



**TENDER NO: BID/NC062/04/2023-2024**

# **NAMA KHOI MUNICIPALITY**

NOTICE NUMBER: 134/2023

## **TENDER FOR THE SALE OF RESIDENTIAL ERVEN, ERF 2017 AT BOTTERBLOM STREET, VAALWATER (BERGSIG)**

### **IMPORTANT NOTES TO BIDDERS:**

- a) Tenders must be properly received and deposit in the tender box on or before the closing date and before the closing time at tender submission office, situated at the entrance to the Head office of Nama Khoi Municipality, 4 Namaqua Street, Springbok, 8240.
- b) No late bids will be accepted under any circumstances.
- c) Tender offers must be submitted in a sealed envelope clearly reflecting the tender number and description as indicated above,
- d) Only original tenders will be accepted.
- e) Do not dismember this bid document rather attached schedules and supporting documentation.
- f) In the event that a bidder is not registered for VAT and the bid is expected to exceed R 1 million, the bidder is expected to include a statement of intent to register for VAT.
- g) Bid documents of other bidders are not available to other bidders which may prejudice them in commercial competition.
- h) Tender fee: R **609.42** (Taxes included) in cash or electronic transfer per document. This amount is non-refundable.

To be completed by Bidder			
Entity name:		Address	
Registration Number:			
Telephone:		Delivery Period	
Fax:		CSD Registration number	
Email:		Representative appointed by resolution:	

**Starting Date:** 28 July 2023

**Closing Date:** 17 August 2023

**Closing Time:** 10:00

Contact the SCM Unit on advice on completing the bid documentation

Snr Accountant SCM - Ms Ruzan Jacobs – (027) 718 8116

Technical specification enquiries:

Ms H Fielding 027 71 88122

### **SCM Officials in attendance at the opening of the Bids**

	Name	Signature
1.		
2.		

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## **(PART A) TENDER NOTICE AND INVITATION TO TENDER**

1. TENDER NOTICE AND INVITATION TO TENDER
2. STANDARD CONDITIONS OF TENDER
3. TENDER OFFER
4. TENDER ACCEPTANCE

## (1). TENDER NOTICE AND INVITATION TO TENDER

### NAMA KHOI MUNICIPALITY

#### *INVITATION TO BID*



(SCOPE OF PROCUREMENT SERIES – OVER R 200,000)

**NOTICE NO.:** 134/202

**BID NUMBER:** BID/NC062/04/2023-2024

**Starting Date:** 28 July 2023 **Closing Date** 17 August 2023 **Closing Time:** 10:00

**SPECIFICATION ENQUIRIES:** Ms H Fielding (027) 718 8122

### **TENDER FOR THE SALE OF RESIDENTIAL ERVEN, ERF 2017 AT BOTTERBLOM STREET, VAALWATER (BERGSIG)**

Nama Khoi Municipality hereby invites tenders for **TENDER FOR THE SALE OF RESIDENTIAL ERVEN, ERF 2017 AT BOTTERBLOM STREET, VAALWATER (BERGSIG)** as mentioned in the bid specifications of the prescribed bid document.

Tender documents and specifications are available from the E-Tender Portal ([www.etenders.gov.za](http://www.etenders.gov.za)) and the Nama Khoi Municipality's website ([www.namakhoy.gov.za](http://www.namakhoy.gov.za)) for free or at the Supply Chain Management Unit (Ms Ruzan Jacobs 027 - 7188116) at the Head Office – Springbok Nama Khoi Municipality) at an amount of **R 609.42** in cash or electronic transfer per document. This amount is non-refundable. Sealed tenders must be handed in at Nama Khoi Municipality, 4 Namaqua Street, Springbok, 8240 on /or before **10:00 on Thursday, 17 August 2023** and will be opened in public directly afterwards. Late tenders, or tenders that were e-mailed or fax will not be accepted. Forms, **MBD 1, MBD 3.2, MBD 4, MBD 5, MBD 6.1, MBD 6.2, MBD 7.2, MBD 8, MBD 9, SCM 1** and other schedules must be completed in the prescribed bid document.

