



**UMZIMVUBU**  
LOCAL MUNICIPALITY

## PROVINCE OF THE EASTERN CAPE

**SUPPLY AND DELIVERY OF STREET REPAIR MATERIAL FOR A PERIOD OF 02 YEARS**

**CONTRACT NO: UMZ/2023-24/INFRA/S&D-STRM/001**

**PRICED BID DOCUMENT TO BE SUBMITTED TO THE BID BOX PLACED IN THE RECEPTION AREA OF THE UMZIMVUBU LOCAL MUNICIPALITY DABULA STREET, KWABHACA, 5090 BEFORE 12H00.**

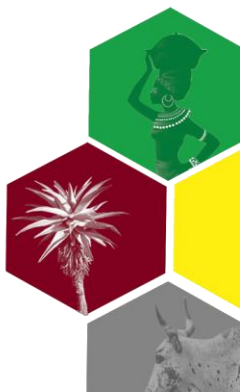
**NO LATE SUBMISSIONS WILL BE CONSIDERED**

**Name of Bidder:**.....

**BID PRICE:**.....

Prepared and Issued by:  
Umzimvubu Local Municipality  
Infrastructure & Planning Department  
Dabula Street  
Private Bag x 9020  
KwaBhaca  
5090

Municipal Manager: Mr. G.T.P NOTA  
Contact Person: Mr. L. Maqalekana  
Tel: 039 – 255 8500  
Fax: 039 255 00167 / 039 255 1893



**UMZIMVUBU LOCAL MUNICIPALITY**

**CONTRACT NO. UMZ/2023-24/INFRA/S&D-STRM/001**

**SUPPLY AND DELIVERY OF STREET REPAIR MATERIAL FOR A PERIOD OF 02 YEARS  
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## 1. BACKGROUND

Umzimvubu as a legal entity has in-line with its mission to deliver better services to its people, while maintaining drivability and user comfort on the streets, has taken a decision to solicit the services of a competent service provider to enter into a contract for a period of 2 (**two**) years which is going to facilitate urgency, efficiency, continuity and effectiveness on supply and delivery of asphalt for the repair of streets which are pothole infested. The climate change and other natural, developmental phenomena have necessitated the demand for constant supply of the remedial material.

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

Project Name	Ward	CIDB Grading	Contract No	Closing Date
Contractor for Supply and delivery of Street Repair Material	All wards	N/A	UMZ/2023-24/INFRA/S&D-STRM/001	19 February 2024 @ 12:00

**MANDATORY DOCUMENTS TO BE SUBMITTED, FAILURE TO DO SO WILL RESULT IN THE BID BEING DEMEED TO BE NON RESPONSIVE.**

**MANDATORY DOCUMENTS TO BE SUBMITTED, FAILURE TO DO SO WILL RESULT IN THE BID BEING DEMEED TO BE NON-RESPONSIVE.**

Umzimvubu Local Municipality Supply Chain Management policy will apply. Confirmation from SARS with a verification pin, copy of company Registration/Founding Statement/CIPC Document. The bid will be evaluated on 80/20 where 20 points will be allocated to specific goal, **5 points** for companies with more than 50% youth ownership, **5 points** for companies with more than 50% female ownership **and 10 points** for **100% Black ownership**. Original Certified ID Copies of Managing Directors/ Owners. Properly filled and signed MBD forms 4, 6.1, 8 and 9 Billing clearance certificate or statement of municipal accounts or affidavit or proof of residence with declaration that a company does not owe municipal services for more than 90 days are compulsory submission. Bidders must be registered on CSD and provide confirmation of registration. No couriered, faxed, e-mailed and late tenders will be accepted. Certification of documents must be within a period of 90 days. Umzimvubu Local Municipality reserves the right not to **appoint** and value for money will be the key determinant. All tenders must be deposited in the tender box situated at Umzimvubu Local Municipality Offices at Dabula Street Sophia village, Kwa- Bhaca/Mt Frere, to be closed not later than 12h00 noon as per dates on the table above, wherein they will be opened in public. All tenders must be clearly marked "the name of the project listed above" The municipality will not make any award to a person or persons working for the state.

Closing Time and Date: Completed bid documents in sealed envelope clearly marked the name of the project must be deposited to the Bid Box situated at reception area of Umzimvubu Local Municipality Offices at Dabula Street, Mt Frere not later than 12h00 noon as stipulated on the table above.

### Enquiries:

All SCM related enquiries can be directed to Mr. T Mbukushe at: (039) 255 8500 and Technical Enquiries Infrastructure and Planning department: Mr. L. Maqalekana Tel: 039 255 8500 Fax: 039 255 0167

GPT NOTA  
MUNICIPAL MANAGER

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMZIMVUBU LOCAL MUNICIPALITY

BID NUMBER: UMZ/2023-24/INFRA/S&D-STRM/001

DESCRIPTION: SUPPLY AND DELIVERY OF STREET REPAIR MATERIALFOR A PERIOD OF 02 YEARS

The successful bidder will be required to fill in and sign a written Contract Form (MBD4-9).

