaration of interest in tender of persons in service of state	Form RD.A.2	
MBD 8: Declaration of tenderer's past supply chain management practises	Form RD.A.3	
MBD 9: Certificate of independent tender determination	Form RD.A.4	
Certificate of authority of signatory	Form RD.A.5	
Certificate of authority of signatory for joint ventures and consortia	Form RD.A.6	

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the tender offer being awarded 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed, signed and included in the tender)
MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Form RD.B.1	
Valid B-BBEE Status Level of Contributor Certificate	Form RD.B.2	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.3	
Promotion of local enterprises (Local Economic Participation)	Form RD.B.4	
At least 51% Women owned companies and at least 51% owned companies by Youth	Form RD.B.5	
At least 51% owned companies by People with disability	Form RD.B.6	

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RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Proof of registration on CSD with National Treasury	RD.C.1	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	RD.C.2	Not applicable
Proof of Registration with CIDB	RD.C.3	
COMPLIANCE WITH OHSA (ACT 85 OF 1993)	RD.C.4	
Proof of CIDB	RD.C.5	
Curriculum vitae of key personnel	RD.C.6	
Calibration certification	RD.C.7	
Schedule of tenderer's experience	RD.C.9	
Functionality Criteria	RD.C10	
Company experience	RD.C10.1	
Financial Capability	RD.C10.2	
Record of services provided to organs of state	RD.C.11	
Financial Capability	RD.C.12	
Status of concern submitting tender	RD.C.13	
Classification of business	RD.D.14	
Proof of municipal rates and taxes	RD.C.15	

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RD.D RETURNABLE DOCUMENTS REQUIRED FOR QUALITY EVALUATION PURPOSES

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Record of addenda to tender documents	RD.D.1	
Form of offer and acceptance	Section C1.1	
Data provided by the contractor	Section C1.2	

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

RD.E OTHER DOCUMENTS THAT WILL FORM PART OF THE CONTRACT

Note: *Failure to submit or fully complete the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Data provided by the contractor	Section C1.2	
Record of addenda to tender documents	RD.E.1	
Safety, health, Environmental management and Quality plan (SHEQ).		

period.

T2.2 RETURNABLE SCHEDULES

T2.2 RETURNABLE SCHEDULES

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FORM RD.A.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity Number*	Personal Income Tax Number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: MBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: MBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed:		Date:	
Name:		Position	
<i>Enterprise Name:</i>			

MBD 4: FORM RD.A.2 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/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 Company:
(director, trustee, shareholder²)

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 must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?

YES	NO
-----	----

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 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.

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period. _____

3.9 Have you been in the service of the state for the past twelve months?

YES	NO
-----	----

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
-----	----

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
-----	----

If yes, furnish particulars _____

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

YES	NO
-----	----

If yes, furnish particulars _____

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

YES	NO
-----	----

If yes, furnish particulars _____

3.14 Do you or any of the directors, trustees, managers, principal 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
-----	----

If yes, furnish particulars _____

4. Full details of directors / trustees / members / shareholders:

Full Name	Identity Number	State Employee Number
-----------	-----------------	-----------------------

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year

period.

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 tender of any tenderer may be rejected if that tenderer, or any of its directors have:
 - a. abused the municipality's/municipal entity's supply 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. wilfully 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, 2004 (Act 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

Item	Question	Response	
4.1	<p>Is the tenderer, any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</p> <p>If so, furnish particulars:</p>	YES	NO
4.2	<p>Is the tenderer 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, 2004 (Act 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.)</p> <p>If so, furnish particulars:</p>	YES	NO
4.3	<p>Was the tenderer 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?</p> <p>If so, furnish particulars:</p>	YES	NO
4.4	<p>Does the tenderer 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?</p>	YES	NO

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

Item	Question	Response	
	If so, furnish particulars:		
4.5	Was any contract between the tenderer and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES	NO
	If so, furnish particulars:		

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both 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.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.4 MBD 9 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

in response to the invitation for the tender made by

City of Tshwane Metropolitan Municipality

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

I certify, on behalf of _____ that:
(Name of tenderer)

1. I have read and understand the contents of this certificate.
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect.
3. I am authorized by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer.
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer.
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor"³ shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
 - a. has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - b. could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, 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 tendering.
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 of services 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 tender.
 - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
 - f. Tendering with the intention not to win the tender.

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.

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year

period.

8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or to the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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 form conduction 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.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

FORM RD.A.5 CERTIFICATE OF AUTHORITY OF SIGNATORY

RESOLUTION of a meeting of the *Board of Directors/Members/Partners of

(Legally correct full name and registration number, if applicable, of the enterprise)

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

- The enterprise submits a tender to the Tshwane Metro Municipality in respect of the following project:

Tender Number:	ROC 03 2025/ 26.
Tender Description:	Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period

- *Mr/Ms: _____
in *his/her capacity as _____

and who will sign as follow:

Proof signature	Proof signature
-----------------	-----------------

be, and is hereby authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

NAME	CAPACITY	SIGNATURE

<p>Note:</p> <ol style="list-style-type: none"> *Delete which is not applicable. IMPORTANT: This resolution <u>must</u> be signed by all the directors/members/partners of the tendering enterprise. 	<p>Enterprise stamp</p>
---	-------------------------

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.	
---	--

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period. _____

*Joint venture/consortium name: _____

We, the undersigned, are submitting this tender in a *joint venture/consortium and hereby authorise *Mr/Ms _____ authorised signatory of the enterprise _____ acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the *joint venture/consortium mentioned above

Registered name of enterprise	Registration number	% of contract value	Address	Duly authorised signatory	Mark with (x) for lead partner

Note:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorised signatory for each party to the joint venture/consortium must complete a Form RD.C.15.
3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year

period.

Date:

NB BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT B-BBEE, AS PRESCRIBED IN THE 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

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) The 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.

The maximum points for this tender are allocated as follows:

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

1.4 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.

1.5 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 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s** = Points scored for price of tender under consideration
P_t = Price of tender under consideration
P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BB-BEE score of companies		
Level 1	8 Points	
Level 2	7 Points	
Level 3	6 Points	
Level 4	5 Points	
Level 5	4 Points	
Level 6	3 Points	
Level 7	2 Point	
Level 8	1 Points	
Non-compliant	0 Points	
EME and/or QSE	2	
At least 51% Women owned companies	2	

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

At least 51% owned companies by People with disability	2	
At least 51% owned companies by Youth	2	
Local Economic Participation		
City of Tshwane Participants	4	
Gauteng Participants	2	
National Participants	2	

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.

NAME:
(in BLOCK letters)

CAPACITY:
(of authorized agent)

SIGNATURE:
(of authorized agent)

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year

period. _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

DECLARATION WITH REGARD TO COMPANY/FIRM

4.7. Name of company/firm.....

4.8. Company registration number:

4.9. 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]

4.10. 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:

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

NAME:
(in BLOCK letters)

CAPACITY:
(of authorized agent)

SIGNATURE:
(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

FORM RD.B.2 VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE

Submit B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA).

NOTE:

1. Attach original copy of B-BBEE Verification Certificate to this page.
2. In the case of a joint venture / consortium parties must each attach original copy of their B-BBEE Verification Certificates.

FORM RD.B.4 PROMOTION OF LOCAL ENTERPRISES

The City of Tshwane has mandated the promotion of local enterprises. To comply with this the tenderer must provide proof of the type of business unit and whether the unit resides within the Tshwane and will be scored as follow:

80/20 preference point system applies:

	Promotion of local enterprises
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Satisfactory (score 1)	The tenderer operates a head office or fully staffed office or his sole office outside the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
Good (score 2)	The tenderer's office resides within the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
Very good (score 4)	The tenderer's office resides within the boundaries of the Tshwane Metropolitan Municipality.

Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement should be attached as evidence.

(If necessary, the tenderer will be requested to present the office / business unit to officials of the City)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.B.5 AT LEAST 51% WOMEN OWNED COMPANIES AND AT LEAST 51% OWNED COMPANIES BY YOUTH

The City of Tshwane has mandate for the promotion At least 51% Women owned companies and At least 51% owned companies by youth. To comply with this the tenderer must provide Certified copy of Identity Document/s that proof that company is 51% owned by Women or youth

	Promotion of At least 51% Women owned companies and At least 51% owned companies by youth
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Good (score 2)	Certified copy of Identity Document/s that proof that company is 51% owned by Women and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
Good (score 2)	Certified copy of Identity Document/s that proof that company is 51% owned by youth and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.B.6 AT LEAST 51% OWNED COMPANIES BY PEOPLE WITH DISABILITY

The City of Tshwane has mandate for the promotion of At least 51% owned companies by People with disability. To comply with this the tenderer must provide Medical Certificate with doctor’s details (Practice Number, Physical Address and contact numbers that proof that company is 51% owned by People with disability

	Promotion of At least 51% owned companies by People with disability
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Good (score 2)	Medical Certificate with doctor’s details (Practice Number, Physical Address and contact numbers and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
<u>Person authorized to sign the tender:</u>	
Full name (in BLOCK letters):	_____
Signature:	_____
Date:	

FORM RD.C.1 PROOF OF REGISTRATION ON CSD WITH NATIONAL TREASURY

1. Attach original or certified copy of CSD registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) the joint venture / consortium must attach original or certified copy of their CSD registration certificate to this page.

FORM RD.C.3 PROOF OF REGISTRATION WITH THE CIDB

1. Attach original or certified copy of CIDB registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

Firm	CRS Number	CIDB Grading	Lead Partner (Indicate with X)
Combined CIDB Grading for Joint Venture / Consortium:			

(Calculator is available at <https://registers.cidb.org.za/common/jvcalc.asp>)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.4 COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the employer and the engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

(Tick applicable box)

1. Are your company familiar with the OHSA (ACT 85 of 1993) and its Regulations?	YES	NO
2. Who will prepare your company's Health and Safety Plan? Provide a copy of the person/s curriculum vitae/s or company profile.		
3. Do your company have a health and safety policy? If YES provide a copy.	YES	NO
4. How is this policy communicated to your employees? Provide supporting documentation.	YES	NO
5. Do your company keep record of safety aspects of each site where work is performed? If YES what records are kept?	YES	NO
6. Do your company conduct monthly safety meetings? If YES, who is the chairperson of the meeting, and attend these meetings?	YES	NO
7. Do your company have a safety officer in its employment, responsible for overall safety of your company? If YES, explain his duties and provide a copy of his CV	YES	NO
8. Do your company have trained first aid employees? If YES, indicate who.	YES	NO
9. Do your company have a safety induction training programme in place? If YES, provide a copy.	YES	NO
10. Does your company conduct medical surveillance for its employees?	YES	NO

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.5 CIDB CERTIFICATE

2.1.1 CIDB

Bidders who are registered with the CIDB in a Service provider grading designation equal to or higher than 3CE, are eligible to submit tenders. Failure to submit and meet the minimum CIDB requirements shall disqualify the tender.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C 6 CURRICULUM VIETA OF KEY PERSONNEL

The tenderer shall list in the table below the key personnel to be engaged for this project.

2.1.2 Key staff

Bidders are required to submit certified copies of qualification and CV outlining the below mandatory requirements

(a) Site Supervisor

Site supervisor must have at least a National Certificate in Construction and/ or Civil Engineering related qualification (NQF Level 4) recognized by SAQA in Supervision of Construction Processes and a minimum of 4 years' experience.

(b) Welder

Welder must have at least a National Certificate (NQF Level 4) with Red Seal artisan certification recognized by SAQA and a minimum of 2 years' experience.

Note: Form RD.D.5 must be complete for each person listed in compliance to mandatory requirements stated

	PROPOSED POSITION	NAME	YEARS OF EXPERIENCE
1	Site Supervisor(s)		
2	Welder(s)		
3			

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.6 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.C.4

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification:	

Part T2: Tender Procedures

Experience record pertinent to required service:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

(Signature of person named in schedule) Date: _____

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

Part T2: Tender Procedures

	Date:
--	-------

FORM RD.C.6 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.C.4

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification:	

Part T2: Tender Procedures

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

(Signature of person named in schedule)

Date:

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.6 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.C.4

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification:	

Part T2: Tender Procedures

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

(Signature of person named in schedule)

Date:

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.6 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.C.4

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification:	

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

(Signature of person named in schedule)

Date:

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.7 Calibration Certificate

1.1.1 LEVEL MEASURE LASER

The service provider must submit a valid calibration certificate for the level measure laser issued by a SANAS (South African National Accreditation Association) accredited laboratory. The SANAS certificate must be in the name of the company.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

Part T2: Tender Procedures

Date:

1.1.1 Company Experience

Experience relates to resurfacing all-weather courts and hard surfaces as stipulated in this tender.

The service providers should submit appointment letters as well as signed practical completion certificates/ completion job cards/ completion work order or reference letters on valid letter heads from previous employers for a minimum of three (3) finalised projects for the resurfacing of all-weather sports courts and hard surfaces as stipulated in this tender. These projects must have been completed from 2020 but not later than 2025. (Not newly build courts). These projects should be within a radius of 70km from Tshwane House, 320 Madiba Street, Pretoria CBD. The City reserves the right to inspect the projects of the short listed service providers. Service providers should also attach traceable references for these three (3) projects. In checking project references, attention will be paid to lasting workmanship, ability to meet schedules and previous customers' general satisfaction.

