

# MORETELE LOCAL MUNICIPALITY



## INVITATION TO TENDER **BID NO: MLM/CDS/MOF/2026-29**

### INVITATION TO TENDER FOR PANEL OF MAINTENANCE OF MUNICIPAL FACILITIES FOR A PERIOD OF 36 MONTHS.

A Tender for Category 1GBPE or higher CIDB Registered Contractors

|  |             |
|--|-------------|
| <b>Registered Name of Tenderer:</b>  |             |
| <b>Trading Name of Tenderer:</b>   |             |
| <b>Registration No. of Entity:</b>   |             |
| <b>Postal Address of Tenderer:</b>   |             |
| <b>Contact Person:</b>   |             |
| <b>Tel. No.:</b>   |             |
| <b>CIDB Number(s):</b>   |             |
| <b>CSD number(s):</b>  | <b>MAAA</b> |
| <b>This tender closes at 12:00 on Thursday, 15 January 2026 at the Municipal Hall, in the offices of the Moretele Local Municipality located at 4065 B, Makapanstad 0404</b> |             |
| <b>NO LATE SUBMISSIONS WILL BE CONSIDERED</b>  |             |

#### **Prepared For:**

#### **Moretele Local Municipality**

4065 B, Mathibestad  
Private Bag X367  
**MAKAPANSTAD**  
0404

**Contact Name:** Mrs NG Temba or Mrs M Phenya

**Telephone:** (012 712 1375 or 012 716 1414

*Moretele Local Municipality*

*Tender No. MLM/CDS/MOF/2026-29*

*Invitation to tender for panel of maintenance of municipal facilities for a period of 36 months.*

## MORETELE LOCAL MUNICIPALITY

Tender No. MLM/CDS/MOF/2026-29

For

### INVITATION TO TENDER FOR PANEL OF MAINTENANCE OF MUNICIPAL FACILITIES FOR A PERIOD OF 36 MONTHS

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T1: TENDERING PROCEDURES

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# **VOLUME 1**

## **PART T1**

### **BIDDING**

### **PROCEDURES**

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## MORETELE LOCAL MUNICIPALITY

TENDER N0: MLM/CDS/MOF/2026-29

### T1.1 Tender Notice and Invitation to Tender

**Moretele Local Municipality hereby invites prospective bidders as per below table:**

| Project Name   | Bid Number             | Compulsory Briefing Session           | Bid Document Price | Availability of Bid Document     | Evaluation Criteria                       | Closing Date and Time  | CIDB   |
|--|------------------------|---------------------------------------|--------------------|----------------------------------|---|------------------------|--------|
| <i>Appointment of professional service provider for the provision and embedding of automated performance management system and cascading of performance for a period of 36 months.</i> | MLM/PMS/SYSTEM/2026-29 | N/A                                   | R500.00            | 28 November 2025 (e-tender only) | 80/20<br>80 – Price<br>20 – Specific goal | 15 January 2026 @12h00 | N/A    |
| Invitation to tender for panel of maintenance of municipal facilities for a period of 36 months.   | MLM/CDS/MOF/2026-29    | 11December 2025 @10h00 AM<br>MLM Hall | R1,000             | 28 November 2025 (e-tender only) | 80/20<br>80 – Price<br>20 – Specific goal | 15 January 2026 @12h00 | 1 GBPE |

Bid documents with detailed bid specifications and detailed information are obtainable **on e-Tender: [www.etenders.gov.za](http://www.etenders.gov.za)**. A non-refundable deposit as per tender above payable at the bank as per the following details:

**Account Name** : **Moretele Local Municipality**  
**Bank** : **ABSA**  
**Cheque account No** : **405 331 7014**  
**Branch code** : **632005**  
**Ref** : **Company Name.....BID Number.....**

**NB: No cash will be accepted only proof of payment or Debit cards will be accepted.**

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Contractor

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Witness 1

\_\_\_\_\_  
Witness 2

Sealed Bids clearly marked “**BID No AND PROJECT NAME (as per the table above)** must be placed in the Bid box situated at the offices of **MORETELE LOCAL MUNICIPALITY, 4065 B MATHIBESTAD**. Compulsory briefing will be done as per the project indicated on the table.  
**No late BIDs will be accepted.**

Moretele Local Municipality reserves the right to accept the whole or part of any bid and further reserves the right to re-advertise if it so wishes to. No reason for the acceptance or rejection of any bid will be given.

Bids will be adjudicated according to the Moretele Local Municipality’s Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and the Preferential Procurement Regulations 2022, as well as the broad Based Black Economic Empowerment Act (Act 53 of 2003). Bids will remain valid for 90 days.

**Inquiries may be directed to: Mrs. GN Temba Tel: (012) 716 1375, Mr N Llale Tel: 012 716 1377 and Mrs. M Phenya Tel: (012) 716 1300/1314**



**Mr S. Ngwenya**  
**MUNICIPAL MANAGER**

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

|   |  |  |  |               |  |   |  |  |  |  |  |
|---|--|--|--|---------------|--|---|--|--|--|--|--|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MORETELE LOCAL MUNICIPALITY</b>          |  |  |  |               |  |   |  |  |  |  |  |
| BID NUMBER:   |  |  |  | CLOSING DATE: |  |   |  | CLOSING TIME:  |  |  |  |
| DESCRIPTION   |  |  |  |               |  |   |  |  |  |  |  |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b> |  |  |  |               |  |   |  |  |  |  |  |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN<br>THE BID BOX SITUATED AT (STREET ADDRESS             |  |  |  |               |  |   |  |  |  |  |  |
|   |  |  |  |               |  |   |  |  |  |  |  |
|   |  |  |  |               |  |   |  |  |  |  |  |
|   |  |  |  |               |  |   |  |  |  |  |  |
|   |  |  |  |               |  |   |  |  |  |  |  |
|   |  |  |  |               |  |   |  |  |  |  |  |
| <b>SUPPLIER INFORMATION</b>   |  |  |  |               |  |   |  |  |  |  |  |
| NAME OF BIDDER  |  |  |  |               |  |   |  |  |  |  |  |
| POSTAL ADDRESS  |  |  |  |               |  |   |  |  |  |  |  |
| STREET ADDRESS  |  |  |  |               |  |   |  |  |  |  |  |
| TELEPHONE NUMBER  |  | CODE   |  |               |  | NUMBER  |  |  |  |  |  |
| CELLPHONE NUMBER  |  |  |  |               |  |   |  |  |  |  |  |
| FACSIMILE NUMBER  |  | CODE   |  |               |  | NUMBER  |  |  |  |  |  |
| E-MAIL ADDRESS  |  |  |  |               |  |   |  |  |  |  |  |
| VAT REGISTRATION NUMBER   |  |  |  |               |  |   |  |  |  |  |  |
| TAX COMPLIANCE STATUS   |  | TCS PIN:   |  |               |  | <b>OR</b>   |  | CSD No:  |  |  |  |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?            |  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |  |               |  | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? |  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |  |  |  |
| TOTAL NUMBER OF ITEMS OFFERED   |  |  |  |               |  | TOTAL BID PRICE   |  | R  |  |  |  |
| SIGNATURE OF BIDDER   |  | .....  |  |               |  | DATE  |  |  |  |  |  |
| CAPACITY UNDER WHICH THIS BID IS SIGNED   |  |  |  |               |  |   |  |  |  |  |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>  |  |  |  |               |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                  |  |  |  |  |  |
| DEPARTMENT  |  | Supply Chain Management  |  |               |  | DEPARTMENT  |  | Infrastructure Development Services  |  |  |  |
| CONTACT PERSON  |  | Mrs.M Phenya   |  |               |  | CONTACT PERSON  |  | Mrs. G N Temba   |  |  |  |
| TELEPHONE NUMBER  |  | 012 716 1300/1314  |  |               |  | TELEPHONE NUMBER  |  | 012 716 1300/75  |  |  |  |
| E-MAIL ADDRESS  |  | <a href="mailto:Modiegi.phenya@moretele.gov.za">Modiegi.phenya@moretele.gov.za</a> |  |               |  | E-MAIL ADDRESS  |  | <a href="mailto:Granny.zikhali@moretele.gov.za">Granny.zikhali@moretele.gov.za</a>     |  |  |  |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

**SIGNATURE OF BIDDER:.....**

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

**DATE:.....**

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexe C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexe to this Tender Data.