BID DOCUMENTS MAY BE POSTED TO:

MUNICIPAL MANAGER
UMZIMVUBU LOCAL MUNICIPALITY
PRIVATE BAG X 9020
MOUNT FRERE
5090

CLEARLY STATE ON TOP THE ENVELOPE THE NAME: SUPPLY AND DELIVERY OF STREET REPAIR MATERIALFOR A PERIOD OF 02 YEARS

DEPOSITED IN THE BID BOX SITUATED AT

UMZIMVUBU LOCAL MUNICIPALITY OFFICE, DABULA STREET, MOUNT FRERE, 5090, RECEPTION AREA

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

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

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT / APPLICABLE LEGISLATION

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:
1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations
..... [insert any other criteria]

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF

BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE .....NUMBER.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER .....

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality / Municipal Entity: UMZIMVUBU LOCAL MUNICIPALITY**

**Department: BUDGET & TREASURY: SCM UNIT**

**Contact Person: Mr. T. Mbukushe**

**Tel: 039 255 8500 Fax: 039 255 0167**

**ANY REQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person: Mr. Maqalekana**

**Tel: 039 255 8500  
Fax: 039 255 0167**

## **T1.2 TENDER DATA**

## T1.2 TENDER DATA

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 94 of 2006 in the Government Gazette No. 29138 of 2006 dated 18 August 2006.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

### Tender Data Applicable to this Tender

Clause Number	Data / Wording
F.1.2	<p>The <b>Tender Documents</b> consist of the following:</p> <p>(a) This <b>Project Document</b>, which contains the following:</p> <p><b>PART T1: TENDERING PROCEDURES</b>  T1.1 Tender Notice and Invitation to Tender  T1.2 Tender Data</p> <p><b>PART T2: RETURNABLE DOCUMENTS</b>  T2.1 List of Returnable Documents  T2.2 Returnable Schedules</p> <p><b>PART C1: AGREEMENTS AND CONTRACT DATA</b>  C1.1 Form of Offer and Acceptance  C1.2 Contract Data  C1.3 Form of Guarantee  C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993  C1.5 Transfer of rights</p> <p><b>PART C2: PRICING DATA</b>  C2.1 Pricing Instructions  C2.2 Schedule of Quantities</p> <p><b>PART C3: SCOPE OF WORKS</b>  C3.1 Project Specifications</p>
F.1.4	<p>The Accounting Officer is :</p> <p>Name : Mr G.P.T. Nota  Tel: (039) 255 8500  Fax: (039) 255 0167/1893  E-mail: <a href="mailto:notat@umzmvubumun.gov.za">notat@umzmvubumun.gov.za</a></p>
F.2.1	<p>A Tenderer will not be eligible to submit a tender if:</p>

Clause Number	Data / Wording
	<p>(a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;</p> <p>(b) the Tenderer does not have the legal capacity to enter into the contract;</p> <p>(c) the Contractor submitting the tender is insolvent, in receivership, 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 the foregoing;</p> <p>(d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;</p> <p>e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;</p> <p>(f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.</p> <p>Only Tenderers meeting the Construction Industry Development Board (CIDB) contractor grading designation, as defined in the Regulations (01 June 2004 as amended) in terms of the CIDB Act 38 of 2000, are eligible to submit tenders for this contract:</p> <p>In terms of the Umzimvubu Municipality Supply Chain Management Policy Guideline, all suppliers of goods and services to the Umzimvubu Municipality are required to register on the Database.</p> <p>(1) Application forms may be obtained by phoning <b>039 255 8500</b></p>
<b>F.2.7</b>	<p>The arrangements and venue for the compulsory Clarification Meeting are:</p> <p>Venue: N/A</p> <p>Date: <b>No Briefing</b></p> <p>Contact person: Mr. Maqalekana</p> <p>Tel: (039) 255 8500</p> <p>Fax: (039) 255 0167</p> <p>Email: <a href="mailto:maqalekana.lunga@umzimvubu.gov.za">maqalekana.lunga@umzimvubu.gov.za</a></p>
<b>F.2.8</b>	<p>Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.</p>
<b>F.2.10</b>	<p>(b) All tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).</p>

