



## **CIDB Class Grading 2SQ or HIGHER**

**CONTRACT NO: MLM/CDS/IPF/DC/2024-25**

**FOR**

**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST  
CONCRETE PALISADE FENCE AT DOOKA CEMETERY**

**PROCUREMENT DOCUMENT**

**FEBRUARY 2024**

**NAME OF TENDERER :**

**TENDER SUM :**

**PREPARED BY:**

**MORETELE LOCAL MUNICIPALITY  
PRIVATE BAG X 367  
MAKAPANSTAD  
0404**

**Tel No: (012) 716 1056**

**ISSUED BY:**

**MORETELE LOCAL MUNICIPALITY  
PRIVATE BAG X 367  
MAKAPANSTAD  
0404**

**Tel No: (012) 716 1056**



**EXPANDED PUBLIC WORKS PROGRAMME**

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**CONCRETE PALISADE FENCE AT DOOKA CEMETERY**

# THE TENDER

## PART T1 : TENDERING PROCEDURES

## PART T2 : RETURNABLE DOCUMENTS

**MORETELE LOCAL MUNICIPALITY HEREBY INVITES PROSPECTIVE BIDDERS**  
**AS PER BELOW**

Project Name	Bid Number	Compulsory Briefing Session	Bid Document Price	Availability of Bid Document	Evaluation Criteria	CIDB Grading	Closing Date
Appointment of Contractor for Supply and installation of Precast Concrete Palisade Fence At Dooka Cemetery.	MLM/CDS/IPF/DC/2024-25	05 March 2024 at 10h00 in Municipal hall	R500.00	27/02/2024	80/20 in line with the Preferential Procurement Policy Framework Act no 5 of 2017 regulation of 2022 of Specific Goals  Minimum Qualifying Score: 70%	None	13 March 2024 at 12H00 in Municipal Hall

Bid documents with detailed bid specifications and detailed information are obtainable at the **Revenue office of Moretele Local Municipality, 4065 B Mathibestad** from **27 February 2024** at 08:00 – 16:00. 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.**

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 above.

**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 2017) and the Preferential Procurement Regulations 2022 of Specific Goals, as well as the broad Based Black Economic Empowerment Act (Act 53 of 2003). Bids will remain valid for 90 days.

Enquiries may be directed to: Mr T Dire: (012) 716 1348 (Technical), Mrs M Phenya Tel : (012) 716 1414 (SCM)

## **PART T1 : TENDERING PROCEDURES**

T1.1	4
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**CONTRACT NO: MLM/CDS/IPF/DC/2024-25**  
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**CONCRETE PALISADE FENCE AT DOOKA CEMETERY**  
**PART T1 : TENDERING PROCEDURES**

T1.1 4

T1.2 **Error! Bookmark not defined.**



**CONTRACT NO: MLM/CDS/IPF/DC/2024-25**  
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST**  
**CONCRETE PALISADE FENCE AT DOOKA CEMETERY**

**TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited from Contractors registered with the Construction Industry Development Board (CIDB) for the **APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT DOOKA CEMETERY**.

Eligible contractors must have a minimum CIDB grading of **2SQ or HIGHER**.

The employer is the **Moretele Local Municipality**.

Tender documents are obtainable from the offices of Moretele Local Municipality upon payment of **R500.00** from the **27<sup>th</sup> February 2024 during office hours**. All payments are to be made in the currency of the Republic of South Africa.

Payment Method will be through EFT on Municipal Account.

**Account Details**

**Account Name: Moretele Local Municipality**

**Bank: ABSA**

**Cheque account number: 405 331 7014**

**Branch code: 632 005**

**Reference: Company name**

Queries related to the issues of these documents may be addressed to Mrs M Phenya :( 012) 716 1414

There **compulsory clarification meeting** will be held at **Municipal Hall** on **05 March 2024 at 10:00am**, interested bidders may use [Pholosho.Molautsi@Moretele.gov.za](mailto:Pholosho.Molautsi@Moretele.gov.za) for enquirers.

The **closing date and time** for receipt of tender is the **13 March 2024 at 12h00am**. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

Tenders, completed as prescribed, shall be sealed in an envelope marked "**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT DOOKA CEMETERY, CONTRACT NO: MLM/CF/W16/24-25**" and deposited in the bid box situated at the Moretele Local Municipality Office, 4065B Mathibestad on the 13 March 2024 at 12H00pm, whereby tenders will be opened in public.