(The previous experience must be relevant to the technical specification.)

EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF CONTRACT	DATE STARTED	DATE COMPLETED	TOTAL CONTRACT AMOUNT
1 _____ (company or Client) _____ (contact person) _____ (telephone)				
2 _____ (company or Client) _____ (contact person) _____ (telephone)				
3 _____ (company or Client)				

(contact person) _____ (telephone)				
4 _____ (company or Client) _____ (contact person) _____ (telephone)				
5 _____ (company or Client) _____ (contact person) _____ (telephone)				
6 _____ (company or Client) _____ (contact person) _____ (telephone)				
7 _____ (company or Client) _____ (contact person)				

Part T2: Tender Procedures

(telephone)				
-------------	--	--	--	--

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

SCHEDULE OF PLANT, EQUIPMENT, MACHINERY AND PERSONELL
SCHEDULE OF PLANT, EQUIPMENT, MACHINERY AND PERSONELL

The following are lists of major items of relevant resources that may be required from time to time during the execution of this contract. The tenderer must fill in the details in Schedule B. The tender further declares that all equipment/resources as furnished will be made available for this contract. The tenderer must demonstrate a tentative

agreement/ quotation/similar which may be subject to this contract being awarded for items that will be hired. The CoT shall reserve a right to inspect the premises of the contractor to verify the furnished information.

Schedule A: CoT's specific minimum requirements

Schedule B: Tenderer's offer and guarantees. Must be filled in by tenderer/contractor.

Failure to complete this form in full will result in the tenderer being disqualified.

Failure to meet the minimum requirements shall disqualify the tender.

Item	Description	Document proof to be submitted with the tender	Schedule A (CoT minimum requirements)	Schedule B (Tenderer's offer and guarantees)			
				Owned by Contractor	To be leased by the Contractor	Financial Undertaking	Total
1	Level measure (laser) with valid calibration certificate (annually to 0.5mm/10m)	A valid calibration certificate for the level measure laser issued by a SANAS (South African National Accreditation Association) accredited laboratory.		Yes / No			
				Yes / No			
				Yes / No			
				Yes / No			
				Yes / No			

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

- (a) The City of Tshwane reserves the right to contact references submitted by the bidder. (The City of Tshwane reserves the right to do reference check)
- (b) Bids that do not achieve a minimum score of 70 points (out of 100) for functionality will not be evaluated further and will not be considered further.

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
<u>Company experience</u> A minimum of three (3) completed projects for the resurfacing of all-weather sports courts and hard surfaces as stipulated in this tender, completed from 2020 but not later than 2025. (Not newly build courts). Service providers should attach traceable references for these three (3) completed projects	6 completed projects and above	4	10	40
	5 completed projects	3		
	4 completed projects	2		
	3 completed projects	1		
<u>Key staff</u> Site Supervisor Site supervisor must have at least a National Certificate in Construction and/ or Civil Engineering related qualification (NQF Level 4), recognized by SAQA in Supervision of Construction Processes and a minimum of 4 years' experience.	6 years and above	3	5	15
	More than 5 years less than 6 years	2		
	4 years and less than 5 years	1		

(Attach Curriculum Vitae clearly demonstrating the experience in the relevant services)				
The Welder must have at least a National Certificate (NQF Level 4) with Red Seal artisan certification, recognized by SAQA and a minimum of 2 years' experience. (Attach Curriculum Vitae clearly demonstrating the experience in the relevant services and certified copies of the qualification)	6 years and above	3	5	15
	More than 5 years less than 6 years	2		
	4 years and less than 5 years	1		
	3-4 years	2		
	2 years	1		
Financial Capability Prospective tenderer(s) must attach a letter of financial support/ rating from an institution accredited by Financial Sector Conduct Authority (FSCA) and/or National Credit Regulator (NCR) for a minimum amount of R450 000. The stamped/signed letter of financial support/ rating should be on the letterhead of the relevant institution, indicating it's financial support/ rating for the minimum amount.	R1 800 000	3	10	30
	R900 000	2		
	R450 000	1		
Total				100

FORM RD.C.10 FUNCTIONALITY CRITERIA

Company Experience

EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF CONTRACT	DATE STARTED	DATE COMPLETED	TOTAL CONTRACT AMOUNT
1 _____ (company or Client) <hr/> (contact person) <hr/> (telephone)				
2 _____ (company or Client) <hr/> (contact person) <hr/> (telephone)				
3 _____ (company or Client) <hr/> (contact person)				

Part T2: Tender Procedures

<p>_____</p> <p>(telephone)</p>				
<p>4 _____</p> <p>(company or Client)</p> <p>_____</p> <p>(contact person)</p> <p>_____</p> <p>(telephone)</p>				
<p>5 _____</p> <p>(company or Client)</p> <p>_____</p> <p>(contact person)</p> <p>_____</p> <p>(telephone)</p>				
<p>6 _____</p> <p>(company or Client)</p> <p>_____</p> <p>(contact person)</p> <p>_____</p> <p>(telephone)</p>				
<p>7 _____</p> <p>(company or Client)</p> <p>_____</p> <p>(contact person)</p>				

Part T2: Tender Procedures

(telephone)				
-------------	--	--	--	--

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Part T2: Tender Procedures

FORM RD.C.10 FUNCTIONALITY CRITERIA

Key staff

	PROPOSED POSITION	NAME	YEARS OF EXPERIENCE
1	Site Supervisor(s)		
2	Welder(s)		
3			

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

Part T2: Tender Procedures

**FORM RD.C.10 FUNCTIONALITY CRITERIA
FINANCIAL CAPABILITY PROSPECTIVE**

No	Bank rating level	value

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

Part T2: Tender Procedures

<hr/>	
Full name (in BLOCK letters):	<hr/>
Signature:	<hr/>
Date:	<hr/>

FORM RD.C 11 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE

Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the employer. Tenderers must not include services provided in terms of a sub-contract agreement.

Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled “Title of the contract for the service” that was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation

ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS				
	Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the service	Value of contract for service incl. VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				

Part T2: Tender Procedures

7.				
8.				
9.				

(Attach additional pages if more space is required.)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

Part T2: Tender Procedures

FORM RD.C.13 STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture/consortium or a co-operative

Public Company	<input type="checkbox"/>
Private Company	<input type="checkbox"/>
Closed Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Sole Proprietary	<input type="checkbox"/>
Joint Venture / Consortium	<input type="checkbox"/>
Co-operative	<input type="checkbox"/>

(Mark the appropriate option)

2. Information to be provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Certified copies of the founding statement) and list of members
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Certified copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's

Part T2: Tender Procedures

If the Tendering Entity is a:		Documentation to be submitted with the tender
		Auditor, certifying each Member's ownership/shareholding percentage relative to the total.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Certified copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company's Secretary confirming that the Company is a public Company.
5	<u>Sole Proprietary</u> or a <u>Partnership</u>	Certified copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership Certified copy of the Partnership agreement.
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.
7	<u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.

Note:

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If the Tendering Entity is a:	Documentation to be submitted with the tender
	<ol style="list-style-type: none">1. If the shares are <u>held in trust</u> provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court wherein trustees have been duly appointed and authorised2. Include a certified copy of the <u>Certificate of Change of Name</u> (CM9) if applicable.

3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes

No

(Make an X in the appropriate space)

REGISTRATION NO: _____

FORM RD.C.14 CLASSIFICATION OF BUSINESS

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).

2. Information furnished with regard to the classification of small businesses

(b.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

(c.) If the response to 2. (a.) is **YES**, the following must be completed:

i. Sector/sub-sector in accordance with the Standard Industrial classification:

ii. Size or class:

iii. Total full-time equivalent of paid employees:

iv. Total annual turnover:

v. Total gross asset value (fixed property excluded):

(A schedule indicating the different sectors is attached to this form.)

(d.) The tenderer should substantiate the information provided by submitting the following documentation:

i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,

Part T2: Tender Procedures

- ii. Company profile indicating the tenderer's staff compliment, and
- iii. 3-year financial statement or since their establishment if established during the past 3 years.

SCHEDULE OF SECTORS

SIZE OF CLASS	THE TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL TURNOVER	TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED)
AGRICULTURE			
Medium	100	R 5 mil	R 5 mil
Small	50	R 3 mil	R 3 mil
Very Small	10	R 500 000	R 500 000
Micro	5	R 200 000	R 100 000
MINING AND QUARRYING			
Medium	200	R 39 mil	R 23 mil
Small	50	R 10 mil	R 6 mil
Very Small	20	R 4 mil	R 2 mil
Micro	5	R 200 000	R 100 000
MANUFACTURING			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5 mil	R 2 mil
Micro	5	R 200 000	R 100 000
ELECTRICITY, GAS & WATER			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
CONSTRUCTION			
Medium	200	R 26 mil	R 5 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 3	R 500 000
Micro	5	R 200 000	R 100 000
RETAIL AND MOTOR TRADE & REPAIR SERVICES			
Medium	200	R 39 mil	R 6 mil
Small	50	R 19 mil	R 3 mil
Very Small	20	R 4 mil	R 600 000
Micro	5	R 200 000	R 100 000
WHOLESALE TRADE, COMMERCIAL AGENTS AND ALLIED SERVICES			
Medium	200	R 64 mil	R 10 mil
Small	50	R 32 mil	R 5 mil
Very Small	20	R 6 mil	R 600 000

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

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Micro	5	R 200 000	R 100 000
CATERING, ACCOMMODATION AND OTHER TRADE			
Medium	200	R 13 mil	R 3 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
TRANSPORT, STORAGE & COMMUNICATIONS			
Medium	200	R 26 mil	R 6 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 600 000
Micro	5	R 200 000	R 100 000
FINANCE & BUSINESS SERVICES			
Medium	200	R 26 mil	R 5 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 500 000
Micro	5	R 200 000	R 100 000
COMMUNITY, SOCIAL AND PERSONAL SERVICES			
Medium	200	R 13 mil	R 6 mil
Small	50	R 6 mil	R 3 mil
Very Small	20	R 1mil	R 600 000
Micro	5	R 200 000	R 100 000

FORM RD.C.15 Proof of municipal rates and taxes

1. Bidders are required to attached rates and taxes

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.E.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Portion 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER

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

ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period.

The Tenderer, identified in the Offer signature block below, 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 authorised, 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.

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 including the Schedule of Deviations (if any) 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.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR THE 3 YEARS

R.....(in figures).....
.....
.....(in words)

FOR AND ON BEHALF OF THE TENDERER:

NAME:
(in BLOCK letters)

CAPACITY:
)

SIGNATURE:

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

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 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
- Part C3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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 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.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:
(in BLOCK letters)

CAPACITY:

SIGNATURE:

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the conditions of tender;
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

4.1 Subject: _____

Details: _____

4.2 Subject: _____

Details: _____

4.3 Subject: _____

Details: _____

4.4 Subject: _____

Details: _____

4.5 Subject: _____

Details: _____

By the duly authorised representatives signing this agreement, the employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

SIGNATURE:

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

SIGNATURE:

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

C1.2 CONTRACT DATA

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C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT8
C1.2.3 DATA PROVIDED BY THE EMPLOYER.....17
C1.2.4 DATA PROVIDED BY THE CONTRACTOR20

Contract: ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period
Part C1: Agreement and Contract Data

C.1.2.1 STANDARD CONDITIONS OF CONTRACT

The standard conditions of contract applicable to this contract shall be **NEC3 Term Service Contract April 2013, as amended**, as well as the Data provided by Employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document, **NEC3 Term Service Contract April 2013, as amended**, for tendering purposes and for use for the duration of the contract and shall bear all expenses in this regard:

Engineering Contracting Strategies (ECS)
Telephone: 011 803 3008
E-Mail: admin@ecs.co.za
Web: www.ecs.co.za

OR

Consulting Engineers South Africa (CESA)
Telephone: 011 463 2022
E-Mail: general@cesa.co.za
Web: www.cesa.co.za

OR

South African Institution of Civil Engineering (SAICE)
Telephone: 011 80505947 / 48 / 53
E-Mail: civilinfo@saice.org.za
Web: www.saice.org.za

C1.2.1.1 The following contract specific data is applicable to this contract.

CLAUSE/OPTION	DATA
20.1	• The <i>scope</i> is in Part C3: Scope of Work
	• The <i>selection procedure</i> is in C3.3.1.1 Selection Procedure

C1.2.1.2 The Data which will apply to all Works Orders is.

