



LEJWELEPUTSWA DISTRICT MUNICIPALITY

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER
FOR THE MANAGEMENT AND IMPLEMENTATION OF THE
RURAL ROADS ASSEST MANAGEMENT SYSTEM WITHIN
LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD
OF THREE (3) FINANCIAL YEARS.**

CONTRACT NO: RFP 03/05/2026

TENDER SUBMITTED BY:

Name of Company :

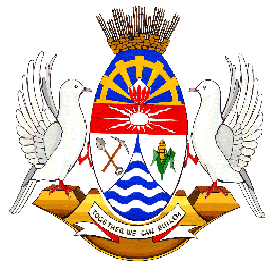
Contact Number :

Address :

Tender Amount (Vat Incl.) : R.....

ISSUED BY:	PREPARED BY:
LEJWELEPUTSWA DISTRICT MUNICIPALITY Physical Address: Corner Jan Hofmeyer and Tempest Road Welkom 9460 Postal Address: P.O. Box 2163 Welkom 9460 Telephone: 057 108 5000	TECHNICAL DEPARTMENT LEJWELEPUTSWA DISTRICT MUNICIPALITY Physical Address: Corner Jan Hofmeyer and Tempest Road Welkom 9460 Contact Person: Brian Lehlekiso Contact No.: 063 535 8142

**CLOSING DATE: 12 JUNE 2026
CLOSING TIME: 12:00 pm**



LEJWELEPUTSWA DISTRICT MUNICIPALITY

Office of the District Municipal Manager

Cnr. Jan Hofmeyer & Tempest Road
P.O. Box 2163
WELKOM
9460
Tel: (057) 353 3094/5/8/9
Fax: (057) 353 3382

REQUEST FOR PROPOSAL RFP NO. 03/05/2026: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE MANAGEMENT AND IMPLEMENTATION OF THE RURAL ROADS ASSEST MANAGEMENT SYSTEM WITHIN LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS.

The Following Conditions will apply:

- This proposal will be evaluated in terms of the **80/20** preference point system in terms of LDM Preferential Procurement Policy of 2022 and Supply Chain Management Policy, and for this purpose **the MBD1, MBD4, MBD6.1, MBD8 and MBD9** must be scrutinized, completed and submitted together with your proposal. **Non-adherence to this request will lead to disqualification.**
- In order to claim preference points for specific goals. **1. B-BBEE (10)** a valid original or certified B-BBEE status level verification certificate (SANAS accredited) or a sworn affidavit completed on the DTI format must be submitted to validate the claim. **2. Locality (10)** The tenderer shall submit a Municipal Billing Clearance Certificate/municipal rates and service charges statement (not in arrears for more than 90 days), if renting a lease agreement and owner's copy of up-to-date municipal rates and service charges (not in arrears for more than 90 days). Should the tenderer not be based in the Lejweleputswa District Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he/she is based.
- A valid SARS Tax Clearance Certificate and the tax compliance status pin to be submitted. It is the responsibility of the bidder to ensure that the company's Tax Status remains **complaint at ALL times.**
- The National Treasury Central Supplier Database Summary report must be submitted.
- The validity period for submission must be **90 days** from the closing date.
- A tender offer not satisfying the stated eligibility criteria will be eliminated.
- Tenders that are deposited in the incorrect tender box or delivered **at any other venue will not be considered.**

**NB: No proposals will be considered from the person in the service of the state.
No late proposals will be considered.**

Enquiries: Technical Enquiries - **Mr. B Lehlekiso** (brian@lejwe.co.za)
SCM matters – **Mr. M Macholo** (malemoha@lejwe.co.za)

Completed tenders in a **sealed** envelope endorsed "**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE MANAGEMENT AND IMPLEMENTATION OF THE RURAL ROADS ASSEST MANAGEMENT SYSTEM WITHIN LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS.**", must be placed in the Tender Box Corner Jan Hofmeyer and Tempest Road, Welkom, 9460 or posted to PO Box 2163, Welkom, 9460 on or before **Friday, 12 June 2026 at 12:00 pm**

Tender documents will only be obtained from the **e-Tender portal (www.etenders.gov.za)**

Mr. ML MAKHETHA
DISTRICT MUNICIPAL MANAGER

**INVITATION TO BID – MBD 1
PART A**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEJWELEPUTSWA DISTRICT MUNICIPALITY					
BID NUMBER:	RFP 03/05/2026	CLOSING DATE:	12 JUNE 2026	CLOSING TIME:	12h00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE MANAGEMENT AND IMPLEMENTATION OF THE RURAL ROADS ASSEST MANAGEMENT SYSTEM WITHIN LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF THREE (3) FINANCIAL YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT **Corner Jan Hofmeyer and Tempest Road, Welkom, 9460**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes <input type="checkbox"/>	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		Yes	No
		No <input type="checkbox"/>			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		Yes	No
	[IF YES ENCLOSE PROOF]			[IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCE		DEPARTMENT	TECHNICAL SERVICES	
CONTACT PERSON	Mr. M Macholo		CONTACT PERSON	Mr. Brian Lehlekiso	
E-MAIL ADDRESS	malemoha@lejwe.co.za		E-MAIL ADDRESS	brian@lejwe.co.za	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

DECLARATION OF INTEREST – MBD 4

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make any offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
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/ Representative	
3.2	Identity Number	
3.3	Position Held in Company E.g. Director	
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
3.8.1	If so, furnish particulars		
3.9	Have you been in the service of the state for the past twelve months?	Yes	No
3.9.1	If so, furnish particulars		
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If so, furnish particulars		

3.11	Are you aware of any relationship (family, friend, other) between bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If so, furnish particulars		
3.12	Are any of the company's director, managers, principle shareholders or stakeholders in service of the state:	Yes	No
3.12.1	If so, furnish particulars		
3.13	Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If so, furnish particulars		
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	Yes	No
3.14.1	If so, furnish particulars		

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

Full Name	Identity Number	State Employee Number

*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 N° 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

5. DECLARATION

I, the undersigned (name) _____,

certify that the information furnished in paragraph 3 is correct.