Tenderers shall have a <b>CIDB</b> class grading of:
--



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**CONCRETE PALISADE FENCE AT DOOKA CEMETERY**

**2SQ or HIGHER**

**TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

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 of inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the subclause in the Standard Conditions of Tender to which it mainly applies.



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**MORETELE LOCAL MUNICIPALITY**

**CONTRACT NO: MLM/CDS/IPF/DC/2024-25**

**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST**  
**CONCRETE PALISADE FENCE AT DOOKA CEMETERY**

<p><b>PART T2 : RETURNABLE DOCUMENTS</b></p>
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**T2.1 List of Returnable Documents**

**T2.2 Returnable Schedules**



**CONTRACT NO: MLM/CDS/IPF/DC/24-25**  
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**CONCRETE PALISADE FENCE AT DOOKA CEMETERY**  
**MORETELE LOCAL MUNICIPALITY**

**CONTRACT NO: MLM/CDS/IPF/DC/2024-25**

**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF**  
**PRECAST CONCRETE PALISADE FENCE AT DOOKA CEMETERY**

**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**.

**1.RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)**

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 landlord with valid lease agreement.
2. Certified Company registration certificate
3. Valid CIDB Registration certificate
4. Certificate of attendance at Site Inspection Meeting
5. Certified copy or Original certificate of BBBEE issued by SANAS/CIPC/Sworn Affidavit signed and stamped by commissioner of oath (For joint ventures the certificate must be consolidated)
6. Completed and signed Form of Offer and Acceptance
7. Certified I D Copies of Owners/Directors/Shareholders
8. All pages signed, initialled and completed
9. CSD summary report not older than one month
10. Authority for Signatory on company letter head
11. Letter of Good Standing with the Compensation for Occupational Injuries and Diseases
12. Letter of intent from registered financial institution showing full details as guarantee in the amount of 10% as specified for surety purposes must be submitted

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

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**2. OTHER RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES  
(included hereafter for completion)**

Compulsory Enterprise Questionnaire\*(MBD Forms)

Declaration affidavit

Proposed amendments and qualifications

Plant and Equipment

Schedule of work satisfactorily carried out by tenderer

Personnel Schedule

Declaration regarding fulfillment of construction regulations, 2003

Estimated monthly cashflow

Preliminary

Financial rating

Preliminary Health and Safety Plan

**3.RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached  
with submission)**

Record of Addenda

Amendments and qualifications

Form of Offer and Acceptance\*

Contract Data

Form of guarantee

Occupational Health and Safety Agreement

Daywork Schedule

Schedule of Price

## MORETELE LOCAL MUNICIPALITY

**CONTRACT NO: MLM/CDS/IPF/DC/2024-25**

### APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT DOOKA CEMETERY

#### SCHEDULE 1A: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

**A. 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 authorized to sign all documents in connection with this tender for contract ----- and any contract resulting from it on behalf of the company.

**As witnesses :**

1. ----- Chairman : -----
  2. ----- Date : -----
- Tenderers must attach a copy of the Resolution of the Board.

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as ----- hereby authorize Mr/Ms,-----acting in the capacity of -----to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**C. Certificate for Joint Venture**

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**CONCRETE PALISADE FENCE AT DOOKA CEMETERY**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms -----, authorised signatory of the company -----, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract----- 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	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for Sole Proprietor**

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

**As witnesses:**

1. \_\_\_\_\_ Signature : Sole owner : \_\_\_\_\_  
 2. \_\_\_\_\_ Date : \_\_\_\_\_

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as ----- hereby authorize Mr/Ms -----acting in the capacity of , to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

## MORETELE LOCAL MUNICIPALITY

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### APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT DOOKA CEMETERY

