MATJHABENG LOCAL MUNICIPALITY

BID DOCUMENT

TENDER NUMBER: BID/08/2026-27

PANEL OF SUPPLIERS FOR THE SUPPLY AND DELIVERY OF ROAD PATCHING MATERIALS FOR A PERIOD OF THREE (3) YEARS [AS AND WHEN REQUIRED]

SUBMISSION OF BID DOCUMENT DEADLINE
Date: Monday 23 November 2026
Time: 14:00
Venue: Municipal Civic Centre, 319 Stateway, Welkom, 9460

BIDDING RELATED ENQUIRIES	TECHNICAL ENQUIRIES
Finance Dept.: SCM Division Matjhabeng LM Mr. L Sebatane Tel: 057 391 3911 E-mail: lesibos@matjhabeng.co.za	Infrastructure Services: Roads Division Matjhabeng LM Mr. E Eloff Tel: 057 391 3911 E-mail: ewan.eloff@matjhabeng.co.za

NAME OF BIDDER* : .....

PHYSICAL ADDRESS* : .....

: .....

: .....

PHONE NUMBER(S)* : .....

E-MAIL* : .....

CSD REG NO* : .....

B-BBEE LEVEL OF CONTRIBUTION* : .....

TOTAL BIDDING PRICE (VAT INCL.)* : .....

Sealed and clearly marked bids must be placed in the Bid Box at the Municipal Offices, **Municipal Civic Centre, 319 Stateway, Welkom not later than 14:00 pm of the closing date.**

INDEX

PARTS	CONTENT	PAGE
PART 1		
1.1	INVITATION TO TENDER	4
1.2	TENDER CONDITIONS AND INFORMATION	5
1.3	GENERAL CONDITIONS OF CONTRACT	15
PART 2		
2.1	SPECIFICATIONS	24
2.2	PRICING SCHEDULE	25
PART 3		
3.1	MBD1: BID FOR REQUIREMENTS OF MATJHABENG LOCAL MUNICIPALITY	27
PART 4		
4.1	TAX CLEARANCE CERTIFICATE REQUIREMENTS	30
4.2	MBD4: DECLARATION OF INTEREST	31
4.3	MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	34
4.4	MUNICIPAL RATES AND TAXES	38
4.5	AUTHORISED SIGNATORY	39
4.6	CONTRACT FORM	40
4.7	MBD8: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES	42
4.8	MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	44
PART 5	DECLARATION	47
PART 6	JOINT VENTURE AGREEMENT	49
	CHECKLIST	52

PART 1

PART 1.1: INVITATION TO TENDER

BID INVITATION

TENDER NUMBER	DESCRIPTION	EVALUATION CRITERIA APPLICABLE	PRICE (NON-REFUNDABLE)	COMPULSORY BRIEFING SESSION	CONTACT PERSON (TECHNICAL)	CLOSING DATE AND TIME
BID/08/2026-27	PANEL OF SUPPLIERS FOR THE SUPPLY AND DELIVERY OF ROAD PATCHING MATERIALS FOR A PERIOD OF THREE (3) YEARS [AS AND WHEN REQUIRED]	1. MANDATORY 2. FUNCTIONALITY 3. 80/20 OR 90/10 FOR PRICE & SPECIFIC GOALS (CRITERIA INSIDE THE TENDER DOCUMENT)	DOWNLOADABLE FOR FREE ON E-TENDER PORTAL OR PRINTED DOCUMENT AVAILABLE AT THE MUNICIPAL MAIN BUILDING AT R600,00 (SEE ADDRESS BELOW)	N/A	MR. E ELOFF 057 391 3911 (EWAN.ELOFF@ MATJHABENG.CO.ZA)	23/11/2026 MONDAY 14:00