Clause Number	Data / Wording
F.2.13	<p><b>F.2.13.3</b> Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.</p> <p><b>F.2.13.5</b> The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of Tender Box:</b> In the Foyer, Umzimvubu Local Municipality</p> <p><b>Physical Address:</b> Dabula Street, KwaBhaca</p> <p><b>Identification Details:</b> <b>CONTRACTOR FOR SUPPLY AND DELIVERY OF STREET REPAIR MATERIAL</b></p> <p style="text-align: center;"><b>Contract No. UMZ/2023-24/INFRA/S&amp;D-STRM/001</b></p> <p><b>F.2.13.6</b> A two-envelope system will <u>not be followed</u>.</p>
F.2.15	<p>The closing time for submission of Tender Offers is: <b>12h00 on the 19<sup>th</sup> February 2024</b></p> <p>Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted.</p>
F.2.16	<p>The tender offer validity period is <b>90 days</b> from the closing time for submission of tenders.</p>
F.2.19	<p>Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.</p>
F.2.22	<p>This is not applicable.</p>
F.2.23	<p>The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.</p>
F.3.1	<p>Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.</p>
F.3.2	<p>Change 'seven days' to 'five working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.</p>
F.3.4	<p>The time and location for opening of the tender offers are: Time: <b>12h00</b> Date: <b>19th February 2024</b> Location / Venue: Umzimvubu Local Municipality Reception.</p>
F.3.5	<p>A two-envelope system will <u>not be followed</u>.</p>
F.3.11	<p><b>Evaluation of tender offers</b></p>

Clause Number	Data / Wording
<p>F.3.11.1</p> <p>F.3.11.2</p>	<p>The procedure for evaluation of responsive Tender Offers will be Method 2: Financial offer and preferences.</p> <p>The procedure for the evaluation of responsive tenders is Method 2 (Price and Preferences). The weighting of tender price and preferences of the tenderer will be done by way of a point system: For contracts not exceeding a potential value of R50 000 000-00</p> <ul style="list-style-type: none"> <li>• 80 points are assigned to price; and</li> <li>• 20 points are assigned to specific goals.</li> </ul> <p>The total points for Price and specific goals points must add up to 100 points. The financial offer will be scored using Formula:</p> <p><b><u>Formula for scoring the Tender Price</u></b></p> $P_p = A \times \left(1 - \frac{P_t - P_{min}}{P_{min}}\right)$ <p>Where</p> <ul style="list-style-type: none"> <li><b>P<sub>p</sub></b> = Preference points for price of tender under consideration;</li> <li><b>A</b>= Points allocated to price (maximum 90 or 80);</li> <li><b>P<sub>t</sub></b> = Rand value of tender under consideration; and</li> <li><b>P<sub>min</sub></b> = Rand value of the lowest acceptable tender.</li> </ul> <p><b><u>Specific Goals Points (20 points)</u></b></p> <p><b>Determination of Scores</b> Entities that meet the set target for a particular element will get a full score. For entities whose tendered and verified targets are less than the set ones, the score shall be on a pro-rata basis. The typical formula that could be used in calculating the scores is as per the SCM Policy of the Umzimvubu Local Municipality.</p> <p><b><u>Total Scores for Price and Specific goals</u></b> The points scored for a tenderer in respect of Price must be added to the points scored for B-BBEE Status. Only the tender with the highest number of points may be selected, except in those instances identified in the SCM Policy Framework of the Umzimvubu Municipality.</p>
<p>F.3.13</p>	<p><b>F.3.13.1</b> The legal requirements for acceptance of the tender offer are:</p> <ol style="list-style-type: none"> <li>(a) <b>Tender Defaulters Register</b> - the Tenderer or any of its principals is <u>not</u> 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.</li> <li>(b) <b>Abuse of the SCM System</b> - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract.</li> <li>(c) <b>Declaration</b> - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State.</li> <li>(d) <b>Fraud and Corruption</b> - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria:</li> </ol>

Clause Number	Data / Wording
	<ul style="list-style-type: none"> <li>(i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract;</li> <li>(ii) having acted in a fraudulent or corrupt manner in obtaining this Contract;</li> <li>(iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour;</li> <li>(iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;</li> <li>(v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender.</li> </ul> <p>(c)</p> <p>(d) The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.</p>
<b>F.3.18</b>	The number of paper copies of the signed contract to be provided by the Employer is <b>one (1)</b> .

## **T2. RETURNABLE DOCUMENTS**

**A. CERTIFICATE OF ATTENDANCE (N/A)**

This is to certify that (*Tenderer*) .....

of (*address*) .....

