



## TENDER DOCUMENT

<b>TENDER NO</b>		70/2025			
<b>TENDER DESCRIPTION</b>		APPOINTMENT OF THE SERVICE PROVIDER/S FOR CADASTRAL RE-PEGGING OR REPLACEMENT OF BEACONS IN PROMOSA EXTENSION 4 AND SUBDIVISION AND PEGGING EXTENSION 2 WITHIN JB MARKS LOCAL MUNICIPALITY			
<b>CLOSING DATE</b>	28/01/2026	<b>CLOSING TIME</b>	12:00		
<b>POSTAL ADDRESS:</b> JB Marks Local Municipality Attention: Supply Chain Management Unit P O Box 113 Potchefstroom, 2520		<b>TO BE SUBMITTED AT:</b> The Bid Box at the Records Office, Room 315 Third Floor, Municipal Building Dan Tloome Civic Centre C/O Sol Plaatjie Ave & Wolmarans Street Potchefstroom 2520			
<i>Clearly mark the Bid envelope with the bid number and title on the face of the envelope</i>  <i>Any tenders couriered to be submitted in the Municipality's Bid Box, any bids sent to the wrong recipient other than being submitted in the Bid Box will not be considered</i>					
<b>ATTENTION:</b>  FINANCIAL DIRECTORATE SUPPLY CHAIN MANAGEMENT UNIT JB MARKS LOCAL MUNICIPALITY POTCHEFSTROOM		A bid posted or couriered (at sender's risk) to the Municipality, PO Box 113, Potchefstroom, 2520, in good time so as to reach the Municipality before the above mentioned closing date and clearly indicated attention supply chain management unit, may be accepted on condition that it is placed in the correct Bid box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such bids are in fact lodged in the bid box.			
<b>SUMMARY FOR TENDER OPENING PURPOSES</b>					
NAME OF SERVICE PROVIDER: _____					
CENTRAL SUPPLIER DATABASE NO: _____					
<b>TOTAL BIDDING PRICE (INCLUDING VAT)</b>					
Total Bidding Price (Including VAT)		R			
<b>VALIDITY PERIOD:</b> <b>120 DAYS AFTER THE BID CLOSURE</b>					
<b>CONTACT DETAILS FOR</b>					
Bidding procedures and documents	Bid Scope and specifications				
Mr. B Sekolopo Boitshepo Tel: (018) 299 5162 E-mail: <a href="mailto:bsekolopo@jbmarks.gov.za">bsekolopo@jbmarks.gov.za</a>	Mr Owageng Melamu Tel: 018 299 5509/5411 E-mail: <a href="mailto:owagengm@jbmarks.gov.za">owagengm@jbmarks.gov.za</a>				

## CHECKLIST

Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the tender document:

DESCRIPTION OF DOCUMENT	DOCUMENT NO	YES	NO
Bid Conditions and Information			
Invitation to bid and details of the bidder	MBD 1		
Terms and Reference			
Current Municipal Certificate / Lease Agreement			
Pricing schedule – firm prices (purchases)	MBD 3.1		
Form of Offer and Acceptance			
Declaration of Interest	MBD 4		
Preference points claim form for preference points for Specific Goals	MBD 6.1		
Formal contracts for services	MBD 7.1		
Declaration of bidder's past supply chain management practices	MBD 8		
Certificate of independent bid determination	MBD 9		
Authority of Signatory			
General Conditions of contract and Bid Requirements			
Annexure A: Past Experience			