All SCM related enquiries must be directed: Lesibo Sebatane 057 391 3911 (lesibos@matjhabeng.co.za) or Sylvia Malgas 057 391 3911 (sylvia.malgas@matjhabeng.co.za)	**PAYMENTS CANNOT BE MADE AT THE SUPPLY CHAIN MANAGEMENT OFFICE** **PAYMENTS CAN BE MADE AT THE CASHIERS** • Welkom Offices	**ALTERNATIVELY DIRECT OR ELECTRONIC DEPOSITS TO THE MUNICIPAL BANK ACCOUNT:** **ABSA BANK, ACCOUNT NO: 4053705465, BRANCH CODE: 632 005,** **REF: TENDER NUMBER**
AVAILABILITY OF DOCUMENTS: 21/10/2026	**DOCUMENTS CAN BE COLLECTED AT: MATJHABENG LOCAL MUNICIPALITY MAIN BUILDING, ROOM 108 C/O RYK AND STATEWAY STREET WELKOM 9460**	**ALL TENDER DOCUMENTS TO BE SUBMITTED AT:** **MATJHABENG LOCAL MUNICIPALITY** **IN THE TENDER BOX PLACED AT THE ENTRANCE OF MUNICIPALITY OFFICES** **C/O RYK AND STATEWAY STREET** **CIVIC CENTRE** **WELKOM** **9460**

PLEASE NOTE:

1. Section 217 of the Constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive and cost effective **2. No bid(s) will be accepted from a person in the service of the state 3.** The following shall not be considered; - (i) Tenders received after the closing date and time determined here-in (ii) Tenders of which the envelopes have not been duly marked for identification (iii) Telegraphic, faxed and telephonic tenders or those completed in pencils **4.** The lowest bid/proposal will not necessarily be accepted and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders **5.** Matjhabeng Local Municipality reserves the right to appoint or not appoint **6.** Municipal Supply Chain Management Policy and Preferential Procurement policy Framework Act No 5 of 2000 and its regulations will be applied **7.** In case where the bid validity period is not indicated in the bid document the validity period shall be 90 days from the closing date of the bid. The Municipality will only communicate the outcome of the bid with the successful bidder.

_____

Acting - Municipal Manager
Mr. T Panyani

PART 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC conflict with one another, the stipulations of the SCC will prevail.

1.2.2 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 or the tender scoring the highest points.

1.2.3 Validity Period

Bids shall remain valid for one hundred and twenty (120) days after the tender closure date.

1.2.4 Cost of Tender Documents

Downloadable for free on E-tender portal or printed document available at the Municipal main building at R600,00.

1.2.5 Registration on Central Supplier Database

The Municipality may award tenders to prospective suppliers who are not registered on the Database.

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender. Do not use pencils or correction fluid to make corrections. Make corrections, if necessary, only by placing a line across the words/numbers to be corrected and initial next to the amended text. All MBD forms in the tender must be completed truly and signed by the authorized signatory. Part 5: DECLARATION must be completed and signed by the authorized signatory. Failure to do so will result in the disqualification of the tender.

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

(c) The complete original tender document must be returned. Missing and re-arranged pages will result in the disqualification of the tender.

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

(e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

1.2.7 Compulsory Documentation

1.2.7.1 Tax Compliance Status Letter and PIN

(a) A copy of a Tax Compliance Status Letter and PIN, obtainable from South African Revenue Service (SARS) offices or printed from the SARS website may accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.

(b) In the case of a Consortium/Joint Venture every member may submit a separate Tax Compliance Status Letter and PIN, obtainable from the SARS offices or printed from the SARS website, with the bid documents. The onus is on the bidders to ensure that their tax matters with SARS are in order.

(c) The Tax Compliance Status PIN will be verified by the Municipality on the SARS website.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)

(a) When applicable, the bidder's CIDB registration certificate must be included with the tender, failure to provide the required CIDB Certificate will disqualify the bid.

(b) In case of a Consortium/Joint Venture a Consolidated CIDB certificate must be attached, failure to do so will disqualify the bid.

(c) The Municipality will verify the bidder's CIDB registration during the evaluation process.