I accept that the State may act against should this declaration prove to be false.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

a) The applicable preference point system for this tender is the **80/20** preference point system. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS – B-BBEE	10
SPECIFIC GOALS – LOCALITY	10
Total points for Price and SPECIFIC GOALS	100

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE	05	10		
Level of Contributor				
1	05	10		
2	04	08		
3	03	06		
4	02	04		
5	01	02		
6	01	02		
7	01	02		
8	01	02		
Non-Complaint Contributor	00	00		
Locality	05	10		
Within the boundaries of the Lejweleputswa District Municipality (LDM).	05	10		
Outside of the boundaries of LDM, but within the Free State Province.	03	06		
Outside of the boundaries of Free State Province.	02	04		
No information or inadequate information submitted to determine scoring level	00	00		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company

- (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8

1. This Municipal Bidding Document must form part of the bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder or any of its directors have:
 - (a) abused the municipality’s / municipal entity’s supply chain management system or committed an improper conduct in relation to such system;
 - (b) been convicted for fraud or corruption during the past five (5) years;
 - (c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five (5) years, or
 - (d) been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:**

Item	Question	Response	
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.1.1	If so, furnish particulars		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury’s website www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number 012-3265445	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.2.1	If so, furnish particulars		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five (5) years?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.3.1	If so, furnish particulars		

4.4	Does the bidder or any of its directors owe any municipal rates and taxed or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity that is in arrears for more than three (3) months?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.4.1	If so, furnish particulars		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of the State terminated during the past five (5) years on account of failure to perform on or comply with the contract?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.5.1	If so, furnish particulars		

CERTIFICATION

I, THE UNDERSIGNED (Name)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

8. CERTIFICATE OF INDEPENDENT BID DETERMINATION – MBD 9

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

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

agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

The tenderer is to affix to this page either:

- 1) Proof that they are not in arrears for more than 90 days with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. **Attach latest municipal account statement behind this page. The statement must not be older than three months from the close of this tender.**; or
- 2) Signed copy of the lease agreement if the tenderer is currently leasing premises and not responsible paying municipal accounts **together with a letter from the landlord** (not older than three months) stating that no levies are in arrears (*only if applicable*); or

Note:

- Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
- Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, this tender will no longer be considered for the award of the contract.
- Statement must not be older than three months from the closing date of this tender.

I, _____
 (Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days (30 days if the tender price exceeds R10 Million).

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

AUTHORITY FOR SIGNATORY

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson

of the board of,

hereby confirm that by resolution of the board (copy attached) taken on

..... 20...., Mr/Ms

acting in the capacity of....., was authorized to sign all documents in connection with this tender for RFP No. 04/05/2026 and any contract resulting from it on behalf of the company.

As witnesses:

1.

Chairman:

2.

Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as

....., hereby authorize

Mr/Ms, acting in the capacity of

....., to sign all documents in connection with this tender For RFP NO. 131/02/2026 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms , authorized signatory of the company..... , acting in the capacity of lead partner, to sign all documents in connection with this tender for Contract No. 12/2021 and any contract resulting from it on our behalf.

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

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. Certificate for Sole Proprietor

I, , hereby confirm that I am

the sole owner of the business trading as

As witnesses:

1.

Sole Owner:

2.

Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as

....., hereby authorize Mr/Ms

acting in the capacity of, to sign all to sign all documents in connection with this tender for RFP NO. 03/05/2026 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

B-BBEE RATING CERTIFICATE

1. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims,
2. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 5 or 10 for B-BBEE,
3. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate.
4. AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies
 - a. Tenderers other than EMEs
 - i. Verification agencies accredited by SANAS; or
 - b. Tenderers who qualify as EMEs (total revenue of R10 million or less)
 - i. Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

Tenderers are to note that copies of certified documents will not be accepted.

Attach a valid BEE Rating Certificate behind this page.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

BANKING DETAILS

It is the policy of the LEJWELEPUTSWA District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker’s confirmation.

ACCOUNT HOLDER	
NAME OF BANK	
ACCOUNT NUMBER	
ACCOUNT TYPE	
BRANCH NAME	
BRANCH CODE	
BRANCH CONTACT PERSON	
PHONE NUMBER	

I/we hereby request and authorize the LEJWELEPUTSWA District Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we further undertake to inform the LEJWELEPUTSWA District Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days’ notice by prepaid registered post.

Alternatively, the tenderer may submit a letter/declaration from his bank worded as above, providing the required details and signed by an appropriate Bank Official (attached behind this page).

FOR BANK USE ONLY

I/we hereby certify that the details of our clients bank account as indicated above is correct:

.....
AUTHORIZED SIGNATURE(S)

JOINT VENTURE AGREEMENT

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms., authorized signatory of the company, close corporation or partnership, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead Partner		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.

Service providers intending to tender in the form of Joint Ventures/Consortiums must submit the following documentation together with the tender:

- Original and valid tax clearance certificate of all parties of the Joint Venture/Consortium;
- An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of the contract and;
- A consolidated valid and original or certified copy of their B-BBEE Status level verification certificate obtainable from a verification agency accredited by SANAS or a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);
- Bank rating of all parties of the Joint Venture/Consortium or the bank rating of the joint venture bank account– if applicable;
- Letter of “Good standing” from the Entity’s Financial Institution (Bank) of all parties of the Joint Venture/Consortium– if applicable;
- Proof of good standing with municipal accounts of all parties of the Joint Venture/Consortium;
- Declaration of interest of all parties of the Joint Venture/Consortium;
- Declaration of bidder’s past supply chain management practices of all parties of the Joint Venture/Consortium;
- Certificate of independent bid determination of all parties of the Joint Venture/Consortium.