<b>SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE</b>																	
The following particulars must be furnished. In the case of a joint venture, <b>separate</b> 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: Particulars of sole proprietors and partners in partnerships</b>																	
<table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 40%; text-align: center;">Name*</th> <th style="width: 20%; text-align: center;">Identity number*</th> <th style="width: 40%; text-align: center;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> <p style="font-size: small;">* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</p>				Name*	Identity number*	Personal income tax number*											
Name*	Identity number*	Personal income tax number*															
<b>Section 5: Particulars of companies and close corporations</b>																	
Company registration number																	
Close corporation number																	
Tax reference number																	
<b>Section 6: Record of service of the state</b>																	
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:																	
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <ul style="list-style-type: none"> <li>a member of any municipal council</li> <li>a member of any provincial legislature</li> <li>a member of the National Assembly or the National Council of Province</li> <li>a member of the board of directors of any municipal entity</li> <li>an official of any municipality or municipal entity</li> </ul> </div> <div style="width: 50%;"> <ul style="list-style-type: none"> <li>an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)</li> <li>a member of an accounting authority of any national or provincial public entity</li> <li>an employee of Parliament or a provincial legislature</li> </ul> </div> </div>																	
If any of the above boxes are marked, disclose the following: (insert separate page if necessary)																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; text-align: center;">Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th> <th rowspan="2" style="width: 30%; text-align: center;">Name of institution, public office, board or organ of state and position held</th> <th colspan="2" style="text-align: center;">Status of service (tick appropriate column)</th> </tr> <tr> <th style="width: 15%; text-align: center;">current</th> <th style="width: 20%; text-align: center;">Within last 12 months</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)		current	Within last 12 months								
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		current	Within last 12 months														



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\* Insert separate page if necessary

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

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

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• a member of any municipal council</li> <li>• a member of any provincial legislature</li> <li>• a member of the National Assembly or the National Council of Province</li> </ul> | <ul style="list-style-type: none"> <li>• an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)</li> </ul> |
| <ul style="list-style-type: none"> <li>• a member of the board of directors of any municipal entity</li> <li>• an official of any municipality or municipal entity</li> </ul>  | <ul style="list-style-type: none"> <li>• a member of an accounting authority of any national or provincial public entity</li> <li>• an employee of Parliament or a provincial legislature</li> </ul>   |

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

\* Insert separate page if necessary

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

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

\* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

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<b>SCHEDULE 1C: DECLARATION AFFIDAVIT &amp; TENDER CATEGORIES</b>
---

This form must be signed before the commissioner of oath

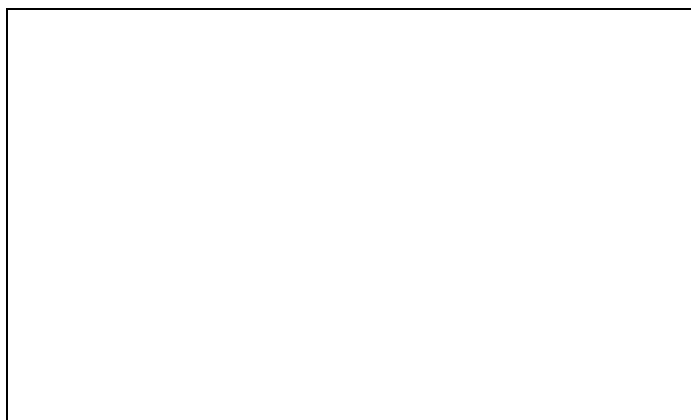
Signature of Signatory:.....

Date:.....

Name:.....

Tenderer:.....

Commissioner of oath:.....



**STAMP**

MORETELE LOCAL MUNICIPALITY

CONTRACT NO: MLM/CDS/IPF/DC/2024-25

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SCHEDULE 1D: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer’s attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer’s handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

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**SCHEDULE 1E: SCHEDULE OF PROPOSED SUBCONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors to work on this contract.

If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us

<b>No .</b>	<b>Name and Address of Proposed Subcontractor</b>	<b>Nature and Extent of Work</b>	<b>Previous Experience with Subcontractor</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed

Date

Name

Position

Tenderer

MORETELE LOCAL MUNICIPALITY

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APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF  
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SCHEDULE 1F : SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed

Date

Name

Position

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**CONTRACT NO: MLM/CDS/IPF/IDC/2024-25**

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**SCHEDULE 1G: SCHEDULE OF WORK SATISFACTORILY**  
**CARRIED OUT BY THE TENDERER**

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

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Signed

Date

Name

Position

**MORETELE LOCAL MUNICIPALITY****CONTRACT NO: MLM/CDS/IPF/D2024-25****APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF  
PRECAST CONCRETE PALISADE FENCE AT DOOKA CEMETERY****SCHEDULE 1H: PERSONNEL SCHEDULE**