..... was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers **at the Umzimvubu Local Municipality offices, Mount Ayliff on July 2023 .**

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

**Particulars of person attending the meeting:**

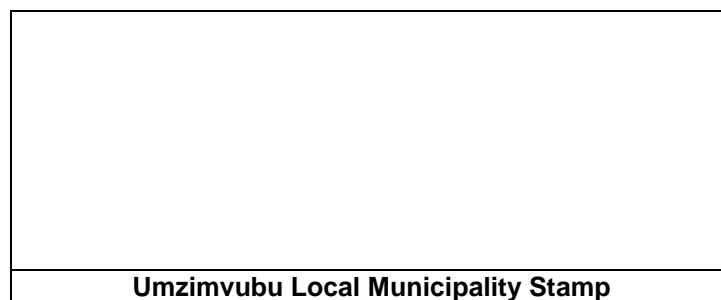
Name: ..... Signature: .....

Capacity: .....

**Attendance of the above person at the meeting is confirmed by the Employer's agent, namely:**

Name: L. Maqalekane Signature: .....

Capacity: PROJECT MANAGER Date and Time: .....





**C. 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: 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 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently serving or has served within the last 12 months as any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

**If any of the above boxes are marked, disclose the following:**

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently serving or has served within the last 12 months as any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that 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, 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;
- 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 \_\_\_\_\_

Enterprise name \_\_\_\_\_

**D. CERTIFICATE OF AUTHORITY**

The tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE

The tenderer must complete the relevant certificate/s set out hereafter or must provide a certificate authorising the signatory on behalf of the enterprise(s).

**(I) CERTIFICATE FOR SOLE PROPRIETOR**

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

**Specimen Signature of Sole Owner:** .....

**Date:** .....

**In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are Sole Proprietorships.**

**(II) CERTIFICATE FOR CLOSE CORPORATION**

I / We, the undersigned, being the key members in the business trading as.....  
..... hereby authorise Mr/Ms ....., acting in the  
capacity of ....., to sign all documents in connection with the tender  
for Contract No. .... and any contract resulting from it on our behalf.

**Signatures of Members:**

NAME	ADDRESS	SIGNATURE	DATE

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

**Specimen Signature of Signatory:** .....

**Date:** .....

**In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are Close Corporations.**

**(III) CERTIFICATE FOR PARTNERSHIP**

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

.....

hereby authorise Mr/Ms .....

acting in the capacity of ....., to sign all documents in connection with the

tender for Contract No. .... and any contract resulting from it on

our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**Specimen Signature of Signatory:** .....

**Date:** .....

**In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are Partnerships.**

**(IV) CERTIFICATE FOR COMPANY**

I ....., chairperson of the Board of Directors

of ....., hereby confirm that by resolution of the Board

(copy attached) taken on ..... 20.....,

Mr/Ms ....., acting in the capacity of

....., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

**Signature of Chairman:** .....

**Specimen Signature of Signatory:** .....

**Date:** .....

**In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are companies.**

**(V) 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 the tender offer for, Contract No. .... and any contract resulting from it on our behalf. This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY

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

**Specimen Signature of Signatory:** .....

**Date:** .....

**DETAILS OF CONTRACT MANAGER, PLUMBER AND ARTISANS EXPERIENCE**

Tenderers shall set out in the Schedule hereunder details of the Plumber/ Contract Manager and Artisans experience in work of a similar nature to that for which their Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

CONTRACT MANAGER AND PLUMBER	NAME: .....NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

ARTISAN	NAME: .....NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL).

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized 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 or her representative: .....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>): .....

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 yes, furnish particulars.....

.....

<sup>1</sup>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.

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

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

3.9.1 If yes, furnish particulars.....

.....

**3.10** Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

**3.12** Are any of the company's directors, trustees, managers, Principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.12.1 If yes, furnish particulars.

.....  
.....

**3.13** Are any spouse, child or parent of the company's director's trustees, managers, Principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....  
.....

**3.14** Do you or any of the directors, trustees, managers, Principle shareholders or stakeholders of this company Have any interest in any other related companies or Business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

## MBD 6.1

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

This preference form must form part of all bids 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 TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

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

The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

#### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;



4.2.2 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)
100% Black Owned		10		
More than 50% Female ownership		5		
More than 50% Youth Owned		5		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3 Name of company/firm.....

4.4 Company registration number: .....

4.5 TYPE OF COMPANY/ FIRM

- 4.5.1 Partnership/Joint Venture / Consortium
- 4.5.2 One-person business/sole propriety
- 4.5.3 Close corporation
- 4.5.4 Public Company

- 4.5.5 Personal Liability Company
- 4.5.6 (Pty) Limited
- 4.5.7 Non-Profit Company
- 4.5.8 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**

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

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item Question</b>		<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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.

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

**MBD 9**

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

.....Signature.....

.....Date.....

.....

.....

Position

Name of Bidder

**FORM OF OFFER AND ACCEPTANCE**

**A. OFFER**

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

Bid  
Description.....  
  
Bid  
number.....

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.

2.1 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 SERVICE PROVIDER 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:**

Amount 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 SERVICE PROVIDER in the Conditions of Contract identified in the Contract Data.