In case of a transaction with a value of R 30 000 or more, including VAT, the Municipality follows the Procurement Policy where 80 points are awarded for price and 20 points for B-BBEE objectives. Furthermore tenders will also be evaluated in terms of the Supply Chain Management Policy and Preferential Procurement Policy of the Municipality. More information is available from the Supply Chain Management Unit (Ms R Jacobs) obtained from telephone number (027) 718-8116.

#### **The following conditions will apply:**

- An original Tax Clearance Certificate or PIN, as issued by SARS, must accompany each tender.
- A B-BBEE rating certificate from SANAS accredited agency or exemption (EME) for businesses with a turnover of less than threshold gazetted from a Registered Accounting officer (as stated in section 60 of the Close Corporation Act, 1984), must accompany each tender.
- Bidders must be registered on the Central Supplier Database of National Treasury OCPO. [www.csd.gov.za](http://www.csd.gov.za)
- No person employed by the government (National, Provincial, Municipality) may be considered for this tender.
- No tender will be considered to a person or company that over the past five years been convicted of:
  - ( a ) Fraud, corruption or a criminal offence.
  - ( b ) The suspension, early termination or unsuccessful completion of a municipal or government contract.

The Municipality reserves the right to withdraw and / or to readvertise or reject any tender or partially accept it. The Municipality does not bind itself to accept the lowest or any tender.

**J I SWARTZ**  
**MUNICIPAL MANAGER**

### (3). TENDER OFFER

**NOTICE NO.: 134/2023**

**BID NUMBER: BID/NC062/04/2023-2024**

**STARTING DATE: 28 July 2023 Closing Date: 17 August 2023 Closing Time: 10:00**

3.1. I, \_\_\_\_\_ (duly authorised to represent the bidder for the purpose of this tender), hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to Nama Khoi Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document at the prices reflected in the *Contract Form/Price Schedule*.

3.2. The bidder agrees that:

3.2.1. the tender offer submitted shall remain valid, irrevocable and open for written acceptance by Nama Khoi Municipality for a period of 90 days from the closing date or for such extended period as may be applicable;

3.2.2. the tender offer will not be withdrawn or amended during the aforesaid validity period;

3.2.3. Notwithstanding the above, the bidder may submit a written request to Nama Khoi Municipality after the closing date for permission to withdraw the tender offer. Such withdrawal will be permitted or refused at the sole discretion of the Nama Khoi Municipality after consideration of the reasons for the withdrawal, which shall be fully set out by the bidder in the written request for withdrawal;

3.2.4. should the tender offer be withdrawn in contravention of 3.2.1 to 3.2.3 above, the bidder agrees that

(a) it shall be liable to Nama Khoi Municipality for any additional expense incurred by the Nama Khoi Municipality in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred by the invitation of new tenders and the subsequent acceptance of any other tender;

(b) Nama Khoi Municipality shall also have the right to recover such additional expenses by set-off against monies which may be due or become due to the bidder under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the bidder or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses, Nama Khoi Municipality shall be entitled to retain such moneys, guarantee or deposit as security for any loss Nama Khoi Municipality may suffer due to such withdrawal.

3.3. The bidder agrees that this tender and its acceptance shall be subject to the terms and conditions contained in the Supply Chain Management Policy ('SCM Policy').

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Print name(s):

**On behalf of the bidder/ Contractor (duly authorised)**

Date \_\_\_\_\_

## (4). TENDER ACCEPTANCE

**NOTICE NO.: 134/2023**

**BID NUMBER: BID/NC062/04/2023-2024**

**STARTING DATE: 28 July 2023 Closing Date: 17 August 2023 Closing Time: 10:00**

By signing this part of Offer and Acceptance, the Employer identified below accepts the offer of the Contractor/ Service Provider. 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 offer of the Service Provider shall form an agreement between the Employer and the Service Provider upon the terms and conditions contained in this Agreement and in the Contract that is subject of this Agreement.