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

The following variations, amendments, and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

| Clause Number   | Data / Wording  |
|---|---|
| <b>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</b> |   |
| <b>C1.1</b>   | The Employer is the Moretele Local Municipality   |
| <b>C.1.2</b>  | <p>(a) The <b>Tender Documents</b> consist of the following:</p> <p><b>PART T1: TENDERING PROCEDURES</b><br/> T1.1 Tender Notice and Invitation to Tender<br/> T1.2 Tender Data</p> <p><b>PART T2: RETURNABLE DOCUMENTS</b><br/> T2.1 List of Returnable Documents<br/> T2.2 Returnable Schedules</p> <p><b>PART C1: AGREEMENTS AND CONTRACT DATA</b><br/> C1.1 Form of Offer and Acceptance<br/> C1.2 Contract Data<br/> C1.3 Form of Guarantee<br/> C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993<br/> C1.5 Retention Money Guarantee<br/> C1.6 Transfer of Rights</p> <p><b>PART C2: PRICING DATA</b><br/> C2.1 Pricing Instructions<br/> C2.2 Schedule of Quantities</p> <p><b>PART C3: SCOPE OF WORKS</b><br/> C3.1 Standard Specifications<br/> C3.2 Project Specifications<br/> C3.3 Particular Specifications</p> <p><b>PART C4: SITE INFORMATION</b><br/> C4.1 Locality Plan<br/> C4.2 Example of Contract Signboard Details</p> |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

|                |  |
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|                | <p>(b) <b>Drawings</b></p> <p>(c) <b>‘General Conditions of Contract for Construction Works, Third Edition, 2015’</b> issued by the South African Institution of Civil Engineering (abbreviated title ‘General Conditions of Contract 2015’ – ‘GCC 2015’). This document is obtainable separately and Tenderers shall obtain their own copy.</p> <p>(d) <b>‘The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)’</b>. These documents are obtainable separately and Tenderers shall obtain their own copies.</p> <p>(e) <b>The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 423 of 2019 as amended.</b></p> <p>In addition, Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations, and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.</p> |
| <b>C.1.4</b>   | <p>The Employer’s agent for the purpose of this tender is deemed to be the authorized and designated representative of the Employer:</p> <p>Name of the Firm: Moretele local municipality<br/> Contact Person: Granny Temba<br/> Tel: 012 716 1375<br/> E-mail: <a href="mailto:granny.zikhali@moretele.gov.za">granny.zikhali@moretele.gov.za</a></p>   |
| <b>C.1.5</b>   | <b>Cancellation and Re-Invitation of Tenders</b>   |
| <b>C.1.5.1</b> | <p>An Employer may, prior to the award of the tender, cancel a tender if</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.<br/> b) funds are no longer available to cover the total envisaged expenditure; or<br/> c) no acceptable tenders are received.<br/> d) there is a material irregularity in the tender process.</p>  |
| <b>C.1.5.2</b> | The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised   |
| <b>C.1.5.3</b> | An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time   |
| <b>C.2</b>     | <b>Tenderer’s obligations</b>  |
| <b>C.2.1</b>   | <p><b>Eligibility</b><br/> Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p><b>a) CIDB registration</b></p> <p>Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A)</p>   |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

|                |  |
|----------------|--|
|                | <p>of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, for a <b>1GBPE</b> or higher class of construction work.</p> <p>Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission.</p> <p>Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. <b>Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.</b></p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated.</p> <p><b>Joint Ventures are eligible to submit tenders provided that:</b></p> <p>a) every member of the joint venture is registered with the CIDB;</p> <p>b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status, and</p> <p>c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>1GBPE</b> or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.</p> |
| <b>C.2.1.1</b> | <p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ol style="list-style-type: none"> <li>the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;</li> <li>the Tenderer does not have the legal capacity to enter into the contract;</li> <li>the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;</li> <li>The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;</li> <li>The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;</li> <li>The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation</li> </ol>   |

Employer

Witness 1


Witness 2


Contractor


Witness 1

Witness 2


|                 |   |
|-----------------|---|
|                 | applicable to the work in the contract.   |
| <b>C.2.2</b>    |   |
| <b>C.2.2.1</b>  | The tenderer must be notified of all arithmetic errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of the rates / prices as corrected by the Employer's Agent without changing the tender amount / final offer.   |
| <b>C.2.2.2</b>  | <b>Cost of Tender</b><br>The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer or Employer's Agent for printing the documents   |
| <b>C.2.3</b>    | <b>Check Documents</b><br>Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.  |
| <b>C.2.4</b>    | <b>Confidentiality and Copyright of Documents</b><br>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.  |
| <b>C.2.6</b>    | <b>Acknowledge Addenda</b><br>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.  |
| <b>C.2.7</b>    | <b>Seek Clarification</b><br>The arrangements and venue for the compulsory Clarification Meeting are:<br><br><b>Venue:</b> Moretele Local Municipality, Municipal Hall, 4065 B, Mathibestad<br><br><b>Date:</b> 11 December 2025 at 10:00 AM<br><br><b>Contact Person:</b> Granny Temba<br><b>Tel:</b> 012 716 1375<br><b>Email:</b> <a href="mailto:Granny.zikhali@moretele.gov.za">Granny.zikhali@moretele.gov.za</a> |
| <b>C.2.8</b>    | <b>Insurance</b><br>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.  |
| <b>C.2.9</b>    | <b>Pricing the Tender Offer</b>   |
| <b>C.2.9.3</b>  | This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain fixed, final and binding for the full duration of this contract.  |
| <b>C.2.11</b>   | <b>Alterations to Documents</b><br>Do 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 (refer to the standard condition of Tender).  |
| <b>C.2.12</b>   | <b>Alternative Tender Offers</b><br>No alternative tender offers will be considered   |
| <b>C.2.13</b>   | <b>Submitting a tender offer</b>  |
| <b>C.2.13.1</b> | Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data   |
| <b>C.2.13.2</b> | Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.  |


  
Employer

  
Witness 1


  
Witness 2


  
Contractor


  
Witness 1

  
Witness 2


|                 |  |
|-----------------|--|
| <b>C.2.13.3</b> | 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.  |
| <b>C.2.13.4</b> | 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.   |
| <b>C.2.13.5</b> | Tender offers shall be submitted as original only. The 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. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.  |
| <b>C.2.13.6</b> | <p>Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tender offer package is:</p> <p><b>Title to appear on envelope one (1):</b></p> <p><b>"BID NUMBER: MLM/CDS/MOF/2026-29 - Invitation to tender for panel of maintenance of municipal facilities for a period of 36 months.</b></p> <p>This envelope must contain the returnable SCM Documentations, Relevant Annexures and Appendixes. This envelope must contain printed copies of all the pages in this document, duly completed and signed, inclusive of the pricing schedules (bill of quantities), which must be submitted in one envelope as detailed below.</p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked and are easily identifiable by the company's logo or name.</p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of Tender Box:</b> Moretele Local Municipality<br/> <b>Physical Address:</b> 4065 B, Mathibestad.<br/> <b>Identification Details:</b> Tender No. MLM/CDS/MOF/2026-29</p> |
| <b>C.2.13.7</b> | Seal the original tender offer in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data. A two-envelope system will <b>not be followed</b> .   |
| <b>C.2.13.8</b> | 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.   |
| <b>C.2.13.9</b> | Accept that tender offers submitted by facsimile or e-mail and late tenders will be rejected by the Employer.  |
| <b>C.2.14</b>   | <p><b>Information and data to be completed in all respects</b></p> <p>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 <b>non-responsive</b>.</p>   |
| <b>C.2.15</b>   | <p><b>Closing time</b></p> <p>The closing time for submission of Tender Offers is: <b>12h00 PM, 15 January 2026</b></p>  |