<b>Job Description</b>	<b>Non-Local</b>	<b>Local</b>	<b>Qualifications</b>	<b>Experience (Years)</b>
Contract Manager				
Site Agent				
Quantity Surveyor				
Surveyors				
General Foreman				
Foremen				
Community Officers				
Clerks				
Operators				
Bricklayers				
Learner Bricklayers				
Steel fixers				
Watchmen				
Gang Bosses				
Pipe Layers				
Labourers				
* Other				

\* To be filled in by Tenderer

Signed

Date

Name

Position

Tenderer



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**SCHEDULE 11: DECLARATION CONCERNING FULFILMENT OF**  
**THE CONSTRUCTION REGULATIONS, 2014**

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

- I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.  
(Tick)

YES	
NO	

- Indicate which approach shall be employed to achieve compliance with the Regulations.  
(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	

- Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

4. Provide details of proposed training (if any) that will be undergone:

5. List potential key risks identified and measures for addressing risks:

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	
NO	

**SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:**

1. \_\_\_\_\_ ID NO: \_\_\_\_\_

**(Name in Print):**

2. \_\_\_\_\_ ID NO: \_\_\_\_\_

**(Name in Print):**

**CONTRACT NO: MLM/CDS/IPF/DC/2024-25**  
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST**  
**CONCRETE PALISADE FENCE AT DOOKA CEMETERY**  
**MORETELE LOCAL MUNICIPALITY**

**CONTRACT NO: MLM/CDS/IPF/DC/2024-25**

**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF**  
**PRECAST CONCRETE PALISADE FENCE AT DOOKA CEMETERY**

**SCHEDULE 1J: ESTIMATED MONTHLY CASH-FLOW**

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

<b>MONTH</b>	<b>VALUE</b>
1	
2	
3	
<b>TOTAL</b>	

Signed----- Date-----

Name-----Position-----

Tenderer-----

**MORETELE LOCAL MUNICIPALITY****CONTRACT NO: MLM/CDS/IPF/IDC/2024-25****APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF  
PRECAST CONCRETE PALISADE FENCE AT DOOKA CEMETERY****SCHEDULE 1K: FINANCIAL RATING****DETAILS OF CONTRACTOR'S BANK ACCOUNT**

I/We furnish the following information:

- a) Name of Bank: .....
- b) Branch of Bank: .....
- c) Town/city/suburb where bank is situated: .....
- d) Contact Person at the Bank: .....
- e) Telephone number of Bank: Code: ..... Number: .....
- f) Account Number: .....
- g) Bank rating (include confirmation from bank or financial institution): .....

.....

I/We hereby authorise the Employer to approach the above Bank for a reference.

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

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**SCHEDULE 2A: MUNICIPAL ACCOUNT FOR THE BUSINESS / DIRECTOR 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**

The tenderer must attach to this page, a copy municipal account for the business / director 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 MORETELE LOCAL Municipality

**MORETELE LOCAL MUNICIPALITY**

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<b>SCHEDULE 2B: ORIGINAL CIDB REGISTRATION CERTIFICATE</b>
--

The tenderer must attach to this page, a copy of the certificate of Contractor Registration issued by the Construction Industry Development Board.

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**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF**  
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<p><b>SCHEDULE 2D: CERTIFIED COPY OF DOCUMENTS OF INCORPORATION AND</b> <b>CERTIFIED COPY B-BBEE CERTIFICATE ISSUED BY SANAS</b></p>
--

The tenderer must attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

The tenderer must again attach to this page a certified copy of the B-BBEE certificate of his/her company. In case of a Joint Venture between two or more firms, the tenderer shall attach a copy of the Joint B-BBEE certificate must be submitted

**MORETELE LOCAL MUNICIPALITY**

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<p><b>SCHEDULE 2F: PRELIMINARY HEALTH AND SAFETY PLAN</b></p>
---

The tenderer must attach to this page a copy of the Preliminary Health and Safety Plan for the proposed work.



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<p><b>SCHEDULE 2G: CERTIFIED ID COPIES OF</b> <b>OWNERS/DIRECTORS/SHAREHOLDERS/MEMBERS</b></p>
--

The tenderer must attach to this page copies of Identity Document of Owners/Directors/Members/Shareholders.