1.2.8.2 Municipal Rates, Taxes and Charges

(a) A copy of the bidders municipal account (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the bidder, the bid will be disqualified.

(b) Any bidder who is in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three (3) months before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that municipal rates and taxes or municipal charges are not owing for more than three (3) months.

(d) In the case of a Consortium/Joint Venture all bidders must submit municipal accounts or lease agreements, failure to do so will disqualify the bid.

1.2.9 Authorized Signatory

(a) A copy of the recorded resolution taken by the board of directors, members, partners, or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the bid document on submission time.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

(c) If such a copy of the resolution does not accompany the bid document of the successful bidder, the bid will be disqualified

1.2.10 Site/Information Meetings

(a) 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.
(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated. Failure to do so as and when required will result in the disqualification of the tender.

1.2.12 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 item 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.

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in **the Tender Box at the entrance of Municipal Offices, Municipal Civic Centre, 319 Stateway, Welkom not later than 14:00 pm of the closing date. Municipal postal address is not used for this purpose. Only bids hand delivered to the tender box will be accepted.**

(b) Faxed, e-mailed and late tenders will not be accepted.

1.2.14 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.15 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Matjhabeng Local 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 Matjhabeng Local Municipality, it should do so in writing to the Matjhabeng Local Municipality. Any effort by the firm to influence the Matjhabeng Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.16 Opening, Recording and Publications of Tenders Received

(a) 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.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

1.2.17 Evaluation of Tenders

The criteria of evaluation will be in three stages as listed below:

- Stage 1 : Administrative compliance
- Stage 2 : Functionality
- Stage 3 : Financial Offer and Preference Evaluation

Administrative Compliance

Over and above the test for responsiveness as described under Part 1.2 of the tender conditions and information, failure of the bidder to submit the following will result in immediate disqualification:

1. Certificate of authority for signatory in the Company Letterhead.
2. Joint Venture (JV) Agreement/Disclosure (if applicable).
3. Copy(s) of Company/CC/Trust/Partnership Registration Certificate(s) as well as certified copy(s) of Identity Document(s) of all Shareholder(s) as per Registration Certificate. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
   ID copy(s) certification must not be older that six (6) months.
4. Municipal Account for the month preceding the tender closure date of the Company which is not more than three (3) months in arrears/Lease Agreement of the Company with proof that municipal rates and taxes or municipal charges are not owing for more than three (3) months. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
5. Proof of Central Supplier Database (CSD) registration. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership. If not CSD registered, a Valid Tax Compliance Status Letter and PIN must be submitted. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
6. All MBD forms, Declaration and Contract Form in the tender document duly completed and signed.
7. COMPULSARY DOCUMENTATION/CHECKLIST AT THE END OF THE BID DOCUMENT MUST BE COMPLETED IN FULL AND ADHERED TO.

Functionality

Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below, considering, among other factors, the quality, reliability and the technical capacity and ability of a Bidder. A Bid will not be evaluated further if it fails to meet the minimum threshold of **total 70 points** out of **maximum 100 points** for functionality as prescribed in the following tables:

CATEGORY	FUNCTIONAL CRITERIA	POINTS ALLOCATION
i	Bidders Financial Capacity	40
ii	Experience of the Bidder	30
iii	Resources to Execute the Works	30
TOTAL		**100**

(i) BIDDERS FINANCIAL CAPACITY (40 POINTS)

The bidder must attach proof of available capital. Bidders to attach Company Bank Statements /Proof of availability of funds any date from tender advert date to tender closing date. Points will be allocated as follows:

TARGETED GOALS	POINTS ALLOCATION
Bidder has submitted positive balance in the business bank account of ≥ (greater than) R 300 000,00 any date from date of tender advert date to tender closing date	40
Bidder has submitted positive balance in the business bank account of R 200 000,00 to R 300 000,00 any date from date of tender advert date to tender closing date	30