  
Employer

  
Witness 1

  
Witness 2

  
Contractor

  
Witness 1

  
Witness 2

|                 |   |
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|                 | The Moretele Local Municipality is not obliged to accept the lowest or any tender and reserves the right to accept any tender as a whole or in part.  |
| <b>C.2.16</b>   | The tender offer validity period is <b>ninety (90) days</b> from the closing time for the submission of tenders.  |
| <b>C.2.18.2</b> | Over and above the information resources stipulated in the evaluation criteria, the Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.  |
| <b>C.2.19 I</b> | <b>Inspections, tests, and analysis</b><br>Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.  |
| <b>C.2.20</b>   | <b>Submit securities, bonds, and policies</b><br>If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies, and certificates of insurance required in terms of the conditions of contract identified in the contract data.   |
| <b>C.2.23</b>   | The Tenderer is required to submit his/her tender with all documents and schedules listed under T2.1 and T2.2<br><br>The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.  |
| <b>C.2.24</b>   | <b>Canvassing and obtaining of additional information by tenderers</b><br>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.<br><br>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.  |
| <b>C.2.25</b>   | <b>Prohibitions on awards to persons in service of the state</b><br><br>The Employer is prohibited to award a tender to a person -<br>a. who is in the service of the state; or<br>b. if that person is not a natural person, of which any director, manager, principal shareholder or<br>c. stakeholder is a person in the service of the state; or<br>d. a person who is an advisor or consultant contracted with the Municipality.<br><br><b>In the service of the state means to be -</b><br>a. a member of:-<br>I. any municipal council;<br>II. any provincial legislature; or<br>III. the National Assembly or the National Council of Provinces;<br>b. a member of the board of directors of any municipal entity;<br>c. an official of any municipality or municipal entity;<br>d. an employee of any national or provincial department;<br>e. provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);<br>f. a member of the accounting authority of any national or provincial public entity;<br>or<br>g. An employee of Parliament or a provincial legislature. |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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|                | In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.  |
| <b>C.3</b>     | <b>The Employer's undertakings</b>  |
| <b>C.3.1</b>   | <b>Respond to requests from the tenderer</b><br>The Employer will respond to requests for clarification received up to three (3) working days before the tender closing time  |
| <b>C.3.2</b>   | <b>Issue Addenda</b><br>Addenda will be issued until five (5) working days before the tender closing time.  |
| <b>C.3.5</b>   | The time and location for the opening of the tender offers are:<br><b>Time: 12:00 Thursday, 15 January 2026</b><br><br>Location / Venue: Moretele Local Municipality, 4065 Mathibestad.   |
| <b>C.3.9</b>   |   |
| <b>C.3.9.1</b> | Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3 for: <ul style="list-style-type: none"> <li>a. the gross misplacement of the decimal point in any unit rate;</li> <li>b. omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c. arithmetic errors in line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.</li> </ul>   |
|                | The arithmetical errors shall be corrected in the following manner: <ul style="list-style-type: none"> <li>a. Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</li> <li>b. If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</li> <li>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.</li> </ul> <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above</p> |
| <b>C.3.11</b>  | <b>Functionality, Price and Preference</b><br>The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 <b>Stages/ Phases</b> .   |
| <b>C.3.12</b>  | The procedure for the evaluation of responsive tenders is Functionality, Financial offer, Preference and Objective criteria) as explained in the CIDB's Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1).<br><br>Breakdown points for Functionality points are outlined below. The procedure for the evaluation of responsive tenders is detailed as follows:   |

Employer

Witness 1

Witness 2


Contractor


Witness 1


Witness 2




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|  | <p><b>Phase One:</b> Responsiveness to the eligibility criteria, bid and mandatory requirements and rules. Tenderers that do not meet the compliance requirements stipulated above will be disqualified from further evaluation.</p> <p><b>Phase Two:</b> Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation. Tenderers which do not meet minimum functionality points of 70% will then be rejected.</p> <p><b>Phase Three:</b> Bidders passing all stages above will thereafter be evaluated on PPPFA (80/20 or 90/10.)</p> <p><b>Phase Four:</b> Objective criteria and Risk analysis</p>  |
|  | <p><b>PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</b></p> <p>Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none"> <li>1. Tender Document (This Document must be submitted in its original format)</li> <li>2. Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.</li> <li>3. Tenderer must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements and the status on CIDB must be active during award stage. It is the responsibility of the tenderer to keep the status on CIDB active throughout bidding process (i.e from advert till award stage).</li> <li>4. Tenderer must be a legal entity or partnership or joint venture or consortia.</li> <li>5. Form of offer and Acceptance (fully completed and signed)</li> <li>6. MBD 4- Declaration of Interest (fully completed and signed)</li> <li>7. MBD 5-Declaration for procurement above R10 million (all applicable taxes included) - (fully completed and signed)</li> <li>8. MBD 8- Declaration of Bidder's past Supply Chain Management Practices. (Completed and signed)</li> <li>9. MBD 9- Certificate of Independent Bid Determination. (Completed and signed)</li> <li>10. Compulsory Enterprise Questionnaire (Completed and signed)</li> <li>11. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.</li> <li>12. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV. <b>CIDB</b> regulations and prescripts apply.</li> <li>13. Resolution to Sign with company letter head must be completed and furnished with the tender.</li> <li>14. Attendance of compulsory briefing meeting</li> <li>15. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Tenderers are also not allowed to submit a bid/ quotation whilst they are in agreement with other tenderers in the form of joint ventures or consortiums.</li> <li>16. Bidder (Company or director/partner or sole propriety) must attach proof of municipal rates on municipality letterhead which are not older than 90 days. If the statement of municipal rates is not in the name of the bidder, an affidavit from SAPS must be attached. or Letter of traditional authority not older than 90 days for the bidder. OR In case of a lease agreement, a signed lease agreement by</li> </ol> |


  
Employer

  
Witness 1

  
Witness 2

  
Contractor

  
Witness 1

  
Witness 2



both parties (lessor & lessee), an affidavit indicating that the bidder and/or the director does not have municipal account and that the municipal services, rates and taxes are paid by the property owner must be attached. The tenderer will be rejected if it has failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges (where they are applicable) are in arrears for more than three months.

17. If the tenderer is required by law to prepare annual financial statements for auditing, it must submit its audited annual financial statements— (aa) for the past three years; or (bb) since their establishment if established during the past three years.
18. Relevant letter of Good Standing with the Compensation for Occupational Injuries and Diseases

Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):

1. MBD 1 form
2. The bidder must be registered on the Central Supplier Database (CSD) prior the award.
3. All tenderer's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
4. The bidder must complete section 1.3.1.2 of the Preference Points Form to claim points on Specific goals. Non completion of the schedule / form will result in a bidder losing preferential points.

*PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:*

1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set.
2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.
3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9.
4. A Tender scoring an average score below **70 points** in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation.
5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so.
6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality.

*PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIED GOALS*

The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)*.

| Criteria        | Points     |
|-----------------|------------|
| Points on Price | 80         |
| Specified Goals | 20         |
| <b>Total</b>    | <b>100</b> |

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The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:

(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

The financial offer will be scored using the following formula:

$$A = (1 - \frac{(P - P_m)}{P_m})$$

The value of value of  $W_1$  is:

- 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or
- 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.

The table below must be used to calculate the score out of 20 for Specified Goals

| The specific goals allocated points in terms of this tender                              | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|--|---|---|
| HDI's (Who had no franchise on national elections before the 1983 and 1993 constitution) | 5   |   |
| Points for 51% Women's Equity  | 5   |   |
| Points for black person with Disability  | 2.5   |   |
| Points for 51% owned Youth firm  | 5   |   |
| Points for Locality (Contractors domiciled in the North West Province)                   | 2.5   |   |

**NOTE:**

The tenderer must submit a CSD number, CIPC documents indicating share ownership or directorship of the company or a comprehensive CSD report which must indicate the names of the owners, their gender, race, age, whether there is a person living with disability or not and the address of a company (first address on CSD), in order to claim the preferential procurement points.