The terms of the contract, are contained in

Part B Schedules

Part C Pricing Data

Part D Agreement and Contract Data, *(which includes this Agreement)*

Part E Scope of Work

Part F Site Information and drawings and documents

Deviations from and amendments to the documents listed in the quotation data and any addenda thereto listed in the Contractor 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 authorized representative(s) of both parties.

The Service Provider shall within 14 calendar days 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 Bid document) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement come into effect on the date when the contractor receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the Service Provider (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(s)

\_\_\_\_\_  
Print name(s):

**On behalf of Nama Khoi Municipality (duly authorised)**

Date\_\_\_\_\_

# (1) INVITATION TO BID (MBD 1)

NOTICE NO.: 134/2023  
BID NUMBER: BID/NC062/04/2023-2024

STARTING DATE: 28 July 2023 Closing Date: 17 August 2023 Closing Time: 10:00

## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NAMA KHOI MUNICIPALITY**

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

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


### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	AS PER AGREED FEES
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>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.</b></p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

**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: .....



## (2) TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD 2)

**NOTICE NO.: 134/2023**  
**BID NUMBER: BID/NC062/04/2023-2024**

**STARTING DATE: 28 July 2023 Closing Date: 17 August 2023 Closing Time: 10:00**

- 2.1. It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 2.2. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 2.4. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 2.5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 2.6. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 2.7. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 2.8. Nama Khoi Municipality reserves the right to check with SARS if a tax certificate is valid or not.
- 2.9. Attached original tax certificate to this returnable schedule.

(3)

## DECLARATION OF INTEREST (MBD 4)

NOTICE NO.: 134/2023

BID NUMBER: BID/NC062/04/2023-2024

**STARTING DATE: 28 July 2023 Closing Date: 17 August 2023 Closing Time: 10:00**

4.1. No bid will be accepted from persons in the service of the state\*.

4.2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

4.3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.3.1 Full Name of enterprise: .....

4.3.2 Physical address of local office: .....

4.3.3 Identity Number if sole proprietor:.....

4.3.4 Company Registration Number:.....

4.3.5 Tax Reference Number: .....

4.3.6 VAT Registration Number, if any:.....

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

4.5. Are you presently in the service of the state **YES / NO** \*

If so, furnish particulars.

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

If so, furnish particulars.

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

(a) a member of -

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

4.7. 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**

If so, furnish particulars.

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

If so, furnish particulars.

4.9. Are any of the entity directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

If so, furnish particulars.

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

If so, furnish particulars.

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

If so, furnish particulars.

4.12. Full details of all the directors / trustees / members / shareholders.

Full Name of sole proprietor, partner, director, Manager, principal shareholder or stakeholder or member	ID Number	Name of Organ of state	Income Tax Number (Compulsory)	State Employee Number	
				Current	Within past 12 months


**Add list if this list is not sufficient.**

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

**PRINT FULL NAME :** \_\_\_\_\_

**SIGNATURE :** \_\_\_\_\_

**DATE :** \_\_\_\_\_

## (4) PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)

NOTICE NO.: 134/2023  
BID NUMBER: BID/NC062/04/2023-2024

STARTING DATE: 28 July 2023 Closing Date: 17 August 2023 Closing Time: 10:00

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals

### MBD 6.1

#### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY OF NAMA KHOI MUNICIPALITY

##### 1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contributor and
- (c) Specific Goals to Promote Economic Development (Locality)

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific goals must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor and proof of address (municipal account) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution and specific goals to promote economic development (locality) are not claimed.

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

##### 2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;



**Points for Locality will be allocated as follows:**

Local area of supplier	Number of Points for Preference	
	80/20	90/10
Within the boundaries of the Nama Khoi Municipality	20	10
Within the boundaries of Namakwa District Municipality	16	5
Within the boundaries of the Northern Cape	14	3
Outside of the boundaries of the Northern Cape	0	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. SPECIFIC GOALS POINTS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 5 points)

6.2 LOCALITY = .....(maximum of 10 or 5 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor and proof of address.)

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		



Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>	<p style="text-align: center;">..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--	---

## (5) CONTRACT FORM – SALE OF GOODS / WORKS (MBD 7.3)

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

### **PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE: .....

# CONTRACT FORM – SALE OF GOODS / WORKS (MBD 7.3) CONTINUED

## PART 2 (TO BE FILLED IN BY THE SELLER)

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

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

WITNESSES

1. ....