Bidder has submitted positive balance in the business bank account of R 150 000,00 to R 200 000,00 any date from date of tender advert date to tender closing date	20
Bidder has submitted positive balance in the business bank account of < (less than) R 150 000,00 any date from date of tender advert date to tender closing date	00
Bidder has submitted no information or inadequate information to determine scoring levels	00

(ii) EXPERIENCE OF THE BIDDER (30 POINTS)

The bidder must submit similar appointment letters and/or orders(s) with reference letters [both orders/appointment letter(s) and reference letters must be attached]. Bidder to provide supporting documents by way of signed and stamped reference letters with contactable references of previous clients in their company's letterhead. Points will be allocated as follows:

TARGETED GOALS	POINTS ALLOCATION
Similar appointment letter(s) or order(s) **with** reference letter(s) with a combined value of R 300 000,00 or more	30
Similar appointment letter(s) or order(s) **with** reference letter(s) with a combined value R 200 000,00 to R 300 000,00	20
Similar appointment letter(s) or order(s) **with** reference letter(s) with a combined value R 150 000,00 to R 200 000,00	10
Similar appointment letter(s) or order(s) **with** reference letter(s) with a combined value of less than R 150 000,00	00
Bidder has submitted no information or inadequate information to determine scoring levels	00

(iii) RESOURCES TO EXECUTE THE WORKS (30 POINTS)

Bidders are expected to submit proof of vehicle ownership. The Vehicle owned or leased by the tenderer that will be available for this Contract. <u>If owning</u>, must attach a latest valid Motor Vehicle Licensing document (MVL1) in the name of the Company. <u>If leasing</u>, must attach lease agreement/intention to lease WITH a latest valid Motor Vehicle Licensing document (MVL1) in the name of the Lessor. Points will be allocated as follows:
:

TARGETED GOALS	POINTS ALLOCATIONS
Light Duty Vehicle (LVD) in the name of the Bidder	30
Light Duty Vehicle (LVD) in the name of the Lessor	10
Bidder has submitted no information or inadequate information to determine scoring levels	00

THE MUNICIPALITY RESERVES THE RIGHT TO VERIFY THE SUBMITTED FUNCTIONALITY DOCUMENTS.

Financial Offer and Preference Evaluation

Financial Offer and Preference Evaluation (80/20) or (90/10)

All responsive bids that qualify by meeting the minimum thresholds for functionality will then be evaluated on the basis of price and preference in accordance with the Preferential Procurement Regulations 2022. The points scored for functionality are not carried over or considered in the calculation of the Financial and Preference evaluation.

80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million

The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where:

Ps = Points scored for price of tender under consideration.
Pt = Price of tender under consideration; and
Pmin = Price of lowest acceptable tender.
a) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
b) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
c) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

90/10 preference point system for acquisition of goods or services with Rand value above R50 million

The following formula must be used to calculate the points out 90 for price in respect of an invitation for tender with a Rand value above R50 million, inclusive of all applicable taxes:

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where:
Ps = Points scored for price of tender under consideration;
Pt = Price of tender under consideration; and
Pmin = Price of lowest acceptable tender.

a) A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.
b) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
c) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

Up to 20 tender evaluation points will be awarded to tenderers on specific goals as follows:

10 points – BBBEE status level

B-BBEE STATUS LEVEL OF	NUMBER OF	NUMBER OF

CONTRIBUTOR	POINTS (80/20)	POINTS (90/10)
1	10	05
2	08	04
3	06	03
4	04	02
5	02	01
6	02	01
7	02	01
8	02	01
Non-compliant contributor	00	00

(1) A Bidder must submit proof of its B-BBEE status level of contributor.
(2) A Bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but :

(a) may only score points out of 80 for price and 10 points for locality; and
(b) scores 0 points out of 10 points for B-BBEE.