In the case of a Joint Venture, the first table on Paragraph 8 in the preference points claim form (Table 1) must be completed by all partners of the JV. The second table (Table 2) must be completed with information related to HDI ownership in the JV, the last column will then be used for purposes of claiming points above.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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|                        | <p><b>PHASE FOUR: OBJECTIVE CRITERIA AND RISK ANALYSIS</b></p> <p>1. The Employer reserves the right not to appoint the highest point scorer, when any of the objective criteria are taken into consideration:</p> <p>When the tenderer has any of the following:</p> <ol style="list-style-type: none"> <li>It has been removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract. If it is a JV, any of the JV partners.</li> <li>It has completed the project with the Employer after being put on penalties.</li> <li>It has completed the project after having being issued with Health and Safety non compliances (such as Contravention notices, prohibition notices, fines, site closures);</li> <li>It is litigating against the Employer on matters relating to tender processes and such processes have not been concluded by the courts of the country;</li> <li>It must be noted that the financial health of the tenderer will be assessed, if deemed necessary, to ensure that the service provider will be able to operate as per required deliverable. It may be overlooked if the Employer is not satisfied that the tenderer will be able to deliver to the tenders of the contract;</li> <li>The tenderer has unduly high or unduly low tendered rates in the tender offer. In this regard, and a financial risk analysis has been performed to verify whether the costs are reasonable and balanced.</li> <li>In terms of unduly high tendered amounts in the tender offer, negotiation process as outlined in Regulation 24 of the MFMA Regulations will apply.</li> </ol> <p>2. This tender will be considered as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will increase the commercial risk of the tender and may lead to elimination or passing over of the tenderer.</p> <p>Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the Moretele Local Municipality estimate will be used as a guide to indicate financial risk.</p> |
| <p><b>C.3.11.9</b></p> | <p>All proposals will be evaluated in terms of functionality with a maximum of 100 functionality points. All proposals meeting minimum scores of <b>70 points</b> will be considered for the next final evaluation stage whereby proposals will be evaluated in terms of Price and Preference.</p> <p>The score for functionality will be calculated using the following formula:</p> $W_Q = W_2 \times \frac{S_o}{M_s}$ <p>Where:</p> <p><b>W<sub>2</sub></b> = is the percentage score given for quality and equals <b>100</b></p> <p><b>S<sub>o</sub></b> = is the maximum possible score for quality allocated to the submission under consideration</p> <p><b>M<sub>s</sub></b> = is the maximum possible score for quality in respect to the submission</p> <p>The quality will comprise scores for the following based on criteria indicated in the respective tender returnable schedules:</p>  |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

| Evaluation Criteria   |  | Scoring System |   | Maximum Score | Tenderer Score   |
|---|--|----------------|---|---------------|------------------|
| 1.  | <p><b>Note: copies of appointment letters / work-orders with project completion certificate on letterheads of the institution, regarding similar work are required with the following information contained: (i) Description, (ii) Value, (iii) Actual Construction period, (iv) Date completed.</b></p> <p>In addition, please ensure that the completed project listed will also be included in the “Schedule of Tenderer’s Completed Projects” form, which is attached as a returning document in this bid.</p> |                |   |               |                  |
| Heading   |  | Weight         | Description   | Score         | Point allocation |
| Previous experience of the company (attach appointment letters and reference letters on the letterhead of the company that indicate contract/Bid number and the value of the contract). |  | 35             | The bidder has successful rendered facilities maintenance services in private or public sector (15 projects or more). | 35            |                  |
|   |  |                | The bidder has successful rendered facilities maintenance services in private or public sector (10-14 projects).      | 25            |                  |
|   |  |                | The bidder has successful rendered facilities maintenance services in private or public sector (05-09 projects).      | 15            |                  |
|   |  |                | The bidder has successful rendered security services in private or public sector (01-04 projects).                    | 10            |                  |
| Total Value of Maintenance Projects   |  | 25             | 25 points = 500 000 or above  | 25            |                  |
|   |  |                | 20 points = 300 000 to 499 000  | 20            |                  |
|   |  |                | 15 points = 100 000 to 299 000  | 15            |                  |
|   |  |                | 10 points = 10 000 to 99 000  | 10            |                  |
| Banking Rating- Ability to execute the project  |  | 10             | Rating <ul style="list-style-type: none"><li>C or higher</li></ul>  | 10            |                  |

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|---|------------|--|------------------------|--|
|   |            | <ul style="list-style-type: none"> <li>• D</li> <li>• E</li> <li>• Not attached</li> </ul>   | 05<br>03<br>0          |  |
| <b>Key Personnel (Project Manager)</b>  | <b>10</b>  | <p><b>Site Agent</b> has NQF level 5 in Civil/Building works and has 5 or more years of civil/building works experience.</p> <p><b>Site Agent</b> has NQF level 5 in Civil/Building works and has 5 or more years of civil/building works experience.</p> <p><b>Site Agent</b> has NQF level 5 in Civil/Building works and has 5 or more years of civil/building works experience.</p> | 10<br><br>05<br><br>03 |  |
| <b>Key Personnel (Project Manager)</b>  | <b>20</b>  | <p><b>Site Agent</b> has NQF level 5, a Wireman License and has 5 or more years of electrical works experience.</p> <p><b>Site Agent</b> has NQF level 5, a Wireman License and has 3 to 4 years of electrical works experience</p> <p><b>Site Agent</b> has NQF level 5, a Wireman License and has 2 years of electrical works experience</p>   | 20<br><br>15<br><br>10 |  |
| <b>Total:</b>   | <b>100</b> |  |                        |  |
| <b>NB.</b> Bidders are expected to demonstrate value adding initiatives to enhance as safe and secure municipal infrastructure. These initiatives will be depicted as an advantage in considering a successful bidder |            |  |                        |  |
| <b>TOTAL EVALUATION POINTS SCORE FOR QUALITY, TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE</b>  |            |  | <b>100%</b>            |  |

Employer

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| SPECIFIED GOALS ALLOCATION TABLE |  |    |  |
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Employer

\_\_\_\_\_  
Witness 1

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Witness 2

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Contractor

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Witness 1

\_\_\_\_\_  
Witness 2

## T2: RETURNABLE DOCUMENTS

### T2.1 LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

### T2.2 RETURNABLE SCHEDULES REQUIRED FOR TENDER RESPONSIVENESS AND FOR TENDER EVALUATION PURPOSES

|   |  |     |
|---|--|-----|
| A | Certificate of Attendance at Clarification Meeting.....  | T23 |
| B | Record of Addenda to Tender Documents .....  | T24 |
| C | Certificate of Authority (On Company Letterhead) .....   | T25 |
| D | Compulsory Enterprise Questionnaire.....   | T30 |
| E | Experience of Tenderer (Schedule of Work Satisfactorily Carried out by Tenderer) .   | T31 |
| F | Key Personnel (Schedule) .....   | T32 |
| G | Deviations and Qualifications .....  | T33 |
| H | Tenderer's B-BBEE Verification Certificate .....   | T34 |
| I | Tender's Participation in Job Creation Using Local Labour.....   | T36 |
| J | Tenderer's Banking Details and Rating .....  | T37 |
| K | Municipal Account for The Business / Directors Not Owing for More Than 90 Days or<br>Municipal Account from Private Provider or Statement of Account from Landlord with Valid<br>Lease Agreement. .... | T39 |
| L | CIDB Registration Certificate .....  | T40 |
| M | Proof of Registration of Bidder and Certified ID Copies of Owners/Directors/Shareholders   | T41 |
| N | CSD Summary Report (not Older than one month).....   | T42 |
| O | Relevant Letter of Good Standing with the Compensation for Occupational Injuries and<br>Diseases   | T43 |
| P | MBD 4: Declaration of Interest .....   | T44 |
| Q | MBD 5: Declaration for Procurement Above R10 Million (Vat Included).....   | T45 |
| R | MBD 6.1 Preference Points Claim Form in Terms of The Preferential Procurement<br>Regulations 2022 .....  | T46 |
| S | MBD 7.2: Contract Form – Rendering Services .....  | T47 |
| T | MBD 8: Declaration of Bidder's Past Supply Chain Management Practices .....  | T48 |
| U | MBD 9: Certificate of Independent Bid Determination .....  | T49 |

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.

