



DIRECTORATE: TECHNICAL SERVICES

CONTRACT DESCRIPTION:

**APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR
SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED
PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF
THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT**

BID NO:

TS001/2025

BID SUBMITTED BY:-

NAME OF BIDDING ENTITY :

ADDRESS :

CONTACT NUMBER :

CONTACT PERSON :

TENDERED OFFER (R) :

ISSUED BY:

Dihlabeng Local Municipality
No. 9 Muller Street
P.O. Box 551
BETHLEHEM
9700

Tel. No.: (058) 303 5732

Fax No.: (058) 303 4703

CLOSING DATE : **16 MAY 2025 AT 12:00**

BIDDER'S QUESTIONNAIRE

NO.	QUESTION	BIDDER'S RESPONSE
1	Have you initialed all the pages of the BID document?	* YES / NO
2	Have you completed and signed the Returnable Schedules?	* YES / NO
3	Have you completed/signed and submitted all relevant information as requested by the Evaluation Schedules (as and when required) ?	* YES / NO
4	Have you submitted Tax Clearance reference number and tax compliance status pin ?	* YES / NO
5	Have you completed and signed the MBD 4 form - Declaration of Interest?	* YES / NO
6	Have you completed the Questionnaire (MBD 5) regarding the declaration for procurement above R10 million and submitted your Company's latest three years audited financial statements (as and when required) ?	* YES / NO
7	Have you taken note of the contents of part 5 of MBD 6.1 to substantiate your B-BBEE rating claims, and have you submitted an original and valid or certified copy of your Company's B-BBEE certificate to qualify for preference points?	* YES / NO
8	Have you completed and signed the following forms: - MBD 7.1 Form – Contract Form for purchase of goods/works? - MBD 7.2 Form - Contract Form for rendering of services? (as and when required)	* YES / NO
9	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	* YES / NO
10	Have you completed the Form of Offer (C1.1) in WORDS as well as in FIGURES ?	* YES / NO
11	Have you completed and signed Part 2 of C 1.2 (Contract Data)?	* YES / NO
12	Have you completed the MBD 3.3 form and carried over your tendered price (Vat inclusive) to Form of offer (C 1.1)?	* YES / NO

* Delete whichever is not applicable

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

2.....

Witness: Initial

DIHLABENG LOCAL MUNICIPALITY

CONTRACT NUMBER: TS001/2025

BID DOCUMENT

**APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND
OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A
PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT**

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:

PHYSICAL STREET ADDRESS	POSTAL ADDRESS

TELEPHONE NUMBER :

FAX NUMBER :

E-mail ADDRESS :

DATE :

Bidder: Initial of authorized signatory/ies 1.....

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DIHLABENG LOCAL MUNICIPALITY

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APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT

THE BID

PART T1: Bidding Procedures

- T1.1 Bid Notice and Invitation to Bid
- T1.2 Terms of Reference
- T1.3 Bid Data
- T1.4 General Conditions of Contract
- T1.5 Standard Conditions of Tender
- T1.6 Special Conditions of Contract

PART T2: Returnable Documents (All documents / schedules are returnable)

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules (Included in T2.1)

The following documents must be completed and signed (where applicable) and submitted as a complete set.

DOCUMENT		COLOUR OF PAGES
NUMBER	HEADING	
	PART T1	
T1.1	Bid Notice and Invitation to Bid	White
T1.2	Terms of Reference	White
T1.3	Bid Data	White
T1.4	General Conditions of Contract	White
T1.5	Standard Conditions of Tender	White
T1.6	Special Conditions of Contract	White
	PART T2	
T2.1	List of Returnable Documents	White
T2.2	Returnable Schedules (Included in T 2.1)	White
	PART C1	
C1.1	Form of Offer and Acceptance	White
C1.2	Contract Data	White
	PART C2	
C2.1	Pricing Instructions	White
C2.2	Activity Schedule	White
C3	Scope of Work	White

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INVITATION TO BID

DIHLABENG LOCAL MUNICIPALITY

Suitable offers are hereby invited for the following bids:

Bid Name	Bid No.	CIDB Grading	Compulsory Briefing Session	Evaluation and Adjudication Criteria and Preference Points	Closing Date	Enquiries
Appointment of panel of six (6) service providers for supply, delivery and offloading of bitumen based products on an as and when required basis for a period of three (3) years with effect from date of appointment	TS001/2025	N/A	N/A	Bids will be evaluated on three stages: • Stage 1: Responsiveness • Stage 2: Financial Offer and Preference Evaluation (80/20 Scoring Points) • Stage 3: Risk Analysis	16 May 2025	M Radebe Tel.: 058 303 5732 dlmroads@gmail.com

Bid documents will be available from **12:00 on Tuesday, 22 April 2025**, upon payment of a cash non-refundable document fee of **R1 000,00** per set, at the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700.

Please note that tender document can also be accessed/download for free on the Dihlabeng Local Municipality website <http://www.dihlabeng.gov.za/strategic-documents/bid-documents> and on eTender Portal.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and must be sealed together with supporting documents and externally endorsed **WITH THE CONTRACT NUMBER AND DESCRIPTION** and placed in bid box, on the Ground Floor, Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 not later than **12:00 on or before the closing date of 16 May 2025.**

Bidders' attention is specifically drawn to the provisions of the bid rules and evaluation criteria which are included in the bid documents. The highest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed. Bids completed in pencil or erasable fluids will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the Dihlabeng Local Municipality.

The compulsory documents stated in the document must be submitted together with the Bid Document. With effect from 1 July 2016, Dihlabeng Local Municipality must use and verify suppliers registered on the Central Supplier Database - <https://secured.csd.gov.za/> Failure to register on the Central Supplier Database will result in Dihlabeng Local Municipality not being able to conduct business with the company/ entity.

Bids will be opened in public as soon as possible after the closing time. The municipality reserves the right to reject any and all bids at any time.

Everyone, Every Household, Every Entity – A Testimonial of our Excellent Service!

M NTHELI
MUNICIPAL MANAGER



9 Muller Street East
P.O. Box 551
BETHLEHEM 9700
www.dihlabeng.gov.za

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DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT

T1.2 TERMS OF REFERENCE

1. INTRODUCTION AND BACKGORUND

Dihlabeng Local Municipality requires the services of service providers who are qualified, capable and experienced to undertake services of supply, delivery and offloading of bitumen based products within the jurisdiction of the Municipality for maintenance of roads infrastructure for a period of 36 months from date of award.

The purpose of this bid is to create sustainable roads infrastructure through quality and durable products which are compliant with relevant and applicable engineering and petroleum standards. The objectives of this panel is to enable the Municipality to address the municipal roads network infrastructure needs through maintenance and upgrading of the existing roads infrastructure.

2. DEFINITION

The purpose of the tender is for service providers to supply, delivery and off-loading of bitumen based materials on an as and when required basis for a period of three (3) years with effect from date of appointment.

General:

- (i) Definitions apply to the singular as well as the plural.
- (ii) The words “bid” and “tender”, and “bidder” and “tenderer” can be used interchangeably.
- (iii) All definitions as defined in the General Conditions of Contract are applicable to these Standard Conditions of Tender.
- (iv) **Bid or Tender:** The offer submitted in respect of an invitation to submit such an offer.
- (v) **Bidder or Tenderer:** An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a bid/tender.
- (vi) **Municipality:** Dihlabeng Local Municipality, as represented by the duly authorised delegate, official or committee.
- (vii) **Week:** A period of seven (7) consecutive days.
- (viii) **Material Deviation:** A material deviation or qualification is one which, in the Municipality’s opinion, would:
 - Detrimentially affect the scope, quality, or performance of the services or supply identified in the Scope;
 - Significantly change the Municipality’s or the Tenderer’s risks and responsibilities under the contract; or
 - Affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.

3. CONDITIONS OF TENDER & CONTRACT

The specifications will be governed by the Standard Conditions of Tender (Goods and Services), Special Conditions of Tender (SCT), and General Conditions of Contract (GCC) (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the Special Conditions of Contract (SCC), the Occupational Health and Safety Act (Act No. 85 of 1993), and the Dihlabeng Local Municipality Policies / By-Laws.

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Complete Acceptance of Conditions:

Unless otherwise expressly stipulated in a letter covering the tender, every Tenderer shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of their tender, which are in conflict with the General Conditions of Contract and Special Conditions of Contract. Tenderers are advised that any material divergences / qualifications from the official Conditions or Specification will render their tenders liable to disqualification.

4. TENDER INFORMATION

- a) General:
- (i) Tenderers will be liable for rejection unless made out on the official tendering documentation.
 - (ii) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the Tenderer. The use of correction fluid is not permitted.
 - (iii) Tenderers may submit alternative solutions that, in the Tenderer's opinion, are to the Municipality's advantage economically and technically. Full technical details of the alternative tender(s) shall be submitted with the tender documents. Alternative tender(s) shall be submitted separately.
- b) Obtaining Tender Documentation:
All tenders must be submitted on official tender documentation issued as a hard copy and / or in electronic format, by the Dihlabeng Local Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and suitably bound by the tenderer.
- c) Briefing Session (Clarification Meeting):
Briefing Session for this tender is not applicable.