10 points – Locality

LOCAL AREA	NUMBER OF POINTS (80/20)	NUMBER OF POINTS (90/10)
Within the boundaries of the Municipality	10	05
Outside of the boundaries of the Municipality, but within the Lejweleputswa District Municipality.	06	03
Within the boundaries of Free State Province	04	02
Outside of the boundaries of Free State Province	00	00
No information or inadequate information submitted to determine scoring level	00	00

(3) 10 points of the 20 points will be allocated to promote the goal for local area of the bidder. Company registration document/Municipal Account/Lease Agreement must be attached to claim points for this specific goal.
(4) The points scored by a Bidder on specific goals must be added to the points scored for price.
(5) The points scored will be rounded off to the nearest two decimal places.
(6) The contract will be awarded to the tenderer scoring the highest points

1.2.18 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.

1.2.19 Contract

(a) The successful bidder will be expected to sign the agreement in Part 6 of this bid document. The signing of both Parts of Part 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.20 Subcontracting

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees

(e) The Contractor shall not be required to obtain such consent for –
(i) the provision of labour, or
(ii) the purchase of materials which are in accordance with the Contract, or
(iii) the purchase or hire of Construction Equipment

1.2.21 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.22 Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

1.2.23 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions

1.2.24 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 because of the award of the contract.

1.2.25 Past Practices

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised, or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

1.2.26 Validity of B-BBEE certificates:

1. If the certificate was issued by a verification agency the following must be on the face of the certificate:

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

2. If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

3. If the certificate was issued by registered auditors approved by IRBA

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

4. A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

1.2.27 Letter of Good Standing from the Commissioner of Compensation (If applicable)

(a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must

accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

1.2.28 Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

1.2.29 Joint Ventures

The Joint venture agreement must be submitted as part of the bid documents;

(a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;

(b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.

(c) All members of the Joint venture must submit, with the bid documents:
- a valid tax compliance status letter and SARS tax PIN, individually;
- certified company registration documents, individually;
- proof of CSD, individually;
- an agreement that clearly provides clarity of Profit and liability sharing; and
- a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed in pages 49-51.

(d) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

1.2.30 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to
Mr. L Sebatane/ Ms. S Malgas both at telephone 057 391 3911 or e-mail at lesibos@matjhabeng.co.za or sylvia.malgas@matjhabeng.co.za

1.3: GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.
1.24 "Services" means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
1.26 "Tort" means in breach of contract.
1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
2.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and; (b) in the event of termination of production of the spare parts: (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the

purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the
supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not

supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other
rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the supplier fails to perform any other
obligation(s) under the contract; or
(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National
Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in Sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier regarding goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligation under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform them respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted
goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in Section 59 of the Competition Act No 89 0f 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

PART 2

PART 2.1: PROJECT SPECIFICATIONS

SPECIFICATIONS: PANEL OF SUPPLIERS FOR THE SUPPLY AND DELIVERY OF ROAD PATCHING MATERIALS FOR A PERIOD OF THREE (3) YEARS [AS AND WHEN REQUIRED]

This tender is for appointment of service providers for the panel of suppliers for the supply and delivery of road patching materials for a period of three (3) years [as and when required].

The Municipality will request a quote from the appointed panel of suppliers as and when goods/services are required. Allocation of work will be limited to the available budget.

The road patching material must be delivered within 21 calendar days (3 weeks) as and when required, the Municipality may request a shorter period in case of emergencies.

The Works will include the following:

- Supply and delivery of road patching material to site.
- Guarantee of all supplied and delivered road patching material for period of twelve (12) months.
- To provide safe and secured storage facilities in the Matjhabeng Local Municipality area to store the indicated road patching material until delivery.
- To ensure that all road patching material supplied complies to the SANS regulations and relevant legislation.
- Provide ESETA approved training to council employees on all road patching material supplied where required.

The sites road patching material needs to be delivered to will be in various wards and units within the municipal area of Matjhabeng.