## T2.3 SUMMARISED DOCUMENTS REQUIRED FOR TENDER RESPONSIVENESS

### (Mandatory)

1. Municipal account for the business and directors not in arrears for more than 90 days or municipal account from private provider or statement of account from the landlord with the valid lease agreement.
2. Company registration certificate
3. Valid CIDB Registration confirmation
4. Completed and signed Form of Offer and Acceptance
5. Certified ID Copies of Owners/Directors/Shareholders
6. All pages signed, initialled, and completed.
7. Compliant CSD report
8. Authority for Signatory on company letterhead
9. Relevant Letter of Good Standing with the Compensation for Occupational Injuries and Diseases
10. Proof of purchase of the tender document
11. Joint venture (JV) agreement if applicable
12. Compulsory Enterprise questionnaires (MBD Forms)
13. Compulsory briefing certificate

**NB. Failure to adhere to the above conditions will lead to automatic disqualification.**

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**A. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

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

of (*address*) .....

.....  
was represented by the person(s) named below at the compulsory clarification meeting held for all Tenderers **Moretele Local Municipality, 4065 B, Mathibestad, (Refer to the Clarification Meeting Venue Plan in Section T1.1)**

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

Particulars of the person attending the meeting:

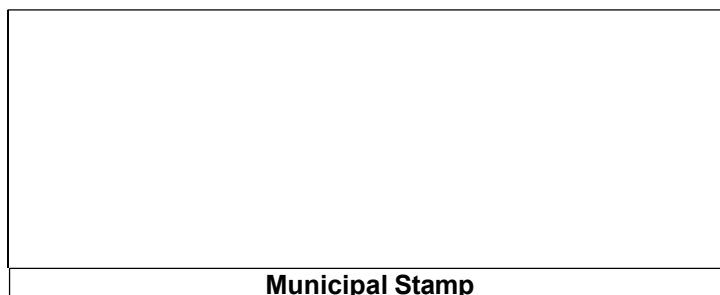
Name: ..... Signature: .....

Capacity: .....

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

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

Capacity: ..... Date and Time: .....



.....  
Employer

.....  
Witness 1

.....  
Witness 2

.....  
Contractor

.....  
Witness 1

.....  
Witness 2

**B. RECORD OF ADDENDA TO TENDER DOCUMENTS**

The undersigned confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

|     | Date | Title or Details |
|-----|------|------------------|
| 1.  |      |                  |
| 2.  |      |                  |
| 3.  |      |                  |
| 4.  |      |                  |
| 5.  |      |                  |
| 6.  |      |                  |
| 7.  |      |                  |
| 8.  |      |                  |
| 9.  |      |                  |
| 10. |      |                  |

*Please attach all Addenda to this page*

SIGNATURE: .....

DATE: .....

*(Of person authorised to sign on behalf of the Tenderer)*

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**C. CERTIFICATE OF AUTHORITY**

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

| (I)<br>SOLE<br>PROPRIETOR | (II)<br>CLOSE<br>CORPORATION | (III)<br>PARTNERSHIP | (IV)<br>COMPANY | (V)<br>JOINT VENTURE |
|---------------------------|------------------------------|----------------------|-----------------|----------------------|
|                           |                              |                      |                 |                      |

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

**(I)      *CERTIFICATE FOR SOLE PROPRIETOR***

I..... , hereby confirm that I am the sole owner of the

business trading as:.....

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

**Date:** .....

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|          |           |           |            |           |           |
|----------|-----------|-----------|------------|-----------|-----------|
|          |           |           |            |           |           |
| Employer | Witness 1 | Witness 2 | Contractor | Witness 1 | Witness 2 |

(II) *CERTIFICATE FOR CLOSE CORPORATION*

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

Signatures of Members:

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

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

**Date:** .....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(III) *CERTIFICATE FOR PARTNERSHIP*

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

.....

hereby authorise Mr/Ms .....

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

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

our behalf.

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

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

**Date:** .....

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(IV) CERTIFICATE FOR COMPANY

I..... , chairperson of the Board of Directors  
of..... , hereby confirm that by resolution of the Board  
(copy attached) taken on ..... 20..... ,  
Mr/Ms..... , acting in the capacity of  
..... , was authorised to sign all documents in  
connection with this tender and any contract resulting from it on behalf of the company.

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

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

**Date:** .....

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(V) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms.....authorized signatory of the company,.....

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract  
No **MLM/CDS/MOF/2026-29**

..... and any contract resulting from it, on our behalf.

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

| NAME OF FIRM | ADDRESS | AUTHORIZING<br>SIGNATURE NAME<br>AND CAPACITY |
|--------------|---------|---|
| Lead Partner |         |   |
|              |         |   |
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**Note:** *This certificate is to be completed and signed by all of the key partners upon whom rests  
the direction of the affairs of the Partnership as a whole.*

|                                 |                                  |                                  |                                   |                                  |                                  |
|---------------------------------|----------------------------------|----------------------------------|-----------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Contractor</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
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#### D. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished:

|  |  |                         |                                    |
|--|--|-------------------------|------------------------------------|
| 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.  |  |                         |                                    |
| <b>Section 1: Name of enterprise:</b>  |  |                         |                                    |
| <b>Section 2: VAT registration number, if any:</b>   |  |                         |                                    |
| <b>Section 3: CIDB registration number, if any:</b>  |  |                         |                                    |
| <b>Section 4: CSD number:</b>  |  |                         |                                    |
| <b>Section 5: Particulars of sole proprietors and partners in partnerships:</b>  |  |                         |                                    |
| <b>Name*</b>   |  | <b>Identity number*</b> | <b>Personal income tax number*</b> |
|  |  |                         |                                    |
|  |  |                         |                                    |
|  |  |                         |                                    |
| <i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>  |  |                         |                                    |
| <b>Section 6: Particulars of companies and close corporations</b>  |  |                         |                                    |
| Company registration number:   |  |                         |                                    |
| Close corporation number:  |  |                         |                                    |
| Tax reference number:  |  |                         |                                    |
| <b>Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</b>  |  |                         |                                    |
| <b>Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</b>   |  |                         |                                    |
| <b>Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</b>  |  |                         |                                    |
| <b>Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</b>   |  |                         |                                    |
| The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:   |  |                         |                                    |
| i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;   |  |                         |                                    |
| ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; |  |                         |                                    |
| iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.   |  |                         |                                    |
| iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and                               |  |                         |                                    |
| v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.   |  |                         |                                    |
| Signed   |  | Date                    |                                    |
| Name   |  | Position                |                                    |
| Enterprise Name  |  |                         |                                    |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



#### D. EXPERIENCE OF TENDERER

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

[illegible]

*Attach additional pages if more space is required*

SIGNATURE: .....

DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*

Page 10

**E. KEY PERSONNEL**

The Tenderer must insert in the spaces provided below a list of the key personnel to be employed in the construction of the Works together with a resumé of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key personnel to the next page.

| DESIGNATION  | NAMES | PROJECT TYPE | VALUE OF WORK | YEAR COMPLETED |
|--|-------|--------------|---------------|----------------|
| <b>Site Agent</b> has NQF level 5 in Civil/Building work and has 5 or more years of civil/building works experience. |       |              |               |                |
| <b>Site Agent</b> has NQF level 5, a Wireman License and has 5 or more years of electrical works experience.         |       |              |               |                |

*Attach additional pages if more space is required*

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2


## **CURRICULUM VITAE OF KEY PERSONNEL**


*[Curriculum Vitae of key personnel to be attached]*


|   |   |
|---|---|
| <b>Name:</b>  | <b>Date of birth:</b>                   |
| <b>Profession:</b>  | <b>Nationality:</b>                     |
| <b>Qualifications:</b>  |   |
| <b>Professional Registration Number (If applicable):</b>            |   |
| <b>Name of Employer (Enterprise):</b>                               |   |
| <b>Current Position:</b>  | <b>Number of Years with Enterprise:</b> |
| <b><u>Employment Record:</u></b>                                    |   |
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| <b><u>Experience Record Pertinent to Construction Industry:</u></b> |   |
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SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)


DATE: .....