5. SCOPE OF WORK

- Delivery of various bitumen based products to the designated areas within jurisdiction of the Municipality;
- The safe off-loading of the product into the storage space or site to be indicated on the delivery date;
- The Municipality may conduct an annual safety audit on all the manufacturing plants with regards to the storage, usage and handling of the products;
- Supply all Legal Safety notices to the Municipality;
- Each load must be accompanied by a Certificate of a recent batch analytical test report not older than 3 months for all other products and hot wearing course must be accompanied by analytical test report of the batch being delivered. In relation to hot wearing course, the service provider must provide relevant equipment to test the temperature upon arrival on site and non-compliant with minimum relevant and applicable requirements, the batch / delivery will be reject and the Municipality will not be responsible for any costs associated with the batch / delivery and / or purchase thereof.

6. HEALTH AND SAFETY PLAN

Service providers must comply with health & safety act and all other relevant and applicable legislation for the duration of the tender.

Bidder: Initial of authorized signatory/ies 1.....

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7. DELIVERY BASIS

Supply, delivery and off-loading of bitumen based products must take place in relation to SCC 1.6 and service provider may be required to provide commitment of delivery basis in writing. Failure to comply with delivery basis may result in an order being cancelled.

8. UNIT PRICES

Bidders shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the Conditions of Contract.

9. ESTIMATED QUANTITIES

The estimated quantities are set out in Bill of Quantities which forms part of the official tender documents. The quantities are stated purely for the information of the Bidders and are in order to ascertain an estimated total contract price. The Supplier will, however, be bound to supply whatever quantity or quantities that the Municipality may actually require, and may exceed, or be less than the estimated quantities stated.

10. DELIVERY, RISK, PACKAGES, ETC

- a) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the Municipality.
- b) Bidders shall quote a unit price which shall include delivery to the specified delivery point, as stated.
- c) The risk in all goods purchased by the Municipality under the contract shall remain with the Supplier until such goods shall have been duly delivered.
- d) Bidders shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the tender.

11. APPLICABLE LEGISLATIVE REQUIREMENTS

- a) The service provider shall fully comply with the following Acts and Regulations:
 - Petroleum Products Act 120 of 1977.
 - Petroleum Products Amendment Act No 58 of 2003.
 - Petroleum Products Amendment Act No 2 of 2005.
 - Regulations regarding petroleum products wholesale licenses as per Government Gazette No 28665 dated 27 March 2006.
 - Occupational Health & Safety Act on regulation, 85 of 1993 Major Hazard Regulation Section 3 (1) read with section 5 (1) and 5 (5) (a).
 - National Environmental Management Act (NEMA), 1998, Listed Activities under notice 1 R166 of the Act, including regulation 1R; section 24(4) (a); section 24(2) (a) or (b).
 - Environment Conservation Act, 1989 (Act No. 73 of 1989), section 21 (Government Notice No. R.1182).
 - Standard Specifications for Road and Bridge Works for South African Road Authorities; October 2020.
 - TRH3 Guideline Manual.
 - SABITA Manual.

- 11.1 All materials offered in terms of this tender shall comply with the latest relevant Codes of the South African Petroleum Products Amendment Act (PPA), issued by (SANS) South African National Standards specifications.
- 11.2 Service providers must provide proof of his/her business location (municipal account) which can be inspected at any time during the term of this contract by an official of the Dihlabeng Local Municipality.
- 11.3 This contract is covered under the General Conditions of Contract as contained in the tender document.
- 11.4 The service provider shall not be entitled to cede or assign any of its rights or delegate any of its obligations or duties, nor any part of thereof acquired without the written consent of the Municipality.

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12. REQUEST FOR QUOTATIONS

The successful bidders will still be required to respond to Request for Quotations and subsequently orders will be issued in accordance with Supply Chain Management Policy.

13. QUALITY MANAGEMENT

The Service Provider must submit an active Quality Management System in place compliant with the quality processes outlined in Sabita Manual 35.

14. NUMBER OF SERVICE PROVIDERS

The Municipality aims at having/appointing Six (6) Service Providers in the panel; however, should the ideal panel of Six (6) Service Providers not be reached, a minimum of Three (3) Service Providers will be considered.

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DIHLABENG LOCAL MUNICIPALITY

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BID DOCUMENT

APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT

Bid Data (T1.3)

CLAUSE NUMBER	
	The Standard Conditions of Bid for procurement makes several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid for procurement other than disposals. Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Bid
1.1	The Employer is Dihlabeng Local Municipality
1.2	The single volume approach is adopted for this contract. The list of Returnable Documents identifies which of the documents a bidder must complete when submitting a bid offer. The bidder must submit the bid offer by completing the Returnable Documents including the fully priced Pricing Schedule, signing the “Offer” section in the “Form of Offer and Acceptance” and delivering the single volume procurement document back to Dihlabeng Local Municipality bound up as it was when it was received. The bid documents issued by the Employer comprise of the following: BID Part T1: Bidding procedures T1.1 – Bid notice and invitation to bid T1.2 – Terms of Reference T1.3 – Bid data T1.4 – Special Conditions of Contract T1.5 – Standard Conditions of Tender Part T2: Returnable documents T2.1- List of returnable documents T2.2 – Returnable schedules CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing Schedule C2.1 Pricing Instructions C2.2 Bill of Quantities

Bidder: Initial of authorized signatory/ies 1.....

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CLAUSE NUMBER	
	Part C3: Scope of work C3 Scope of work
1.3	The employer's agent is: Name: Mxolisi Radebe Capacity: Technician: Roads and Stormwater Address: Dihlabeng Local Municipality, P.O. Box 551, Bethlehem, 9700 Tel.: 058 303 5732 Fax: 058 303 4703 E-mail: dilmroads@gmail.com
1.4	A competitive negotiation procedure will not be followed.
2.1	Only those bidders who satisfy the following eligibility criteria are eligible to submit bids: 1. Bidder has the managerial capacity, reliability and experience regarding the nature of the project.
2.2	No briefing session is required.
2.3	The closing date for submission of Bid offer is 16 May 2025 at 12:00.
2.4	No alternative offers will be accepted
2.5	Additional copies of the bid offer will not be required
2.6.1 2.6.2	The employer's address for delivery of bid offer and identification details to be shown on such bid offer package are: Location of Bid box: Dihlabeng Local Municipality Physical address: No. 9 Muller Street East, Bethlehem, 9700 <u>Identification details:</u> As indicated in the bid notice.
2.7	A two-envelope procedure will not be followed.
2.8	The bidder is required to submit with the bid Tax Clearance reference number and tax compliance status pin issued by the South African Revenue Services
2.9	The location for opening of the bid offers, immediately after the closing time thereof shall be at: Time: 12H00 on the 16 May 2025 Location: Supply Chain Office, No. 9 Muller Street East, Bethlehem, 9700
3.0	Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022 (Government Gazette Vol. 689 4 November No. 47452 2022). Acceptable bids will be evaluated in Three (3) Stages, namely: Stage 1 – Responsiveness Stage 2 – Financial Offer and Preference Stage 3 – Risk Analysis

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CLAUSE NUMBER	
	Stage 1 – Tender Responsiveness The following submissions are the requirements for evaluating each bid for responsiveness. The Bidder who fails to submit the following documents or compliant with below will results in immediate disqualification: 1. Certificate of Authority for Signatory. 2. Joint Venture Agreement and Power of Attorney, in case of Joint Venture. 3. Proof of payment (municipal account/statement) of Municipal Services, which is not more than three (3) months old and not more than ninety (90) days in arrears. If Municipal Services are paid by the Lessee, a copy of municipal account/statement and a valid Lease Agreement (indicating the municipal account payer and the validity period of the contract) must be attached, should the municipal services be paid by the Landlord/owner, a valid Lease Agreement (indicating the municipal account payer and the validity period of the contract) must be attached. 4. Proof of CSD Registration Report which is Valid/Compliant from the date of availability of tender document. 5. The bidder must provide a Valid Letter of Good Standing (COIDA). 6. In the case where the Bidder is an accredited manufacturer, the bidder must submit a valid accreditation certificate in line with SANS 9001:2015 accompanied by an active Quality Management System Plan. In the case where the bidder is not an accredited manufacturer, the bidder must provide Letter of Intent/Support from an accredited manufacturer accompanied by manufacturer's SANS 9001:2015 and an active Quality Management System Plan. 7. The bidder must submit HAZCHEM Certificate for transportation of Hot Wearing Course (HMA) Products. 8. The document and Bill of Quantities must be completely filled in Black Ink, not erasable fluid and corrections are countersigned. 9. A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage. 10. The bidder has submitted the recent three years Financial Statements (2022/23, 2023/24 and 2024/25). 11. Tender documents must be submitted as one (1) original, and one (1) scanned copy (PDF) of the original completed in a USB with all exhibits and forms required included in the returnable schedule.
3.1	Stage 2: Financial Offer and Preference Evaluation Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022 (Government Gazette Vol. 689 4 November No. 47452 2022). 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million. 1. The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes: $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ Where: P_s = Points scored for bid or offer under consideration; P_t = Price of bid or offer under consideration, and; P_{min} = Price of lowest acceptable bid or offer.