The Standard Conditions of Contract for all work will be the **NEC3 Term Service Contract April 2013, as amended.**

CLAUSE/OPTION		DATA
		<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p> <p>A: Priced contract with activity schedule</p> <p>dispute resolution Option W1: Dispute resolution</p> <p>and secondary Options X1: Price adjustment for inflation X2: Changes in the law X7: Delay damages X9: Transfer of rights X10: Employer’s Agent X17: Low service damages X18: Limitation of Liability (as amended in Option Z) X19: Works Order X20: Key performance indicators</p> <p>Z: Additional conditions of contract</p> <p>of the NEC3 Term Service Contract April 2013, as amended.</p>
1.	General	
10.1	The <i>Employer</i> is	<ul style="list-style-type: none"> • City of Tshwane Metropolitan Municipality. • The <i>Employer</i> has authorised the Group Head to act on his behalf in respect of this Contract, save for such duties or functions: <ul style="list-style-type: none"> – which other holders of office ex officio execute on behalf of the <i>Employer</i>; or – for which the Group head has no authority and the <i>Employer’s</i> approval is required before execution thereof. <p>The Group Head is:</p> <p>Anton Groenewald Group Head: Regional Operations and Coordination</p>
	Address	<ul style="list-style-type: none"> • Tshwane House 320 Madiba Street Pretoria CBD 0002
	Tel No.	<ul style="list-style-type: none"> • Tel: 012 358 6070
	The Service Managers are	<ul style="list-style-type: none"> • ROC Department Project Coordinator: Wouter Koekemoer (WouterK@TSHWANE.GOV.ZA). Employer’s Deputy Directors (Regional Project Managers): <ul style="list-style-type: none"> - Region 1: Patrick M. Kgasoe (PatrickKg@TSHWANE.GOV.ZA) - Region 2: Trudie Conway (TrudieC@TSHWANE.GOV.ZA)

CLAUSE/OPTION		DATA
		<ul style="list-style-type: none"> - Region 3: Konrad Dillman (KonradD@TSHWANE.GOV.ZA) - Region 4: Pierre van der Merwe (PierrevdM@TSHWANE.GOV.ZA) - Region 5: Kenneth Phakoago (Kennethph@TSHWANE.GOV.ZA) - Region 6: Fanyana Mokoena (FanyanaM@TSHWANE.GOV.ZA) - Region 7: Matshepo Makena (MatshepoM@TSHWANE.GOV.ZA) <ul style="list-style-type: none"> • Deputy Director means the person appointed as the Deputy Director responsible for the relevant function in the respective Region or the person appointed to act on his/her behalf is a delegate of the Regional Head with the responsibility to ensure that the terms and conditions stipulated in the tender are honoured by the Tenderer.
11.2(1)	The Accepted Plan is	<ul style="list-style-type: none"> • The <i>services</i> are for the provision of professional services specified in the Scope and identified in the Acceptance portion of the Form of Offer and Acceptance
11.2(2)	The Affected Properties are	<ul style="list-style-type: none"> • All Sports Facilities with All-weather Hard Surfaces in all 7 regions of the City of Tshwane.
11.2(13)	The service is	<ul style="list-style-type: none"> • Resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period, as more fully set out in Section C3 Service Information.
11.2(14)	The following matters will be included in the Risk Register	<p>Common matters that will be included in the Risk Register are identified as, but are not limited to:</p> <ul style="list-style-type: none"> • Health and Safety Hazards. • Community unrest and related disruptions.
11.2(15)	The Service Information is in	<ul style="list-style-type: none"> • Part C3: Employer’s Service Information and all documents
12.2	The law of the contract is the law of	<ul style="list-style-type: none"> • The Republic of South Africa subject to the jurisdiction of the Courts of South Africa
13.1	The language of this contract is	<ul style="list-style-type: none"> • English
13.3	The <i>period for reply</i> is	<ul style="list-style-type: none"> • 2 (two) weeks
2.	The Contractors’ main responsibilities	<ul style="list-style-type: none"> • Detailed in Part C3 (Service Information)
21.1	The Contractor submits a first plan for acceptance within	<ul style="list-style-type: none"> • N.A.
3.	Time	
30.1	The starting date is	<ul style="list-style-type: none"> • For the as and when tender, the starting time is when the Project Manager/ Deputy Director from a specific Region has procured the services of an appointed service provider to do resurfacing and/ or refurbishment of all-weather hard surface(s) at a particular sport and recreation facility. This will be done through a Purchase Order (PO) issued for each occurrence and in accordance with the stipulated

CLAUSE/OPTION		DATA									
		quantity and in line with the approved price specified on the appointment letter of the Service Provider.									
30.2	The Service Period is	<ul style="list-style-type: none"> From start to end (practical completion) for each 'as and when' project/ occurrence as per the time allocated by the Employer's Project Coordinator and/ or the respective Deputy Director (Regional Project Manager). 									
4.	Testing and Defects										
42.2	The defects date is	<ul style="list-style-type: none"> Twelve (12) months from the date of the Certificate of Practical Completion per as and when project. 									
43.1	The defects correction period is	<ul style="list-style-type: none"> Fourteen (14) days 									
5.	Payment										
50.1	The assessment interval is	<ul style="list-style-type: none"> As and when required. 									
51.1	The currency of this contract is the	<ul style="list-style-type: none"> The South African Rand (ZAR) 									
51.2	The period within which payment is made is	<ul style="list-style-type: none"> 30 (thirty) days. 									
51.4	The interest rate is	<ul style="list-style-type: none"> N.A. 									
6.	Compensation events	<ul style="list-style-type: none"> No data is required for this section of the conditions of contract. 									
7.	Use of Equipment Plant and Materials	<ul style="list-style-type: none"> No data is required for this section of the conditions of contract. 									
8.	Indemnity, insurance and liability	<ul style="list-style-type: none"> The amounts of insurance and the periods for which the Contractor maintains insurance are <table border="1" data-bbox="635 1220 1449 2072"> <thead> <tr> <th>Event</th> <th>Cover</th> <th>Period following Completion of the whole of the services or earlier termination</th> </tr> </thead> <tbody> <tr> <td>Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Service Provider</td> <td>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant's common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R5-million in respect of each claim, without limit to the number of claims</td> <td>12 months</td> </tr> <tr> <td>Death or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract</td> <td>That which is prescribed by the Compensation Injuries and disease Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition</td> <td>12 months</td> </tr> </tbody> </table> 	Event	Cover	Period following Completion of the whole of the services or earlier termination	Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Service Provider	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant's common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R5-million in respect of each claim, without limit to the number of claims	12 months	Death or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and disease Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	12 months
Event	Cover	Period following Completion of the whole of the services or earlier termination									
Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Service Provider	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant's common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R5-million in respect of each claim, without limit to the number of claims	12 months									
Death or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and disease Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	12 months									

CLAUSE/OPTION		DATA									
		<ul style="list-style-type: none"> Be aware that the extent of insurance to be provided by the Employer (if any) might 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. <p>A copy of the policy and the list of excesses may be obtained from</p> <p>Contractors All Risk and Liability Insurance Ms. Morongwa Mokoena (Tel: 012 358 1126) morongwam@tshwane.gov.za Mrs Ronett Marlow-Reid (Tel: 012 358 1131) ronettm@tshwane.gov.za Mr Lawrence Matjila (Tel: 012 358 1374) lawrencem@tshwane.gov.za</p>									
9.	Termination	<ul style="list-style-type: none"> There is no reference to Contract Data in this section of the core clauses 									
10.	Data for main Option clause										
A	Priced contract with price list	<ul style="list-style-type: none"> as detailed in Part C2 									
20.5	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than:	<ul style="list-style-type: none"> N.A. 									
W1	Option W1										
W1.1	The Adjudicator is	<ul style="list-style-type: none"> The person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering. 									
W1.2(3)	The Adjudicator nominating body	<ul style="list-style-type: none"> The Chairman of the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering. 									
W1.4(2)	The tribunal is	<ul style="list-style-type: none"> A South African court of law. 									
12	Data for secondary Option										
X1	Price adjustment for inflation										
X1.1		<ul style="list-style-type: none"> The <i>index</i> is the index as per Statistical News Release P0141, Table B1 – CPI Headline, as published by Statistics South Africa The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: <table border="1" data-bbox="694 1915 1412 2072"> <thead> <tr> <th>Coefficient</th> <th>Description</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td><i>x</i></td> <td>Portion not subject to adjustment</td> <td>0.10</td> </tr> <tr> <td><i>a</i></td> <td>Labour</td> <td>0.20</td> </tr> </tbody> </table>	Coefficient	Description	Value	<i>x</i>	Portion not subject to adjustment	0.10	<i>a</i>	Labour	0.20
Coefficient	Description	Value									
<i>x</i>	Portion not subject to adjustment	0.10									
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		<table border="1"> <tr> <td><i>b</i></td> <td>Contractors' Equipment</td> <td>0.35</td> </tr> <tr> <td><i>c</i></td> <td>Material</td> <td>0.35</td> </tr> <tr> <td><i>d</i></td> <td>Fuel</td> <td>0.10</td> </tr> </table> <p>(Coefficients a, b, c and d must sum to one)</p> <ul style="list-style-type: none"> The urban area nearest the Site is Tshwane. The base month for year one is the month prior to the closing of the procurement process required for a financial offer. 	<i>b</i>	Contractors' Equipment	0.35	<i>c</i>	Material	0.35	<i>d</i>	Fuel	0.10
<i>b</i>	Contractors' Equipment	0.35									
<i>c</i>	Material	0.35									
<i>d</i>	Fuel	0.10									
X2	Changes in law										
X2.1		<ul style="list-style-type: none"> The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa. 									
X7	Delay Damages										
X10.1	Delay damages of the service is	<ul style="list-style-type: none"> R 1 000 per day (Non-Performance penalty applicable per calendar day). 									
X18	Limitation of liability										
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	<ul style="list-style-type: none"> Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue 									
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	<ul style="list-style-type: none"> Total of the losses incurred and/or repairs to the damages caused 									
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	<ul style="list-style-type: none"> Total of the losses incurred and/or repairs to the damages caused 									
X18.4	The Contractor's total liability to the Employer, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<ul style="list-style-type: none"> The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: <ul style="list-style-type: none"> - Defects due to manufacture and fabrication outside the Site, - loss of or damage to property (other than the works, Plant and Materials), - death of or injury to a person. - damage to third party property; and - infringement of an intellectual property right. 									
X19	Works Order										
X19.1	The Contractor submits a Works Order programme to the Service Manager within	<ul style="list-style-type: none"> N.A. 									
X20	Key Performance indicators										
X20.1	The incentive schedule for Key Performance Indicators is in	<ul style="list-style-type: none"> N.A. 									

X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	<ul style="list-style-type: none"> N.A.
Z	The additional conditions of contract are	
Z1	Tax Invoices	<p>The Contractor's invoice</p> <p>Delete the first sentence of core Clause 50.2 and replace by:</p> <p>Invoices submitted by the <i>Consultant</i> to the <i>Employer</i> include:</p> <ul style="list-style-type: none"> the details stated in the Scope to show how the amount due has been assessed, and the details required by the <i>Employer</i> for a valid tax invoice. <p>Delete the first sentence of core Clause 51.1 and replace by:</p> <p>Each payment is made by the <i>Employer</i> within 30 days of receiving the <i>Consultant's</i> invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated</p>
Z2	Communications	<p>Add to the end of the first sentence in core Clause 13.1</p> <p>Excluding communication by a communication protocol allowing the interchange of short text messages between mobile telephone devices and a store-and-forward method of writing, sending, receiving and saving messages over the internet.</p>
Z3	Selection and appointment of the Adjudicator	<ul style="list-style-type: none"> A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.jointcivils.co.za) whose availability to act as the Adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the Adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the Adjudicator. The Parties appoint the selected Adjudicator under the NEC Adjudicator's Contract, June 2005 with amendments June 2006.
Z4	Notification of a compensation event	<ul style="list-style-type: none"> Replace eight weeks in clause 61.3 with two weeks.

C1.2.2 DATA PROVIDED BY THE CONTRACTOR

Data which will apply to all work under the Term Service Contract

CLAUSE/OPTION		DATA	
10.1		• The legal name of the Service Provider is:	
		• Physical Address:	
		• Postal Address:	
		• Telephone	
		• Facsimile:	
		• E-Mail Address:	
5.3	Designated Representative	• The authorised and designated representative of the Service Provider is:	
		• The address for receipt of communications is:	
		• Physical Address:	
		• Postal Address:	
		• Telephone	
		• Facsimile:	
		• E-Mail Address:	

C1.3 HEALTH AND SAFETY AGREEMENT

Article of Agreement in terms of Section 37(2) of the Occupational Safety Act, 1993 between

CITY OF TSHWANE
(Hereinafter referred to as the “EMPLOYER”)

AND

Herein represented by _____ in his/her capacity as _____ duly authorised by virtue of a resolution dated _____, attached hereto Annexure A, of the said _____ (herein after referred to as the “CONTRACTOR”)

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of

ROC 03 2025/ 26 TENDER FOR THE RESURFACING AND REFURBISHMENT OF ALL-WEATHER HARD SURFACES AT VARIOUS SPORT FACILITIES IN THE CITY OF TSHWANE, AS AND WHEN REQUIRED, FOR A 3-YEAR PERIOD.

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993, hereinafter referred to as the “ACT”), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

Copy of appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

the CIDB Standard for Uniformity

(e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____

on this _____

day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____

on this _____

day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.4 ADJUDICATOR'S AGREEMENT

This agreement is made on the _____ day of _____ between:

_____ (name of company / organisation)

of _____

_____ (address) and

_____ (name of company / organisation)

of _____

_____ (address) (the

Parties) and

_____ (name of Adjudicator)

of _____

_____ (address) (the

Adjudicator).

Disputes or differences may arise/have arisen⁴ between the Parties under a Contract dated _____ and known as _____

and these disputes or differences shall be/have been⁵ referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 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 as set out in the Contract Data.
- 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.