**Signature:** (of person authorised to sign the tender): .....

**Name:** (of signatory in capitals): .....

**Capacity:** (of Signatory): .....

**Name of Tenderer:** (organisation): .....

Address: .....  
.....

Telephone number/Cell: ..... Email Address: .....

**Witness:**

**Signature:** .....

**Name:** (in capitals): .....

**Date:** .....

***[Failure of a Tenderer to sign this form will invalidate the tender]***

**B. 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:

- Agreements and contract data (which includes this agreement)
- Pricing Data
- Scope of work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

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

Signature(s) .....  
Name(s) .....  
Capacity .....  
**For the Employer** UMZIMVUBU LOCAL MUNICIPALITY  
DABULA STREET  
MOUNT FRERE  
Name and Signature .....  
of witness ..... Date .....

**C. SCHEDULE OF DEVIATIONS**

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 Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

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.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

1. Subject: \_\_\_\_\_  
Details: \_\_\_\_\_
2. Subject: \_\_\_\_\_  
Details: \_\_\_\_\_
3. Subject: \_\_\_\_\_  
Details: \_\_\_\_\_
4. Subject: \_\_\_\_\_  
Details: \_\_\_\_\_
5. Subject: \_\_\_\_\_  
Details: \_\_\_\_\_
6. Subject: \_\_\_\_\_  
Details: \_\_\_\_\_

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and 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 in writing, 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 THE TENDERER:**

**Signature:** .....

**Name:** .....

**Capacity:**.....

**Tenderer: (Name and address of organisation)** .....

**Witness:**.....

**Signature:**.....

**Name:** .....

**Date:** .....

**FOR THE EMPLOYER**

**Signature:** .....

**Name:** .....

**Capacity:**.....

**Employer: (Name and address of organisation)** .....

**Witness:**.....

**Signature:**.....

**Name:** .....

**Date:** .....

## **C1.2.1 CONDITIONS OF CONTRACT**

### **C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the "General Conditions of Contract for Construction Works – 3rd Edition 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "General Conditions of Contract 3rd Edition 2015").

It is agreed that the only variations from the General Conditions of Contract 3rd Edition 2015 are those set out hereafter under "Special Conditions of Contract".

### **C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT**

#### **C1.2.1.2.1 GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 3rd Edition 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 3rd Edition 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract 3rd Edition 2015, and an appropriate heading.

#### **C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 3rd Edition 2015**

SCC 1.1.4. reads " The Commencement date shall be the date of the Site Handover Meeting".

**C1.3: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between The Umzimvubu Local Municipality.  
(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....  
In his capacity as:.....

AND: .....  
(hereinafter called the CONTRACTOR) of the other part, herein represented  
by.....

.....  
.....  
in his capacity as: duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

**CONTRACT No. UMZ/2023-24/INFRA/S&D-STRM/001: CONTRACTOR FOR SUPPLY AND DELIVERY OF STREET REPAIR MATERIAL**

for the construction, completion and maintenance of the works;

**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. 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.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed 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.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. 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 his 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 take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, 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 investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the CONTRACTOR

on this the ..... day of ..... 20.....

SIGNATURE:.....

NAME AND SURNAME:.....

CAPACITY:.....

WITNESSES: 1.....

2.....

Thus signed at ..... for and on behalf of the EMPLOYER on this

the ..... day of ..... 20.....

SIGNATURE:.....

NAME AND SURNAME:.....

CAPACITY:.....

WITNESSES: 1.....

2.....

**C2: PRICING DATA**

## **C2 PRICING INSTRUCTIONS**

### **1. GENERAL**

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications).

### **2. DESCRIPTION OF ITEMS IN THE SCHEDULE**

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment.

For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

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

Quantity: The number of units of work for each item.

Rate: The payment per unit of measurement at which the Tenderer tenders to do the work.

### **3. QUANTITIES REFLECTED IN THE SCHEDULE**

There are no quantities on the schedule as the contract is on rates only.

### **4. PRICING OF THE SCHEDULE OF QUANTITIES**

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion of the works.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes and VAT. Note that fractions of a cent in all rates shall be discounted.