  
Employer

  
Witness 1

  
Witness 2

  
Contractor

  
Witness 1

  
Witness 2

## F. DEVIATIONS AND QUALIFICATIONS

Should the Tenderer wish to make any deviation from or any qualification to the Special Conditions of Contract, Specifications, Schedule of Quantities, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

[illegible]

*Attach additional pages if more space is required*

SIGNATURE: .....

DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

## G. TENDERER'S BEE VERIFICATION CERTIFICATE

Notes to tenderer:

1. The tenderer shall attach to this form a valid original or original certified copy of the BBBEE verification certificate issued by SANAS in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 subject to such certificate having been issued before 17 February 2016, alternatively submit the B-BBEE verification certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry.
2. A Sworn Affidavit signed and stamped by commissioner of oath
3. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be attached.
4. The attached verification certificate and the associated assessment report shall identify:
  - a. The name and domicilium citandi et executandi of the tenderer.
  - b. The registration and VAT number of the tenderer.
  - c. The dates of granting of the B-BBEE score and the period of validity.
  - d. The expiry date of the verification certificate.
  - e. A unique identification number.
  - f. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
  - g. The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
  - h. The category (Generic, QSE, Exempt) in which the tenderer has been measured.
  - i. The B-BBEE status level.
  - j. The South African National Accreditation System (SANAS) or Independent Regulatory Board of Auditors (IRBA) logo on the verification certificate once verification agencies have been accredited.
  - k. The B-BBEE procurement recognition level.
  - l. The score achieved per B-BBEE element.
  - m. The % black shareholding.
  - n. The % black women shareholding.
  - o. The % black persons with disabilities
  - p. The value added status of the tenderer.
5. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format

The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected verification agency or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form. Failure to abide by this requirement will result in such tenderer scoring zero preference.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

## H. TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour, recruited through a process as agreed with Moretele Local Municipality Project Manager, from within the local community in the vicinity of the project.

The creation of one job shall mean the employment, for any period of time, of one unskilled labourer from the local community who is a South African Citizen with his/her own unique South African identity document. Proof of citizenship may be audited during the contract period.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out by Government. Requirements of the Expanded Public Works Programme (EPWP) of the project specifications.

The minimum number of jobs to be created using local unskilled labour shall be as set out in the table below.

In order for an offer to be considered responsive, the Tenderer shall complete the table below by indicating the minimum number of jobs that he/she intends to create in terms of job creation participation during the contract period, and this number shall not be less than the minimum stated in the table.

### **TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:**

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled labour recruited from the local community:

| Labour category  | Minimum number of jobs to be created | Tenderer's number of jobs to be created |
|------------------|--------------------------------------|---|
| Unskilled labour | 10                                   |   |

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name: .....

Duly authorized to sign on behalf of: .....

SIGNATURE: .....

DATE: .....

*(Of person authorised to sign on behalf of the Tenderer)*

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

## I. TENDERER'S BANKING DETAILS

The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter shall include the information requested in (a) to (e) below, and shall in addition state the credit rating that the bank accords the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of subclause F.3.8 of the Conditions of Tender.

In addition to attaching the aforementioned letter from the bank, the tenderer shall also on this Form N complete the banking details required in (a) to (e) below.

In the event that the tenderer is a joint venture enterprise, details for all the members of the joint venture shall similarly be provided and attached to this Form N.

- (a) Name of account holder: .....
- (b) Account number: .....
- (c) Bank name: .....
- (d) Branch number:.....
- (e) Bank rating (include confirmation from bank or financial institution): .....
- (f) Bank and branch contact details: .....
- .....
- .....
- .....
- .....
- .....

SIGNATURE: .....

DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**J. MUNICIPAL ACCOUNT FOR THE BUSINESS AND DIRECTOR (S) NOT OWING FOR MORE THAN 90 DAYS OR MUNICIPAL ACCOUNT OF FROM PRIVATE PROVIDER OR STATEMENT OF ACCOUNT FROM THE LANDLORDS WITH VALID LEASE AGREEMENT**

Submit the following:

Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ statement of account from the landlords with a valid lease agreement.

Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ statement of account from the landlords with a valid lease agreement.

---

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**K. *CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB***

Attached hereto is my/ our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my/our tender document will lead to the conclusion that I am/we are not registered with the CIDB and therefore not eligible to tender.

---

|          |           |           |            |           |           |
|----------|-----------|-----------|------------|-----------|-----------|
|          |           |           |            |           |           |
| Employer | Witness 1 | Witness 2 | Contractor | Witness 1 | Witness 2 |

**L. PROOF OF REGISTRATION OF THE BIDDER**

- Natural persons - certified copy of ID document/ passport
- Partnership - a copy of Partnership Agreement plus IDs of all partners
- Company- certified CM29
- Company - certified CM29 and certified copy of ID document/ passport
- Close Corporation- Certified copy of CK1 and/or CK2C and certified copy of ID document/ passport
- Trust- letter of appointment from the Master of the High Court of SA and deed of trust
- JV/Consortium- JV/Consortium Agreement plus CIPC and/or certified copies of ID documents of all JV/Consortium partners

---

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**M. CSD SUMMARY REPORT**

(Important note to Tenderer: Proof of Central Supplier Data Base registration (CSD) valid and (Compliant) on tender closing date must be attached)

**N.    *RELEVANT LETTER OF GOOD STANDING WITH THE COMPENSATION FOR  
OCCUPATIONAL INJURIES AND DISEASES***

(Important note to Tenderer: Certificates of good standing with the Compensation Commissioner must be inserted here)

## **O. MBD 4: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

3.9.1 If yes, furnish particulars.....  
.....

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

3.10.1 If yes, furnish particulars.  
.....  
.....

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

3.11.1 If yes, furnish particulars  
.....  
.....

3.

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

3.12.1 If yes, furnish particulars.  
.....  
.....

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

3.13.1 If yes, furnish particulars.  
.....  
.....

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

3.14.1 If yes, furnish particulars:  
.....  
.....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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

.....  
Signature

.....  
Date

.....  
Name of Bidder

.....  
Capacity of Signatory

|                                 |                                  |                                  |                                   |                                  |                                  |
|---------------------------------|----------------------------------|----------------------------------|-----------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Contractor</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
|---------------------------------|----------------------------------|----------------------------------|-----------------------------------|----------------------------------|----------------------------------|

**P. MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

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

1. Are you by law required to prepare annual financial statements for auditing? **YES/NO**

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 a municipality 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 a municipality or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provider 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, furnish 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, furnish the particulars

.....  
.....

SIGNATURE: .....

DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*

.....  
Employer

.....  
Witness 1

.....  
Witness 2

.....  
Contractor

.....  
Witness 1

.....  
Witness 2



**Q. MBD 6.1: 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

1.2 To be completed by the organ of state

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

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

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

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.

---

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{\min}$  = Price of lowest acceptable tender

### 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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \end{array}$$

Where

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

| The specific goals allocated points in terms of this tender                             | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|---|--|--|
| HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) | 5  |  |
| Points for 51% Women's Equity   | 5  |  |
| Points for black person with Disability   | 2.5  |  |
| Points for 51% owned Youth firm   | 5  |  |
| Points for Locality (Contractors domiciled in the North West Province)                  | 2.5  |  |

|          |           |           |            |           |           |
|----------|-----------|-----------|------------|-----------|-----------|
|          |           |           |            |           |           |
| Employer | Witness 1 | Witness 2 | Contractor | Witness 1 | Witness 2 |

*DECLARATION WITH REGARD TO COMPANY/FIRM*

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

|  |       |
|--|-------|
| <p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p> |       |
| <b>SURNAME AND NAME:</b>                               | ..... |
| <b>DATE:</b>   | ..... |
| <b>ADDRESS:</b>  | ..... |
|  | ..... |
|  | ..... |
|  | ..... |

## R. MBD 7.2: 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)

1. I hereby undertake to render services described in the attached bidding documents to **Moretele Local Municipality** in accordance with the requirements and task directives/proposals specifications stipulated in **Bid Number MLM/CDS/MOF/2026-29** 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 date of the 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);
    - 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;
  - (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 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.
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.

|          |           |           |            |           |           |
|----------|-----------|-----------|------------|-----------|-----------|
|          |           |           |            |           |           |
| Employer | Witness 1 | Witness 2 | Contractor | Witness 1 | Witness 2 |

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: .....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as .....  
accept your bid under reference number .....dated... ..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. 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) |
|------------------------|---------------------------------------|-----------------|-------------------------------------|--|
|                        |                                       |                 |                                     |  |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP



**WITNESSES**

1 .....