SIGNED by: _____

Name: _____

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

SIGNED by: _____

Name: _____

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

SIGNED by: _____

Name: _____

the Adjudicator in the presence of

Witness _____

Name: _____

Address: _____

Witness: _____

Name _____

Address: _____

Witness: _____

Name: _____

Address: _____

Date: _____

Date: _____

Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	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.
3	The Adjudicator shall be paid an appointment fee of R _____. 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 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not ⁶ currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) 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.

PART C2: PRICING DATA

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C2.2	PRICING SCHEDULE.....	128

C2.1 PRICING INSTRUCTIONS

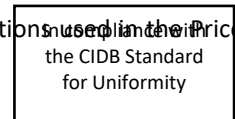
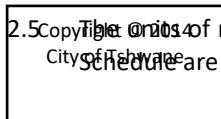
1. General

- 1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink, and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
- 1.2 The Price Schedule shall be read with all the documents which form part of this Contract.
- 1.3 The following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.
 - Quantity: The number of units of work for each item.
 - Rate: The payment per unit of work at which the tenderer tenders to do the work.
 - Amount: The product of the quantity and the rate tendered for an item.
 - Lump sum: An amount tendered for an item, the extent of which is described in the Price Schedule, the Specifications and the Project Specifications, but the quantity of work of which is not measured in any units.
- 1.4 Reference shall be made to the General and Special Conditions of Contract regarding Provisional and Prime Costs Sums.
- 1.5 Work reserved for Labour Intensive construction methods will be numbered with a prefix "LI" in the Price Schedule to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the project specification.

2. Pay Items

- 2.1 Descriptions in the Price Schedule are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Price Schedule, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.
- 2.2 The item numbers appearing in the Price Schedule refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specifications.
- 2.3 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 2.4 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

2.5 The units of measurement described in the Price Schedule are metric units. Abbreviations used in the Price Schedule are as follows:



mm	=	millimetre	h	=	per hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (metric = 1000kg)
m ²	=	square metre	no	=	number
m ² . pass	=	square metre pass	sum	=	sum
ha	=	hectare	MN	=	mega newton
m ³	=	cubic meter	MN.m	=	mega newton metre
m ³ .km	=	cubic meter kilometre	PC sum	=	prime cost sum
ℓ	=	litre	prov sum	=	provisional sum
kℓ	=	kilolitre	%	=	percent
MPa	=	mega pascal	kW	=	kilowatt
V	=	volt	KVA	=	kilo volt ampere
A	=	ampere	R/only	=	rate only
month	=	per month	pe	=	per establishment
day	=	per day	pm	=	per person per month
pd	=	per person per day	p	=	per person
ph	=	per person per hour			

2.6 The method of measurement published by the City of Tshwane in section 001 clause 04 and the clauses titled “Measurement and Payment” in the various sections of the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005, is applicable, subject to the variations and amendments contained in section C3.5.

3. Rates

3.1 The prices and rates to be inserted in the Price Schedule are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

3.2 A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not.

An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

3.3 The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.

3.4 **City of Tshwane** Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.

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- 3.5 The tenderer shall not group together a number of items and tender one rate for such group of items.
- 3.6 All rates and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 3.7 All prices and rates entered in the Price Schedule must be excluding VAT. VAT will be added last on the summary page of the Price Schedule.
- 3.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 3.9 The employer reserves a right to conduct service provider's capability to deliver on the contract and as such any service provider found to pose a risk of non-delivery on any material fact will and/or shall be disqualified.

4. Corrections of entries made by tenderer

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry, and the correct entry shall be written above in black ink, and the full signature of the Tenderer shall be placed next to the correction.

5. Quantities for evaluation only

The quantities set out in the **Pricing Schedule**, are only approximate quantities and will only be used for **tender evaluation purposes**. These quantities do not reflect any work to be done. The amount of work to be done is **"as and when required"** i.e. unknown. The quantities given are therefore neither warranted nor guaranteed.

C2.2 PRICING SCHEDULE

Detailed pricing schedule as attached (06 Part C2 Pricing Data ROC03 2025/26 Resurfacing All Weather Surfaces).

General Conditions

- This is a rates only tender.
- All the totals in the tender are used for evaluation purposes only and does not reflect the value of the tender.
- The quantities mentioned are estimates to be used for evaluation purposes only and the Municipality reserves the right to increase or decrease same.
- The City reserves the right to appoint one or more than one tenderer.
- The tenderer must tender for all individual items on the pricing schedule.
- The tender will be awarded as whole.
- The City will enter into price negotiations with the selected bidders to achieve the lowest acceptable rates for the contract.

Award

- The city intends to award two tenderers for all the individual items on the pricing schedule.
 - The successful tenderers will be allocated into the following two groups:
1. GROUP A: Region 1, 2, 4, 5, and 6.
 2. GROUP B: Region 3 and 7

PRICING SCHEDULE

Item	Material number	Item Description	Unit	Estimate Quantity	Price per Unit (Excl. VAT)	Total Amount (Excl. VAT)
		ITEM 1				
		Please see Paragraph 3.2, Section B:				
		COURT RESURFACING				
3.2.1	3038892	Item consists of 2 court evenness surveys (1 survey before and 1 survey after the court was coated). See Court Slope Measurements as per Table 3 (Part C3 Scope of Works – page 21).	No	85	R	R
3.2.2	3038893	Prepare surface and surrounding area	m ²	55080	R	R
3.2.3	3038894	Pre-Coating Repairs	m ²	255	R	R
3.2.4.1	3038895	Full-Depth repair reconstructive repairs and maintenance	m ²	1530	R	R
3.2.4.2	3038896	Overlay reconstructive repairs and maintenance	m ²	1530	R	R
3.2.5	3038897	Fibre netting glued on total surface.	m ²	55080	R	R
3.2.6	3038899	Apply 3 Acrylic base coats	m ²	55080	R	R
3.2.7	3038898	Apply 2 Acrylic colour coats	m ²	55080	R	R
3.2.8	3038900	Mark and paint court lines according to international standards per running meter	m	7650	R	R
					Item Total (Excl of VAT)	R

Pricing is for evaluation purposes only and does not reflect the value of the tender.

ITEM 2

Please see Paragraph 3.3, Section C: GENERAL REPAIRS AND MAINTENANCE

Item	Material number	Item description	Unit	Estimate Quantity	Price per Unit (Excl. VAT)	Total Amount (Excl. VAT)
3.3.1	3038909	Replace perimeter concrete slab with built-in weed barrier 3m x 750mm x 200mm (slope to 150mm)	m ²	540	R	R
3.3.2	3038908	Repair perimeter concrete slab	m ²	540	R	R
3.3.3	3038902	Supply and Install Tennis Hook and winder set for tennis net post (Galvanized)	Each	30	R	R
3.3.3.1	3038907	Repair existing Tennis: Hook and winder for tennis net post (Galvanized)	Each	30	R	R
3.3.4	3038901	Supply and Install Tennis: Centre band hook (Galvanized)	Each	30	R	R
3.3.4.1	3038906	Repair Tennis: Centre band hook	Each	30	R	R
3.3.5	3038912	Welding work	Hr	680	R	R
3.3.6	3038904	Painting work	m ²	680	R	R
3.3.7	3038911	Trenching 1m x 500mm per running meter	m ³	180	R	R
3.3.8	3038903	Supply and Install Exposed Aggregate Interlocking Paver 70mm - Grey including subbase to be very well compacted.	m ²	540	R	R
3.3.8.1	3038905	Lift and re-install Exposed Aggregate Interlocking Paver 70mm - Grey including subbase to be very well compacted.	m ²	540	R	R
3.3.9	3038910	Spraying of weeds including a follow up	m ²	540	R	R

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Contract: ROC 03 2025/ 26 Tender for the resurfacing and refurbishment of all-weather hard surfaces at various sport facilities in the City of Tshwane, as and when required, for a 3-year period

Part C1: Agreement and Contract Data



Item	Material number	Item description	Unit	Estimate Quantity	Price per Unit (Excl. VAT)	Total Amount (Excl. VAT)
		spray after six weeks				
					Item Total (Excl. VAT)	R

Pricing is for evaluation purposes only and does not reflect the value of the tender.

ITEM 3

Please see Paragraph 3.4, Section D: GENERAL REPAIRS AND MAINTENANCE

Note	All post cost to include removal and re-planting of post and treatment with rust prevention paint base
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Item	Material number	Item description	Unit	Estimate Quantity	Price per Unit (Excl. VAT)	Total Amount (Excl. VAT)
3.4.1	3038928	Supply and install heavy duty Tennis net post	Each	30	R	R
3.4.1.1	3038937	Repair and paint existing Tennis net post	Each	15	R	R
3.4.2	3038923	Supply and install heavy duty Tennis pole net	Each	30	R	R
3.4.3	3038927	Supply and install heavy duty Netball post	Each	20	R	R
3.4.3.1	3038936	Repair and paint existing Netball post	Each	20	R	R
3.4.3.2	3038939	Repair and paint existing Netball ring	Each	20	R	R
3.4.4	3038926	Supply and install heavy duty Korfball post	Each	5	R	R
3.4.4.1	3038935	Repair and paint existing Korfball post	Each	5	R	R
3.4.4.2	3038915	Supply and install complete heavy duty Korfball post Basket only	Each	5	R	R
3.4.5	3038919	Supply and install complete heavy duty Basketball pole, dunk-ring and backboard	Each	20	R	R
3.4.5.1	3038921	Supply and install complete heavy duty Basketball pole	Each	20	R	R
3.4.5.2	3038916	Supply and install complete heavy-duty dunk-ring	Each	20	R	R
3.4.5.3	3038914	Supply and install complete heavy duty	Each	20	R	R

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Item	Material number	Item description	Unit	Estimate Quantity	Price per Unit (Excl. VAT)	Total Amount (Excl. VAT)
		Basketball backboard				
3.4.5.4	3038933	Repair and paint existing Basketball pole	Each	20	R	R
3.4.5.5	3038938	Repair and paint existing Basketball ring	Each	20	R	R
3.4.5.6	3038931	Repair and paint existing Basketball backboard	Each	20	R	R
3.4.6	3038918	Supply and install complete heavy duty Volleyball poles including heavy duty net	Set	15	R	R
3.4.6.1	3038920	Supply and install heavy duty Volleyball pole	Each	15	R	R
3.4.6.2	3038922	Supply and Install Volleyball heavy duty net	Each	15	R	R
3.4.6.3	3038934	Repair and paint Volleyball pole	Each	15	R	R
3.4.7	3038925	Supply and Install Line fence post x 1 - Height = 3.6m - 50 mm diameter & 2mm wall thickness (Galvanised & Painted green)	Each	30	R	R
3.4.8	3038924	Supply and Install Corner fence post x 1 - Height = 3.6m - 101mm diameter with 3mm wall + 2 x 45degrees support pipes 3m x 40mm (Galvanised & Painted green)	Each	30	R	R
3.4.9	3038940	Repair existing Diamond mesh fence 3.6m x 50mm x 2mm per 30m with	(m ²)	360	R	R

Item	Material number	Item description	Unit	Estimate Quantity	Price per Unit (Excl. VAT)	Total Amount (Excl. VAT)
		4 horizontal straining wires				
3.4.10	3038929	Supply and Install Top/bottom fence rail x 1 Length 3m - 38mm diameter with 2mm wall thickness (Galvanised & Painted green)	(Each)	360	R	R
3.4.11	3038917	Supply and install with new Diamond mesh fence 3.6m x 50mm x 2mm per 30m with 4 horizontal straining wires	(Each)	360	R	R
3.4.12	3038913	Supply and install pedestrian gate 1.4m x 2.1 m with frame Galvanized & painted green)	(Each)	40	R	R
3.4.12.1	3038932	Repair and paint pedestrian gate 1.4m x 2.1 m with frame Galvanized & painted green)	(Each)	40	R	R
3.4.13	3038941	Practice Court Wall - Re-plaster and paint	(m ²)	10	R	R
3.4.14	3038930	Practice Court surface 3 base and 2 colour acrylic coats	(m ²)	10	R	R
Item Total (Excl. VAT)						R

Pricing is for evaluation purposes only and does not reflect the value of the tender.

Pricing is for evaluation purposes only and does not reflect the value of the tender.

ITEM 4: MISCELLANEOUS COSTS

Item	Item description	Unit	Quantity	Price per Unit (Excl. VAT)	Total Amount (Excl. VAT)
4.1	Mark-up in percentage on material and/ or labour plus proven costs (actual quotation attached) on all repair work including procurement of items not covered in supply and installing. (not exceeding 15%)	Assume material and/ or labour plus proven costs as R1 000 for evaluation purposes. <i>(The R1 000 will be replaced with the amount on the actual quotation including the mark-up % after appointment).</i>	1	R1 000 X _____%	R
Item Total (Excl. VAT)					R

Percentage mark-up on item 4 (15% max). The contractor must submit a minimum of two quotations to the Deputy Director for approval before commencement of work. The quotations submitted for Miscellaneous Costs must meet the Employer's approval. Where the contractor is unable to secure a minimum of two quotations required, they must submit a sworn affidavit from the local police station to which the Regional Director shall make the final approval.