2. ....

DATE .....

## (6) DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

**NOTICE NO.: 134/2023**

**BID NUMBER: BID/NC062/04/2023-2024**

**STARTING DATE: 28 July 2023 Closing Date: 17 August 2023 Closing Time: 10:00**

- 9.1. This declaration is used by Nama Khoi Municipality 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.
- 9.2. The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - been convicted for fraud or corruption during the past five years;
  - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 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).
- 9.3. Where the entity tendering is a partnership/consortium/joint venture, each party to the partnership/ consortium/ joint venture must sign a declaration in terms of the Municipal Finance Management Act, Act 56 Of 2003, and attach it to this schedule.
- 9.4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
9.4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>Persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.4.1.1	If so, furnish particulars:		
9.4.2	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)? <b>To access this register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.4.2.1	If so, furnish particulars:		
9.4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.4.3.1	If so, furnish particulars:		

9.4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.4.4.1	If so, furnish particulars:		
9.4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.4.5.1	If so, furnish particulars:		

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

**PRINT FULL NAME :** \_\_\_\_\_ **DATE :** \_\_\_\_\_

**SIGNATURE :** \_\_\_\_\_

## (7) CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

**NOTICE NO.: 134/2023**

**BID NUMBER: BID/NC062/04/2023-2024**

**STARTING DATE: 28 July 2023 Closing Date: 17 August 2023 Closing Time: 10:00**

I, \_\_\_\_\_, the undersigned, in submitting this bid, **Tender No.: BID/NC062/04/2023-2024, TENDER FOR THE SALE OF RESIDENTIAL ERVEN, ERF 2017 AT BOTTERBLOM STREET, VAALWATER (BERGSIG)**, in response to the invitation for the bid made by Nama Khoi Municipality do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ (Name of Bidder)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**PRINT FULL NAME :** \_\_\_\_\_ **DATE :** \_\_\_\_\_

**SIGNATURE :** \_\_\_\_\_

## (8) DECLARATION ON THE STATE MUNICIPAL ACCOUNTS AT ALL THE MUNICIPALITIES OF THE BIDDER (SCM1)

NOTICE NO.: 134/2023  
BID NUMBER: BID/NC062/04/2023-2024

STARTING DATE: 28 July 2023 Closing Date: 17 August 2023 Closing Time: 10:00

11.1. The completion of this form is **COMPULSORY**, and failure to complete this form might result that this tender will not be considered.

11.2. The bidder:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the Municipal Manager may reject the tender of the bidder if any municipal rates and taxes or municipal service charges owed by the Bidder or any of its directors/members/partners to Nama Khoi Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the Nama Khoi Municipality to deduct the full amount outstanding by the bidder or any of its directors/members/partners from any payment due to the bidder; and
- c) confirms the following information for the purpose of giving effect to b) above;
- c) hereby certifies that the information set out in this schedule and/or attached thereto is true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract. The bidder must complete or provide us with an additional schedule of information (Refer to schedule 14) in the following format;

Physical Business addresses of the Bidder	Municipality	Municipal Account Numbers

Attached certified copies of municipal accounts not older than 3 months.

11.3. The bidder must complete or provide us with an additional schedule of information (Refer to schedule 14) of all its directors/ shareholders/ Managers/ Partners/Members etc.

Name of Director/ Member	ID Number	Physical Address	Municipality	Municipal Account Number

Attached certified copies of municipal accounts of all directors or members not older than 3 months.