2 .....

DATE: .....

**S. 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).



Employer



Witness 1



Witness 2



Contractor



Witness 1



Witness 2

- 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?<br><br>(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).<br><br><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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)?<br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:   |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:   |                                 |                                |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:   |                                 |                                |
| 4.5   | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars:   |                                 |                                |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**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

---

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**T. MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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:

---

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying tender:

**MLM/CDS/MOF/2026-29**

**INVITATION TO TENDER FOR PANEL OF MAINTENANCE OF MUNICIPAL FACILITIES FOR A PERIOD OF 36 MONTHS.**

.....  
(Tender Number and Description)

in response to the invitation for the tender made by:

Moretele Local Municipality

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

I certify, on behalf of: ..... that:  
(Name of Tenderer)

I have read and I understand the contents of this Certificate;  
I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;  
I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;  
Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of and to sign the tender, on behalf of the tenderer.

For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:

- (a) has been requested to submit a tender in response to this tender invitation;
- (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.

The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.

In particular, without limiting the generality of the preceding paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where the products or services will be rendered (market allocation);
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not submit a tender;
- (e) the submission of a tender which does not meet the specifications and conditions of the tender;

or

- (f) tendering with the intention not to win the tender.

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 tender invitation relates.

The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening and of the awarding of the contract.

.....  
Employer

.....  
Witness 1

.....  
Witness 2

.....  
Contractor

.....  
Witness 1

.....  
Witness 2

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and/or such tenderers 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

.....  
Full name of Signatory

.....  
Capacity of Signatory

---

|  |  |  |  |  |  |
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Employer

Witness 1

Witness 2

Contractor


Witness 1


Witness 2


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# VOLUME 2


# CONTRACT


  
Employer

  
Witness 1

  
Witness 2

  
Contractor

  
Witness 1

  
Witness 2

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# CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

---

Employer

Witness 1

Witness 2

Contractor

Witness 1


Witness 2


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## CONTRACT

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Employer

  
Witness 1

  
Witness 2

  
Contractor

  
Witness 1

  
Witness 2

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## C1: AGREEMENTS AND CONTRACT DATA

### **C1.1 FORM OF OFFER AND ACCEPTANCE**

#### **A. OFFER**

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

Tender No. MLM/CDS/MOF/2026-29: INVITATION TO TENDER FOR PANEL OF MAINTENANCE OF MUNICIPAL FACILITIES FOR A PERIOD OF 36 MONTHS.

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

The offered total of the prices inclusive of Value Added Tax is:

Amount in Words.....

**NOT APPLICABLE**

R..... (in figures)

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

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

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

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

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

Address: .....

.....

Telephone number: ..... Fax number: .....

Witness:

**Signature:** .....

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

**Date:** .....

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

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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## B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data, including the Schedule of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

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

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

The Tenderer shall deliver the Guarantee in terms of Clause 6.2.1 of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil 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 days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

**Signature:** .....

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

**Capacity:** .....

**Name of Employer (organisation)** .....

**Address:** .....

.....

**Witness: Signature:** ..... **Name:** .....

**Date:** .....

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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### **C. SCHEDULE OF DEVIATIONS**

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

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

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

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

1. **Subject:** .....  
**Details:** .....  
.....
2. **Subject:** .....  
**Details:** .....  
.....
3. **Subject:** .....  
**Details:** .....  
.....
4. **Subject:** .....  
**Details:** .....  
.....
5. **Subject:** .....  
**Details:** .....  
.....
6. **Subject:** .....  
**Details:** .....  
.....

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

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

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|----------|-----------|-----------|------------|-----------|-----------|
|          |           |           |            |           |           |
| Employer | Witness 1 | Witness 2 | Contractor | Witness 1 | Witness 2 |

---

**FOR THE TENDERER:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

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

Witness:

**Signature:** .....

**Name:** .....

**Date:** .....

**FOR THE EMPLOYER:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

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

Witness:

**Signature:** .....

**Name:** .....

**Date:** .....

---

|          |           |           |            |           |           |
|----------|-----------|-----------|------------|-----------|-----------|
|          |           |           |            |           |           |
| Employer | Witness 1 | Witness 2 | Contractor | Witness 1 | Witness 2 |

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*CONFIRMATION OF RECEIPT*

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the.....(day)

of.....(month)

20..... (year)

at.....(place)

**FOR THE CONTRACTOR:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**SIGNATURE AND NAME OF WITNESS:**

**Signature:** .....

**Name:** .....

---

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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## **C1.2: CONTRACT DATA**

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

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| <b>C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT .....</b> | <b>C9</b>       |
| <b>C1.2.1.2.1 GENERAL .....</b>                      | <b>C9</b>       |
| <b>C1.2.1.2.2 AMENDMENTS TO THE GCC 2015.....</b>    | <b>C9</b>       |

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|                                 |                                  |                                  |                                   |                                  |                                  |
|---------------------------------|----------------------------------|----------------------------------|-----------------------------------|----------------------------------|----------------------------------|
| <div></div> <div>Employer</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> | <div></div> <div>Contractor</div> | <div></div> <div>Witness 1</div> | <div></div> <div>Witness 2</div> |
|---------------------------------|----------------------------------|----------------------------------|-----------------------------------|----------------------------------|----------------------------------|

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## C1.2.1 CONDITIONS OF CONTRACT

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

This Contract will be based on the “General Conditions of Contract for Construction Works, Third Edition, 2015”, issued by the South African Institution of Civil Engineering (abbreviated title: “GCC 2015”).

It is agreed that the only variations from the GCC 2015 are those set out hereafter under “C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT”.

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

#### *C1.2.1.2.1 GENERAL*

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

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

#### *C1.2.1.2.2 AMENDMENTS TO THE GCC 2015*

##### SCC 1.1 Definitions

*Add the following to the end of subclause 1.1:*

“1.1.1.35 “Target Enterprise” means an enterprise as defined in Part E: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of works.”

##### SCC 4.1.1 Extent of Contractor’s obligations

Add the following new paragraph to the end of subclause 4.1.1:

“If the contractor fails to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprise in terms of Part E: Small Contractor Development of Section C3.3 Particular Specifications in Part C3: Scope of Works, the Contractor shall be liable to the employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.”

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|          |           |           |            |           |           |
| Employer | Witness 1 | Witness 2 | Contractor | Witness 1 | Witness 2 |

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## SCC 6.8.2 Application of Contract Price Adjustment Factor

*Add the following to the end of subclause 6.8.2:*

*“Referring to the “CONTRACT PRICE ADJUSTMENT SCHEDULE” on page 72 of the GCC 2015, delete the four consecutive paragraphs describing the symbols “L”, “P”, “M” and “F” respectively, and replace them with the following:*

“L” is the “Labour Index” and shall be the Consumer Price Index for the province and applicable area as stated in the Contract Data, and as published in Table 14 of the “Additional tables” of the Statistical release P0141 of Statistics South Africa.

“P” is the “Plant Index” and shall be the Producer Price Index for “Plant or similar” as published in Table 4 of the Statistical release P0151 of Statistics South Africa.

“M” is the “Materials Index” and shall be the Producer Price Index for “Electrical material or similar ” industry as published in Table 3 of the Statistical release P0151 of Statistics South Africa.

“F” is the “Fuel Index” and shall be the Producer Price Index for “Diesel fuel” as published in Table 4 of the Statistical release P0151 of Statistics South Africa.”

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|          |           |           |            |           |           |
|----------|-----------|-----------|------------|-----------|-----------|
|          |           |           |            |           |           |
| Employer | Witness 1 | Witness 2 | Contractor | Witness 1 | Witness 2 |

## C1.2.2: CONTRACT DATA (Applicable to this contract)

### PART A: DATA PROVIDED BY THE EMPLOYER

#### CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document but are available at the Contractor's expense. Each party to the contract shall purchase its own copy of the GCC 2015, available from South African Institution of Civil Engineering

Private Bag X200  
Halfway House, 1685  
South Africa  
Tel: 27(0) 11 805 5947 /48 /53

Each item of data below is cross-referenced to the clause in the conditions of the contract to which it applies.