Pricing is for evaluation purposes only and does not reflect the value of the tender.

PRICE SCHEDULE SUMMARY			
Item	Item description		Price per unit (Excl. VAT)
1	ITEM 1 Please see Paragraph 3.2, Section B: COURT RESURFACING		R
2	ITEM 2 Please see Paragraph 3.3, Section C: GENERAL REPAIRS AND MAINTENANCE		R
3	ITEM 3 Please see Paragraph 3.4, Section D: GENERAL REPAIRS AND MAINTENANCE		R
4	ITEM 4 Mark-up in percentage on material and/ or labour plus proven costs (actual quotation attached) on all repair work including procurement of items not covered in supply and installing. (not exceeding 15%)	Assume material and/ or labour plus proven costs as R1 000 for evaluation purposes. (The R1 000 will be replaced with the amount on the actual quotation including the mark-up % after appointment).	R1 000 X _____%
Total (Excl. VAT)			R
VAT			R
Total (Incl. VAT)			R

REGIONAL OPERATIONS AND COORDINATION

BID NAME

TENDER FOR THE RESURFACING AND REFURBISHMENT OF ALL WEATHER HARD SURFACES AT VARIOUS SPORT FACILITIES IN THE CITY OF TSHWANE, AS AND WHEN REQUIRED, FOR A 3 YEAR PERIOD

BID NUMBER

(ROC 03 2025/26)

2. INTRODUCTION AND PURPOSE

Municipal sport facilities, especially all types of all-weather hard surfaces play a critical role in the well-being of the community and thus have been mandated by Schedule 5, Part B of the Constitution of the Republic of South Africa, 1996. These municipal facilities ensure that a sport and recreational service is delivered to the communities in Tshwane. In some regions, the municipal facilities are the only recreational service available to the community.

This tender makes provision for the specialized services of resurfacing various all-weather hard surfaces including, but not limited to Tennis, Netball, Volleyball, Basketball, Multipurpose and other types of hard surfaces and related scope of works in the City of Tshwane over a three-year period as and when required.

3. BACKGROUND

The City of Tshwane owns many sports and recreational facilities (formal and informal) located across all Regions. The two main stakeholder are Regional Operations and Coordination Department and Community and Social Development Services Department. These facilities provide among others, access to all-weather courts and hard surfaces for the participation in professional and recreational sport and recreation activities.

The aim and objectives of the project is to ensure that safe and functional use of these facilities by members of the community and sporting bodies is made possible through means of scheduled and unscheduled maintenance. The appointed service provider needs to be able to deliver a consistent high-quality long-lasting product (all-weather courts and hard surfaces) to the City of Tshwane and the community.

Since building or resurfacing one or more all-weather courts is not only relatively expensive but also a long-term investment, special care should be taken in the selection of professionals involved in the project. As such the resurfacing of various all-weather hard surfaces is a specialised service varying from international quality requirements to recreational requirements. Regular upkeep (suggested every 5–7 years) can prevent the need for full-depth reconstruction by addressing cracks before they reach the foundation.

A qualified Service provider will be considering the following factors:

(a) Make a submission based on equivalent specifications as described in the International Tennis federation Facility Guide that can be found on the link below:

<http://itf.uberflip.com/i/1255985-facilities-guide/1?>

(b) The Service provider must be knowledgeable about and have had experience in dealing with repairs and maintenance of slope and drainage correction, base materials, type of surfaces, types and focusing of lights, fencing, nets, net posts, resurfacing and acceptable tolerances.

(c) Shortlisted Service providers must provide traceable references which will allow the city to do first hand inspection of courts maintained and repaired by the service provider, completed from 2020 but not later than 2025. (Not new courts build). These projects should have preferably be done within a radius of 70km from Tshwane House, Pretoria CBD. In checking these references, attention will be paid to lasting workmanship, ability to meet schedules and previous customers' general satisfaction.

(d) The Service provider must be able to provide a written 2-year guarantee against defective materials or workmanship.

4. PROJECT SCOPE

The project scope includes all work related to the resurfacing, reconstructing, repairing, resealing, refurbishment and painting of lines and surfaces required at the various courts and hard surfaces. The scope includes but is not limited to repairs and maintenance of paving, fences, all types of poles, rings, and posts, (Ex: basketball poles, netball poles), nets, net winders and related items and furniture (Ex: Empire Chairs, Spectator and player seating and stands and dustbins).

SECTION A: GENERAL ARRANGEMENTS

4.1 Procedure for handing-over of project to completion

POSITION	REPRESENTATIVE
Project Coordinator	Director ROC
Project Manager	Regional Deputy Director or Functional head
Facility Manager	Sport and Recreation officer
Club Representative	Delegated in writing by the Club Committee

The site will be handed over to the service provider at the “On Site Kick off meeting”. From there onwards it is the responsibility of the service provider to do on-going quality checks including the snagging list to ensure that the completed scope of works comply with the tender conditions in every respect. On completion of the scope of works or the agreed section of the scope of works, the service provider needs to notify the project manager who will in turn snag the work and issue a snag list. This list may need to be produced from several snagging inspections as may be necessary or convenient.

Thereafter, and upon notification by the service provider of completion of the snagged items, the project manager shall re-inspect these items to de-snag them. Only upon the de-snagging of all items on the list, or those snag items in an agreed section of the scope of works, shall the scope of works or such section of the scope of works as agreed upon, be deemed to be complete for handing over purposes. Until final handover is achieved, the scope of works, shall remain under the service provider’s responsibility and insured by him.

4.2 Storage of Materials

The service provider may be permitted to store materials on site, but only in the area demarcated and agreed on by the project manager at the handover of the site to the service provider. The service provider will be required to keep the site in a safe, neat and orderly fashion. All cost related to the establishment of a site, if necessary, must be included in the pricing.

4.3 Delivery of Materials

The service provider is responsible for taking all possible precautions to avoid damage to Municipal property and to prevent obstructions on any normal access road within the property.

4.4 Safety and Security of the Scope of works

The service provider is responsible for the safe storage of his own materials stored on site, and for the safety and security of his workforce and for the work in general for the duration of the project.

4.5 SECTION B: COURT RESURFACING

STEPS FOR COURT RESURFACING

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The service provider should be familiar with all the sport specific terms related to court resurfacing and maintenance work needed. The service provider also needs to be competent in using the list of equipment required to perform the work.

1. Court survey

The City of Tshwane courts should comply as close as possible with International Tennis Federation (ITF) standards for court evenness, slope, and planarity. (ITF CS03/03). These ITF standards can be found on pages 32 to 38 Front Cover PDF booklet as published at itftennis.com or <https://www.itftennis.com/media/4420/2021-technical-booklet.pdf> of the ITF technical booklet published in 2025. **To ensure compliance and that coating is done to meet these standards a survey of the court evenness and slope need to be done before and after coating. Table 3 must therefore be completed both before and after resurfacing or reconstruction.** The aim is to achieve a court with a slope of not more than 1:100 in one direction, from side to side (not back to front) and to ensure that the inside of the marked court is free of bumps and indentations.

2. Prepare surface and surrounding area

i. Clean surface

1. Remove all loose dirt from surface and surrounding area that may impact the resurfacing process.
2. Remove all weeds, roots and grass on court surface and 1m surrounds fence or skirting.
3. Wash court with water or a blower if water is not available.
4. If court surface shows algae growth, wash with anti-fungal solution to remove.
5. Scrape loose and peeling surfaces until firm surface is reached.
6. Apply weed killer in accordance with manufacturer's instructions in a 1m area surrounds fence or skirting.
7. Final cleaning of court to be done using blower or compressed air.

ii. Small and Medium Crack cleaning and preparation

2. Small cracks are less than 5mm wide.
3. Medium cracks are between 5mm and 9mm.
4. Small and medium cracks are not deeper than old coating.
5. Clean with compressed air - and remove loose material from cracks.
6. Do not widen or deepen cracks.
7. Fill crack with flexible acrylic crack filler, flush to surface.

iii. Larger Crack cleaning and preparation

1. Large cracks are 10mm or wider.
2. They are extending through old coating into court base.
3. If extending through old coating into base, then use screwdriver/chisel/scrapper or grinder to open crack to depth of ± 100 mm.
4. Remove all roots, dirt and loose material.
5. Clean with compressed air or blower to remove loose material from cracks
6. Do not widen or deepen cracks further.

Note - If scope of work is for re-surfacing only and larger cracks (that may indicate serious problems with the court base) become evident during court cleaning, the project manager must be consulted on the way forward.

iv. Mark "birdbaths" and bumps

1. A birdbath is a depression allowing more than 2mm water to accumulate and remaining on court surface for 15 minutes after rain/watering.
2. The water drainage test must contain dated and timed before and after photos (no ponding > 1mm after 30 mins)
3. A bump is where an area of the court is raised to more than 2mm above the surrounding court area.
4. Birdbaths and bumps are identified using a 3m long straight edge made of box section aluminium or equivalent.
5. All birdbaths and bumps must be marked clearly from the start of the deviation from the normal surface using chalk.

3. Pre-coating repairs

i. Larger cracks

1. Larger cracks need to be repaired prior to applying coating layers.
2. Fill up deeper cracks with pothole repair mix (Stone\gravel of between 4 mm to 6mm grain, cement and river sand) filler.
3. Sand crack after filler has dried to hone edges down to be flush to court surface.

ii. Birdbaths and bumps

1. Use river sand, dry tar, cement, and water mixture to level birdbaths.
2. After filling the filled area must not be higher\lower than surrounding court.
3. Sand down with industrial sander if needed to ensure repaired area is at same height than surrounding court.
4. Check and demonstrate elimination of birdbaths/bumps by using a 3m long straight edge level made of box section aluminium or equivalent.

4. Full-Depth reconstructive and overlay repairs and maintenance on existing courts.

The difference between:

Full-Depth Repair Reconstruction	Overlay Reconstruction
Base removed completely	Keeps existing base
Required for structural failure	Suitable for surface wear & minor cracking

i. Overlay or surface renewal reconstruction

Overlay is done when the court surface has deteriorated (cracking and surface wear) but the base structure is still largely sound. It restores playability without complete demolition. If the base is stable but the surface is aged, a 2.5cm thick layer of new, fine-graded hot-mix asphalt can be applied, followed by a 30-day curing period before acrylic coating.

Steps in Structural Overlay

1. Install a new asphalt overlay layer.
2. Tack coat applied to existing surface.
3. Place a 25–40mm asphalt overlay.
4. Machine laid and compacted the new surface
5. Laser or straight-edge levelling to meet tolerance
6. Typical tolerance is max 2mm deviation under a 3m straight edge (depending on specification).

ii. Full-Depth Repair

Where an asphalt or concrete court has significant cracks or structural damage, standard resurfacing is not enough. Reconstructive repairs focus on the base layer and correcting foundational issues. In cases of severe base failure, the damaged asphalt must be removed, the base subgrade repaired, and new hot mix asphalt applied.

For both full-Depth reconstructive and overlay repairs and maintenance on existing courts

- i. Follow steps 2 (Prepare surface and surrounding area) and 3 (Pre-coating repairs) above.

5. Apply fibre netting base

For major cracking, a geotextile membrane or fiberglass mesh can be installed over the cracks before resurfacing. This acts as a barrier that allows the crack to move without reflecting back through the new surface immediately.

- i. Fibre netting to be glued to total court surface, using the appropriate bonding material. No patching allowed.
- ii. Manufacturer instructions to be followed carefully.
- iii. Allow 1 day to settle, show proof with before and after photo including date and time.

6. Apply Base Coats – 3 layers

- i. Three (3) Layers of Acrylic based base coats.
- ii. Coats to consist of a mixture of sand, water, undiluted fibre, and acrylic based glue (minimum 5% of mixture).
- iii. Mixture to be mixed with a mechanical mixer to achieve a consistent product.

6.1. General coating parameters

- iii. An infra-red thermometer must be used to measure court surface temperature, show proof with photo including date and time.
- iv. Allow at least 3 hours between coatings, show proof with photo including date and time.
- v. Where the maximum daytime temperature is below 20°C a maximum of 2 coatings to be applied in one day.
- vi. Do not start coating after 10:00 in the morning as the heat will dilute the mix.
- vii. No coating to be applied after 16H00.
- viii. Do not apply coating if the surface is wet.
- ix. Apply coats parallel to net.
- x. Do not allow coating on one part of the court only.
- xi. Do not allow material to dry out while applying layer.
- xii. Ensure that the mixture can hold the sand in suspension and not allow it to collect at the bottom of the mix.
- xiii. Mix (stir) the mixed materials just prior to using to keep particles in suspension.
- xiv. In a 200ℓ drum the glue must not be less than 10% of the mixture. In total the mixture must fill a 200ℓ drum.
- xv. Inspect for ridges and squeegee marks after each coat has dried and scrape or grind/sand smooth before proceeding.
- xvi. When a bottom rail is present at the fence, ensure that drainage spaces are left or cut/chiselled after coating without damaging the rail.
- xvii. No surface deviation (up or down) of greater than 4mm is allowed in any direction on the playing surface in a circle with radius of 3m, using a 3m long straight edge level made of box section aluminium or equivalent.