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<b>SCHEDULE 2H: CSD SUMMARY</b>
---------------------------------

The tenderer must attach to this page a copy of the CSD summary not older than one month.

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**SCHEDULE 2I: LETTER OF GOOD STANDING WITH THE COMPENSATION FOR**  
**OCCUPATIONAL INJURIES AND DISEASES**

Letter of Good Standing with the Compensation for Occupational Injuries and Diseases Act. (COIDA Certificate).

MORETELE LOCAL MUNICIPALITY

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APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF  
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SCHEDULE 3A: RECORD OF ADDENDA TO TENDER DOCUMENTS

We 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.		

Attach additional pages if more space is required.

Signed	Date
Name	Position
Tenderer	

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**SCHEDULE 3B: EVALUATION CRITERIA**

**Scoring Financial Offers**

Score the financial offers of remaining responsive Bid offers using the following formula:

$N_{FO} = W_1 \times A$  where:

$N_{FO}$  = the number of Bid evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

Formula	Basis for comparison	Option 1
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$

where:

$P_m$  = the comparative offer of the most favourable Bid offer.

$P$  = the comparative offer of Bid offer under consideration.

Tenders will be evaluated for functionality based on the following criteria, prior to evaluation in terms of the 80/20 preference point system. A **minimum qualifying score of 70 %** must be achieved for functionality.

Criterion	Weight
Company Experience	40
Financial References	10
Key Personnel	30
Plant and Equipments	20
<b>TOTAL</b>	<b>100</b>

## THE EVALUATION CRITERIA (FUNCTIONALITY)

Item no	Criteria		WEIGHTING	Total Score
1.	<b>Company Experience</b>			
1.1	<b>CONCRETE PALISADE FENCING PROJECTS</b>		<b>30</b>	
	Over 3 similar assignments / projects	30		
	2 - 3 similar assignments / projects	25		
	1 similar assignments / projects	20		
	0 similar assignments / projects	0		
1.2	<b>OTHER FENCING RELATED WORKS</b>		<b>10</b>	
	Over 3 years similar assignments/ projects	10		
	2 - 3 similar assignments / projects	8		
	1 similar assignments / projects	6		
	0 similar assignments / projects	0		
2.	<b>FINANCIAL REFERENCES</b>		<b>10</b>	
2.1	<b>Tenderer submitted banking details, proof attached &amp; bank rating of:</b>			
	Bank rating of "A & B"	10		
	Bank rating of "C"	8		
	Bank rating of "D"	6		
	Bank rating of "E" & below	1		
2.2	<b>Audited Financial Statement</b>	N/A		
3.	<b>KEY PERSONNEL</b>		<b>30</b>	
3.1	Project/Contract manager has ND in Built Environment and has between 4 and 6 years' experience	15		
	Project/Contract manager has ND in Built Environment and has between 2 and 3 years' experience	10		
	Project/Contract manager has Certificate in in Built Environment and has between 3 and 5 years' experience	5		
3.2				
	Site Agent has NQF Level 5 and has more than 3 years' experience in civil or related works	10		
	Site Agent has NQF Level 5 and has less than 3 years' experience in civil or related	5		
3.3	Site Foreman has NQF level 2,3 or 4 and has more than 5 years' experience in civil or related works	5		

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	Site Foreman has NQF level 2,3 or 4 and has less than 5 years' experience in civil or related works	3		
<b>4.</b>	<b>COMPANY PLANT AND EQUIPMENTS</b>		<b>20</b>	
	More than 5 Items owned (Proof)	20		
	More than 5 Items with Proof of Hire Intend	15		
	Less than 5 Items	0		
		<b>100</b>	<b>TOTAL</b>	

**NB: TENDERERS TO SUBMIT CERTIFICATES AND PROOF. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS**

**THE MINIMUM SCORE FOR FUNCTIONALITY IS 70 POINTS**

**Moretele local Municipality procurement specific goals**

**80/20 R30 000-R50m**

**80=Price**

**20=Objectives Goals**

**BBBEE points in terms of the Preferential Procurement Policy Framework Act Regulations will be allocated as follows:**

<b>Women</b>	<b>5</b>
<b>Youth</b>	<b>5</b>
<b>Locality</b>	<b>5</b>
<b>BBB-EE</b>	<b>5</b>

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points</b>
1	5
2	4.5
3	4
4	3.5
5	3
6	2.5
7	2
8	1
Non-compliant contributor	0