ROAD PATCHING MATERIAL (NOT LIMITED THERETO)

ITEM	DESCRIPTION	UNIT	QUANTITY
100.00	SUPPLYING OF ROAD PATCHING MATERIALS:		
	Crusher Run	m^3	Rate only
	Crusher sand	m^3	Rate only
	Asphalt medium grade	ton	Rate only
	SS60 stable grade 210L drums	drum	Rate only
	Supply of 9.5mm pre coated chips on a rubber bitumen coated sheets 750 x1000 for road patched.	Sheet	Rate only
	Supply of cold tar in 25kg bags of high quality with a shelf life of 6 months and a workability from bag in 10 – 15 minutes	Bag	Rate only

- PANEL OF SUPPLIERS FOR THE SUPPLY AND DELIVERY OF DELIVERY OF ROAD PATCHING MATERIAL [AS AND WHEN REQUIRED] IS NOT LIMITED TO THE LIST ABOVE, THE SCHEDULE IS BY WAY OF EXAMPLE ONLY.

2.2 PRICING SCHEDULE

Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has considered when developing his prices.

2.2.1 The short descriptions and category number given in the pricing schedule below are brief descriptions used to identify the activities for which prices are required.

2.2.2 While it is entirely at the tenderer's discretion as regards to the pricing schedule below, guideline tariffs of fees or indicative time-based fee rates are gazetted annually, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.

2.2.3 For the purpose of the pricing schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.

2.2.4 A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the pricing schedule.

2.2.5 The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.

2.2.6 Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing schedule. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.

2.2.8 Prices should be inclusive of VAT and all other costs to operate this service.

2.2.9 Only firm pricing will be accepted, non-firm prices (including prices subject to rates of exchange variations) will not be considered.

PART 3

PART 3.1: BID FOR REQUIREMENTS OF MATJHABENG LOCAL MUNICIPALITY

MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MATJHABENG LOCAL MUNICIPALITY					
BID NUMBER:	**BID/08/2026-27**	CLOSING DATE:	**23-11-2026**	CLOSING TIME:	**14:00**
DESCRIPTION	**PANEL OF SUPPLIERS FOR THE SUPPLY AND DELIVERY OF ROAD PATCHING MATERIALS FOR A PERIOD OF THREE (3) YEARS [AS AND WHEN REQUIRED]**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

C/O RYK AND STATEWAY STREET
CIVIC CENTRE
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:			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]			
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**	**R**			
SIGNATURE OF BIDDER	……		**DATE**				
CAPACITY UNDER WHICH THIS BID IS SIGNED							

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	**FINANCE (SCM)**	CONTACT PERSON	**MR. E ELOFF**
CONTACT PERSON	**MR. L SEBATANE**	TELEPHONE NUMBER	**057 391 3911**
TELEPHONE NUMBER	**057 391 3911**	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	**EWAN.ELOFF@MATJHABENG.CO.ZA**
E-MAIL ADDRESS	**LESIBOS@MATJHABENG.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 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 OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

PART 4

PART 4.1: TAX CLEARANCE CERTIFICATE REQUIREMENTS

MBD2

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

2.1 In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/ individuals who wish to submit bids.

2.2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

2.3 The valid Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original Tax Clearance Certificate will result in the invalidation of the bid. Expired copies of the Tax Clearance Certificate(s) will not be accepted.

2.4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

2.5 Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za

2.6 Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

PART 4.2: DECLARATION OF INTEREST

MBD4

1. **No bid will be accepted from persons in the service of the state.**
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegation of favouritism, should be resulting bid, or part thereof, be awarded to person connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declares 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 or his or her representative	
3.2	Identity Number	
3.3	Position occupied in the Company (director, shareholder etc.)	
3.4	Company Registration Number	
3.5	Tax Reference Number	

MSCM Regulations: "in the services of the state *means to be:–

(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 municipal 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.