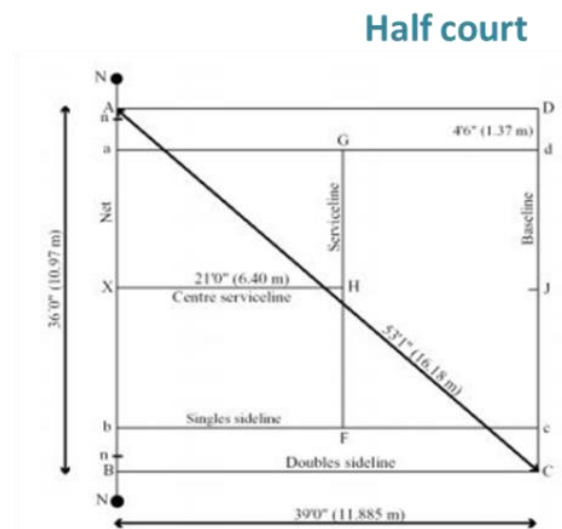
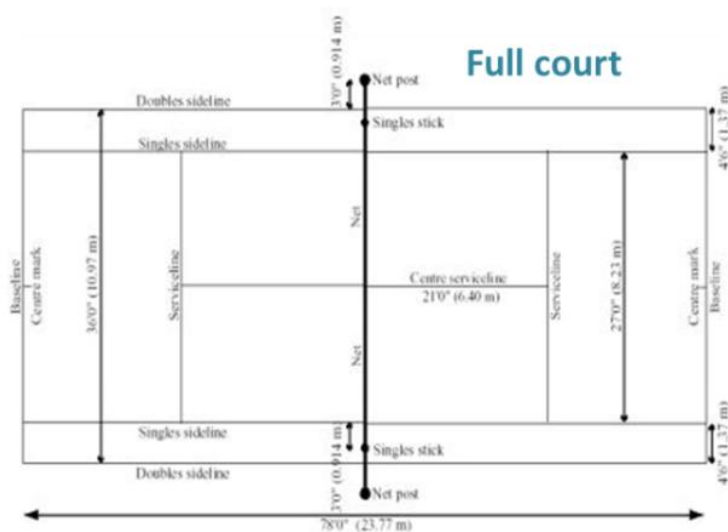
7. Apply Colour coatings - 2 layers

The only deviation from the green and red colouring is that an all-green colouring or any other colour may be requested by the club during the “On site kick-off meeting”.

- i. Using the same mixture as for the Base Coat (paragraph 5 above) add powder oxide colourant to achieve the desired colour.
- ii. The same general coating parameters as stipulated in the General coating parameters (paragraph 6 above) must be followed.
- iii. No streaky appearance - The court should display a uniform colour and texture at a distance of 8 to 10 metres, with the sun directly above or behind the viewer.
- iv. Courts should be allowed to settle for at least 5 days after the application of the colour coatings before play is allowed.
- v. Take note that other colours may lead to discolouration of balls during play.

8. Paint Lines

- i. Lines are to be set out and painted exactly to the standard measurements for that code for which the court has been resurfaced.
- ii. Multi-purpose courts are to be painted in different colours.
- iii. All lines for courts are to be set out and painted exactly to ITF standard measurements as on pages 32 and 33 of the ITF Rules of Tennis.
(<https://www.itftennis.com/media/4420/2021-technical-booklet.pdf>)



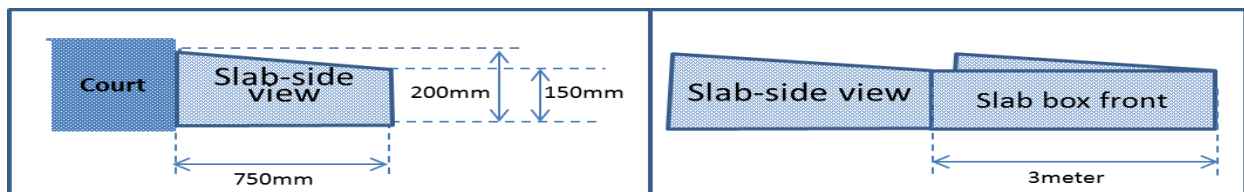
- iv. All measurements are to the OUTSIDE of the lines, and no court dimensions should vary by more than 6mm.
- v. All lines should be a 50mm wide.
- vi. The centre mark on the baseline to extend 100mm into the court area from the inside of the baseline.
- vii. Use an Acrylic water-based paint.
- viii. Lines to have sharp edges – no smudges or running of paint are acceptable.

4.6 SECTION C: GENERAL REPAIRS AND MAINTENANCE

1. Lay perimeter concrete slabs

If required Scope of works may indicate the laying of concrete slabs around court perimeter to improve the draining of water and limit spread of weeds to court surface.

- i. Clear surface of any vegetation\weeds and apply weed killer\insecticide.
- ii. Spraying of weeds including a follow up spray after six weeks.
- iii. Lay down a solid plastic weed barrier
- iv. Build wooden frame as indicated below.



- v. Each box will require a minimum of:
 - a. All-purpose Cement 2¼bags of 50KG each
 - b. Concrete stone 22mm 0.3 m³
 - c. River Sand 0.3 m³
- vi. Slabs to start 10mm below court surface at court end.
- vii. Joint to court surface must be sealed with flexible sealant.
- viii. Joints between slabs must be sealed with flexible sealant.
- ix. Slabs to be treated with bonding agent and coated with final matching colour coat during coating process.

2. Repair perimeter concrete slabs

Where existing perimeter concrete slab is damage or worn out, cut out the damaged sections and replace following the steps in the above-mentioned step 3.3.1.

General conditions for all poles and post.

All permanent fixtures e.g. goal posts, net posts, fence posts, centre anchor, etc. that are inside/on the court surface and that require repair/replacement that will impact the court surface must be done prior to the application of any re-surfacing layers.

All poles and posts need to be erected at 90° angle (level) relative to court surface.

Posts can be installed as permanent fixtures (where courts are exclusively used for a sporting code), or a sleeve can be installed with the net post sliding in/out to enable easy removal of posts on multi-sport surfaces. Caps that will cover the sleeves holes flush to the court floor must be included.

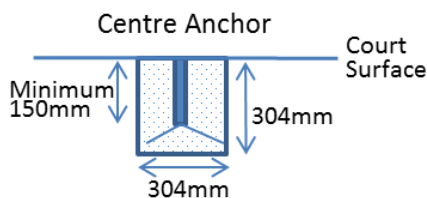
All steelwork example posts, rings or backboards that are being repaired must be painted with rust protection and with a matt green weather resistant topcoat or as directed by the project manager. If one pole is repainted, the opposite pole of the same court must also be repainted. Seal joints between foundation and court base flush with the surface.

3. Tennis Hook and winder set for tennis net post (Galvanized)

Install or replace the set of two tennis hook and winder that is compatible with the existing or newly installed tennis poles.

4. Tennis Net Centre band Anchor / hook

- i. The centre band anchor is installed exactly at the mid-point between the net posts.
- ii. A ground anchor socket is set in cement as illustrated below.
- iii. All joints between cement and court base\surface must be sealed with flexible sand-filled crack filler sealant.
- iv. Joints at court surface level to be grinded\sanded to same level as surrounding court surface.
- v. Below drawing indicating the measurements of a net centre anchor installation – measurements are correct but drawings not to scale.



4.7 SECTION D: GENERAL REPAIRS AND MAINTENANCE

Installation of all posts should comply with the below requirements

Concrete to be used must be a minimum of 25MPa concrete with reinforced cage with Y12 rebar. Install the post according to the specifications for each code into the concrete, plumb and level to the surface. Allow a curing period minimum 7 days before use.

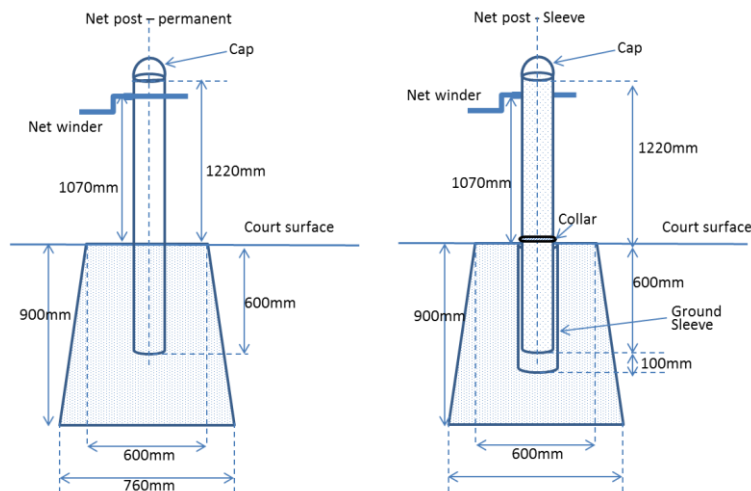
Corrosion protection will include that all steel components shall be cleaned, primed, galvanised and finished with polyurethane topcoat (Windsor Green). No visible rusting will be permitted.

Safety requirements that need to be observed are that the post should have no sharp edges, all welds ground smooth, structure must withstand dunking loads, and the installation must be rigid and vibration-free.

Testing and handover upon completion will include rim height to be measured and certified at the standard for the particular code, visual inspection of welds and a stability test performed.

1. Tennis Net Posts

- i. Below drawings indicating the measurements of a net post installation – measurements are correct but drawings not to scale.
- ii. The net post should be from galvanised steel and the diameter not less than 80mm with a wall thickness of 3mm.
- iii. A cap to prevent water from entering the inside of the pole extending at least 10mm over the pole edges must be fitted to the top of the pole.
- iv. Include installation.



2. Tennis net including installation

- v. Net must be black made of single twine 2.5mm thick polyethylene, tear resistant, 4.5mm x 4.5mm mesh squares in braided net body.
- vi. Net must not be less than 12.80m wide. Headband must be 12 cm HD vinyl sheath with 145kg tensile strength.
- vii. Bottom and side tapes must be HD vinyl on sheath.
- viii. The 3mm steel galvanized cable with 1mm PVC coating must have a break strength of 1000kg.



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In compliance with
the CIDB Standard
for Uniformity

3. Netball post

Netball posts can be installed as permanent fixtures, or a sleeve can be installed with the netball post sliding in/out to enable easy removal of posts on multi-sport surfaces.

- i. Use round mild steel tubing with a wall thickness of not less than 2mm and 65mm in width.
- ii. Top of the post must be steel capped and not project above the high of the steel ring.
- iii. Ring: use 15mm steel rod with 12 small steel loops through which the nylon mesh net is weave. (Net included) The ring must be 380mm internal diameter. Galvanised steel and coated with white Polyurethane.
- iv. Ring net: 1mm nylon mesh
- v. Post height: 3.05m or 2.4m for modified netball.
- vi. Installation: Cement poles into the ground 460mm x 460mm x 610mm. Mark out standard court to ensure correct positioning of poles before planting them.

4. Korfbal post

- i. Post height must be 3.5 metres from the ground with a bottomless adjustable synthetic Korfbal basket.
- ii. In-the-ground poles must be made from anodised aluminium (diameter 76 mm) with internal reinforcement for attachment of the synthetic Korfbal basket and a conical ground pipe 300 mm.
- iii. Installation: Cement poles into the ground 460mm x 460mm x 610mm. Mark out standard court to ensure correct positioning of poles before planting them.

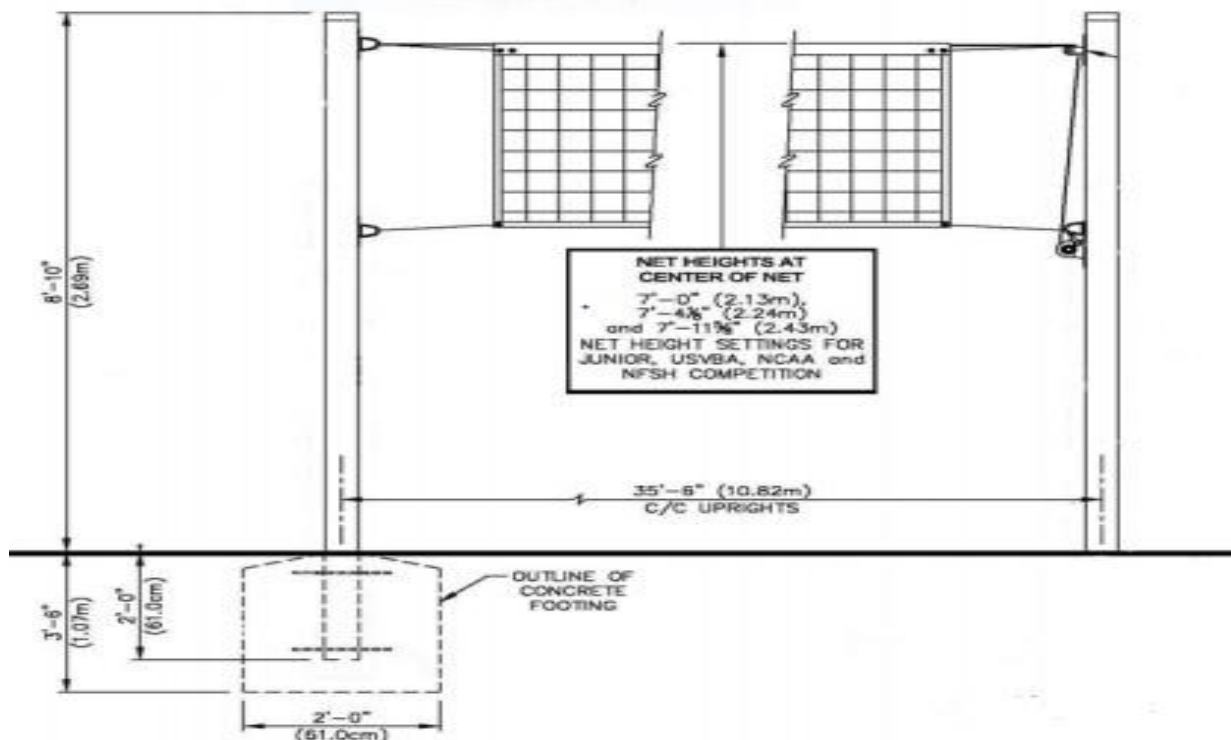
5. Basketball post

- i. The post for an in-the-ground unit must have a 1.2m overhang.
- ii. The post bracing must be diagonal bracing members (minimum 75mm x 75mm x 4mm square hollow section), fully welded triangular reinforcement for rigidity.
- iii. The post maximum allowable deflection load must be minimal and not visually excessive during dunking.
- iv. The post must be manufactured from square hollow section (SHS) steel tubing, suitable for outdoor use at public sports facilities. Minimum size: 150mm x 150mm x 5mm wall thickness.
- v. The post overall height to rim must be 3.05m (regulation height)
- vi. The finish product must be hot-dip galvanised, finished with polyurethane coating (Windsor Green) with a minimum 2-coat system, that are UV-resistant for outdoor use.
- vii. Backboard must be made of fiberglass 1.8 (w) x 1.05m (h) and a minimum of 10mm thick.
- viii. The backboard fasteners must be galvanised high-tensile bolts with the nylon-insert lock nut system for vibration and use anti-theft bolt heads where required.