**Please sign on Completion.**

---

NAME OF THE BIDDER

---

SIGNATURE

---

DATE



## TENDER ADVERTISEMENT

### JB MARKS LOCAL MUNICIPALITY HOUSING DEVELOPMENT & PLANNING SPATIAL PLANNING & LAND USE MANAGEMENT

ITEM	CRITERIA	Minimum Threshold per category	Maximum Points												
A.1	<p><b>Completion of similar projects of land surveying</b></p> <p>5 or more = 10 With a total value of R200 001 – R500 000 and above,</p> <p>3 to 4 = 5 With a total value of R50 001 – R200 000 ,</p> <p>1 to 2 = 2 With a total value of 0 – R 50 000 ,</p> <ul style="list-style-type: none"> <li>• Previous experience and expertise in similar undertaking.</li> <li>• Provide appointment letter, reference letter and Surveyor General approved diagram.</li> </ul> <p><b><i>NB! Bidders must note that the municipality may contact companies for verification.</i></b></p>	5	10												
B.1	<p><b><u>Resources to Execute Project</u></b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left; padding: 2px;">Human Resources</th> </tr> </thead> <tbody> <tr> <td style="width: 70%; padding: 2px;">Professional Land Surveyor/s</td> <td style="width: 30%; text-align: center; padding: 2px;">points</td> </tr> <tr> <td style="padding: 2px;">-</td> <td style="text-align: center; padding: 2px;">-</td> </tr> <tr> <td style="padding: 2px;">- Attach detailed CV indicating a minimum of three (3) years' experience in Land Surveying</td> <td style="text-align: center; padding: 2px;">3</td> </tr> <tr> <td style="padding: 2px;">- Certified copy of Diploma or higher qualification in Land Surveying</td> <td style="text-align: center; padding: 2px;">3</td> </tr> <tr> <td style="padding: 2px;">- Certified copy of registration certificate with SAGC (South African Geomatics Council)</td> <td style="text-align: center; padding: 2px;">4</td> </tr> </tbody> </table>	Human Resources		Professional Land Surveyor/s	points	-	-	- Attach detailed CV indicating a minimum of three (3) years' experience in Land Surveying	3	- Certified copy of Diploma or higher qualification in Land Surveying	3	- Certified copy of registration certificate with SAGC (South African Geomatics Council)	4	10	10
Human Resources															
Professional Land Surveyor/s	points														
-	-														
- Attach detailed CV indicating a minimum of three (3) years' experience in Land Surveying	3														
- Certified copy of Diploma or higher qualification in Land Surveying	3														
- Certified copy of registration certificate with SAGC (South African Geomatics Council)	4														
<b>NB.</b>	<ul style="list-style-type: none"> <li>• The bidder must score minimum 15 points of functionality points and score minimum threshold per category to be evaluated further</li> <li>• Proof of completion certificate, reference letter and SG approval letter or copy of a General Plan on work performed.</li> <li>• Certified copy of qualification and registration letter/certificate with SAGC</li> </ul>														

Tenders are hereby invited in terms of Section 83 of Local Government: Municipal Systems Act 2000, (Act 32 of 2000) for:

**TENDER 70/2025**

**APPOINTMENT OF THE SERVICE PROVIDER/S FOR CADASTRAL RE-PEGGING OR REPLACEMENT OF BEACONS IN PROMOSA EXTENSION 4 AND SUBDIVISION AND PEGGING EXTENSION 2 WITHIN JB MARKS LOCAL MUNICIPALITY**

**DATE AND CLOSING TIME: (28/01/2025) at (12:00)**

Tender documents will be available from (time) on (day) (date) at the Supply Chain Office 104, First floor, Municipal building, Dan Tloome Complex, corner of Sol Plaatjie Avenue & Wolmarans Street, Potchefstroom upon payment of a non-refundable+ deposit of R300-00 per document and **all payments must be done at the Rates Hall, Dan Tloome Complex, Wolmarans Street, Potchefstroom.**

**A clarification meeting NOT applicable**

Telegraphic or electronic tender will not be accepted.

The Council is not compelled to accept the lowest or any tender. The successful tenderer will be required to enter into a formal contract regarding any part of the tender with Council.

Tenderers must supply the necessary information in order to comply with the requirements of Section 83 of the Local Government: Municipal Systems Act 2000, (Act 32 of 2000) and subject to the conditions of the Preferential Procurement Policy Framework Act 2000, (Act 5 of 2000) as well as the Regulations promulgated in terms of Section 5 of the Act.

Notice number??