I/We declare that the abovementioned information is true and correct and that the above mentioned documents refer to in 11.2 and 11.3 are attached to this form:

\_\_\_\_\_  
(insert name of enterprise)

PRINT FULL NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

DATE : \_\_\_\_\_



## (9) CONFLICT OF INTEREST DECLARATION – GIFTS AND SPONSORSHIPS

19.1. The bidder shall declare whether it has any conflict of interest in the transaction for which the tender is submitted.  
(Mark the appropriate box with 'X'.)

YES

NO

If yes, the bidder is required to set out the particulars in the table below:


19.2. The bidder shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

- (a) any inducement or reward in connection with the award of this contract; or
- (b) any reward, gift, favour or hospitality to any official or any other role player involved in them implementation of the supply chain management policy.

(Mark the appropriate box with 'X'.)

YES

NO

If yes, the bidder is required to set out the particulars in the table below:


19.3. Should the bidder be aware of any corrupt or fraudulent transactions relating to the procurement process of Nama Khoi Municipality, please contact or inform the Municipality.

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) cancellation of contract.

**DULY AUTHORISED TO SIGN ON BEHALF OF:**

\_\_\_\_\_  
(insert name of enterprise)

PRINT FULL NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

## **(10) LIST OF OTHER DOCUMENTATION ATTACHED BY BIDDER**

31.1. The bidder has attached to this schedule the following additional documentation

<b>No.</b>	<b>Date of document</b>	<b>Title or description of document</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		
<b>6.</b>		
<b>7.</b>		
<b>8.</b>		
<b>9.</b>		
<b>10.</b>		

24.2 Attached additional pages if more space is required.

**DULY AUTHORISED TO SIGN ON BEHALF OF:**

\_\_\_\_\_  
(insert name of enterprise)

**PRINT FULL NAME :** \_\_\_\_\_

**SIGNATURE :** \_\_\_\_\_



## **(PART C) AGREEMENTS AND CONTRACT DATA**

### **1. GENERAL CONDITIONS OF CONTRACT (GCC)**

# (1) GENERAL CONDITIONS OF CONTRACT (GCC)

adopted from National Treasury

NOTICE NO.: 134/2023

BID NUMBER: BID/NC062/04/2023-2024

**STARTING DATE: 28 July 2023 Closing Date: 17 August 2023 Closing Time: 10:00**

## 1.1. Definitions

The following terms shall be interpreted as indicated:

- 1.1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract from signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of this contractual obligation.
- 1.1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.1.6 "Country of origin" means the place where goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basis characteristics or in purpose or utility from its components.
- 1.1.7 "Day" means calendar day.
- 1.1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.1.11 "Dumping" occurs when a private enterprise abroad market its good 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.
- 1.1.12 "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 resolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.
- 1.1.13 "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.

- 1.1.14 “GCC” mean the General Conditions of Contract.
- 1.1.15 “Good” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.1.16 “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 transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.1.18 “Manufacture” means the production of products in a factory using labour, materials components and machinery and includes other related value-adding activities.
- 1.1.19 “Order” means an official written order issued for the supply of goods or works or the procuring of a service.
- 1.1.20 “Project site” where applicable, means the place indicated in bidding documents.
- 1.1.21 “Purchaser” means the organization purchasing the goods.
- 1.1.22 “Republic” means the Republic of South Africa.
- 1.1.23 “SCC” means the Special Conditions of Contract.
- 1.1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **1.2. Application**

- 1.2.1 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.
- 1.2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.2.3 Where such special conditions of contract are in conflict with these general conditions, the special shall apply.

## **1.3. General**

- 1.3.1 Unless otherwise indicated in the bidding documents, the purchase 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.
- 1.3.2 With certain exceptions, invitations for 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).

#### **1.4. Standards**

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

#### **1.5. Use of contracts documents and information**

- 1.5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 1.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 1.5.1 except for purposes of performing the contract.
- 1.5.3. Any document, other than the contract itself mentioned in GCC clause 1.5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 1.5.4. 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.

#### **1.6. Patent rights**

- 1.6.1. 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.