3.6	VAT Registration Number		
3.7	Are you presently in the service of the state?	YES	NO
3.7.1	If so, furnish particulars:		

3.8	Have you been in the service of the state for the past twelve months?	YES	NO
3.8.1	If so, furnish particulars		

3.9	Dou 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
3.9.1	If so, furnish particulars		

3.10	Are you aware of any relationship (family, friend, other) between a 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
3.10.1	If so, furnish particulars		

3.11	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1	If so, furnish particulars		

3.12	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1	If so, furnish particulars		

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

Full Name	**Identity Number**	**Personal Tax Reference Number**	**State Employee Number/ Persal Number**

5. **DECLARATION**

I, the undersigned (name) …….., certify that the information furnished in paragraph 3 above is correct.

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

SIGNATURE		**DATE**	

NAME OF SIGNATORY	
POSITION	
NAME OF COMPANY	

PART 4.3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

MBD 6.1

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 The applicable preference point system for this bid is 80/20 or 90/10 preference point system.

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **The maximum points for this tender are allocated as follows:**

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
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.

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

2. DEFINITIONS

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

(b) "**price**" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

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				
LOCALITY				

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
   forward the matter for criminal prosecution, if deemed necessary.

…….

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

…….

DATE: ……

ADDRESS: ……

……

PART 4.4: MUNICIPAL RATES AND TAXES

Names of Company	Physical residential address of the Company	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach Municipal Account

DECLARATION

I, THE UNDERSIGNED (NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... **.....**

Signature **Date**

..... **.....**

Position **Name of Bidder**

PART 4.5: AUTHORISED SIGNATORY

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors **MUST** establish their authority by attaching a copy of the relevant resolution of their Board of Directors, Members, or Partners duly signed and dated.

An **example** for a company is shown below:

"By resolution of the board of directors passed on_____ 20_____

Mr/Ms. _____

Has been duly authorized to sign all documents in connection with the bid for

Contract_____No_____

And any Contract, which may arise there from on behalf of

Signed on behalf of the company: _____

In his/her capacity as: _____

Date: _____

Signature of signatory

As witness: 1. _____

2. _____

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)…….…… in accordance with the requirements and specifications stipulated in bid number……..…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of Tax Compliance Status;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

2. ……

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as……..…..
accept your bid under reference number ……dated……for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. …….

2. …….

DATE …….

PART 4.7: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD8

1. This Municipal Bidding Document forms 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 bidders 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) Wilfully neglected, reneged on or failed to comply with any government, municipal or other 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 (No 12 of 2004)
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector (**Companies or persons by the National Treasury after the audi alteram partem rule was applied).**		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) (**To access this Register enter the National Treasury's website, number (012) 326 5445).**		
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of it 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?		
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and 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?		
4.5.1	If so, furnish particulars:	Yes	No

CERTIFICATION

I, the undersigned (full name) …….....certify that the information furnished on this declaration from 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**

PART 4.8: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD9

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)

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 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.

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**

PART 5

DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the Parts below, if included, that it shall be deemed to form and be construed as part of this agreement:

(i) Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2011;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination
- Special Conditions of Contract;

(ii) General Conditions of Contract; and
(iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES	
1	……
2.	……
DATE:	……

PART 6

JOINT VENTURE AGREEMENT

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A JOINT VENTURE

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

_____

NAME OF TENDERER (Must agree with bidder details)

Held at _____ on _____(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to Matjhabeng Local Municipality in respect of the following:

BID/08/2026-27: PANEL OF SUPPLIERS FOR THE SUPPLY AND DELIVERY OF ROAD PATCHING MATERIALS FOR A PERIOD OF THREE (3) YEARS [AS AND WHEN REQUIRED]

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the **Joint Venture**).

_____and

_____and

_____and

_____and

_____and

_____and

_____and

_____and

2. Mr./Mrs./Ms. _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a joint venture accept jointly and several liability, with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Matjhabeng Local Municipality in respect of the project described above under item 1.