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CLAUSE NUMBER																														
	POINTS AWARDED FOR SPECIFIC GOALS 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: 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. <i>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.</i> <i>Note to tenderers: The tenderer must indicate how they claim points for each preference point system.</i> <table border="1"> <thead> <tr> <th style="background-color: #d3d3d3;">A</th> <th style="background-color: #ff0000; color: white;">Number of points allocated (90/10 system) (To be completed by the organ of state)</th> <th style="background-color: #ff0000; color: white;">Number of points allocated (80/20 system) (To be completed by the organ of state)</th> <th style="background-color: #f4a460;">Number of points claimed (90/10 system) (To be completed by the tenderer)</th> <th style="background-color: #f4a460;">Number of points claimed (80/20 system) (To be completed by the tenderer)</th> </tr> </thead> <tbody> <tr> <td>Within the boundaries of Free State</td> <td></td> <td>4</td> <td></td> <td></td> </tr> <tr> <td>Within the boundaries of Dhlabeng municipality</td> <td></td> <td>6</td> <td></td> <td></td> </tr> <tr> <td>Historically Disadvantaged Individual</td> <td></td> <td>10</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> Stage 3: Risk Analysis In addition to the evaluation of Responsiveness, Functionality and Financial Offer, a risk analysis will be performed on the bidders having the highest ranking/number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of: - The bid of any bidder may be disregarded if that bidder, or any of its directors have – - Abused the institution's supply chain management system; - Committed fraud or any other improper conduct in relation to such system; - Failed to perform on any previous contract. - The bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?					A	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)	Within the boundaries of Free State		4			Within the boundaries of Dhlabeng municipality		6			Historically Disadvantaged Individual		10							
A	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)																										
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CLAUSE NUMBER	
	Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied. The Database of Restricted Suppliers is available on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. 3. Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. (a) Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? (b) Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?
3.2	The number of paper copies of the signed Contract to be provided by the Employer is one.
3.3	Tender offer validity period is 90 days.

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BID DOCUMENT

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T1.4 GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

The Conditions of Contract are the General Conditions of Contract as published by the National Treasury titled “Government Procurement: General Conditions of Contract (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as GCC.

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
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1. Definitions

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 into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 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 with 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 supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets 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 in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 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 supplies 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 those 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 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

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2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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.

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 in SCC.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - 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.

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14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 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 in SCC.
- 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 in SCC 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 in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment 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 in SCC.

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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.

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- 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

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:
- 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;
 - if the Supplier fails to perform any other obligation(s) under the contract; or
 - if the supplier, in the judgment 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 intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 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:
- the name and address of the supplier and / or person restricted by the purchaser;
 - the date of commencement of the restriction;
 - the period of restriction; and
 - the reasons for the restriction.

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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. Anti-dumping 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 the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

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 obligations 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6:
- a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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- b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local 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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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DIHLABENG LOCAL MUNICIPALITY

CONTRACT NUMBER: TS001/2025

BID DOCUMENT

APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT

PART T1.5 STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer:

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

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F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting are stated in the tender data.

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

2.....

Witness: Initial

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in Mack ink.

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data.

The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as “ORIGINAL” and “COPY”. Each package shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address.

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

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

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

F.2.16 Tender offer validity

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

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

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Witness: Initial

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

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

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer *elect* to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit to the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

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Witness: Initial

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open Only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Nondisclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender;
- b) has been properly and fully completed and signed, and;
- c) is responsive to the other requirements of the tender documents;

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

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Witness: Initial

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

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

F.3.11 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.12 Acceptance of tender offer

F.3.12.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.12.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.13 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.14. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

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Witness: Initial

F.3.15 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.16 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

2.....

Witness: Initial

DIHLABENG LOCAL MUNICIPALITY

CONTRACT NUMBER: TS001/2025

BID DOCUMENT

APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT

PART T1.6 SPECIAL CONDITIONS OF CONTRACT

The Conditions of Contract make reference to the Special Conditions of Contract (SSC) for details that apply specifically to this bid. The Special Conditions of Contract shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract.

SCC 1.1 CONTRACT

This contract is supply, delivery and off-loading of bitumen based products on an as and when required basis for a period of 36 months from date of appointment.

SCC 1.2 INSPECTIONS, TESTS and ANALYSES – Cost of Testing

The cost of routine testing for quality management purposes shall be included in the tendered rate and shall be borne by the Supplier. Clause SCC 1.2 shall only apply for testing not covered in the Technical Specification.

SCC 1.3 DELIVERY AND DOCUMENTS

The supplier shall deliver to various locations within the jurisdiction of the Municipality as indicated as follow: Bethlehem and Bohlokong, Clarens and Kgubetswana, Fouriesburg and Mashaeng, Paul Roux and Fateng-Tse-Ntsho, and Rosendal and Mautse.

SCC 1.4 WARRANTY

The Service Provider shall remove defective bitumen products within 24 hours.

SCC 1.5 PRICES

The contract provides for the application of a price adjustment for the variation in cost of both the asphalt and the bituminous products. The calculation of the price adjustments shall be as outlined below:

- Bituminous portion.
- Non-Bituminous portion.

The price adjustment shall be applicable for the full 3-year period of the contract.

Bituminous Portion Price Adjustment Calculation (“Rise and Fall”)

The contract provides for the application of a price adjustment for bituminous portion. The value of certificates shall be increased or decreased by applying an adjustment in terms of the fluctuation in the listed wholesale selling price of bitumen from the “source” as stated by the supplier. Current prices shall be confirmed by the submission of a letter from the “source” confirming the price(s) when submitting the delivery documentation. The adjustment amount will take the following form: -

Adjustment amount = (A – B) x C

where: -

“A” is the wholesale list price during a specified period of supply of bitumen/heavy furnace fuel.

“B” is the base wholesale list price of bitumen/heavy furnace fuel at time of tender.

“C” is the quantity of bitumen/heavy furnace fuel supplied during that specified time.

The base price shall be the Tonnage rate of bitumen for the month prior to tender closing. The supplier must provide proof indicating the refinery from which they source their bitumen/heavy furnace fuel as part of their claim for price adjustment.

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

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Witness: Initial

Non-Bituminous portion – Price Adjustment Calculation

The contract provides for the application of a Contract Price Adjustment Factor (CPAF) for the non-bituminous portion. The value of certificates shall be increased or decreased by applying a “Contract Price Adjustment Factor” calculated according to the formula below:

$$\text{Formula: } (1 - x) * \left(a * \frac{L_t}{L_o} + b * \frac{P_t}{P} + c * \frac{M_t}{M_o} + d * \frac{F_t}{F_o} - 1 \right)$$

where: -

“x” is the portion of the contract value that is not subject to adjustment.

“L” is the “Labour Index” and shall be the Consumer Price Index for the urban area nearest to the site, as stated in the Contract Data, and as published by Statistics South Africa.

“P” is the “Plant Index” and shall be the Producer Price Index applicable to the appropriate Construction Equipment as stated in the Contract Data and as published by Statistics South Africa.

“M” is the “Materials Index” and shall be the Producer Price Index applicable to the appropriate materials as stated in the Contract Data and as published by Statistics South Africa.

“F” is the “Fuel Index” and shall be the Producer Index for Diesel at wholesale level for the area as stated in the Contract Data and as published by Statistics South Africa.

For “L”, “P”, “M”, and “F”, the suffix “t” denotes the current indices that will be utilised in the determination of the CPAF and the suffix “o” denotes the base that will be utilised in the determination of the CPAF.

The base month for the indices shall be the month prior to that in which the tender closed.

The CPA factor shall be rounded to 4 decimal places.

CPA will be evaluated quarterly due to the publication of indices by SAFCEC.

SCC 1.6 DELAYS IN THE SUPPLIER’S PERFORMANCE

The lead time from the date of the purchase order is 14 days.

SCC 1.7 PENALTIES

The employer shall impose a penalty of 5% of the invoice.

SCC 1.8 QUALITY OF PRODUCTS

1. No inferior products will be accepted under this enquiry.
Should there be any cause for complaint against the standard of service or quality of products offered which is not resolved within a period of 10 working days, the Municipality reserves the right to cancel the contract after serving one month’s notice, in writing, to the supplier involved. Should such notice be given, the supplier shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of notice.
2. The contractor shall implement a Quality Management System (QMS). The cost of implementation of such Quality Management System shall be included in the tendered rates. The Quality Management System should be guided by the requirements of SANS 9001 & Sabita manual 35 and shall be documented in a Quality Management System Manual. The QMS Manual should outline the processes that the Supplier’s will put in place to ensure that the products supplied to Council conform to the Technical Specification. The QMS Manual should expand on at least the following aspects:-
 - Management Responsibility
The senior management of the Supplier shall provide evidence of their commitment to providing a quality product to the Council through the QMS. The Supplier shall outline the organization’s organogram with roles, responsibilities and job functions of individuals within the organization.

There shall be a specific individual designated to be responsible for quality management. The individuals designated to quality control functions should be identified and their functions detailed.