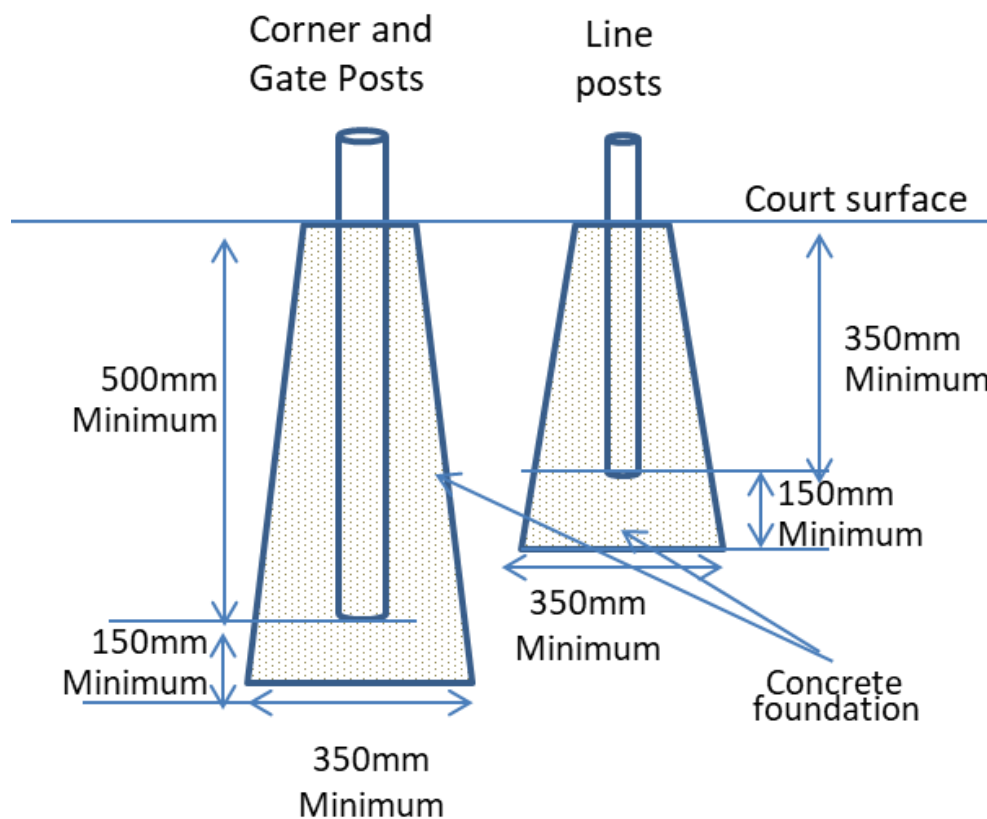
- ix. Provide a heavy duty multidirectional breakaway dunk ring, with a spring-loaded mechanism suitable for dunking. It should be maintenance free, requires no adjustment and will not sag over time.
- x. The ring mounting plate must be a minimum of 10mm thick steel plate with a finish powder-coated orange and the compliance rim height should be 3.05m above finished court level.
- xi. The ring must have a 50mm wide wrap around brace to provide a better visual target, 16mm high stretchy rim, rubber cushioned spring return, safety side covers and chain net tie system that will never tangle the net.
- xii. The backboard must be mounted onto a square 101 mm x 2.5mm walled steel tubing posts. Coated Windsor green with Polyurethane.
- xiii. The post imbedded foundation type: cast in-situ reinforced concrete footing with minimum size 1.0m x 1.0m x 1.2m deep (Subject to soil conditions and engineer approval)
- xiv. Concrete to be used must be a minimum of 25MPa concrete with reinforced cage with Y12 rebar
- xv. Install post to be embedded a minimum of 900mm into the concrete, plumb and level to the surface. Allow a curing period minimum 7 days before use.

6. Volleyball post including compatible heavy-duty net

- i. The net post should be from galvanised steel and the diameter not less than 80mm with a wall thickness of 3mm.
- ii. A cap to prevent water from entering the inside of the pole extending at least 10mm over the pole edges must be fitted to the top of the pole.
- iii. Below drawings indicating the measurements of a net post installation – measurements are correct but drawings not to scale.
- iv. Include installation.



- i. Replacing fence posts are done by removing damaged post digging and setting new post into a new concrete foundation.
- ii. Repairing a fence post are done by placing an internal sleeve inside the damaged area and welding it closed.
- iii. Care should be taken to not disturb court base unnecessarily.
- iv. Seal joints between foundation and court base/surface.
- v. A cap to prevent water from entering the inside of the pole extending at least 5mm over the pole edges must be fitted to the top of all poles.
- vi. All fence posts are painted with rust protection and with a matt green weather resistant topcoat.
- vii. Below drawings indicating the measurements of posts installation – measurements are correct but drawings not to scale.

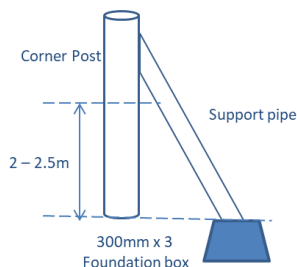


7. Line posts (Post between corner posts)

- i. Measurements 50 mm diameter & 2mm wall thickness

8. Corner posts

- i. Measurements 101 mm diameter & 3mm wall thickness.
- ii. Inside corner posts – that is corner posts between 2 courts must have 3 support pipes, 2 aligned with the back and one in line with the fence separating the courts.
- iii. Outside corner posts must have 2 support pipes of 3m– one aligned with side fence and the other with back/front fence
- iv. Support pipes must be anchored in concrete foundation of 300mm (L) x 300mm (W) x 300mm (D).
- v. Below drawing indicating the measurements of a corner post installation – measurements are correct but drawings not to scale.



9. Remove, repair and reinstall old fence

- i. When repairing a broken or rusted part of the fence care must be taken to replace the full section (back or side). The old fence must be taken down from corner post to corner post, fixed and refitted to the corner posts.
- ii. Four (4) x straining wires must be installed to provide support and stability.
- iii. The fence must be secured to the top and bottom rails.
- iv. All wire edges must be folded horizontally to fence and must not protrude inward or outward.
- v. A 50mm x 2mm diamond mesh fence must be used.

Or in the case that fence is still in good condition, but the fence needs to be removed for resurfacing or while perimeter repair and maintenance is in process the fence must be reinstated as specified above after resurfacing.

10. Fence rails top and bottom

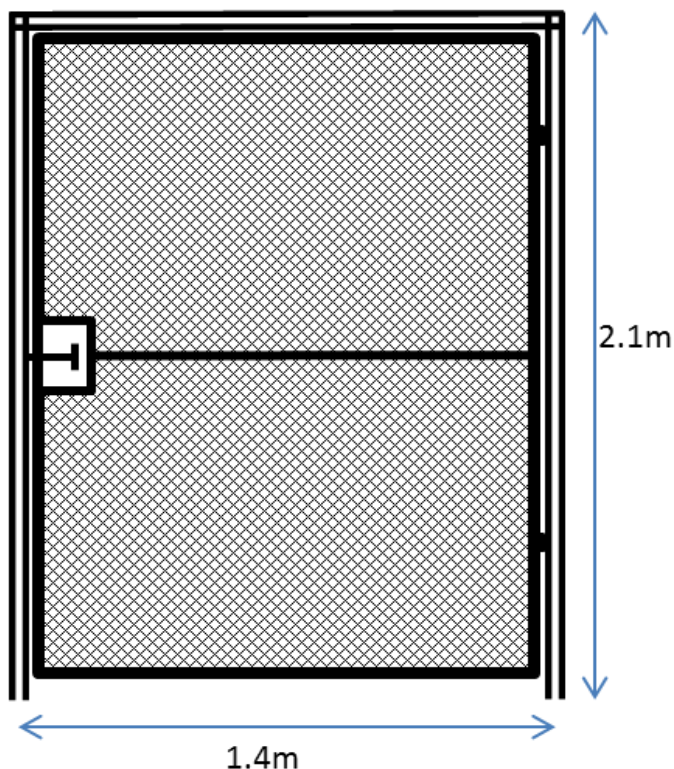
- i. Fence rails are pipes at the top and bottom of the fence between posts.
- ii. Rail pipes are welded to the corner/line posts, and the fence are attached to the rails.
- iii. Rail piping is made of galvanised steel and has a 38mm diameter with 2mm wall thickness.
- iv. When a bottom rail is installed, to secure fence space must be left beneath the rail to allow drainage.

11. Install new diamond mesh fence

- vi. When replacing an old fence the full section (back or side) needs to be replaced. The old fence must be taken down from corner post to corner post and the new fence fitted to the corner posts.
- vii. A minimum of four (4) x straining wires must be installed to provide support and stability.
- viii. The fence must be secured to the top and bottom rails.
- ix. Install new rails if no rails exist.
- x. All wire edges must be folded horizontally to fence and must not protrude inward or outward.
- xi. A 50mm x 2mm diamond mesh fence must be used.

12. Pedestrian gate replacement\repair

- i. Damaged gates must be replaced with a galvanised iron frame and diamond wire mesh tied off against the gate frame to fit existing gate or as illustrated below where a totally new gate and frame is installed.
- ii. Rail tubing and diamond mesh fencing as specified above must be used for the gate frame.
- iii. Gates are placed inside a frame constructed from welded galvanised piping 50mm diameter & 2mm wall thickness.
- iv. A sliding bolt to be installed in gate frame to enable secure closing of gate.



Tennis - Practice court wall

12.1. Paint damage repairs

- i. Remove paint and fill cracks.
- ii. Apply primer before applying green water based acrylic topcoat.
- iii. Paint 30mm horizontal white line at 0.920mm above the ground.

12.2. Plaster damage repairs

- i. Remove plaster from existing wall.
- ii. Wash wall and ensure that the wall is wet.
- iii. Apply plaster dots (15mm x 15mm with 10mm thickness) on the wall.
- iv. Apply plaster with 1:4 cement to sand mix.
- v. Allow to dry and paint wall as per paragraph 13.1 above.

13. Tennis: Practice Wall Court Surface

Carry out re-surfacing following the same steps as for court resurfacing.

14. Repairs

14.1. Repair work to existing equipment must include labour and material

14.2. All items repaired must be treated for rust and painted.

14.3. Where one item was repaired and painted, the same opposite item must be painted too. (Ex. Netball ring is welded back and pole is painted. The opposite pole must then be painted too.)

15. Annual maintenance

15.1. On the anniversary of the completion of the resurfacing project the service provider must inspect the court.

15.2. Clean the court

15.3. Do minor repairs

4.8 SECTION E: GENERAL MANAGEMENT PROCESSES

1. Joint cooperation

The resurfacing should be seen as a joint project between the Municipality, the Club using / renting the facility from the city and the appointed Service provider.

For successful completion of the project, it is vital that the parties understand their respective roles as per TABLE 1 in the process and that they commit to working together to complete the project.

- i. After the club, the municipal facility and project manager met to identify the maintenance needs, the service provider is appointed by the city as per approved tender.
- ii. Inform the club and request written objection within 7 days to any time frame clashes.
- iii. Introduce service provider to all parties during the "On Site Kick off meeting".
- iv. No work can commence prior to the "On Site Kick off meeting".