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

SCHEDULE OF PROPOSED SUB-CONTRACTORS

The Tenderer shall list below any Sub-Contractors he wishes to employ to carry out part(s) of the Work.

The acceptance of his tender shall not be construed as approval of all or any of the listed Sub-Contractors. Should any or all of the Sub-Contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender. Furthermore, the tendered unit rates for the various items of work shall remain final and binding.

No.	PROPOSED SUB-CONTRACTORS	PART OR TYPE OF WORK	ADDRESS OF PROPOSED SUBCONTRACTOR	CONTACT DETAILS	VALUE OF WORK (R)
1					
2					
3					
4					
5					
6					
7					
TOTAL VALUE OF WORKS TO BE SUB-CONTRACTED					R

Bidders are requested to furnish certified copies of the proposed subcontractor’s CK Certificate, copy of latest municipal statement, BEE Rating Certificate as well as certified copies of the owners’ Identity Documents along with this tender.

SIGNED ON BEHALF OF TENDERER:

EXPERIENCE OF TENDERER

The following is a statement of work of a similar nature (E.g. Engineering Consultation Services for RRAMS Program) successfully executed by Our company within the past 9 years with a minimum value of R 3 000,000.00:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF WORK	VALUE OF WORK (inclusive of VAT)	COMPLETION DATE
(Client) (Contact Person) (tel.) (email)			
(Client) (Contact Person) (tel.) (email)			
(Client) (Contact Person) (tel.) (email)			
(Client) (Contact Person) (tel.) (email)			

Bidders must have specific experience and submit references letters (in a form of written proof/(s) on organization’s letterhead including relevant contact person, nature service, contract amount, commencement date, telephone number, fax number and email addresses) of similar work undertaken.

‘

SIGNATURE: DATE:
f person authorized to sign on behalf of the Tenderer)

‘

(

EXPERIENCE OF TENDERER (Cont.)

The following is a statement of work of a similar nature (E.g. Engineering Consultation Services for RRAMS Program) successfully executed by Our company within the past 9 years with a minimum value of R 3 000,000.00:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF WORK	VALUE OF WORK (inclusive of VAT)	COMPLETION DATE
(Client) (Contact Person) (tel.) (email)			
(Client) (Contact Person) (tel.) (email)			
(Client) (Contact Person) (tel.) (email)			
(Client) (Contact Person) (tel.) (email)			

Bidders must have specific experience and submit references letters (in a form of written proof/(s) on organization’s letterhead including relevant contact person, nature service, contract amount, commencement date, telephone number, fax number and email addresses) of similar work undertaken.

(

GNATURE: DATE:
 f person authorized to sign on behalf of the Tenderer)
 (

REFERENCE LETTERS

Note: A service provider must complete the table for Appendix 1, depending on the sub categories of related work or services he or she wants to apply for on page 48, and in doing so must submit references of experience that are applicable to such selected sub categories.

Bidders must have **specific experience** (E.g. Engineering Consultation Services) and submit recent references (in a form of written proof/(s) on organization’s letterhead including relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number and email addresses) of similar work undertaken.

Reference Letters must make reference to the nature of the works or services undertaken as well as the total value of the works executed by the bidder.

Reference Letters are to be signed by the referee (either the Director/Manager of the firm/entity or their delegated official) and dated.

Bidders are to note that appointment letters/purchase orders will not be accepted in lieu of reference letters.

Clients may further include on such written references their rating of the Bidder according to any of the following criteria:

- i. Turn-around times
- ii. Quality of feedback
- iii. Accessibility and availability
- iv. Reliability
- v. Customer satisfaction

Attach Letters of Reference to this page.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

RECORD OF ADDENDA

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

Communications regarding the revision of this tender document can be also be viewed on the following websites: www.etenders.treasury.gov.za or www.mylejweleputswa.co.za under SCM > Tender.

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		

Attach additional pages if more space is required.

Failure to acknowledge any addendum released by LEJWELEPUTSWA District Municipality may result in your tender submission being declared non-responsive.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

ELIGIBILITY CRITERIA

Tender offers will only be accepted if:

1. The tenderer must be compliant in their tax matters with the South African Revenue Services (SARS).
2. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector.
3. The tenderer has not:
 - 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.
4. The tenderer is registered on the Central Supplier Database.
5. The tenderer is not in arrears for more than 90 days with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached.
6. A Joint-Venture Agreement, if applicable, is submitted with tender.
7. Tenderer meets the minimum required 80 Points threshold for Functionality.
8. Tenderers **MUST** be registered with CESA (Consulting Engineers South Africa) , Proof of registration must be submitted with the bid submission, and failure to do so will result in disqualification of the bid.
9. The following schedules are fully completed and signed:
 - i. Invitation to bid – MBD 1
 - ii. Declaration of interest – MBD 4
 - iii. Preference points claim form – MBD 6.1
 - iv. Declaration of bidder's past supply chain management practices - MBD 8
 - v. Certificate of independent bid determination – MBD 9
 - vi. Proof of good standing with municipal accounts
 - vii. Authority for signatory
 - viii. Joint venture agreement (if applicable)
 - ix. Record of addenda

FUNCTIONALITY TEST

Service Providers will be evaluated in terms of functionality as part of the minimum requirements before evaluated on price as follows:

Evaluation Criteria	Weight
<p>1.Vehicles Bidder should provide NaTis documents as proof of ownership for the vehicles. The Vehicles should be in the name of the Bidder and not of the Director (Personal). 2 vehicles for Graduate Interns to be able to execute the work without any logistical hindrance (Copy of e- Natis or vehicle registration certificates)</p> <ul style="list-style-type: none"> - 2 Vehicles = 30 points - 1 Vehicle = 15 points - 0 Vehicle = 0 points <p>Bidder can also attach/submit letter of intent AND the NaTis documents in the case where the bidder will be leasing the cars for the duration of the project.</p>	30
<p>2. Relevant Experience/Track Record Similar project(s) appointment letter(s) <u>TOGETHER</u> with reference letter(s) and/or completion certificate(s) for work done.</p> <ul style="list-style-type: none"> - Bidder has submitted minimum of three (3) appointment letters together with completion certificates/reference letters for similar work done = 50 Points - Bidder have submitted 2 appointment letter(s) together with completion certificate(s) and or reference letter(s) for similar work done = 30 Points - Bidder have submitted 1 appointment letter together with completion certificate and or reference letter for similar work done = 10 Points <p>No appointment letter(s) and/or order(s) together with reference letter(s) and/or completion certificate(s) attached. = 0</p>	50
<p>3.Personnel's Experience/Qualifications Team Leader/Project Manager should have NDip or Btech in Civil Engineering and registered with Engineering Council of South Africa (10 points)</p> <ul style="list-style-type: none"> - Non-registered Civil Engineer (0 points) - 1 - 10 years relevant RRAMS experience with ECSA registration as Pr Eng/Pr Tech Eng, (5 points) - Over 10 years relevant RRAMS experience with ECSA registration as Pr Eng/Pr Tech Eng (10 points) <p>GIS Practitioner must have BSc in Geoinformatics and registered with South African Geomatics Council (SAGC) as a Technician or Technologist or Professional Practitioner. (5 points)</p> <ul style="list-style-type: none"> - Non-registered GIS Technologist or Professional practitioner (0 points) - Registered as Technician and 4 years' experience post registration (3 points) - Registered as Technologist with over 5 years' experience post registration (5 points) <p>Project Administrator should have a qualification in Office Administration/Clerk (5 points)</p> <ul style="list-style-type: none"> - 1 – 4 years relevant experience (2 points) - Over 5 years relevant experience (5 points) 	20
Total	100

Service Providers that qualified pre-evaluation in terms of the functionality cut-off points of **80 points** will then be evaluated in terms 80/20 preference point system.

Criteria	Applicable values/points	Weight	Verification Method
Vehicles (30 Points) Points are not cumulative; only highest applicable points will be awarded			
1. Vehicles ➤ Bidders must attach NaTis documents.	<ul style="list-style-type: none"> ▪ 2 or more vehicles (30 Points) ▪ 1 vehicle (15 points) ▪ 0 vehicles (0 points) 	30	NaTis documents and/or Letter of intent for Leasing with NaTis
Relevant Experience/Track Record (50 Points) Points are not cumulative; only highest applicable points will be awarded			
2. Experience ➤ This tests the tendering entity's experience in the implementation of similar projects.	<p>Similar project(s) appointment letter(s) <u>TOGETHER</u> with reference letter(s) and/or completion certificate(s) for work done.</p> <ul style="list-style-type: none"> - Bidder has submitted minimum of three (3) appointment letters together with completion certificates/reference letters for similar work done = 30 Points - Bidder have submitted 2 appointment letter(s) together with completion certificate(s) and or reference letter(s) for similar work done = 20 Points - Bidder have submitted 1 appointment letter together with completion certificate and or reference letter for similar work done = 10 Points - No appointment letter(s) and/or order(s) together with reference letter(s) and/or completion certificate(s) attached. = 0 Points 	50	Attach appointment letter(s) <u>TOGETHER</u> with reference letter(s) and/or completion certificate(s) for work done.
Personnel's Experience/Qualifications (Bidders should provide qualifications, skills, and experience of Engineers and personnel to be assigned and committed to work on the project. Attach proof of CV's and Qualifications of Personnel (CVs of Engineers, Qualifications and Proof of Registration with ECSA/CESA (20 Points) Points are not cumulative; only highest applicable points will be awarded			
2. Personnel's Experience ➤ Bidders should provide qualifications, skills, and experience of engineers to be assigned and committed to work on the project.	<ul style="list-style-type: none"> ▪ Project Manager: A Civil Engineer with minimum experience of ten years (10) or more relevant RRAMS experience & Civil industry and be registered with ECSA as a Technologist or Professional Engineer. 	10	CVs of Engineer (Certified copies of qualifications and work experience)
	<ul style="list-style-type: none"> ▪ GIS Practitioner: must have BSc in Geoinformatics and registered with South African Geomatics Council (SAGC) as a Technician or Technologist or Professional Practitioner. 	5	CVs of GIS Specialist (Certified copies of qualifications and work experience)

	<ul style="list-style-type: none"> ▪ Project Administrator: should have a qualification in Office Administration/Clerk 	5	CVs of Project Administrator (Certified copies of qualifications and work experience)
--	---	---	---

Note: A bidder/s that scores less than 80 points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.

Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

COMPANY PROFILE

Bidders are required to submit a Company Profile that records evidence of previous work which substantiate their ability to undertake specific tasks.

The Company Profile must include the following items:

- Company Registration Documents
- VAT Registration Certificate
- Proof of Experience in the Industry
- Proof of Locality of Registered Offices
- Letter of Good Standing (COIDA) and proof of good standing with the Unemployment Insurance Fund (UIF) – if applicable
- Quality Management Plan (if any)
- **Details of Engineers / Project Leader - CV and ECSA Certificates with certified Qualification Certificates to be attached**

Please note that all copies of qualifications must be certified. Copies of certified documents will not be accepted.

Attach Company Profile to this page.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

CENTRAL SUPPLIER DATABASE REGISTRATION

Name of Tenderer	
Supplier Number	

No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralizing government’s supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

<https://secure.csd.gov.za/>

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

FORM OF OFFER AND ACCEPTANCE (Agreement)

1. OFFER

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

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE MANAGEMENT AND IMPLEMENTATION OF THE RURAL ROADS ASSEST MANAGEMENT SYSTEM WITHIN LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR A PERIOD OF THREE (3) FINANCIAL YEARS

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 Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

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

..... Rand (in words); R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in terms of the Conditions of Contract identified in the Contract Data.