The Supplier is to assess the competence of personnel assigned to quality control functions and is to detail a plan of action to skill those individuals where particular competencies may be lacking. Specific reference is made to the skilling of individuals to be able to understand the content of the Technical Specification.

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

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Witness: Initial

- **Product Control**
The various processes followed from sourcing products through to delivery to the Municipality should be documented. This should include management of product sources, quality control processes for products at the source (i.e., testing), ordering protocols, delivery protocols, processes to be followed in the event of delivery of non-conforming materials, etc. The contact details of responsible persons as well as procedures to be followed by delivery drivers, receiving depots, accounting functions, etc. should also be included.
- **Records**
Historic records should be kept of all measurable processes (e.g., product sources, product test results, delivery notes, dates and quantities, etc.). Records shall also be kept of product non-conformance and the process adjustments implemented to rectify the issue. Records shall be kept in an ordered and logical manner.
- **Customer Communication**
The Supplier shall document a system for communicating with the various product users from within Council. This shall include the method of dealing with general enquiries, technical queries, order handling, complaints, etc.

All documents pertaining to the Quality Management System shall be made available to the Municipality upon request.

SCC 1.9 SATISFACTORY PERFORMANCE

The supplier shall employ for the purpose of this contract only such personnel as are careful and competent and the Municipality shall be at liberty to object to and require the supplier to remove from the job forthwith any person, including supervisory staff, employed by the supplier who, in the opinion of the Municipality, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties and such person shall not again be employed upon this contract without the permission of the Municipality. Service level agreements will be entered into with the successful tenderer.

SCC 1.10 STOCK

The supplier shall hold 2 days stock of each constituent ingredient for any asphalt mix type, which is part of this contract, to ensure availability upon demand. The specific quantities of each item to be held will be clarified upon award of the contract.

SCC 1.11 OCCUPATIONAL INJURIES AND DISEASES ACT

The supplier shall furnish a copy of the Material Safety Data Sheet for the product supplied from the manufacturer on commencement of the contract or upon request at any time during the contract.

SCC 1.12 DAMAGE TO PERSONS AND PROPERTY

1. The supplier shall indemnify and keep indemnified by the Municipality against any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.
2. The supplier enters into this contract as an independent service provider and shall be solely liable in respect of any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

SCC 1.13 SOURCE OF PRODUCTS

The supplier may not change the source manufacturer of the products supplied under this contract without prior approval from the Dihlabeng Local Municipality. Should the supplier wish to change the manufacturing source of a product, the supplier shall first make a written declaration of such intent and shall also prove that the product obtained from the new manufacturing source complies in all respects with the conditions and specifications of this contract.

SCC 1.14 ESTIMATED QUANTITIES

The quantities stated in the bill of quantities are applicable for evaluation purposes only. The final quantity of goods and services required shall vary, depending on the total number of actual instances a service/goods will be required over the Contract Period. The rates tendered shall be applicable, irrespective of the total quantity of goods and services procured over the contract duration.

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

2.....

Witness: Initial

SCC 1.15

HOT WEARING COURSE (HOT MIX ASPHALT) REQUIREMENTS

Asphalt shall be manufactured by means of an approved mixing plant of proven suitability for producing a mixture complying with all the requirements of the specifications. The plant and equipment used shall be of adequate rated capacity and be in good working order. Obsolete or worn-out plant shall not be permitted.

The binder content of the mix shall be controlled within the tolerances specified, either by weighing or by volumetric measurements. The system shall be controlled by the cold feeding of each aggregate fraction, and filler, by mass, by means of a load cell or other devices regulating the feed automatically. The heating system of the binder storage tanks shall be so designed that the binder will not be degraded during storing, heating and production. A circulating system for the binder shall be provided which shall be of adequate size to ensure the proper and continuous circulation between storage tanks and mixer during the entire operating period. Binder storage tanks shall be fitted with thermometers designed to provide a continuous record of the temperature of the binder in the tank. Copies of these records shall be supplied on request.

Where reclaimed asphalt is to be utilized in the mix, the mixing plant shall be of such a design and configuration as to produce a recycled mix containing the prescribed, or selected, percentage of reclaimed asphalt without any premature ageing of the mix occurring.

Every manufacturing plant shall be controlled by a suitably experienced and qualified plant manager.

Every asphalt manufacturing plant shall have a fully equipped laboratory on the mixing site which shall be capable of undertaking at least the following tests: -

- (i) Penetration and softening point of binder.
- (ii) Briquette manufacture (Marshall or gyratory).
- (iii) Mix BRD, MVD.
- (iv) Bitumen content.
- (v) Binder extraction (for grading and binder content analysis).
- (vi) Aggregate grading analysis.
- (vii) Aggregate BRD, ARD and Water Absorption.

The test methods to be used shall conform to the requirements of the technical specification. The laboratory should preferably be SANAS accredited. The laboratory should be staffed with a competent laboratory manager and competent materials testers for the purpose of quality control.

At every manufacturing plant, the supplier shall have a suitable calibrated mass-measuring device for measuring the mass of asphalt being delivered. The device shall be provided with a means of electronically recording and printing the type of mix, the mass, the time and the date. This data shall be made available upon request.

The operation of every manufacturing plant shall comply with the requirements of the National Environmental Management Act: Air Quality Act 2004 (Act No 39 of 2004) and the National Environmental Management Act, 1998. Suitable dust collecting equipment shall be fitted to prevent pollution of the atmosphere in accordance with the provisions of the latest legislation.

SCC 1.16

HOT WEARING COURSE (HOT MIX ASPHALT) REQUIREMENTS

Asphalt shall be transported from the mixing plant to the relevant point of delivery in tip trucks that are in good condition having no oil leaks. They shall have tight, clean smooth beds and sides that have been treated to prevent adhesion of the mixture to the truck bodies. A thin film of soapy water, vegetable oil or approved release agents may be used to prevent adhesion, but petroleum products shall not be used for this purpose. The truck bins shall be designed to tip asphalt into the paver's hopper and / or manually prepared surfaces without spillage. Measures should be in place to minimise segregation of the asphalt during transportation of the mix (i.e., from delivery into the truck at the plant to discharge from the truck at the destination).

To minimize temperature loss, all vehicles used for transporting asphalt to the point of delivery shall be fitted with appropriate bin covers. Where the expected transport, and or, storage time of the asphalt is expected to exceed one hour in the truck, the use of thermal asphalt covers (canvas covers not acceptable) shall be obligatory.

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

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Witness: Initial

The loaded trucks should comply with all legislated requirements in respect of maximum axle load, gross vehicle mass, (etc.). The supplier will be responsible for ensuring that each asphalt hauler is carrying mix within the legal load limit for any particular vehicle. In instances where overloading has been identified, the municipality will not pay the contractor for the extra mix above the haulers legal carrying capacity.

The capacity of each truck shall be clearly displayed on the truck. The Municipality may request the supplier to verify the capacity of any particular vehicle upon request. A list of all vehicles to be used under this contract, showing capacity, registration number and year of manufacture must be supplied at the commencement of the contract. The disuse or addition of any vehicle shall be brought to the attention of the Municipality.

The supplier shall ensure that truck drivers shall always carry out the instructions of the relevant municipal official at the point of delivery. Instructions given to the driver shall be deemed to be given to the supplier.

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

2.....

Witness: Initial

DIHLABENG LOCAL MUNICIPALITY

CONTRACT NUMBER: TS001/2025

APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT

BID DOCUMENT

LIST OF RETURNABLE DOCUMENTS

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- | | | |
|-----|------------|--|
| 1.1 | Schedule 1 | : Resolution of Board of Directors |
| 1.2 | Schedule 2 | : Resolution of Board of Directors to enter into consortia or JV's |
| 1.3 | Schedule 3 | : Special Resolution of Consortia or JV's |
| 1.4 | Schedule 4 | : Schedule of proposed sub-contractors |
| 1.5 | Schedule 5 | : Commitments of Tenderer |
| 1.6 | Schedule 6 | : Clarification Meeting Attendance Certificate |
| 1.7 | Schedule 7 | : Compulsory enterprise questionnaire |

2. COMPULSORY MUNICIPAL BID DOCUMENTATION

- | | | |
|-----|---------|--|
| 2.1 | MBD 2 | : Tax clearance certificate |
| 2.2 | MBD 4 | : Declaration of Interest |
| 2.3 | MBD 6.1 | : Preference Certificate |
| 2.4 | MBD 7.1 | : Contract Form - Purchase Of Goods/Works |
| 2.5 | MBD 7.2 | : Contract form-rendering of services |
| 2.6 | MBD 7.3 | : Contract Form - Sale Of Goods/Works |
| 2.7 | MBD 8 | : Declaration of bidder's past supply chain management practices |
| 2.8 | MBD 9 | : Certificate of Independent Bid Determination |

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

2.....

Witness: Initial

SCHEDULE 1**RESOLUTION OF BOARD OF DIRECTORS**

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

The Enterprise submits a Bid / Tender to Dihlabeng Local Municipality in respect of the following project:
APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT.