.....  
**MR K KUMBE**  
**MUNICIPAL MANAGER**



## DEPARTMENT HOUSING DEVELOPMENT AND PLANNING

**TENDER 70/2025: APPOINTMENT OF THE SERVICE PROVIDER/S FOR CADASTRAL RE-PEGGING OR REPLACEMENT OF BEACONS IN PROMOSA EXTENSION 4 AND SUBDIVISION AND PEGGING EXTENSION 2 WITHIN JB MARKS LOCAL MUNICIPALITY**

NAME OF TENDERER	:	
VAT REGISTRATION NUMBER	:	
HEAD OFFICE STREET ADDRESS	:	
HEAD OFFICE POSTAL ADDRESS	:	
TELEPHONE NUMBER	:	
CELLULAR NUMBER	:	
FAX NUMBER	:	
E-MAIL ADDRESS	:	
TENDERER'S SIGNATURE	:	
DATE OF TENDER	:	
TOTAL TENDERED PRICE (INCLUDING VAT)	:	



## DEPARTMENT HOUSING DEVELOPMENT AND PLANNING

### **TENDER 70/2025: APPOINTMENT OF THE SERVICE PROVIDER/S FOR CADASTRAL RE-PEGGING OR REPLACEMENT OF BEACONS IN PROMOSA EXTENSION 4 AND SUBDIVISION AND PEGGING EXTENSION 2 WITHIN JB MARKS LOCAL MUNICIPALITY**

#### **SECTION 1**

##### **TENDER ADVERTISEMENT**

The advertisement is placed on the notice board for seven (7) days. The conditions stated on the advertisement must always be adhered to.

##### **1. GENERAL CONDITIONS OF TENDER**

###### **1.1 CONDITIONS OF DOCUMENT BINDING**

The Conditions of tender shall be considered as an agreement to all the Conditions stated.

###### **1.2 TENDER DOCUMENTS**

The Tender documents will be available at an amount of R300.00. Enquiries can be forwarded to the relevant project manager/s featured on the tender notice as a contact person/s.

##### **2. SITE INSPECTION**

Not applicable

##### **3. TENDER ALL-INCLUSIVE**

Tendered rates, prices and amounts entered in the Schedule of Quantities shall be all-inclusive, as further detailed in the Preamble to the Schedule of Quantities.

##### **4. SUBMISSION OF TENDER**

The tender documents must be submitted in total after the completion thereof, and all Tender documents and supporting documents must be submitted strictly in accordance with the instructions in the Tender notice and in these Conditions of Tender.

##### **After closing date**

All tenders shall remain valid for a period of three (4) months after the time and date set for the opening of Tender or until the Tenderer is relieved of this obligation by the Employer in writing at an earlier date.

## **5. ADDITIONAL INFORMATION**

The Employer reserves the right to call for further information or clarification of the qTender if the information, data, design calculations and drawings (as applicable) required to be submitted by the Tenderer in terms of the certificates, schedules and forms are insufficient.

The Tenderer shall furnish such additional information within the time stipulated in such a call for further information.

## **6. OPENING OF TENDERS**

During tender opening, names of Tenderers will be read out.

## **7. CANVASSING BY TENDERERS**

Tenderers shall not make any attempt either directly or indirectly to canvass or influence any member or any of the Employer's officials or agents in respect of the award of the tender or to obtain any information about Tender submitted by other Tenderers. Tenderers who do not abide by the above will be immediately disqualified.

## **8. REMUNERATION OF LABOURERS**

None



## DEPARTMENT HOUSING AND DEVELOPMENT PLANNING

### TENDER 70/2025: APPOINTMENT OF THE SERVICE PROVIDER/S FOR CADASTRAL RE-PEGGING OR REPLACEMENT OF BEACONS IN PROMOSA EXTENSION 4 AND SUBDIVISION AND PEGGING EXTENSION 2 WITHIN JB MARKS LOCAL MUNICIPALITY

#### **SECTION 2: PROCUREMENT REQUIREMENTS**

#### **SECTION 2A: PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

##### **PURCHASES**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDI's), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022**  
**GENERAL CONDITIONS**

#### **1.1 PREAMBLE**

The JB Marks Local Municipality aims to improve the quality of life of all citizens and to free the potential of each person. Within a framework of facilitating service delivery, through efficient and effective governance, the Municipality wishes to take into account the need for transparent and effective procurement procedures that give effect to the principle of preferential procurement.

#### **1.2 DEFINITIONS**

In this by-law, unless the context otherwise indicates:

- 1.2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid document, including conditions as specified in the Procurement By-law and Strategy Terms of Reference Act (Act 5 of 2000) and related legislation.
- 1.2.2 **“Chairperson”** means the chairperson of the Bid Committee.
- 1.2.3 **“Municipal Manager”** means the Municipal Manager of the Municipality.
- 1.2.4 **“Committee”** refers to the Bid Committee.
- 1.2.5 **“Contractor”** refers to bidders who have been successful in being awarded Municipality contracts.
- 1.2.6 **“Municipality”** refers to the JB Marks Local Municipality
- 1.2.7 **“Equity ownership”** refers to the percentage ownership and control, exercised by individuals within an enterprise.