For the **Tenderer:**

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

Signature and Name of Witness:

.....
Signature

.....
Name

Date:

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 (which includes this Agreement) Part C2: Pricing Data
Part C3: Scope of Work**

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

Deviations from and amendments to the documents listed in the Tender Data and any Addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviation (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five (5) 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 the Employer:

.....
Signature

.....
Name

Capacity

.....

Name and Address of Organisation:

.....

.....

.....

.....

Signature and Name of Witness:

.....

Signature

.....

Name

Date:

LEJWELEPUTSWA DISTRICT MUNICIPALITY

TERMS OF REFERENCE THE FOR RURAL ROAD ASSET MANAGEMENT SYSTEMS

It is the intention of the Lejweleputswa District Municipality to enter into a service level agreement with a service provider that will carry out the services described hereunder. These terms of reference and the service provider's proposal will form the basis of the contract.

SECTION 1: DETAILS

Province Free State
Municipality Lejweleputswa District Municipality
Project Name Rural Road Assert Management System for Lejweleputswa District
Local Municipalities with the Lejweleputswa District

Location

SECTION 2: SUMMARY OF BRIEF

Proposals are requested from service providers who have the necessary Stature, extensive experience and qualifications for **Rural Road Asset Management System**.

SECTION 3: PROJECT DESCRIPTION

INTRODUCTION / BACKGROUND

All roads authorities should conduct road condition surveys regularly, for both surfaced and unsurfaced roads. Such information coupled with increased funding levels for roads should aim at reducing the capital and maintenance backlog on the South African road network.

The need to assess the current backlog with respect to the road provision and maintenance needs has been identified. Through Visual Surveys and use of surveillance equipment, a combined analysis of both paved and unpaved roads, we will be able to get the status of deterioration of roads such as potholes, rutting, cracking, corrugations, broken edges, erosion shoulder wear and deformation.

Once the Road Network Assessment has been done, an Optimum Maintenance Fund Allocation can be done accordingly to address the current backlog of the South African Road Network Condition. Knowing the condition of road network, the many 5 d engineers will be able to maintain and improve the quality and safety of our roads.

It is based on this information that the National Department of Transport (NDoT) has also allocated, a grant to the Lejweleputswa District Municipality. The grant is called the Rural Transport Services and Infrastructure Grant and is for the purpose of setting up a Road Asset Management System (RAMS) and the collection of traffic and road condition data to cover the municipal road network in each of the five local municipalities within the district. This allocation is earmarked to be used to develop Road Asset Management System.

Information and decision support systems are indispensable for the effective management of the road network at both the operations and strategy levels, in order to ensure good governance outcomes and optimal service delivery. In South Africa and throughout the world the road asset has suffered from decades of under-investment due to: -

- Lack of investment in planned or periodic maintenance.
- The lack of whole cycle management strategy.
- Lack of effective and efficient routine and cycling maintenance.
- Level of service has been budgeting driven rather than performance based.

As a result, many roads from strategic routes through to unclassified local roads are in a critical condition requiring capital investment to raise them to the desired level of service and thereafter to maintain them.

Lejweleputswa District Municipality is currently on the 4th round/ Phase 4 of data collection. It is expected that the appointed service provider will be continuing with the project

PURPOSE / OBJECTIVES OF THE PROJECT

In the context of the strategic broader objectives, the project objectives are summarized as follows

- To determine the extent and condition of South African Roads within Lejweleputswa District.
- To determine the backlog of roads and associated funding requirements
- To determine the use and state of information systems for road network management
- To implement best value systems to deliver long term value for money
- To optimize road space availability and improve accessibility to public transport
- To ensure safe roads (public and personal safety).

SCOPE OF WORK

Roads Asset Management Systems allows for the comprehensive development of the road network investment strategies within the framework of technically sound and optimal prioritization approach. The road network investment

strategies would talk to the maintenance and construction programmes identified by the management system(s). It begins to provide a framework against which informed decision making may be carried out within the technocratic and political domains. The scope of work includes but not limited to the following;

- Visual Assessments of the Unpaved Road Network in Five Local Municipalities (Matjhabeng, Tokolokgo, Masilonyana, Tswelopele and Nala)
- Conduct Traffic Surveys in all Five Local Municipalities
- Collect Road furniture
- Data Update in the RRAMS Software
- Preparation of RRAMS Technical Reports
- Preparation of Data Reports
- GeoRRAMS Software -*Maintenance and support*
- Preparation of the Grant Evaluation Report
- Data condition of structures (including bridges and culverts) as per prescribed Technical Methods for Highway (TMH 19 Series)
- Safety Assessment Data
- Prioritise project list for roads to inform municipal infrastructure grant project selection

NB: All other requirements as per the Department of Transport must be considered.

SECTION 4: PROJECT OUTCOMES/ OUTPUTS/ DELIVERABLES

Responsibilities of the consultants

The responsibilities of the consultants amongst others will be as follows:

- Manage project
- Formulate and manage communication plan
 - Interact with municipal authority as well as role players and stakeholders
- Train and mentor graduates
- Co-ordinate all reporting to municipal authority
- Monitor progress and submit reports and cash flows
- Extent and condition of the road network in the region
- Extent and inventory of bridges and major culverts in the region
- Road assets data including location reference, geospatial and standards
 - Illustration of the best practice for the road authorities to adopt

SECTION 5: PROJECT PLAN/WORKS PROGRAM

Service providers shall act in line with the client's instructions and bill in line with the agreed rates. Any deviations without the client's approval shall be at the costs of the service provider.