CONTRACT NUMBER: TS001/2025

1. *Mr/Mrs/Ms: _____

in *his/her Capacity as: : _____ (Position in the Enterprise)

and who will sign as follows: : _____

be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
5			
6			

- Delete which is not applicable

NB : This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

2.....

Witness: Initial

SCHEDULE 2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

2. to Dihlabeng Local Municipality in respect of the following project: **APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT.**

CONTRACT NUMBER: TS001/2025

3. *Mr/Mrs/Ms:

_____ in *his/her Capacity as: _____ (Position in the

Enterprise)and who will sign as follows: _____

be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

2.....

Witness: Initial

Physical address : _____

 _____ (code)

Postal Address : _____

 _____ (code)

Telephone number : _____ (code)

Fax number : _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

* Delete which is not applicable

NB : This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

2.....

Witness: Initial

SCHEDULE 3:

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

- 1. _____

- 2. _____

- 3. _____

- 4. _____

- 5. _____

- 6. _____

Held at _____ (place)

On _____ (date)

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Dihlabeng Local Municipality in respect of the following project: **APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT.**

CONTRACT NUMBER: TS001/2025

A. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)and

who will sign as follows: _____

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

2.....

Witness: Initial

- C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.
- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.
- E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.
- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address : _____

 _____ (code)

Postal Address : _____

 _____ (code)

Telephone number : _____

Fax number : _____

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			

* Delete which is not applicable

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

2.....

Witness: Initial

NB : This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

2.....

Witness: Initial

SCHEDULE 4**SCHEDULE OF PROPOSED SUB-CONTRACTORS**

We notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed sub-contractor	Nature and extent of work	Previous experience with sub-contractor
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organization:	
------------------------------	--

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

2.....

Witness: Initial

SCHEDULE 5**COMMITMENTS OF TENDERER****LIST OF RELATED ENGAGEMENT CURRENTLY INVOLVED WITH:**

	Organizations	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Start Date	Scheduled date of completion
1							
2							
3							
4							
5							

Name of Tenderer	Signature	Date

Bidder: Initial of authorized signatory/ies 1.....**DLM:** Initial.....

2.....

Witness: Initial

SCHEDULE 6**CLARIFICATION MEETING ATTENDANCE CERTIFICATE (N/A)**

This is to certify that I, _____ representing _____ in the company of _____ attended the clarification meeting on **APPOINTMENT OF PANEL OF FIVE (5) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT**

I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of Municipal Representative	Signature	Date

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial

2.....

SCHEDULE 7**COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

Section 1: Name of enterprise:

.....

Section 2: VAT registration number, if any:

.....

Section 3: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal Income tax number*

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

Section 4: Particulars of companies and close corporations

Company registration number

.....

Close corporation number

.....

Tax reference number

.....

Section 5: Record in the service of the state

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

☐	A member of any municipal council	☐	A employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999)
☐	A member of any provincial legislation	☐	A member of an accounting authority of any national or provincial public entity
☐	A member of the National Assembly or the National Council of Province	☐	A employee of Parliament or a provincial legislature
☐	A member of the board of directors of any municipal entity	☐	An official of any municipality or municipal entity

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial

2.....

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service	
		Current	Within last 12 months

Section 6: Records of spouses, children and parents in the service of the state

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

	A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management act, 1999 (act 1 of 1999)
	A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity
	A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature
	A member of the board of directors of any municipal entity		A official of any municipality or municipal entity

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

* insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial

2.....

- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signature: _____ Date : _____

Name: _____ Position : _____

Enterprise: _____

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial 2.....

MBD 2: TAX CLEARANCE CERTIFICATE

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 Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full form TCC001 "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. Form TCC 001 is available from any SARS branch office nationally or on the website www.sars.gov.za.
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.
3. **Valid Tax Clearance reference number and tax compliance status pin must be submitted together with the bid. Failure to submit Tax Clearance reference number and tax compliance status pin will result in the invalidation of the bid.**
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
6. Exemption to the provision of a Tax Clearance Certificate will be granted provided that:
 - a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration
 - b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial

2.....

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority 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:
 - 3.2 Identity Number:
 - 3.3 Company Registration Number:
 - 3.4 Tax Reference Number:
 - 3.5 VAT Registration Number:
 - 3.6 Are you presently in the service of the state* **YES / NO**
 - 3.6.1 If so, furnish particulars.

.....

.....
 - 3.7 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.7.1 If so, furnish particulars.

.....

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

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial

2.....

.....
.....

3.9 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**

3.9.1 If so, furnish particulars
.....

3.10 Are any of the company’s directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.10.1 If so, furnish particulars.
.....
.....

3.11 Are any spouse, child or parent of the company’s directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.11.1 If so, furnish particulars.
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1.	Are you by law required to prepare annual financial statements for auditing?	*YES / NO
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	*YES / NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars:	
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	*YES / NO
3.1	If yes, provide particulars:	
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	*YES / NO
4.1	If yes, provide particulars:	

* Delete which is not applicable

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial

2.....

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) 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 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.5 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) **“Historically Disadvantaged Individual (HDI)”** means a South African citizen who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial

2.....

- a. (2) who is a female; and/or
- b. (3) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI; **“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:

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

Where

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

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:

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

Where

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

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial 2.....

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—
- (c) 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
 - (d) 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.)

A	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)
Within the boundaries of Free State		4		
Within the boundaries of Dihlabeng municipality		6		
Historically Disadvantaged Individual		10		

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]

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial

2.....

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

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

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS:

.....

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial

2.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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 works 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;
 - 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)
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 fulfilment 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.

DATE:.....

Bidder: Initial of authorized signatory/ies 1.....**DLM:** Initial.....**Witness:** Initial 2.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works 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/works 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	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP /
SIGNATURE

WITNESSES

1.

2.

DATE

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial 2.....

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number: at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - 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;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. 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 services 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.
10. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial 2.....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I, in my capacity as
accept your bid under Bid Number dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER 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 purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller 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;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - 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) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(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 undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial 2.....

CONTRACT FORM - SALE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as..... accept your bid under reference number datedfor the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED AT ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Bidder: Initial of authorized signatory/ies 1.....**DLM:** Initial.....**Witness:** Initial

2.....

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial 2.....

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**TS001/2025 - APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY
AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A
PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT**

(Bid Number and Description)

in response to the invitation for the bid made by:

DIHLABENG LOCAL MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

- (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.

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

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

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

THE BID

FORM OF OFFER AND ACCEPTANCE

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

DIHLABENG LOCAL MUNICIPALITY

CONTRACT NUMBER: TS001/2025

APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT

BID DOCUMENT

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

CONTRACT NUMBER: TS001/2025

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS THE
FOLLOWING:**

MBD 3.1:

.....

..... (Amount in words);

R (Amount in figures)

This offer may be accepted by the employer by signing the acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial 2.....

Signature Block: Tenderer

Signature Date

Name

Capacity

Name of Organization

Address of Organization

.....

.....

Signature of Witness Date

Name of witness

*** Bidders have to complete the total of prices in words as well as in figures****Bidder:** Initial of authorized signatory/ies **1**.....**DLM:** Initial.....**Witness:** Initial **2**.....

FORM OF ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider / consultant the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offers shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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

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

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

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial 2.....

Signature Block: Employer	
Signature	Date
Name.....	
Capacity.....	
for the Employer	Dihlabeng Local Municipality P.O. Box 551 Bethlehem 9700
Signature of Witness	Date
Name of Witness.....	

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

SCHEDULE OF DEVIATIONS

1. Subject: _____

Details: _____

2. Subject: _____

Details: _____

4. Subject: _____

Details: _____

4. Subject: _____

Details: _____

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT

CONTRACT NUMBER: TS001/2025

BID DOCUMENT

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

- a) The Employer is **Dihlabeng Local Municipality**
- b) The authorized and designated representative of the Employer is:
Mxolisi Radebe
- c) The address for receipt of communications is:

 Address : No. 9 Muller Street East
 P.O. Box 551
 Bethlehem
 9700
 Tel. No. : 058 303 5732
 Fax No. : 058 303 4703
 E-mail : dlmroads@gmail.com
- d) The Project is: **APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT.**
- e) The Period of Performance commences on the date of signature of the Form of Acceptance.
- f) The location for the performance of the contract is **the Municipal area of Dihlabeng.**
- g) The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- h) The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
 - i) Appointing Subcontractors for the performance of any part of the Services,
 - ii) Appointing Key Persons or Personnel not listed by name in the Contract Data.
- j) Copyright of documents prepared for the Project shall be vested with the Employer.
- k) Interim settlement of disputes is to be by mediation
- l) Final settlement is by litigation
- m) In the event that the parties fail to agree on a mediator, the mediator is nominated by the South African Local Government Association (SALGA)

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial 2.....

- n) Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within two (2) months from the date of termination or completion of the Contract.