**UMZUMVUBU LOCAL MUNICIPALITY**

**CONTRACT No. UMZ/2023-24/INFRA/S&D-STRM/001**

**FOR**

**CONTRACTOR FOR SUPPLY AND DELIVERY OF STREET REPAIR MATERIAL**

**TENDER SUMMARY**

<b>SECTION A: CRUSHED STONE, DUST, SAND, GRAVEL</b>		<b>Unit</b>	<b>Price Per Unit</b>	<b>Tender Amount</b>
A.1	Concrete Stone	Unit	Price Per Unit (Incl. VAT)	Tender Amount
1.	6mm	m <sup>3</sup>		Rate Only
2.	13mm	m <sup>3</sup>		Rate Only
3.	19mm	m <sup>3</sup>		Rate Only
A.2	Road Stone			
1.	6mm	m <sup>3</sup>		Rate Only
2.	13mm	m <sup>3</sup>		Rate Only
3.	19mm	m <sup>3</sup>		Rate Only
A.3	Crusher Dust			
1	Per m <sup>3</sup>	m <sup>3</sup>		Rate Only
A.4	Gravel For Road Construction			
1.	G5 Base Course	m <sup>3</sup>		Rate Only
2.	G3 Base Course	m <sup>3</sup>		Rate Only
A.5	Sand			
1.	Building sand	m <sup>3</sup>		Rate Only
2.	Plastering sand	m <sup>3</sup>		Rate Only
3.	Filling	m <sup>3</sup>		Rate Only
4.	Topsoil	m <sup>3</sup>		Rate Only
<b>SECTION B: PRECAST CONCRETE PRODUCTS</b>				
B1	Kerbs			
1.	E 1 (1m)	Each		Rate Only
2.	E 1 (330mm)	Each		Rate Only
3.	MK10 (1m)	Each		Rate Only
4.	MK10 (330mm)	Each		Rate Only
5.	BK 1 (1m)	Each		Rate Only
6.	BK 1 (330mm)	Each		Rate Only
7.	C 1 (1m)	Each		Rate Only
8.	C 1 (330mm)	Each		Rate Only
9.	CK 5 (1m)	Each		Rate Only
10.	CK 5 (330mm)	Each		Rate Only
11.	Inlet Kerb 1m unit	Each		Rate Only
12.	Inlet Kerb 2m unit	Each		Rate Only
B2	Slabs			
B2.1	Paving Slabs			
1.	450 x 450 x 50	Each		Rate Only

2.	500 x 500 x 50	Each		Rate Only
B2.2	Heavy Duty Cover Slabs - Reinforced Slab			
1.	600 x 600 x 75	Each		Rate Only
2.	1000 x 1000 x 75	Each		Rate Only
<b>SECTION C: CEMENT, BRICKS, BLOCKS, PAVERS</b>				Rate Only
C.1	Bricks			
1.	Cement	Each		Rate Only
2.	ROK	Each		Rate Only
3.	Maxi 90x220x110	Each		Rate Only
C.2	Bond Paving Bricks (Colour)			
1.	60mm	Each		Rate Only
2.	80mm	Each		Rate Only
C.3	Cement Bond Pavers (Plain)			
1.	60mm	Each		Rate Only
2.	80mm	Each		Rate Only
C.4	Paving Bricks Interlocking (Colour)			
1.	60mm	Each		Rate Only
2.	80mm	Each		Rate Only
C.5	Cement Pavers Interlocking			
1.	60mm	Each		Rate Only
2.	80mm	Each		Rate Only
C.6	Cement Blocks			Rate Only
1.	140mm	Each		Rate Only
2.	190mm	Each		Rate Only
C.7	Cement			
1	50kg bags	Each		Rate Only
<b>SECTION D: BITUMINOUS PRODUCTS</b>				
D.1	CATIONIC 65 %			Rate Only
	200 l Drum	/200l drum		Rate Only
D. 2	RUBSPRAY 70 %			
	200 l Drum	/200l drum		Rate Only
D. 3	SLURRY SEAL - ANIONIC 60 % STABLE MIX			Rate Only
	200 l Drum	/200l drum		Rate Only
D.4	BITUMEN PRIME – COLPRIME E			
	200 l Drum	/200l drum		Rate Only
D.5	PREMIX PRODUCTS			
D.5.1	COLD ASPHALT			
1.	Per bag of 25 kg	/25kg Bag		Rate Only
2.	Per bag of 30 kg	/30kg Bag		Rate Only
3.	“Carbon” based pothole repair mix Per bag of 25kg	/25kg Bag		Rate Only
D.5.2.	HOT WEARING COURSE (FINE); 9.5mm Max Aggregate size 5.5% Bitumen By Mass	m <sup>3</sup>		Rate Only

UMZIMVUBU LOCAL MUNICIPALITY  
 CONTRACTOR FOR SUPPLY AND DELIVERY OF STREET REPAIR MATERIAL  
 BID NO.: UMZ/2023-24/INFRA/S&D-STRM/001

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D.5.3.	HOT WEARING COURSE (MEDIUM);13mm Max Aggregate size 5.5% Bitumen By Mass	m <sup>3</sup>		Rate Only
		<b>Total</b>		

GRANT TOTAL TO BE TRANSFERRED TO THE FORM OF OFFER	R
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I, the undersigned, do hereby declare that the above is a properly priced schedule forming part of this contract document upon which my/our tender for Bid No. UMZ/2023-24/INFRA/S&DSTRM/001: **SUPPLY AND DELIVERY OF STREET REPAIR MATERIAL FOR A PERIOD OF 02 YEARS** has been based.