SECTION 6: PROJECT COSTS / PRICING SCHEDULE AND PAYMENT MILESTONE

Service providers are expected to provide an estimate of disbursements in their proposal and indicate payment at specific milestones successfully completed. The project cost must be inclusive of all chargeable costs to the municipality. The municipality will not pay any amount outside the projected/quoted amount.

The successful service provider will be remunerated in accordance with previously agreed upon milestones being achieved, within 30 days after presentation of an approved invoice.

The proposal must be fixed cost and remain valid for **90 days** after the closing date of the tender submissions. The rate of exchange of this bid is not subject to any foreign currency and the prize must be firm.

ANNEXURE A - SCHEDULE OF QUANTITIES

REQUEST FOR PROPOSAL FOR THE COLLECTION OF ROAD NETWORK DATA FOR PAVED AND UNPAVED ACCORDING TO DORA FOR THE PERIOD OF THREE (3) YEARS

No.	Item	Unit	Qty Y1	Qty Y2	Qty Y3	Rate	Amt Y1	Amt Y2	Amt Y3
10.00	RAMS System Implementation								
10,01	Existing System Familiarisation	person.hr	4	0	0	R	R	R	R
10,02	Existing System Upgrade (incl. Annual License Fee)	sum	1	1	1	R	R	R	R
10,03	Provision of System Hardware and Maintenance	prov. sum	1	1	1	R10 000,00	R10 000,00	R10 000,00	R10 000,00
Total 10.00							R	R	R
20.00	Establishment (Road Inventory)								
20,02	Update Road Network Information Module (RNIM)	sum	1	1	1	R	R	R	R
20,04	Update Bridge Inventory	sum	1	0	0	R	R	R	R
20,07	Visual Assessors (Paved and Unpaved)	sum	1	0	0	R	R	R	R
20,08	Traffic Counting	Station	0	0	48	R	R	R	R
20,09	Bridge & Major Culverts Inventory	No	66	0	0	R	R	R	R
20,10	Road Ancillary Assets	No	0	135	0	R	R	R	R
Total 20.00							R	R	R
30.00	Field Data Acquisition (Data Collection)								
30,01	Bridge Inspection	No.	23	0	0	R	R	R	R
30,03	Major Culvert Inspection	No.	43	0	0	R	R	R	R
30,04	Flexible Pavement - Paved Roads	km	0	1 301.96	156.94	R	R	R	R
30,05	Rigid Pavement - Paved Roads	km	0	128.35	89.21	R	R	R	R
30,06	Unpaved Network	km	0	730.42	468.73	R	R	R	R
30,07	Traffic Counts	Station	0	0	48	R	R	R	R
Total 30.00							R	R	R
40.00	Data Analysis								
40,01	Visual Condition Data - Paved	km	0	1 430.17	246.15	R	R	R	R
40,03	Visual Condition Data - Unpaved	km	0	730.42	468.73	R	R	R	R
40,04	Structures Data	No.	66	0	0	R	R	R	R
40,06	Traffic Data	Station	0	0	48	R	R	R	R
Total 40.00							R	R	R

50.00	Reporting									
50,01	Paved Network Condition Evaluation Report	No	0	2	3	R	R	R	R	
50,02	Unpaved Network Condition Evaluation Report	No	0	2	3	R	R	R	R	
50,03	Structures Condition Report	No	5	0	0	R	R	R	R	
50,04	Traffic Data Report	No	0	0	3	R	R	R	R	
50,05	NDoT Report	Monthly	12	12	12	R	R	R	R	
50,06	RAMP/Business Plan	No	1	1	1					
Total 50.00							R	R	R	
70.00	Additional Services									
70,01	Meetings Attendance	person.hr	160	160	160	R	R	R	R	
70,02	Training/Skills Transfer	prov. sum	1	1	1	R110 000,00	R110 000,00	R110 000,00	R110 000,00	
70,03	Strategic Support	person.hr	96	96	96	R	R	R	R	
Total 70.00							R	R	R	
80.00	Disbursements									
80,01	Travel	sum	1	1	1	R	R	R	R	
80,02	Accommodation/Venue	sum	1	1	1	R	R	R	R	
81,02	Meetings Refreshments	No	13	13	13	R	R	R	R	
Total 80.00							R	R	R	
Signed on behalf of the Tenderer: (Signature) Date: Tenderer's Name: (Company Name)							Subtotal A	R	R	R
							Independent Assessor's Fee @ 10%	R278 300.00	R289 400.00	R298 400.00
							Handling Fee	R	R	R
							Subtotal B	R	R	R
							VAT@15%	R	R	R
							TOTAL C	R	R	R
							GRAND-TOTAL (Y1+Y2+Y3)	R		

Pricing Schedule Notes:

- Prices should be quoted VAT inclusive if the bidder is VAT registered. Rand amounts should be rounded off to 2 decimal points.
- Incomplete Pricing Schedule is an automatic disqualification.
- Lejweleputswa District Municipality will appoint five (5) graduates for the duration of the program. The graduates will enter into a contract with the District Municipality and will be remunerated by the district from the RRAMS allocation for each financial year
- The Following Amounts will be provisioned for the Graduates Stipends:
2026/2027 = R690 000.00
2027/2028 = R724 500.00
2028/2029 = R760 725.00
- The cost for graduates Stipends should **NOT** form part of the bidder's pricing.
- The municipality will further make a Provision of Five Percent (5%) each financial year from the allocation stipulated in the DoRa for the Project Management Fees which will be utilized by the Municipal officials as per the DoRa Conditional Framework.

Note: Completion of the above pricing schedule table is compulsory. Attachment will not serve as a substitute.