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

The Service Provider is : _____

Address : _____

Telephone : _____

Facsimile : _____

The authorized and designated representative of the Service Provider is:

Name : _____

The address for receipt of communications is:

Address : _____

Telephone : _____

Facsimile : _____

Email : _____

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

THE BID

PRICING DATA

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

DIHLABENG LOCAL MUNICIPALITY

CONTRACT NUMBER: TS001/2025

APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT

BID DOCUMENT

C2: PRICING SCHEDULE

C2.1: PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, and the Specifications (including the Contract Specifications) shall be read in conjunction with the Schedule of Quantities.
- 2 The schedule comprises items covering the service provider's profit and costs of general liabilities and of the Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the schedule, it should be noted that the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer / Project Manager is obliged to base his/her assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the schedule.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Service Provider submitted on such a basis. The schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement/s of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items will be measured without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the undertaking of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage;

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial 2.....

- 7 The rates and / or prices submitted and stated in the Pricing Data shall be final and binding throughout the period of the Contract. Where the tenderer has stipulated conditions tied to a submitted rate, the rate will be deemed null and void.

The rates and prices shall be fixed for the first year with the base months being the month prior to the closing month of the bid.

If the Employer's Agent or the Employer requests prices or rates for extra or additional work, the supplier shall supply the prices or rates for the work within fourteen (14) days of the request.

The contract price shall be subject to contract price adjustment.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the contract price adjustment schedule with the values of base month.

The base date for the purposes of calculating Contract Price Adjustment (CPA) shall be the month prior to the tender closing date:

"L" is the "Labour index" and shall be the consumer price index for Free State Province.

"E" is the "Equipment Index" and shall be the price index for "Plant and Equipment", as published in the Statistical Release PO151.1 Table 4 the "Mining and construction plant and equipment price index", of Statistics South Africa.

"M" is the "Materials Index" and shall be the price index for "Civil Engineering Material – Structures (Excl. Bitumen)", as published in the Statistical Release PO151.1. Table 6 of the "Civil engineering material price indices" of Statistics.

"F" is the "Fuel Index" and shall be the price Index for "Coal and petroleum products: Diesel", as published in the Statistical Release PO142.1 Table 1 the "PPI for final manufactured goods", of Statistics South Africa.

Note: The contract price Adjustment factor shall be calculated to six decimal places.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Schedule of Quantities, but only on information issued for construction purposes.

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

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial 2.....

- 10 The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:
- | | | |
|------|---|-----------------------|
| each | = | per packaged quantity |
| ℓ | = | litre |
| ton | = | tonnage (1 000kg) |
| kg | = | kilograms |
- 11 The Tenderer shall enter a rate or lump sum for each item in **BLACK INK**.
- 12 **All prices and rates shall exclude value added tax (VAT).** The Tenderer shall calculate value added tax and enter it at the end of the summary of the schedule of quantities.

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

DIHLABENG LOCAL MUNICIPALITY

DIRECTORATE: TECHNICAL SERVICES

CONTRACT NUMBER: TS001/2025

APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT

C2.2 Schedule of Quantities

Bidder is not permitted to change the basis upon which they have been asked to bid. Any variation from the Pricing Instructions will invalidate this bid.

Bill of Quantities: **Bitumen Based Products**
Bid Number: **TS001/2025**

NB: PRICES/RATES MUST BE INCLUSIVE OF DELIVERY AND OFF-LOADING COSTS AND OTHER APPLICABLE TAXES AND OVERHEADS

BITUMINOUS BASED PRODUCTS – SABS Approved			
Item	Description	Unit	Rate (R)
1	Hot wearing course (Fine) 9.5mm Max Aggregate size 5.5% Bitumen By Mass	per/Ton	
2	Hot wearing course (Medium) 13mm Max Aggregate size 5.5% Bitumen By Mass	per/Ton	
3	Bitumen Treated Base	Per/Ton	
4	25kg Cold Mix Asphalt	25kg/bag	
5	SS 60 Anionic Stable Grade Bitumen Emulsion	210l/Drum	
6	CSS 60 Cationic Stablemix Bitumen Emulsion	210l/Drum	
7	MC 30 Cutback Bitumen	210l/Drum	
8	70/80 Penetration Grade Bitumen	210l/Drum	
9	Cationic 60 Spray Grade Emulsion	210l/Drum	
10	Cationic 65 Spray Grade Emulsion	210l/Drum	
11	Cationic 60 Stable Grade Emulsion	210l/Drum	
12	Catmix 60 (CMS 60)	210l/Drum	
13	Opti Cote (Precoating Fluid)	210l/Drum	

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial 2.....

14	Opti Prime	210l/Drum	
15	CC-E1 Cold Crack Sealer	25l/Drum	
16	Opti-Crack (C-E1 Hot Crack Sealer)	25l/Drum	
TOTAL			
ADD 15.5% VAT			
GRAND TOTAL			

GRAND TOTAL PRICE MUST BE 15.5% VAT INCLUSIVE

Please note : The offers to be valid for **90 DAYS** from the closing date of bid.
The amounts must then be carried forward to **FORM OF OFFER**.

Name of Bidder :

Signature :

Date :

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

THE BID

SCOPE OF WORK AND SPECIFICATIONS

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

DIHLABENG LOCAL MUNICIPALITY

CONTRACT NUMBER: TS001/2025

BID DOCUMENT

APPOINTMENT OF PANEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF BITUMEN BASED PRODUCTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF APPOINTMENT

C3 Scope of Work

1. Employer's Objectives

Dihlabeng Local Municipality requires the services of service providers who are qualified, capable and experienced to undertake services of supply, delivery and offloading of bitumen based products within the jurisdiction of the Municipality for maintenance of roads infrastructure for a period of 36 months from date of award.

The purpose of this bid is to create sustainable roads infrastructure through quality and durable products which are compliant with relevant and applicable engineering and petroleum standards. The objectives of this panel is to enable the Municipality to address the municipal roads network infrastructure needs through maintenance and upgrading of the existing roads infrastructure.

2. Responsibilities of Successful Bidder

- (i) Delivery of product to the designated jurisdiction of Dihlabeng Local Municipality;
- (ii) The safe off-loading of the product into the storage space to be indicated on the delivery date;
- (iii) Conduct an annual safety audit on all Municipal installations with regards to the storage, usage and handling of the product;
- (iv) Supply all Legal Safety notices to the client;
- (v) Each load must be accompanied by a Certificate of a recent batch analytical test.

3. Specifications of Products

3.1 Bitumen and tar must comply with the relevant SABS specifications and it must be specified in the tender documents. Prices must include the supply and delivery in the jurisdiction area of Dihlabeng Local Municipality.

3.2 The supply and delivery of cold premix bags has to operate independent of the Dihlabeng Local Municipality.

3.3 Bituminous products / material should adhere to the following standards and specifications:

- **Inverted Bitumen Emulsion Rejuvenator**

EMULSION PROPERTIES	REQUIREMENT		TEST METHOD
	Min	Max	
Viscosity @ 50°C, SFs	15	40	ASTM D88
Water content, % m/m	-	20	ASTM D402
Residue from distillation to 360°C, % v/v: to 190°C	10	50	ASTM D402

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial

2.....

to 225°C	35	60	
to 260°C	60	90	
to 316°C	80	100	
Residue from distillation to 360°C, % v/v	45	-	ASTM D402
Penetration @ 25°C of residue distilled to 360°C, 0.1mm	200	-	EN 1426

- COLFLEX C (Hot applied Crack Sealant)**

COLFLEX C™ must conform to C-E1 specification for modified binder crack sealants.

BINDER PROPERTIES	REQUIREMENT		TEST METHOD
	Min	Max	
Softening point, °C	80	-	MB-17
Dynamic viscosity @ 165°C, Pa·s	-	0.65	MB-18
Elastic recovery @ 15°C, %	80	-	MB-4

- COLSEAL (Cold applied Crack Sealant)**

COLSEAL must easily be applied by hand and requires no heating.

BINDER PROPERTIES	REQUIREMENT		TEST METHOD
	Min	Max	
Softening point, °C	-	-	ASTM D36
Viscosity @ 25°C, Pa·s	-	-	ASTM D4402
Binder content, m/m %	55	-	ASTM 244

- COLCOTE S (Bitumen based Stone Precoating Fluid)**

BINDER PROPERTIES	REQUIREMENT		TEST METHOD
	Min	Max	
Density @ 25°C, kg/ℓ	0.922	0.928	
Dynamic viscosity @ 25°C, cps	75	130	ASTM D4402
Distillation to 360°C, % v/v:			ASTM D402
To 190°C	0	15	
225°C	15	55	
260°C	50	75	
316°C	80	95	
Residue from distillation to 360°C, % v/v	42	48	ASTM D402
Penetration @ 25°C of residue distilled to 360°C, 0.1 mm	300	-	EN 1426

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

• **COATSEAL (Quick Drying Fog Spray)**

EMULSION PROPERTIES		REQUIREMENT		TEST METHOD
		Min	Max	
Binder content, % m/m		55	59	ASTM D244
Dynamic viscosity @ 25°C, cps		75	130	ASTM D4402
Residue on Sieving, g/100ml	710 µm	-	0.10	MB-23
	150 µm	-	0.50	
Sedimentation after 60 rotations		-	-	SANS 4001:BT3
Elastic recovery on residual binder @ 15°C		40	-	MB-4

• **COLCOTE S (Bitumen based Stone Precoating Fluid)**

BINDER PROPERTIES		REQUIREMENT		TEST METHOD
		Min	Max	
Density @ 25°C, kg/ℓ		0.922	0.928	
Dynamic viscosity @ 25°C, cps		75	130	ASTM D4402
Distillation to 360°C, % v/v:				ASTM D402
To 190°C		0	15	
225°C		15	55	
260°C		50	75	
316°C		80	95	
Residue from distillation to 360°C, % v/v		42	48	ASTM D402
Penetration @ 25°C of residue distilled to 360°C, 0.1 mm		300	-	EN 1426

• **COLAMIN (Adhesion/anti-stripping agent)**

BINDER PROPERTIES	TEST METHOD
Appearance @ 25°C	Golden brown viscous liquid
Specific gravity @ 25°C	0.92
Viscosity @ 50°C, cps	50 - 300
Pour point, °C	15
Flash point, °C	> 100

• **SS 60 (Anionic Stable Grade Bitumen Emulsion)**

EMULSION PROPERTIES		REQUIREMENT		TEST METHOD
		Min	Max	
Binder content, % m/m		60	62	ASTM D244
Residue on sieving, g/100 ml		-	0.25	SANS 4001-BT3

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial 2.....