**SIGNED ON BEHALF OF THE TENDERER:** .....

**C3: SCOPE OF WORKS**

### C.3.1 PROJECT DETAILS

#### 1. INTRODUCTION

The successful bidder / bidders will be expected to supply and deliver of construction materials to Umzimvubu municipality for a contract period of two years on ad-hoc basis.

#### 2. BACKGROUND

As the current tender expires in 24 months from date of appointment it is necessary to request bidders to tender for the supply and delivery of street maintenance material.

#### 3. SCOPE

The supply and delivery of street maintenance material to Umzimvubu Local municipality for a contract period of two years

#### 4. GENERAL

##### A. Deliveries:

- a. Delivery must take place within 03 working days of issuing of instruction.
- b. Delivery address will be indicated on the official order as one of the following:
  - (i) Municipal offices, 67 Church Street, EmaXesibeni
  - (ii) Municipal offices, Dabula Street, KwaBhaca
- c. Delivery of products must **include the off-loading** thereof at the supplier's own risk and cost to the designated delivery addresses as indicated above.
- d. Bidders must supply and ensure their own labour for the offloading of the products at the designated Municipal stores.
- e. The Municipality will place orders as and when required during the contract period.
  - f An official order must be issued before any delivery may be made to the Municipality.
- g. The Municipality reserves the right to award any item, or the whole of the contract to one or more successful bidder(s).
- h. Letter of good standing from the Workman's /i.Compensation Commissioner in terms of COIDA or latest assessment and proof of payment or in case of new registration, proof of registration must be provided

##### B. Pricing:

- a. All items on the Pricing Schedule, where detailed specifications apply, are listed under **Technical requirements**, and are cross referenced to the Pricing Schedule. In cases where a product does not have extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
- b. All fields must be completed for the tender to be considered. In cases where certain items cannot / are not provided by any one tenderer, it must be indicated as such on the tender document.
- c. Tenderers must furnish unit prices for the listed products only.

All prices must include delivery **and off-loading** at the respective stores mentioned in **4.A.b.** above and **MUST INCLUDE VAT.**

**C. Quality and quantities:**

**a. Quality Standards:**

- (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.

**b. Quality Tests:** The Municipality may from time to time test the quality of the products and non-compliance may result in the termination of the contract.

**c.** No estimated quantity projection is provided. The products will be ordered throughout the contract period as and when required.

**D. Information:**

- a. Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted. The complete Supply Chain Management Policy is available for inspection at the Municipal Offices.
- b. The tender must be valid for 90 (ninety) days after closing date.
- c. The contract period will be from date of commencement until 30 June 2020
- d. Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

**5. TECHNICAL REQUIREMENTS**

**SECTION A: AGGREGATE FOR SURFACE TREATMENT, CRUSHED STONE AND DUST, GRAVEL, BUILDING SAND**

- a. The aggregate and crushed stone shall be properly screened, cubic in shape and free of dust and shall comply with COLTO spec 1998/SANS 1200.
- b. When called upon the tenderer shall submit a test sample of at least one cubic meter for testing.
- c. Sample testing must be done by the supplier on an annual basis via a registered testing laboratory and results thereof must be submitted to the Municipality.
- d. Items A1 to A2 and A6 on the pricing schedule.**

**Concrete stone, road stone & grit**

All material to be delivered will be washed and free of dust.

- e. Item A3 on the pricing schedule.**

**Crusher Dust**

The aggregate for slurry seals shall be approved crusher sand obtained from a parent rock having an ACV not exceeding 30 or a mixture of such crusher sand and approved clean natural sand, where the mixture does not contain more than 25% of natural sand. The aggregate shall be clean, tough, durable, angular in shape, and shall comply with the grading requirements given in table below for the slurry and the grade or type of aggregate specified.

- f. Item A4 on the pricing schedule.**

**Gravel for road construction**

- (a) This material is to be used for the re-gravelling of roads.

- (b) The material may consist of either a natural gravel or crusher-run material. It shall comply with SANS Standard Specifications.

**g. Item A5 on the pricing schedule.**

**Building Sand**

Building sand shall be clean of foreign materials.