#### **1.7. Performance Security**

- 1.7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in GCC.
- 1.7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contracts.
- 1.7.3 The performance security shall be denominated in the currency of the contract, or in freely convertible currency acceptable to the purchaser and shall be in one of the following:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 1.7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

#### **1.8. Inspections, tests and analyses**

- 1.8.1 All pre-bidding testing will be for the account of the bidder.
- 1.8.2 If it is a bid condition that supplies to be produced or services to be procured 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.

- 1.8.3 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 payments arrangements with the testing authority concerned.
- 1.8.4 If the inspection, test and analyses referred to in clauses 1.8.2 and 1.8.3 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.
- 1.8.5 Where the supplies or services referred to in clauses 1.8.2 and 1.8.3 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.
- 1.8.6 Supplies and services, which are, referred to in clauses 1.8.2 and 1.8.3 and which do not comply with the contract requirements may be rejected.
- 1.8.7 Any contract supplies may, on or after delivery, be inspected; tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchase 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.
- 1.8.8 The provisions of clauses 1.8.4 to 1.8.7 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 1.23 of GCC.

#### **1.9. Packing**

- 1.9.1 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 precipitations 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.
- 1.9.2 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.

#### **1.10. Delivery and documents**

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

#### **1.11. Insurance**

- 1.11.1 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.

#### **1.12. Transportation**

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

### **1.13. Incidental services**

- 1.13.1 The supplier may be required to provide any or all of the following services, including additional services, if any specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 1.13.2 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.

### **1.14. Spare parts**

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

### **1.15. Warranty**

- 1.15.1 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 mission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 1.15.2 This warranty shall remain valid 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.
- 1.15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 1.15.4 Upon receipt of such notice, the supplier shall, with the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to be purchaser.
- 1.15.5 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.

### **1.16. Payment**

- 1.16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.



- 1.16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 1.16.3 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.
- 1.16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

#### **1.17. Prices**

- 1.17.1 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.

#### **1.18. Contract Amendments**

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

#### **1.19. Assignment**

- 1.19.1 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.

#### **1.20. Subcontracts**

- 1.20.1 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.

#### **1.21. Delays in the supplier's performance**

- 1.21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 1.21.2 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 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.
- 1.21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
- 1.21.4 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.
- 1.21.5 Except as provided under GCC clause 1.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 1.22, unless an extension of time is agreed upon pursuant to GCC clause 1.21.2 without the application of penalties.

- 1.21.6 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.

## **1.22. Penalties**

- 1.22.1 Subject to GCC clause 1.25, 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 1.23.

## **1.23. Termination for default**

- 1.23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 1.21.2;
  - (b) 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.
- 1.23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminate.

## **1.24. Anti-dumping and countervailing duties and rights**

- 1.24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required of imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to 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 procured, or is to deliver or procure in terms of the contract or any other contract or any other amount which may be due to him.

## **1.25. Force Majeure**

- 1.25.1 Notwithstanding the provisions of GCC clauses 1.22 and 1.23, the supplier shall not be liable for forfeiture or 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.
- 1.25.2 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 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.

#### **1.26. Termination for insolvency**

- 1.26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

#### **1.27. Settlement of Disputes**

- 1.27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 1.27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by much 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.
- 1.27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 1.27.4 Mediation proceedings shall be conducted in accordance with the rules or procedure specified in the SCC.
- 1.27.5 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.

#### **1.28. Limitation of liability**

- 1.28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 1.6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss or use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

#### **1.29. Governing language**

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

#### **1.30. Applicable law**

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

### **1.31. Notices**

- 1.31.1 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.
- 1.31.2 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

### **1.32. Taxes and duties**

- 1.32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 1.32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 1.32.3 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.