1. CONTACT PERSONS

Further information may be obtained from :-

Mr. Brian Lehlekiso
Technical Services
Telephone No's: 063 535 8142
E-mails: brian@lejwe.co.za

2. LEGISLATIVE PROVISIONS

All works to be undertaken under this Contract shall be compliant in accordance with and/or governed by:-The Engineering Council of South Africa (ECSA), (Act No. 46 of 2000)

- The Income Tax Act, (Act No. 58 of 1962)
- The Value Added Tax (VAT) Act, (Act No. 89 of 1991)
- The Municipal Finance Management Act, (MFMA) (Act No. 53 of 2003)
- The Municipal Supply Chain Management Regulations, 2005
- The Construction Industry Development Board (CIDB) Act, (Act No. 38 of 2000)
- The Occupational Health and Safety (OHS) Act, (Act No. 85 of 1993)
- The Labour Relations Act, (Act No. 3 of 1993)
- The Compensation for Occupational Injuries and Diseases (COID) Act, (Act No.130 of 1993)

3. CONTRACT PERIOD

The contract period for Professional Engineering Services shall be for THREE (3) FINANCIAL YEARS commencing from the date of engagement.

4. INSURANCES

The successful Service Providers shall be required to have the following Insurances in place:-

5. Professional Indemnity Insurance

- Value : Contract Value plus 10%
- Period : Duration of the contract

6. Public Liability Insurance

- Value : R1,000,000.00 per any single claim
- Period : Duration of the contract

The Consultant's fees will be based on the total project cost.

7. ESCALATION

The gazetted tariff of fees shall be applicable to all escalations.

8. PENALTIES

Penalties shall be levied at 0.05% of the contract value per working day for any late completion of the works.

9. COMPLIANCE WITH THIS CONTRACT

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of

10. ANY OTHER IMPORTANT INFORMATION

- 12.1 A post award meeting will be held with all successful tenderers. The Council reserves the right to appoint more than one tenderer. The required panel will be formed by the minimum of ten (10) highest scoring tenderers per discipline in terms of the stipulated preference point system for each area of specialization.

12.1 Order of Preference

The intention is to have Engineering Professional to be engaged on issues that require their type of expertise on a rotational basis from date of engagement for the period of THREE (3) FINANCIAL YEARS.

- 12.2 The successful tenderer will be required to maintain the status of information submitted as per the points claimed in Stage One for the duration of the period of contract, i.e., maintain staff as per the tender document: -

- In case of removal of the Professional Engineer or Professional Technologist the replacement should be placed within 5 days, and it should be a person holding a similar qualification or higher.

- 12.3 In essence of capacity building, Consultants will be required to take-on a seconded Municipal official or a candidate student for the skills training development. This is aimed at bridging the skills gap and to promote expertise transfer for profession development.

13. PENALTY FOR INFERIOR WORK OR NON-DELIVERY

In the case of inferior work or non-delivery, Council shall be entitled forthwith to purchase services of the same description and quantity as and in lieu of those specified, or forthwith to cancel the contract by giving

the Service Provider one (1) months written notice and to purchase elsewhere such services as may be required to complete the contract and the Service Provider shall bear any difference in price between any services so purchased and the Contract Price.

The amount of such difference shall be paid by the Service Provider to the Council immediately on demand, or the Council may deduct such difference from moneys (if any) otherwise payable to the Service Provider in respect of goods already delivered under this or any other contract.

Nothing contained herein shall prejudice the right of the Council to recover from the Service Provider such other damage or loss it may suffer by reason of the failure of the Service Provider to deliver the service within the completion period and in accordance with the contract.

The service shall not be deemed to be complete until such time that the service is delivered in its entirety and to the satisfaction of the Engineer.

14. PAYMENT

Payment will be made by the Chief Financial Officer within thirty (30) days on receipt of a certificate of payment issued by the Engineer and will be made by means of a cheque drawn upon the Council's bankers in Lejweleputswa. No cash payments shall be made.

Where the value of the works exceeds R2 000.00 excluding VAT, the Service Provider must quote the Council's VAT Registration No. (4000791642) on all Tax Invoices for payment purposes.

Where offers of discounts, e.g. for payment within thirty (30) days of rendering accounts, are made by the Contractor, these will be taken into account in the adjudication of tenders.

Service Providers shall be required to have a bank account in the legal name of the Service Provider as indicated on the Tax Clearance Certificate. No payment whatsoever will be made should the Service Provider fail to comply with this requirement and the Council shall not be held liable for any loss or damages sustained by the Service Provider in this regard.

15. ASSIGNMENT AND SUBLETTING

Neither the Service Provider nor the Council shall assign or cede the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other. The Service Provider shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, if given, shall not relieve the Service Provider from any liability or obligation under the contract.

16. COUNCIL'S LIABILITY AND INDEMNITY

16.1 The Service Provider hereby indemnifies the Council and its employees and agents against all losses

and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.

16.2 The Council shall not be held liable to the Service Provider for any direct or indirect damages or losses and the Council shall be indemnified and held free against claims arising out of:-

16.2.1 any negligent or innocent misrepresentations made by the Council, its employees or agents in respect of any data, information and statistics supplied to the Service Provider prior to or during the contract; provided that this condition shall not deprive the Contractor of any payments lawfully due to the Service Provider in terms of the contract, and

16.2.2 a change in a legislative provision applicable to the contract

17. SEQUESTRATION OR SURRENDER OF SERVICE PROVIDER'S ESTATE

In the event of an order being made for sequestration of the Service Provider's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Service Provider making application for the surrender of the Service Provider's estate, or if the Service Provider shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Service Provider's creditors, or purport to do so, or if the Service Provider, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Service Provider, and without prejudice to the right of the Council to sue the Service Provider for any damages sustained by it in consequence of one or the other of the aforementioned events.

18. SECRECY OF INFORMATION

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Engineer reserves the right to request references and generally examine bona fides and available facilities of any company of firm wanting to participate in this contract.

19. LAW TO APPLY

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Service Provider in regard to the contract shall be settled in the Republic of South Africa.