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

#### CONTRACT SPECIFIC DATA

The following contract-specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:

| REFERENCE        | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER   |
|------------------|---|
| <b>1.</b>        | <b>GENERAL</b>  |
|                  | <i>Replace the contents of Clause 1.1.1.5 with the following:</i>   |
| Clause 1.1.1.5:  | The "Commencement Date" means the date on which the contractor receives written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.  |
| Clause 1.1.1.13: | The Defects Liability Period for the Works shall be 365 days.   |
|                  | <i>Add the following to the end of this definition:</i>   |
| Clause 1.1.1.14: | This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.<br><br><b>The time for achieving Practical Completion is <u>Four (6) months</u> from the Commencement date, including non-working days, special non-working days, and excluding Eskom connection activities.</b> |
| Clause 1.1.1.15: | <b>Name of Employer:</b><br>Moretele Local Municipality is represented by: The Municipal Manager  |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



| REFERENCE         | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER  |
|-------------------|--|
| Clause 1.1.1.16:  | <p><b>Employer's Agent means any Director, Associate or Professional Engineer/Technologist appointed generally or specifically by the management of the Employer to fulfil the functions of the Employer's Agent in terms of the Conditions of the Contract.</b></p> <p><b>NOT APLICABLE</b></p>   |
| Clause 1.2.1.2:   | <b>NOT APLICABLE</b>   |
| Clause 1.1.1.26   | The Pricing Strategy is Re-measurement Contract  |
| Clause 1.2.1<br>; | <p><i>Add the following to the clause:</i></p> <p>1.2.1.3 Sent by facsimile, electronic, or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.</p>  |
| Clause 1.2.1.2:   | <p><b>The address of the Employer is:</b></p> <p>Moretele Local Municipality<br/>4065 B, Mathibestad<br/>0404</p> <p>Private Bag X 367<br/>Makapanstad<br/>0404</p>  |
| Clause 1.3.6:     | <p><i>Add the following new Clause:</i></p> <p>The copyright in all documents, and records (prepared by the Employer) related in any manner to the Works shall vest in the Employer (according to the dictates of the Contract that has been entered into by the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p> |

**T13**

Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

# VOLUME 3

**PART T2**  
**AGREEMENT AND CONTRACT DATA**

T2.1 General Conditions of Contract

**THE NATIONAL TREASURY**

**Republic of South Africa**



**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

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**T15**

Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

## NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

---

**T16**

Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

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T17

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

## General Conditions of Contract

- 1. Definitions**      1.      The following terms shall be interpreted as indicated:
- 1.1**      "Closing time" means the date and hour specified in the bidding documents for      the receipt of bids.
- 1.2**      "Contract" means the written agreement entered 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.
- "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.5**      "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,
- 1.6**      through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially      different in basic characteristics or in purpose or utility from its components
- 1.7**      "Day" means calendar day.
- 1.8**      "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9**      "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10**      "Delivery into consignee's 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

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**T18**

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

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 market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts 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.

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- 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 ancillaries 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.

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](http://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

5.1 The supplier shall not, without the purchaser's prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information for **and information**; nished 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 **inspection**. 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

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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.

## Performance

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

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.

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 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  
a cashier's or certified cheque

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.

## Inspections,

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

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.

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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be

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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

10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents 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

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

performance or supervision of on-site assembly and/or commissioning of the supplied goods.

furnishing of tools required for assembly and/or maintenance of the supplied goods.

furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.

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

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: 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 in the event of termination of production of the spare parts:

Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 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 fulfilment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated 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

18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by

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

## 21. Delays in the

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

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

21.3 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 cancelling 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

23.1 The purchaser, without prejudice to any other remedy for breach of **for default** 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

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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.

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.

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.

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.

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.

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 (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

## 24. Anti-dumping

24.1 When, after the date of bid, provisional payments are required, or anti **and countervailing** dumping or countervailing duties are imposed, or the amount of a **duties and rights** 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 antidumping 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

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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

## 25. Force

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the

**Majeure** 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

26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** 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 dispute

27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** 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 wilful misconduct, and in **liability** the case of infringement pursuant to Clause 6;

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

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

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repairing or replacing defective equipment.

### **29. Governing**

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

### **30. Applicable**

30.1 The contract shall be interpreted in accordance with South African **law** 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** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable **Industrial** to all contracts that are subject to the NIP obligation. **Participation (NIPP)**

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**1.4.1. Restrictive practices**

In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1

ent 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 Prohibition of competition**

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.



## **PART T2**

### **AGREEMENT AND CONTRACT DATA**

#### **Contract Data**

#### **SPECIAL CONDITIONS OF CONTRACT**

The bid will be awarded subject to the following conditions:

- Awarding of the bid will be subject to the service provider's express acceptance of the general conditions of contract.
- The successful service provider shall, at his/her own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this contract.
- The successful service provider agrees to keep confidential all records and information and not to disclose such records or information to any third party without the prior written consent of Moretele Local Municipality.
- The Moretele Local Municipality reserves the right to terminate the contract if there is clear evidence of non-performance and/or inability to deliver.
- Moretele Local Municipality reserves the right not to make any appointment.
- Any changes of staff member on-site it must be submitted to Moretele Local Municipality
- During the appointment phase until signing of the service level agreement, the service provider must ensure that, the following operating level performance is always adhered in order to ensure that the services shall be optimally rendered and always available for use:
  - Ensure that the department of labour conditions (registration of UIF and security guards) are met.
  - Ensure that service level contracts and condition of employment with the security guards are met.
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# **PART T2**

## **AGREEMENT AND CONTRACT DATA**

### **T2.3 Terms of Reference**

#### **TERMS OF REFERENCE**

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#### **APPOINTMENT OF SERVICE PROVIDER/S FOR FACILITIES MAINTENANCE SERVICES FOR MORETELE LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

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##### **1. PURPOSE**

To establish a panel of credible service providers that will provide repairs and maintenance services to Moretele Local Municipality for services listed under the scope of work on a “demand basis” for a period of 36 Months as and when required.

##### **2. BACKGROUND**

Moretele Local Municipality has the responsibility to ensure that infrastructure is well kept and functioning at an optimal level at all times.

##### **3. AIMS AND OBJECTIVES**

Aims and objectives of this service are:

- To establish a panel of credible service providers that will provide repairs and maintenance services to Moretele Local Municipality for services listed under the scope of work on a “demand basis” for a period of 36 Months as and when required.

##### **4. SCOPE OF WORK/ DELIVERABLES**

The preferred service providers will be expected to render services on an ad hoc basis to Moretele Local Municipality for: -

- Maintenance of Municipal Buildings
- Electrical maintenance
- Plumbing maintenance
- Air conditioning maintenance
- Sports Facilities and Recreational Parks establishment and maintenance
- Cemetery establishment and maintenance

## 5. PROJECT PERIOD

- The project will be executed over a period of thirty-six months effective from the date of the signing of the contract.

## 6. SUBMISSION OF PROPOSALS

Original proposals need to be hand-delivered or couriered and deposited in the tender box at the following address clearly marked the bid number and description on or before the closing date and time: **15 Thursday, January 2026 @ 12h00**

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

### Physical Address:

Moretele Local Municipality  
4065B Mathibestad

### Postal Address:

Moretele Local Municipality  
Private Bag 367  
MAKAPANSTAD  
0404

### Contact Person/s

| Technical Enquiries  | SCM Enquiries   |
|--|---|
| Mrs. GN Temba<br>TEL.012 716 1300/1307/1374<br>EMAIL: <a href="mailto:Granny.temba@moretele.gov.za">Granny.temba@moretele.gov.za</a> | Mrs. M Phenya<br>Tel: 012 716 1308/11<br>E-mail: <a href="mailto:modiegi.phenya@moretele.gov.za">modiegi.phenya@moretele.gov.za</a> |