**SECTION B: PRECAST CONCRETE PRODUCTS**

**1. All items under Section B on the pricing schedule**

- a. Kerbs and Channels to comply with the SANS 927 Standard Specification.
- b. The tenderer shall replace all kerbs and channels damaged in transit and in the normal procedure of off-loading and storing.
- c. Inlet kerbs to be reinforced with 4 - 12 mm diameter rods.
- d. Cover slabs shall be cast in 1:11/2:2 concrete 19mm stone maximum. The reinforcement shall consist of 12mm diameter rods at 75mm centers both ways. All slabs shall be true to shape. Provision should be made for 2 lifting eyes in each slab.
- e. The tenderer shall replace all units damaged in transit and in the normal procedure of off-loading. All units and slabs are to be reinforced.
- f. All units shall be inspected and approved by the Engineer on the site of the works and the tenderer will be required to replace all units damaged in the normal procedure of off-loading at the works.

**SECTION C: CEMENT, BRICKS & PAVERS**

**1. Items C1 to C6 on the Pricing Schedule**

**a. Bricks & Pavers**

- i. The price tendered shall include delivery to the respective areas.
- ii. Building blocks and bricks to comply with the relevant SANS specifications
- iii. A compaction test history may be requested from the supplier.

**b. Item C7 on the pricing schedule**  
**i. SABS Cement Specifications**

- (a) All cement supplied shall comply with SANS EN 197-1 for common cements and SANS EN 413-1 for masonry cement.

**SECTION D: BITUMINOUS PRODUCTS**

5.1 All bituminous products shall comply with SANS Standard Specifications for Bituminous Road Binders as well as COLTO Standard Specifications for Bridge Works for State Road Authorities 1998 as amended.

**5.2 CATIONIC 65 %**

CAT 65 to conform to SANS 4001-BT4 specification for cationic bitumen road emulsion.

Emulsion Properties	Requirement		Test Method
	Min	Max	
Binder content, % m/m	65	68	ASTM D244
Viscosity @ 50°C, SFs	51	200	ASTM D244
Residue on sieving g/100ml	-	0.25	SANS 4001.BT4
Fluxing agent content, % m/m of binder	-	5	ASTM D244
Particle charge	Positive		SANS 4001.BT4
Binder deposit on cathode after 30min, g	1.0	-	SANS 4001.BT4
Sedimentation after 60 rotations	Nil		SANS 4001.BT4

**5.3 RUBSPRAY 70 % or similar**

5.3.1 All blending shall be done at the factory.

5.3.2 The modified binder shall comply with requirements in table B4302/5.

5.3.3 The recovered binder residue shall be obtained using either the rotary vacuum evaporation or simple evaporation method.

5.3.4 If there is any discrepancy in the test results then the results on recovered binder obtained from the vacuum evaporation method shall be binding. The use of a volatile solvent flux added to the bitumen shall not be permitted .

**Properties of polymer modified emulsions for surface seals (Table B4302/5)**

Property	Unit	Min/Max	Test Method	Modified Binder Class	
				SC-E1	
Modified Binder Content	%	-	MB-22	65-68	70-73
Saybolt Furol Viscosity @ 50°C	Second	-	MB-21	51-200	51-400
Residue on sieving <sup>4</sup> (/100ml)	710µm sieve	g	Max	MB-23	≤0,1
	150µm sieve				≤0,5
Particle charge		-	MB-24	Positive	
Sedimentation after 60 rotations	°C	-	SANS 309	Nil	
Softening Point	°C	Min	MB-17	≤48	
Ductility @ 15°C	cm	Min	MB-19	75	
Elastic recovery @ 15°C	%	Min	MB-4	≤50	

**5.4 SLURRY SEAL - ANIONIC 60 % STABLE MIX**

SS60 stable grade to conform to the SANS 4001-BT3 specification for anionic bitumen road emulsions.

EMULSION PROPERTIES	REQUIREMENT		TEST METHOD
	Min	Max	
Binder content, % m/m	60	62	ASTM D244
Residue on sieving g/100ml	-	0.25	SANS 4001-BT3
Sedimentation after 60 rotations	Nil		SANS 4001-BT3
Coagulation value when mixed with cement, % m/m	-	2	SANS 4001-BT3

**5.5 COLPRIME E or similar**

EMULSION PROPERTIES	SPECIFICATION	TEST METHOD
Water content % m/m	42 -46	ASTM D244
Dynamic viscosity @ 25°C MPa·s	10 – 35	ASTM D4402
Residue on sieving g/100ml Particles > 710µm Particles > 150µm	<0.10 <0.25	SANS 4001-BT4
Storage stability % 1 day 7 days	< 1 < 5	NF T 66-022

**5.6 PREMIX**

All asphalt mixtures shall comply with section 4200 of COLTO Standard Specifications for Bridge Works for State Road Authorities 1998 as amended.

**NOTE: All the above-mentioned scope of works (supply & delivery) is indicative and not exhaustive. Municipality reserves the right to add/delete any work under the scope of work. However, the Contractor must ensure smooth and safe delivery of all the equipment in the system.**