20. PATENT RIGHTS

The Service Provider shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

21. CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

22. CANCELLATION OF CONTRACT

LEJWELEPUTSWA DISTRICT MUNICIPALITY reserves the right to cancel the contract in the event of one or more of the following circumstances:

- Serious discrepancy in the provision of the required services by the bidder.
- Breach by the vendors of any of the terms and conditions of the tender.
- Any action by the bidder which is in breach of law or accepted practices in the commercial transactions.
- If the Vendor goes into liquidation voluntarily or otherwise.

23. RENEWAL OF CONTRACT:

The Municipality may exercise its option to renew this agreement, with a financial escalation clause, in line with the latest CPI statistics, which will commence at the end of the contract period, and the terms thereof for a further period not exceeding 6 (six) months at a time, upon giving 30 days' notice to the Service Provider of its intention to exercise that option.

GENERAL CONDITIONS OF TENDER

1. General Conditions of Contract

This Bid is subject to the General Conditions of Contract (GCC) 2015 3rd EDITION and, if applicable, any other Special Conditions of Contract.

2. Submission of Tenders

Sealed tenders, with the "Tender Number and Title" clearly endorsed on the envelope, must be deposited in the tender box indicated at the offices of the LEJWELEPUTSWA District Municipality, Corner Jan Hofmeyer and Tempest Road, Welkom, 9459

All literature must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.

If a courier service company is being used for delivery of the tender document, the tender description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the tender box. The LEJWELEPUTSWA DISTRICT MUNICIPALITY will not be held responsible for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the tender document.

Please note:

- Tenders that are deposited in the incorrect box will not be considered.
- Telegraphic or faxed tenders will not be accepted.
- The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- All prices shall be quoted in South African currency.

3. Quality Assurance

Any defects, patent or latent, which are attributable to poor workmanship, will be rectified by the bidder at own cost and time and all costs relating to the correction of defects will be expressly and separately noted on billing documentation.

4. Brand Name

- i. Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be evaluated and will not be considered for award.
- ii. In the event the Municipality elects to accept an alternative item purported to be equal/similar by the Tenderer, the Municipality may request the tenderer to provide samples of the alternative offer for testing and inspection. Acceptance of the item(s) will be conditional on such inspection and testing after receipt.
- iii. If, in the sole judgment of the Municipality, the item is determined not to be equal/similar, the item shall be collected by the Bidder and not be considered for award.
- iv. The samples must be within 30 days of notification. The samples will be discarded if not collected within 30 days and the Municipality will not be accountable for any loss suffered by the bidder due to the discarding of the samples.

v. If a tenderer wishes to have an equal/similar item considered they must declare it first.

5. Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

6. Renewal of Contract

The Municipality may exercise its option to renew this agreement, with a financial escalation clause, in line with the latest CPI statistics, which will commence at the end of the contract period, and the terms thereof for a further period not exceeding 6 (six) months at a time, upon giving 30 days' notice to the Service Provider of its intention to exercise that option.

7. Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

8. Intellectual Property Rights

Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this proposal and its assignments will vest in and are hereby transferred to LEJWELEPUTSWA District Municipality, unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties.

For this purpose only, all works created in terms of this proposal and the assignments thereof will be deemed to have been created under the control and direction of LEJWELEPUTSWA DISTRICT MUNICIPALITY.

9. Disbursements, Travel And Subsistence

No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of LEJWELEPUTSWA DISTRICT MUNICIPALITY has been obtained in respect of such expenditure.

Any authorized disbursements will be refunded at the reasonable and actual cost determined by LEJWELEPUTSWA DISTRICT MUNICIPALITY.

Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the LEJWELEPUTSWA DISTRICT MUNICIPALITY travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa

All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.

All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by LEJWELEPUTSWA DISTRICT MUNICIPALITY.

10. Certified Copies

The tenderer shall, where required in terms of the tender document submit with the proposal, certified copies of all certificates specified. Failure to do so may render the proposal liable to rejection on the grounds of being incomplete. Copies of certified documents will not be accepted.

11. Bids Exceeding R10 Million

If the tendered value exceeds R10 million (VAT included), bidders are required to furnish:

annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years;
- ii. a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- iii. particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
- iv. a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic; and
- v. Disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

12. Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender.

13. Completion of Tender Documents

The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender.

Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

14. Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

15. Contact with Municipality after Tender Closure Date

Bidders shall not contact the LEJWELEPUTSWA District Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the LEJWELEPUTSWA District Municipality, it should do so in writing to the LEJWELEPUTSWA District Municipality. Any effort by the firm to influence the LEJWELEPUTSWA District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

16. Opening, Recording and Publications of Tenders Received

Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If

requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

Details of tenders received in time will be recorded in a register which is open to public inspection. Faxed, e-mailed and late tenders will not be accepted.

17. Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

18. Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

19. Value-Added Tax

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3, 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the Municipality is 4000791642.

20. Poor Performance

Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the LEJWELEPUTSWA District Municipality, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

21. Central Supplier Database

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

22. Inducements, rewards, gifts and other abuses of the Supply Chain Management System

No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of, may directly or indirectly:

- i. Influence or interfere with the work of any LEJWELEPUTSWA DISTRICT MUNICIPALITY officials involved in the tender process in order to inter alia:
 - a. influence the process and/or outcome of a tender;
 - b. incite breach of confidentiality and/or the offering of bribes;
 - c. cause over- or under-invoicing;
 - d. influence the choice of procurement method or technical standards;
 - e. Influence any LEJWELEPUTSWA DISTRICT MUNICIPALITY official in any way which may secure an unfair advantage during or at any stage of the procurement process.

- ii. Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, “blacklisting” and/or any such remedies as set out in the LEJWELEPUTSWA DISTRICT MUNICIPALITY’s SCM Policy.