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**T2.1      OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION**





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# **THE CONTRACT**

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION



**CONTRACT NO: MLM/CF/W16/24-25**  
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## **PARTC1: AGREEMENT AND CONTRACT DATA**

C1.1	3
C1.2	8
C1.3	<b>Error! Bookmark not defined.</b>
C1.4	<b>Error! Bookmark not defined.</b>
C1.5	<b>Error! Bookmark not defined.</b>



**CONTRACT NO: MLM/CF/W16/24-25**

**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT DOOKA CEMETERY**

**c1.1 FORM OF OFFER AND ACCEPTANCE**

**Offer**

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

**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT DOOKA CEMETERY**

The tenderer, identified in the offer signature block, 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 authorized, signing this part of the 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 PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)**

Rand (in words); R

(in figures)

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

Name and address of organization-----

Signature----- Name-----

Signature and Name of Witness: -----Signature-----Date-----

**Acceptance**

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

The terms of the contract are contained in:

PART C1 Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date 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 copy of the fully signed original 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.

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**For the Employer**

Signature -----

Name-----

Capacity-----

Stamp of the Organization



**Signature and Name of Witness**

Signature-----

Name-----

Capacity-----

**Schedule of Deviations**

Notes:

1. 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 Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become

the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,

3. 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,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

- 1 Subject .....  
Details .....
- 2 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 changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

**For the Tenderer:**

**For the Employer**

Signature-----

Signature-----

Name-----

Name-----

Capacity-----

Capacity-----

Name and address of organisation:

Name and address of organisation:

-----

-----

Witness Signature:-----Witness Name:-----Date:-----



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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



**CONTRACT NO: MLM/CF/W16/24-25**

**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT DOOKA CEMETERY**

**c1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993.**

This AGREEMENT made at ..... on this ..... day of ..... in the year ..... between MORETELE LOCAL MUNICIPALITY (hereinafter called "the Employer" on the one part, herein represented by ..... in his capacity as ..... And delegate of the Employer and ..... (hereinafter called "the Principal Contractor") of the other part, herein represented by ..... in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, as stated for in Contract No:.....For (description of contract).....

..... in the ..... **District of North West Province** and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003):

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
  - a) the date of the final certificate issued in terms of clause 6.10.9 of the General Conditions of Contract for Construction Works 2010 (Second Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2010"), as contained in the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clause 9.1;9.2 or 9.3 of the GCC 2010.
3. The Principal Contractor declares himself to be conversant with the following:-
  - a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
    - i. Section 8: General duties of employers to their employees.
    - ii. Section 9: General duties of employers and self-employed persons to persons other than employees

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- iii. Section 37: Acts or omissions by employees or mandatories and
  - iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
  - v. Construction Regulations 2003, and other safety regulations, as applicable.
- b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.
- 4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.
- 5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
- 6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
  - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

**SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION**

.....

**WITNESS:**     1..... 2.....

**NAME**

**(IN CAPITALS)** 1..... 2.....

**DATE:**            .....

**SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR**

.....

**WITNESS:**     1..... 2.....

**NAME**

**(IN CAPITALS)** 1..... 2.....

**DATE:**            .....



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**C1.3 PERFORMANCE GUARANTEE**

“Guarantor” means: .....

Physical address: .....

“Employer” means: .....

“Contractor” means: .....

“Engineer” means: .....

“Works” means: .....

“Site” means: .....

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R .....

Amount in words: .....

“Guaranteed Sum” means: The maximum aggregate amount of R .....

Amount in words: .....

“Expiry Date” means: .....

**CONTRACT DETAILS**

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

**PERFORMANCE GUARANTEE**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety-ship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity.....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....



**CONTRACT NO: MLM/CF/W16/24-25**  
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST**  
**CONCRETE PALISADE FENCE AT DOOKA CEMETERY**

**C1.5 CONTRACT DATA**

**C1.5.1 Contract Specific Data**

The Conditions of Contract are the General Conditions of Contract for Construction Works.

**Section 1: Data provided by the Employer.**

Clause	
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.1.15	The employer is the <b>Moretele Local Municipality</b> .
1.1.1.15	The IDS Senior Manager is <b>Mr P. Molautsi</b> The SCM representative is <b>Mrs M. Phenya</b>
1.1.1.16	The CDS Director is <b>Mrs D Lehari</b>
1.2.1	The employer's address for receipt of communication is: Telephone: <b>(012) 716 1359</b> Address: 4065B, Mathibestad, 0404
4.3	The Health and Safety Plan shall be delivered and approved before the site hand-over/commencement date.