Sedimentation after 60 rotations	-		SANS 4001-BT3
Coagulation value when mixed with cement, % m/m	-	2	SANS 4001-BT3

- CSS 60 (Cationic Stablemix Bitumen Emulsion)**

Must conform to SANS 4001-BT4 specification for cationic bitumen road emulsions.

EMULSION PROPERTIES	REQUIREMENT		TEST METHOD
	Min	Max	
Binder content, % m/m	60	63	ASTM D244
Viscosity @ 50°C, SFs	-	50	ASTM D244
Residue on sieving, g/100 ml	-	0.25	SANS 4001-BT4
Sedimentation after 60 rotations	Nil		SANS 4001-BT4
Particle charge	Positive		SANS 4001-BT4
Fluxing agent content, % m/m of binder	Nil		ASTM D244
Coagulation value when mixed with silica flour, % m/m	-	2	SANS 4001-BT4

- MC 30 Cutback Bitumen**

MC 30 must conform to SANS 4001 - BT2 requirements for cutback bitumen.

EMULSION PROPERTIES	REQUIREMENT		TEST METHOD
	Min	Max	
Kinematic viscosity @ 60°C, cSt	30	60	ASTM D2170
Dynamic viscosity @ 60°C, mPa·s	30	70	ASTM 4402
Flash point, °C	38	-	ASTM D93
Distillation to 360°C, % v/v: to 190°C 225°C 260°C 316°C	- 15 50 80	15 60 85 100	ASTM D402
Residue from distillation to 360°C, % v/v	50	-	ASTM D402
Viscosity @ 60°C on residue from distillation, Pa·s	30	-	ASTM D4402

- MSP 1 Inverted Bitumen Emulsion Prime**

MSP 1 must conform to SANS 4001-BT5 specification for inverted bitumen emulsion.

EMULSION PROPERTIES	REQUIREMENT		TEST METHOD
	Min	Max	

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

Viscosity @ 50°C, SFs	25	40	ASTM D88
Water content, % v/v	-	20	ASTM D402
Distillation to 360°C, % v/v: to 190°C 225°C 260°C 316°C	25 45 60 80	55 75 90 100	ASTM D402
Residue from distillation to 360°C, % v/v	50	-	ASTM D402
Penetration @ 25°C of residue distilled to 360°C, 0.1 mm	90	180	ASTM D5

• **Colprime E Emulsion Based Prime**

EMULSION PROPERTIES	SPECIFICATION	TEST METHOD
Water content % m/m	42 - 46	ASTM D244
Saybolt Furol Viscosity @ 50°C SFs	10 - 35	ASTM D4402
Residue on sieving g/100 ml Particles > 710 µm Particles > 150 µm	< 0.10 < 0.25	SANS 4001- BT4:2014
Particle charge	Positive	SANS 4001- BT4:2014

• **COLTACK HL Elastomer Modified Bitumen Emulsion**

EMULSION PROPERTIES	REQUIREMENT		TEST METHOD
	Min	Max	
Binder content, % m/m	65	68	ASTM D244
Viscosity @ 50°C, SFs	20	100	ASTM D244
Residue on sieving, g/100 ml	-	0.5	SANS 4001-BT4
Particle charge	Positive		SANS 4001-BT4
Sedimentation after 60 rotations	-		SANS 4001-BT4
RECOVERED BINDER PROPERTIES			
Softening point, °C	≥ 60	-	ASTM D36 / MB-17
Elastic recovery @ 15°C	≥ 50	-	MB-4

• **COLTACK L Elastomer Modified Bitumen Emulsion**

EMULSION PROPERTIES		REQUIREMENT		TEST METHOD
		Min	Max	
Binder content, % m/m		65	68	ASTM D244
Viscosity @ 50°C, SFs		20	100	MB-21
Residue on sieving, g/100 ml	710 µm	-	0.1	MB-23

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

	150 μm	-	0.5	
Particle charge		Positive		MB-24
Sedimentation after 60 rotations		-		SANS 309
RECOVERED BINDER PROPERTIES				
Softening point, °C		≥ 48	-	ASTM D36
Elastic recovery @ 15°C		≥ 50	-	MB-4

- **CRS 60 Cationic Spray Grade Bitumen Emulsion**

CRS 60 must conform to SANS 4001-BT4 specification for cationic bitumen road emulsions.

EMULSION PROPERTIES	REQUIREMENT		TEST METHOD
	Min	Max	
Binder content, % m/m	60	63	ASTM D244
Viscosity @ 50°C, SFs	20	50	ASTM D244
Residue on sieving, g/100 ml	-	0.25	SANS 4001-BT4
Fluxing agent content, % m/m of binder	-	5	ASTM D244
Particle charge	Positive		SANS 4001-BT4
Binder deposit on cathode after 30 min, g	1.0	-	SANS 4001-BT4
Sedimentation after 60 rotations	-		SANS 4001-BT4

- **CRS 65 Cationic Spray Grade Bitumen Emulsion**

CRS 65 must conform to SANS 4001-BT4 specification for cationic bitumen road emulsions.

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

- **70/100 Penetration Grade Bitumen (Penetration Grade Bitumen)**

70/100 Penetration Grade Bitumen must conform to the SANS 4001-BT1:2012 specification for penetration grade bitumen:

BINDER PROPERTIES	70/100 REQUIREMENT		TEST METHOD
	Min	Max	

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

Before Ageing			
Penetration @ 25°C/100g/5s, 1/10 mm	70	100	EN 1426
Softening point, °C	42	51	ASTM D 36
Dynamic viscosity @ 60°C, Pa.s	75	-	ASTM D 4402
Dynamic viscosity @ 135°C, Pa.s	0.15	0.40	ASTM D 4402
After Ageing (RTFO)			
Mass change % m/m	-	0.3	ASTM D 2872
Dynamic viscosity @ 60°C, % of original, Pa.s	-	300	ASTM D 4402
Softening point, °C	44	-	ASTM D 36
Increase in softening point, °C	-	7	ASTM D 36
Retained penetration, % of original	50	-	EN 1426
Spot test, % xylene	-	30	AASHTO T102

• **COLFLEX S Elastomer Modified Bitumen**

COLFLEX S can be adjusted in order for the binder to conform either to the S-E1 or S-E2 specification for polymer modified binders for use in seal applications.

BINDER PROPERTIES	S-E1 REQUIREMENT		TEST METHOD
	Min	Max	
Before Ageing			
Softening point, °C	50	70	MB-17
Dynamic viscosity @ 165°C, Pa.s	-	0.55	MB-18
Elastic recovery @ 15°C, %	50	-	MB-4
Flash point, °C	230	-	ASTM D93
Stability (R&B dif @ 160°C), °C	-	5	MB-6
After Ageing (RTFO)			
Mass change %	-	1.0	MB-3

BINDER PROPERTIES	S-E2 REQUIREMENT		TEST METHOD
	Min	Max	
Before Ageing			
Softening point, °C	60	80	MB-17
Dynamic viscosity @ 165°C, Pa.s	-	0.60	MB-18
Elastic recovery @ 15°C, %	60	-	MB-4
Flash point, °C	230	-	ASTM D93
Stability (R&B dif @ 160°C), °C	-	5	MB-6
After Ageing (RTFO)			

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

Mass change %	-	1.0	MB-3
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- GRAVSEAL Elastomer Modified Cutback Binder**

BINDER PROPERTIES	REQUIREMENT		TEST METHOD
	Min	Max	
Dynamic viscosity @ 135°C, Pa·s	0.05	0.12	ASTM D4402
RESIDUAL BINDER PROPERTIES			
Softening point, °C	53	-	ASTM D36
Dynamic viscosity @ 135°C, Pa·s	0.5	2.0	ASTM D4402
Elastic recovery @15°C, %	60	-	MB-4
Ductility @15°C, cm	40	-	DIN 52013

- RMB 3 Elastomer Modified Bitumen**

RMB 3 must conform to the S-E1 specification for polymer modified binders for use in seal applications.