## **(PART D) SCOPE OF WORK**

- 1. SERVICES PROCUREMENT**
- 2. PRICING SCHEDULE**

# (1) SERVICE PROCUREMENT

**NOTICE NO.: 134/2023**  
**BID NUMBER: BID/NC062/04/2023-2024**

**STARTING DATE: 28 July 2023 Closing Date: 17 August 2023 Closing Time: 10:00**

## **SALE OF RESIDENTIAL ERVEN, ERF 2017 AT BOTTERBLOM STREET, VAALWATER (BERGSIG)**

1. Offers are being invited for the purchase of 1 erf listed under point 5 hereunder, situated at Botterblom Street, Vaalwater (Bergsig).
2. Only tenders submitted timeously on or before the closing time and date on the official tender form, duly completed and signed, will be considered.
3. The Municipality reserves the right not to accept the highest or any tender.
4. Tenders shall remain valid for acceptance for a period of nineteen (90) working days after the closing date, for purposes of which all tenders shall be deemed to constitute irrevocable offers open for acceptance by the Municipality.
5. The following information for the erven situated in Vaalwater (Brgsig):

- |                           |   |                         |
|---------------------------|---|-------------------------|
| • <b>Erf Nr</b>           | - | <b>2017</b>             |
| • <b>Size of Erf</b>      | - | <b>353m<sup>2</sup></b> |
| • <b>Valuation amount</b> | - | <b>R 50 000.00</b>      |

6. Possession and occupation of the property shall be given to the successful tenderer on date of registration of transfer of the property in the name of the successful tenderer, from which date the risk involved in the property shall pass to the successful tenderer.
7. The successful tenderer shall as from date of registration of transfer of the property into his name be responsible for a pro rata share of the current year's rates and other municipal levies on the property.
8. The sale of the property is as is, "voetstoots", and The Municipality shall not be liable for any latent or other defects therein.
9. The property is subject to any condition(s) and/or servitude(s) which may be referred to in or registered against the title deed thereof, and regarding extent according to the diagrams thereof.
10. The property is zoned for residential purposes and may only be utilised for residential purposes. Detailed information regarding development to be allowed in accordance with the zoning is available from the municipality's town planning section.
11. For the avoidance of doubt it is stated that the successful tenderer shall be responsible for payment of all fees and charges relating to building plans and services in accordance with current legislation.
12. All tenderers must declare any conflict of interest that they may have in the transaction pertaining to this tender.

13. All disputes between the Municipality and the tenderer shall be settled by means of mutual consultation and, when unsuccessful, in a South Africa court of law unless otherwise provided in these tender conditions.
14. Only a tenderer who has completed and signed the declaration part of the tender documentation shall be considered for preference points.
15. The Municipality may, before a tender is adjudicated or at any time, require any tenderer to substantiate claims it has made with regard to preference.
16. The tenderer shall at all times comply with all current legislation.
17. Conditions to qualify for the erf will be as follows:
- (i) preference will be given to first time home owners;
  - (ii) erven will be awarded to individuals and not closed corporations, partnership or other legal entities;
  - (iii) Where a tenderer can provide enough evidence that he/she had no financial gain from a previous property transaction, such bidder may well be eligible to tender for a plot.
  - (iv) Copies of identity document/s (applicant and spouse) and Marriage Certificate (if married) should be provided.
18. Tenders will only be awarded to persons who have no outstanding municipal debt.
19. By signing this tender document the tenderer gives permission that a deed search may be done by the Municipality.
20. By signing this tender document the tenderer declares that:
- (i) the information provided is true and correct;
  - (ii) the signatory to the tender document is duly authorised; and
  - (iii) documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Municipality and it will be true and correct.
21. The bidders shall be adjudicated in terms of Councils' Preferential Procurement Policy where the following point allocations are applicable in order to be in line with the PPPFA.
- Price**  
Eighty (80) points maximum. The highest financial offer will score eighty (80) points with lower offers scoring proportionately in relation to the highest offer.
- Status**  
Twenty (20) points maximum, for locality.
22. Bidders must provide all information required in the tender document to qualify for preference points.

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**Signature**

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**Date**

**PRICING SCHEDULE**

DESCRIPTION		UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
Sale of residential erf 2017, Botterblom Street, Vaalwater (Bergsig)	Once Off		R
<b>TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)</b>			<b>R</b>