## **Section 2: Data provided by the Contractor**

### **C1.5.2 Variations to the General Conditions of Contract**

The following amendments of the General Conditions of Contract 2010 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

## **4. CONTRACTOR'S GENERAL OBLIGATIONS**

### **4.1 EXTENT OF OBLIGATIONS AND LIABILITY**

Change the number of clauses 4.1.1 to 4.1.2 to read 4.1.2 and 4.1.3.

Add the following:

#### **“4.1.1 Contractor deemed to have inspected the Site**

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained.”

#### **4.1.2 Extent of Contractor' obligations**

Add the following to this sub-clause:

The Contractor shall, save in so far as it is legally or physically impossible,

- (a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and
- (b) provide all superintendence, labour, materials, Construction Equipment, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of



any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.

- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Construction Equipment stated on the prescribed form in the Tender Documents, or Construction Equipment equivalent thereto, are on the site when required.”

#### **4.3 LEGAL PROVISIONS**

Add the following sub-sub clauses:

##### **4.3.1.1 Mine Health and Safety Act, number 29 of 1996**

The Employer shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.

##### **4.3.1.2 Mineral Resources Petroleum Development Act, number 28 of 2002**

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract.”

#### **6. PAYMENT AND RELATED MATTERS**

##### **6.6 PROVISIONAL SUMS AND PRIME COST SUMS**

6.6.1.2.1 In the first line after the word "sums" insert “excluding VAT”

6.6.1.2.2 In the fourth line after the word "amount" insert “excluding VAT”



**CONTRACT NO: MLM/CF/W16/24-25**  
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**CONCRETE PALISADE FENCE AT DOOKA CEMETERY**

## **PART C2: PRICING DATA**

C2.1	17
C2.2	<b>Error! Bookmark not defined.</b>
C2.3	<b>Error! Bookmark not defined.</b>
C2.4	<b>Error! Bookmark not defined.</b>



**CONTRACT NO: MLM/CF/W16/24-25**  
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST**  
**CONCRETE PALISADE FENCE AT DOOKA CEMETERY**

**c2.1 PRICING INSTRUCTIONS**

- 1 For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

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

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

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment

for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 6.6 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the tenderer may be instructed to adjust prices, which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies without varying the sum tendered. Clause F.3.9 of the CIDB standard conditions of Tender contained in annex F of the CIDB Standard

for uniformity deals with the handling of arithmetic errors during the evaluation of tenders and sets out how the employer is to make such corrections when establishing the competitive position of tenderers. The employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.

- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

- 14 All rates and sums of money quoted in the bill of quantities shall be in rand and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to

payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

16. Labour intensive items are highlighted in the bills of quantities for the payment items relating to labour intensive works.

16.1 Those parts of the contract to be constructed using labour intensive methods have been marked in the bills of quantities with the letters LI in a separate column filled in against every item so designated. The works or part of the works so designated are to be constructed using labour intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The letters marked with LI are **not necessarily an exhaustive list** of all items which must be done by hand, and this clause does not override any of the requirements in the generic labour intensive specification in the Scope of Works.

16.2 Payment for items which are designated to be constructed using labour intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour intensive methods. Any unauthorised use of plant to carry out work which was to be done labour intensively will not be condoned and any work so constructed will not be certified for payment. If a contractor, through innovation on other activities, achieved the set LI requirement, but he did not perform all LI-marked activities through labour, he will not be penalized. However, if a contractor did not achieve the set LI target and constructed a LI-marked activity through other means, he **will not be paid** for that activity.

17. All cost for formal training to the targeted workforce (amongst others: allowances, wages, administration, transport, etc) shall be deemed to be included in the rates for Labour Intensive items.