BINDER PROPERTIES	REQUIREMENT		TEST METHOD
	Min	Max	
Before Ageing			
Softening point, °C	50	60	MB-17
Dynamic viscosity @ 165°C, Pa.s	-	0.55	MB-18
Elastic recovery @ 15°C, %	50	-	MB-4
Flash point, °C	230	-	ASTM D93
Stability (R&B dif @ 160°C), °C	-	5	MB-6
After Ageing (RTFO)			
Mass change %	-	1.0	MB-3
Difference in softening point, °C	-2	+8	MB-17
Elastic recovery @ 15°C	40	-	MB-4

- RUBSPRAY 65/3 Elastomer Modified Bitumen Emulsion**

RUBSPRAY 65/3 must conform to the SC-E1 specification for modified emulsion for surface seals.

EMULSION PROPERTIES		REQUIREMENT		TEST METHOD
		Min	Max	
Binder content, % m/m		65	68	MB-22
Viscosity @ 50°C, SFs		51	200	
Residue on sieving, g/100 ml	710 µm	-	0.1	MB-23
	150 µm	-	0.5	

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

Particle charge	Positive		MB-24
Sedimentation after 60 rotations	-		SANS 4001-BT3
RECOVERED BINDER PROPERTIES			
Softening point, °C	≥ 48	-	MB-17
Elastic recovery @ 15°C	≥ 50	-	MB-4

- RUBSPRAY 65/5 Elastomer Modified Bitumen Emulsion**

RUBSPRAY 65/5 must conform to the SC-E2 specification for modified emulsions for surface seals.

EMULSION PROPERTIES		REQUIREMENT		TEST METHOD
		Min	Max	
Binder content, % m/m		65	68	MB-22
Viscosity @ 50°C, SFs		51	200	
Residue on sieving, g/100 ml	710 μm	-	0.1	MB-23
	150 μm	-	0.5	
Particle charge		Positive		MB-24
Sedimentation after 60 rotations		-		SANS 4001-BT3
RECOVERED BINDER PROPERTIES				
Softening point, °C		≥ 55	-	MB-17
Elastic recovery @ 15°C		≥ 55	-	MB-4

- RUBSPRAY 70/3 Elastomer Modified Bitumen Emulsion**

RUBSPRAY 70/3 must conform to the SC-E1 specification for modified emulsion for surface seals.

EMULSION PROPERTIES		REQUIREMENT		TEST METHOD
		Min	Max	
Binder content, % m/m		70	73	MB-22
Viscosity @ 50°C, SFs		51	400	
Residue on sieving, g/100 ml	710 μm	-	0.1	MB-23
	150 μm	-	0.5	
Particle charge		Positive		MB-24
Sedimentation after 60 rotations		-		SANS 4001-BT3
RECOVERED BINDER PROPERTIES				
Softening point, °C		≥ 48	-	MB-17
Elastic recovery @ 15°C		≥ 50	-	MB-4

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial 2.....

- **RUBSPRAY 70/5 Elastomer Modified Bitumen Emulsion**

RUBSPRAY 70/5 must conform to the SC-E2 specification for modified emulsion for surface seals.

EMULSION PROPERTIES		REQUIREMENT		TEST METHOD
		Min	Max	
Binder content, % m/m		70	73	MB-22
Viscosity @ 50°C, SFs		51	400	
Residue on sieving, g/100 ml	710 μm	-	0.1	MB-23
	150 μm	-	0.5	
Particle charge		Positive		MB-24
Sedimentation after 60 rotations		-		SANS 4001-BT3
RECOVERED BINDER PROPERTIES				
Softening point, °C		55	-	MB-17
Elastic recovery @ 15°C		55	-	MB-4

- **CRS 60 Cationic Spray Grade Bitumen Emulsion**

CRS 60 must conform to SANS 4001-BT4 specification for cationic bitumen road emulsions.

EMULSION PROPERTIES		REQUIREMENT		TEST METHOD
		Min	Max	
Binder content, % m/m		60	63	ASTM D244
Viscosity @ 50°C, SFs		15	50	ASTM D244
Residue on sieving, g/100 ml		-	0.25	SANS 4001-BT4
Fluxing agent content, % m/m of binder		-	5	ASTM D244
Particle charge		Positive		SANS 4001-BT4
Binder deposit on cathode after 30 min, g		1.0	-	SANS 4001-BT4
Sedimentation after 60 rotations		-		SANS 4001-BT4

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial 2.....

- **CRS 65 Cationic Spray Grade Bitumen Emulsion**

CRS 65 must conform to SANS 4001-BT4 specification for cationic bitumen road emulsions.

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

- **CRS 70 Cationic Spray Grade Bitumen Emulsion**

CRS 70 must conform to SANS 4001-BT4 specification for cationic bitumen road emulsions.

EMULSION PROPERTIES	REQUIREMENT		TEST METHOD
	Min	Max	
Binder content, % m/m	70	73	ASTM D244
Viscosity @ 50°C, SFs	51	400	ASTM D244
Residue on sieving, g/100 ml	-	0.25	SANS 4001-BT4
Fluxing agent content, % m/m of binder	-	5	ASTM D244
Particle charge	Positive		SANS 4001-BT4
Binder deposit on cathode after 30 min, g	51	-	SANS 4001-BT4
Sedimentation after 60 rotations	-		SANS 4001-BT4

- **COLMAT L Elastomer Modified Microsurfacing Emulsion**

COLMAT L emulsion is manufactured from a 70/100 penetration grade bitumen and must conform to the AC-E1 specification for Polymer Modified Emulsions.

EMULSION PROPERTIES		REQUIREMENT		TEST METHOD
		Min	Max	
Binder content, % m/m		63	65	MB-22
Residue on sieving, g/100 ml	710 μm	-	0.1	MB-23
	150 μm	-	0.5	
Particle charge		Positive		MB-24
Sedimentation after 60 rotations		-		SANS 4001-BT3
RECOVERED BINDER PROPERTIES				

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

Witness: Initial

2.....

Softening point, °C	≥ 48	-	MB-17
Elastic recovery @ 15°C	≥ 50	-	MB-4

• **COLPAVE Elastomer Modified Microsurfacing Emulsion**

COLPAVE emulsion is manufactured from a 70/100 penetration grade bitumen and must conform to the AC-E1 specification for Polymer Modified Emulsions.

EMULSION PROPERTIES		REQUIREMENT		TEST METHOD
		Min	Max	
Binder content, % m/m		63	65	MB-22
Residue on sieving, g/100 ml	710 μm	-	0.1	MB-23
	150 μm	-	0.5	
Particle charge		Positive		MB-24
Sedimentation after 60 rotations		-		SANS 4001-BT3
RECOVERED BINDER PROPERTIES				
Softening point, °C		≥ 48	-	MB-17
Elastic recovery @ 15°C		≥ 50	-	MB-4

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

- **COLRUT Elastomer Modified Microsurfacing Emulsion**

COLRUT bitumen emulsion is manufactured from 50/70 penetration grade bitumen and must conform to the AC-E2 specification for Polymer Modified Emulsions.

EMULSION PROPERTIES		REQUIREMENT		TEST METHOD
		Min	Max	
Binder content, % m/m		62	65	MB-22
Residue on sieving, g/100 ml	710 μm	-	0.1	MB-23
	150 μm	-	0.5	
Particle charge		Positive		MB-24
Sedimentation after 60 rotations		-		SANS 4001-BT3
RECOVERED BINDER PROPERTIES				
Softening point, °C		≥ 55	-	MB-17
Elastic recovery @ 15°C		≥ 55	-	MB-4

- **CSS 60 Cationic Stable Grade Bitumen Emulsion**

CSS 60 must conform to SANS 4001-BT4 specification for cationic bitumen road emulsions.

EMULSION PROPERTIES		REQUIREMENT		TEST METHOD
		Min	Max	
Binder content, % m/m		60	63	ASTM D244
Viscosity @ 50°C, SFs		-	50	ASTM D244
Residue on sieving, g/100 ml		-	0.25	SANS 4001-BT4
Fluxing agent content, % m/m of binder		-		ASTM D244
Particle charge		Positive		SANS 4001-BT4
Coagulation value when mixed with silica flour, % m/m		-	2	SANS 4001-BT4
Sedimentation after 60 rotations		-		SANS 4001-BT4

- **SS 60/3 Elastomer Modified Anionic Bitumen Emulsion**

SS 60/3 bitumen emulsion must conform to the following specification.

EMULSION PROPERTIES		REQUIREMENT		TEST METHOD
		Min	Max	
Binder content, % m/m		60	63	ASTM D244
Residue on sieving, g/100 ml		-	0.5	SANS 4001-BT4
Particle charge		Negative		SANS 4001-BT4
Sedimentation after 60 rotations		-		SANS 4001-BT4

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....

RECOVERED BINDER PROPERTIES			
Softening point, °C	≥ 47	-	ASTM D36
Elastic recovery @ 15°C	≥ 50	-	MB-4

-----**THE END**-----

Bidder: Initial of authorized signatory/ies **1**.....

DLM: Initial.....

Witness: Initial **2**.....