- i. The municipal facility and project manager must explain process, roles and responsibilities.
- ii. Confirm and agree on the general re-surfacing steps as set out in the scope of works.
- iii. One court must be completely re-surfaced (including lines painted) – prior to any other work, or as agreed at the “On Site Kick off meeting”.
- iv. The sequence of the courts to be re-surfaced is to be identified during the “On Site Kick off meeting”.
- v. An inspection will be held after completion of the first court to identify any problems and solutions agreed to avoid duplicating the same mistake all over.
- vi. Before continuing with the next stage, the service provider must receive written confirmation from the authorised project manager to proceed by means of the checklist being signed off.
- vii. Access to ablution facilities, water and electricity to be confirmed at the meeting.
- viii. Service provider to present timeline for completion of first court as well as subsequent work thereafter.
- ix. Club representative to put forward any special request e.g. timing of work.
- x. Agreement between parties on general timelines including inspection dates.

2. Inspections

The following documents needs to be handed over at the final inspection and hand back of the facility:

- i. Before and after surface evenness tests
- ii. Water drainage test (no ponding > 1mm after 30 mins)
- iii. Adhesion check of coatings
- iv. Visual quality inspection
- v. A maintenance guidelines
- vi. A warranty certificate
- vii. A surface care schedule

2.1. First Inspection

- i. To take place after the resurfacing of the first court.
- ii. On site meeting with the facility manager, service provider, and club representative and the project manager to evaluate quality of work and address any issues that occurred via a written snag list.
- iii. All issues are communicated to the service provider in writing via the project manager only.

2.2. Second Inspection

- i. On site meeting with the facility manager, service provider, and club representative and project manager to evaluate quality of work and address any issues that occurred via a written snag list.
- ii. Before continuing with the next stage, the service provider must receive written confirmation from the authorised project manager to proceed in the form of a signed check list.
- iii. All issues are communicated to the service provider in writing via the project manager only.

2.3. Third Inspection

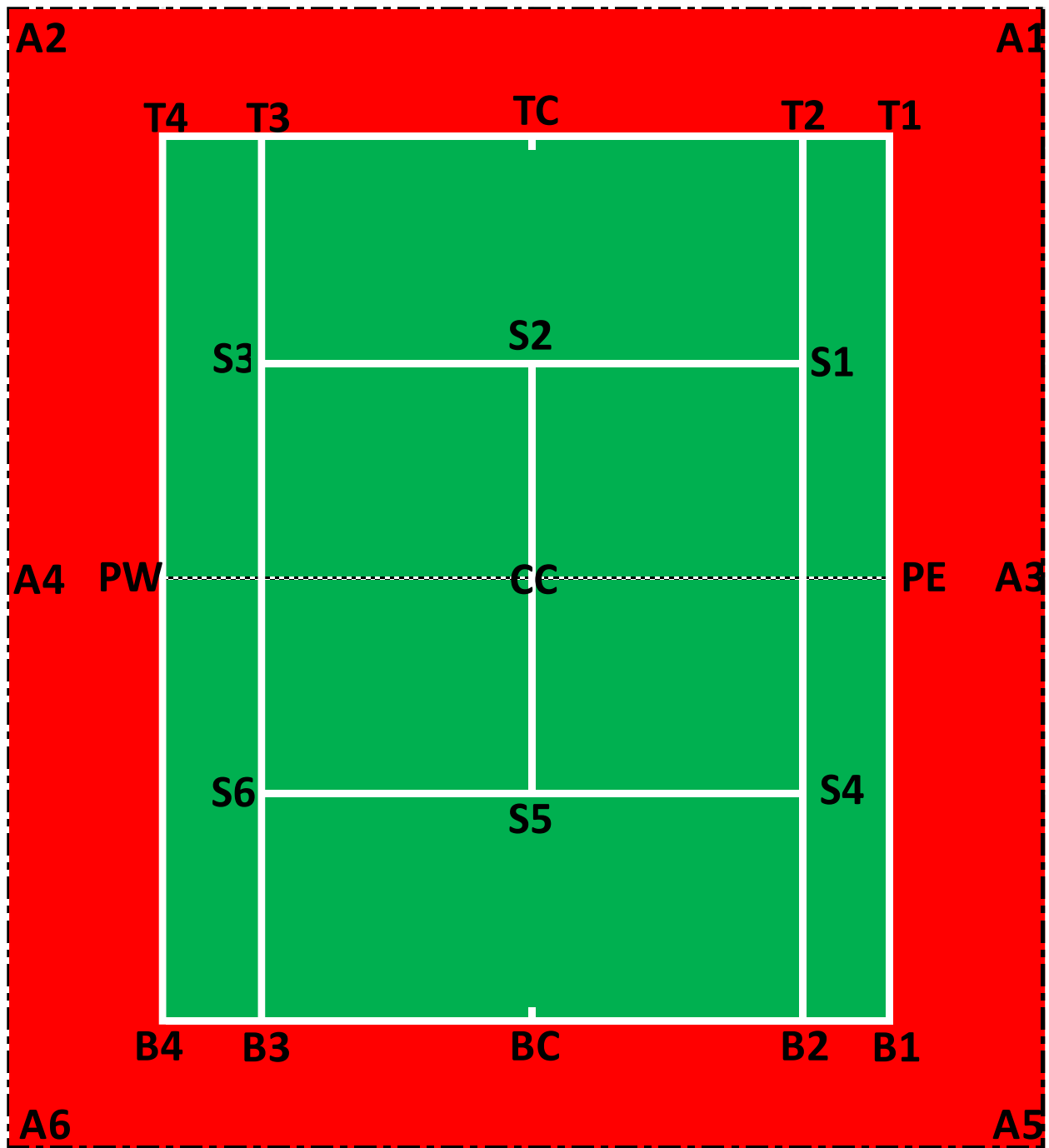
- i. On site meeting with facility manager, service provider, and club representative and project manager to evaluate quality of work and address any issues.
- ii. This should normally be the final inspection.
- iii. Depending on seriousness of outstanding issues, further inspection(s) may be scheduled or a mechanism agreed to verify the completion of work.

TABLE 1: Roles and Responsibilities

TASK	Responsibility	Comments
Tender	City	Project coordinator initiates tender with inputs from the clubs and facility managers
Identify the needs	Club and Facility Manager	The clubs escalate needs to facility manager who submit specifications to the project manager.
Appoint the Service provider	Project Manager	The service provider is assigned according to approved tender.
“On Site Kick off meeting”	Facility Manager	The facility manager coordinates and invite all relevant parties including the ward community representative for sport.
Inspections	Project Manager / Facility Manager / Club Representative (optional)	All issues are communicated to the service provider in writing via the project manager only.
Sign off	Project Manager	After final inspection by all parties, the checklists are signed off by the club representative, the facility manager and the project manager.

TABLE 2: Minimum Expected Equipment

Activity	Item	Nr
Court Survey		
1	Level measure (laser) with valid calibration certificate (annually to 0.5mm/10m)	1
2	Metric tape measure minimum length 10m	1
3	Manual Level (water level)	1
Court resurfacing		
4	Soft Broom	2
5	3m long straight edge made of box section aluminium or equivalent – demonstrate level with level measure	1
6	Blower - petrol powered	1
7	Chisel	1
8	Putty knife	1
9	Surface Temperature meter (Infrared or laser) with valid annual calibration certificate to .5 degrees	1
10	Squeegees for application of coating	3
11	Industrial mixer with paddle used for mixing coating materials	1
12	Wheelbarrow	1
13	25L water containers	4
14	44 Gallon mixing drum (200ℓ drum)	1
15	Spade	1
16	Paint brushes	1
17	Tape for marking lines (48mm x 90m)	2
18	Industrial Sanding Machine	1
Posts and Fence		
18	Welding machine (where fence posts are)	1
19	Angle Grinder	1
20	Wire strainer	1
21	Ladder 3-meter reach	1
22	Paint brushes	1
Practice wall repairs		
23	Trowel	1
24	Plastering brush	1
General		
25	Locks and chains to secure access to courts	1
26	Generator - in cases where electricity unavailable at site	1
27	Chemical toilet in areas where no access to ablutions is available	1



Marks A1, A2, A3, A4, A5 and A6 are 500mm inside back/side fence. A4 & A3 are aligned with net posts
 Mark CC is the centre court anchor
 PE (east) and PW (West) are where a line from the middle of the net posts intersects the outside of the doubles line.
 All other marks are at the outer intersections of court lines

The below table of measurements must be completed prior to and after court resurfacing using the Laser measuring tool.

Marks	Distance	Slope
A1 to A2	____. _____ m	_____ mm Up /Down
A1 to A3	____. _____ m	_____ mm Up /Down
A1 to A5	____. _____ m	_____ mm Up /Down
A2 to A4	____. _____ m	_____ mm Up /Down
A2 to A6	____. _____ m	_____ mm Up /Down
A5 to A6	____. _____ m	_____ mm Up /Down
T1 to T4	____. _____ m	_____ mm Up /Down
T1 to PE	____. _____ m	_____ mm Up /Down
T1 to B1	____. _____ m	_____ mm Up /Down
PE to PW	____. _____ m	_____ mm Up /Down
B1 to B4	____. _____ m	_____ mm Up /Down

Distance = the distance between 2 points in metre to 3 decimals

Slope = the rise or fall in mm from the 1st to 2nd point with level being 0 – scratching out the non-applicable Up or Down.

Footnote: Upon completion the measurements must fall within the applicable ITF Standards.

TABLE 4: Contract Management Checklist to be submitted by Facility Manager (FM) to Project Manager with invoice (use a different checklist for every court)

Facility Name: _____ Court Name / Number: _____

Step	Item Completed	Date	Name	Sign COT
1.	Arrange "On Site Kick off meeting" and handover			
2.	Confirm availability expected equipment in table 2.			
3.	Explain process, roles and responsibilities			
4.	Sequence of the courts to be re-surfaced agreed			
5.	Timeline for completion of court named above			
6.	Court survey was done (survey of the court Evenness and Slope was done)			
7.	Surface preparation\cleaning was done			
8.	Pre-coating repairs			
9.	Reconstructive repairs and maintenance			
10.	Apply fibre netting base			
11.	Apply Base Coats – 3 layers			
12.	An infra-red thermometer must be used to measure court surface temperature, show proof with photo including date and time			
13.	Allow at least 3 hours between coatings, show proof with photo including date and time;			
14.	Apply Colour coatings (2 layers)			
15.	Paint Lines			
16.	Allowed colour application to settle for 5 days Start: _____ End: _____			
17.	Other tasks agreed upon (Ex fence, poles, gates):			
a)				
b)				
c)				
d)				
	Handover documentation to include:			
e)	Before and after surface evenness tests			
f)	Water drainage test (no ponding > 1mm after 30 mins)			
g)	Adhesion check of coatings			
h)	Visual quality inspection			
i)	A maintenance guidelines			
j)	A warranty certificate			
k)	A surface care schedule			
18.	Snag list was de-snagged			
19.	Permission to proceed to next court			

The above project was found satisfactory and is recommended for payment by:

Service Provider:		Date:		Sign:	
Club Representative:		Date:		Sign:	
Project Manager:		Date:		Sign:	

Approved by:

Director or Deputy Director:		Date:		Sign:	
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6. Occupational health and safety

- 6.1** In terms of mandatory agreement Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) as amended, every service provider shall be responsible to familiarize themselves with the relevant contents of mentioned act. The service provider shall be responsible to obtain a copy of the mentioned act.
- 6.2** The service provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, (Act 85 of 1993) as amended, and it indemnifies the City against any claim which may arise in respect of such Act by its personnel against the City.
- 6.3** The City reserves the rights to request from the service provider to submit a letter of “Good standing” from the Department of Labour within 7 days of notification.
- 6.4** The service provider should comply to Occupational Health & Safety Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993).

7. Public Liability

- 7.1** The service provider must have in place sufficient Public Liability Insurance to cover any losses to an amount of R5 000 000.00 (five million).
- 7.2** Proof of Insurance to be submitted two (2) weeks after final award of tender.

8. Deliverables

- 8.1** At the onsite kick-off meeting the availability of the list of expected equipment listed in Table 2 will be confirmed and recorded on the Contract Management Checklist in Table 4.
- 8.2** The successful bidder must submit a comprehensive project schedule that clearly indicates the deliverable milestones, costs, time frames, delivery dates before the project starts and progress reports for each project after the project is signed off.
- 8.3** It is a requirement of this contract that the scope of works shall be completed within a period of 8 (eight) calendar weeks from the date of receipt of the order but excluding adverse weather, rain, the year-end break and special non-working days such as public holidays falling outside thereof or as agreed with by the project manager.
- 8.4** The service provider must provide a written warranty with each purchase order, that guarantees that each product and workmanship comply with the specifications as set out in the tender document below and will repair or replace defective products, or its parts within the relevant warranty period and that quality of workmanship is guaranteed to minimum of 2 years. This commitment must be submitted with the invoice.
- 8.5** Should the specifications / required standards available in the South African Market differ from the specifications in the tender document, it must be communicated to the project manager to sign off on the deviation.

9. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. The city shall have right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

10. MARKET ANALYSIS

The City of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a service provider offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the service provider if they will be able to deliver on the price, if a service provider confirm that they cannot, the service provider will be disqualified based on being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market related price with a service provider scoring the highest points. If the service provider does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the service provider scoring the second highest points, if the service provider scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the service provider scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.