**CONTRACT NO: MLM/CF/W16/24-25**

**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT DOOKA CEMETERY**

### **C.2.2 BILL OF QUANTITIES**

<b>Specification for Supply, delivery, and Installation of Ward 16 Dooka Fencing Cemetery</b>
---

No,	Description	Quality	Unit Price	Amount
1.	743m Steel Palisade Fencing (wide) and 1.8m ( Height)	743m		
2.	Opening Sliding Steel main gate 6m (Wide) and 1.8 (Hight)	1		
3.	Pedestrian steel opening gate 1.5m (Wide) and 1.8 (Height)	1		
4.	Erection of palisade fence including two gates Painted with black	1		
5.	Side Clearing	743m2		
	<b>TOTAL</b>			

#### **C3.1 DESCRIPTION OF WORKS**

##### **C3.1.1 Employer's Objectives**

The objective of the project is installing fence around Dooka cemetery

##### **C3.1.2 Overview and Location of Works**

The project is located at Dooka village and falls within the Moretele Local Municipal Jurisdiction.

##### **C3.1.3 Extent of Works**

The works will involve the following:

No	Works
1	<ul style="list-style-type: none"> <li>• Clearance for fence perimeter</li> <li>• Supply concrete palisade fence material and gates</li> <li>• Installation of all fence material and gates</li> </ul>

**C3.1.4 Location of the Works**

The village Ward 16 Dooka is situated in the North-West Province within the Moretele Local Municipality under the jurisdiction of Bojanala Platinum District. The village can be located using the following GPS co-ordinates of the start and end points:

**C3.1.5 Temporary Works**

No temporary works are envisaged on the contract.






**CONTRACT NO: MLM/CF/W16/24-25**
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT DOOKA CEMETERY**
**C3.2 DESCRIPTION OF WORKS**
**C3.1.1 Employer's Objectives**

The objectives of the project is install fence around Dooka cemetery

**C3.1.2 Overview and Location of Works**

The project is located at Dooka village and falls within the Moretele Local Municipal Jurisdiction.

**C3.1.3 Extent of Works**

The works will involve the following:

No	Works
1	<ul style="list-style-type: none"> <li>• Clearance for fence perimeter</li> <li>• Supply concrete palisade fence material and gates</li> <li>• Installation of all fence material and gates</li> </ul>

**C3.1.4 Location of the Works**

The village Ward 16 Dooka is situated in the North-West Province within the Moretele Local Municipality under the jurisdiction of Bojanala Platinum District. The village can be located using the following GPS co-ordinates of the start and end points:

**C3.1.5 Temporary Works**

No temporally works are envisaged on the contract.

**C3.1.6 General Information**
**PART C4: SITE INFORMATION**

c4.1	72
c4.2	72



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**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST**  
**CONCRETE PALISADE FENCE AT DOOKA CEMETERY**

**c4.1 SITE INFORMATION**

- C4.1.1 Material site investigation  
The material information will be available to the successful tenderer.

**c4.2 LOCALITY PLAN**

The locality plan is shown in the document under section C.3.1.4, page D.71

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## DECLARATION WITH REGARD TO COMPANY/FIRM

3.1. Name of  
company/firm.....

3.2. Company registration number:  
.....

3.3. 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]

3.4. 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.

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\*

---

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

1. a member of –
  1. any municipal council;
  2. any provincial legislature; or
  3. the national Assembly or the national Council of provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;

---

**YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

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

**YES**

1. If so, furnish particulars.

.....

.....

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?

3.8.1 If so, furnish particulars.

.....

2. 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**

- 
4. 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);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

3.9.1 If so, furnish particulars.

.....

.....

**YES/NO**

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

3.10.1 If so, furnish particulars.

.....

.....

.....

.....

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

3.11.1 If so, furnish particulars.

.....

.....

.....

.....



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

**YES**

3.10.1 If so, furnish particulars.

.....

.....

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

3.11.1 If so, furnish particulars.

.....

.....

## **CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

.....

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

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

**FALSE.**

.....

.....

Signature

Date

.....  
Position

.....  
Name

## 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“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

### 3.5. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.6.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based

on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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## 7.2 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document form part of the bid.
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:
  1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system.
  2. been convicted for fraud or corruption during the past five years.
  3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or 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"/>

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

4.7.1	If so, furnish particulars:
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### 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**

**MBD 9**

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

<sup>1</sup> 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 *pe 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 (MBD9) must be completed and submitted with the bid:

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

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

MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

in response to the invitation for the bid made by:

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(Name of Institution)

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

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**MBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

## **MDB 9**

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

.....

.....

Signature

Date

.....

.....

Position

Name of Bidder