4. The **Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Matjhabeng Local Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:
NB: **COMPULSURY TO BE COMPLETED** IN CASE OF JOINT VENTURE

NAME		**ID NUMBER**	**DIRECTORS/OWNERS PERSONAL TAX NUMBER**	**SIGNATURE**
1				
2				
3				
4				
5				
6				
7				
8				
9				
Name of Joint Venture				
Names of Each Enterprise:				

(1) Name and Address of Enterprise:	
2) Name and Address of Enterprise:	
3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	YES ☐ NO ☐
CIDB Registration Number(s), if applicable:	

Submit your Joint Venture Agreement together with this tender document. <u>If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.</u>

SIGNED ON BEHALF OF JOINT VENTURE _____

COMPULSARY DOCUMENTATION/CHECKLIST TO BID DOCUMENT

Please ensure that the following forms have been duly completed and signed and that all documents as requested, are attached to the tender document: **Failure to submit this documentation will result in the tender being non-responsive.** To be completed and signed by the bidder.

(ALL DOCUMENTS/SUPPORT SHOULD BE EASILY IDENTIFIABLE IN THE FILE BY USING CLEAR FILE SPLITTERS, FAILURE TO DO SO WILL RESULT IN BID BEING DISQUALIFIED)			
No	**Description**	**Yes/No OR N/A**	**File Splitter Name/Number (i.e. reference in the file)**
1.	Certificate of authority for signatory with Company Letterhead.		
2.	Joint Venture (JV) Agreement/Disclosure (if applicable).		
3.	Certified copy(s) of Company/CC/Trust/Partnership Registration Certificate(s).		
4.	Municipal Account for the month preceding the tender closure date of the Company which is not more than three (3) months in arrears/Lease Agreement of the Company with proof that municipal rates and taxes or municipal charges are not owing for more than three (3) months.		
5.	Proof of Central Supplier Database (CSD) registration. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership. If not CSD registered, a Valid Tax Compliance Status Letter and PIN must be submitted.		
6.	MBD 1 – Is the form duly completed and signed?		Page 27
	MBD 2 – Tax clearance certificate requirements		Page 30
	MBD 4 – Is the form duly completed?		Page 31
	MBD 6.1 – Is the form duly completed and signed?		Page 34
	Contract form - Is the form duly completed and signed?		Page 40
	MBD 8 – Is the form duly completed and signed?		Page 42
	MBD 9 – Is the form duly completed and signed?		Page 44
	Declaration - Is the form duly completed and signed?		Page 47
7.	COMPULSARY DOCUMENTATION/CHECKLIST AT THE END OF THE BID DOCUMENT MUST BE COMPLETED IN FULL AND ADHERED TO.		Page 52-55

ADDITIONAL DOCUMENTS APPLICABLE TO THIS TENDER

(ALL DOCUMENTS/SUPPORT SHOULD BE EASILY IDENTIFIABLE IN THE FILE BY USING CLEAR FILE SPLITTERS, FAILURE TO DO SO WILL RESULT IN BID BEING DISQUALIFIED)

	Description	Yes/No OR N/A	File Splitter Name/Number (i.e. reference in the file)
8.	Other documentation as required for administrative compliance criteria		

(ALL DOCUMENTS/SUPPORT SHOULD BE EASILY IDENTIFIABLE IN THE FILE BY USING CLEAR FILE SPLITTERS, FAILURE TO DO SO <u>WILL</u> RESULT IN BID BEING DISQUALIFIED)			
9.	**Documentation as required for functionality criteria**	**<u>Yes/No OR N/A</u>**	**<u>File Splitter Name/Number (i.e. reference in the file)</u>**

(ALL DOCUMENTS/SUPPORT SHOULD BE EASILY IDENTIFIABLE IN THE FILE BY USING CLEAR FILE SPLITTERS, FAILURE TO DO SO WILL RESULT IN BID BEING DISQUALIFIED)			
10.	**Documentation required for Price and Preference Evaluation**	**Yes/No OR N/A**	**File Splitter Name/Number (i.e. reference in the file)**
	B-BBEE status level of contribution.		
	Locality Proof: Registration Document/Municipal Account/Lease Agreement		

I, …… confirm that all compulsory documents for this tender is duly completed, signed and attached to this tender document.

…… **……..**

Signature **Date**