1.2.8 “**HDI equity ownership**” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of an HDI.

1.2.9 “**Member**” means a member of the Bid Committee.

1.2.10 “**Historically disadvantaged individuals (HDIs)**” means all South African citizens–

- (i) Who, due to the apartheid by-law that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and / or
- (ii) Who is a female; and / or
- (iii) Who has a disability;

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI. “

1.2.11 “**SMMEs**” (Small, Medium and Micro Enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Please note the attached addendum for a definition of SMMEs for different economic sectors.

1.2.12 “**Bid Advice Centre**” refers to a centre established and operated by Municipality, which provides information and assistance to SMMEs in general, and bidders bidding for Municipality goods and services.

1.2.13 “**Contract**” refers to a legally binding agreement between the Municipality and the Contractor.

1.2.14 “**Functionality**” refers to the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service or commodity and the technical capacity and ability of a tenderer;

### **1.3 LEGISLATIVE BASE**

This policy is governed by the following legislation and informed by the following by- law frameworks:

1.3.1 Constitution of South Africa (Act 108 of 1996)

1.3.2 Local Governmental Structures Act (Act 117 of 1998)

1.3.3 Local Government Systems Act (Act 32 of 2000)

1.3.4 Local Government Transition Act (Act 209 of 1993), if applicable.

1.3.5 Preferential Procurement By-law Framework Act (Act 5 of 2000)

1.3.6 Preferential Procurement By-law Framework Act, 2000: Preferential Procurement Regulations, 2022

1.3.7 Rationalisation of Local Government Affairs Act (Act 10 of 1998)

1.3.8 Green Paper on Public Sector Procurement Reform in South Africa

1.3.9 Ten Point Plan for Public Sector Procurement Reform in South Africa.

#### 1.3.10 SPECIFIC GOALS

1.3.11 Municipal Finance Management Act (Act No. 56 of 2003).

### 1.4 SCOPE

This by-law applies to all contracts awarded by the Municipality.

### 1.5 PURPOSE

The purpose of the policy is to provide a framework within which effect can be given to the principle of preferential procurement, while ensuring that transparent, efficient and effective procurement practices are adhered to.

### 1.6 OBJECTIVES

The objectives of the Municipality's Supply Chain Management by-law are to:

- 1.6.1 Provide clarity on the Municipality's approach to procurement, particularly with regards to the requirements of preferential procurement.
- 1.6.2 Provide access to contracts for historically disadvantaged individuals.
- 1.6.3 Promote SMME participation.
- 1.6.4 Promote capacity development and skills transfer.
- 1.6.5 Promote community empowerment and development.
- 1.6.6 Promote job creation.
- 1.6.7 Create an enabling contractual environment.
- 1.6.8 Promote contractor development

### 1.7 GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS INTERACTION WITH BIDDERS

In dealing with bidders bidding for Municipality work, the Municipality will adhere to the principles of:

#### 1.7.1 Efficiency

1.7.1.1 The Municipality undertakes to administer the procurement process in the most efficient manner possible, avoiding time delays and duplication of activities.

1.7.1.2 Where such delays are unavoidable, the Municipality undertakes to inform all bidders of the nature of the delay and the revised time frames.

#### 1.7.2 Courtesy

All staff members of the Municipality will deal with bidders in a courteous and respectful manner.

#### 1.7.3 Transparency

1.7.3.1 The bid process will be open to the scrutiny of the public and interested parties.

1.7.3.2 The Municipality will take all reasonable steps to ensure that its processes are clearly defined and understandable to all interested parties.

#### **1.7.4 Access to Information**

The Municipality will take reasonable steps to ensure that all bidders have equal access to information on the product or service to be bid, as well as the bid process itself.

### **1.8 COMPLAINTS/DISQUALIFICATIONS**

Should any issues of concern with regard to the procurement process arise, the following steps will apply:

#### **1.8.1 A bid will be subject to rejection/disqualification when:**

1.8.1.1 A supplier provided false information.

1.8.1.2 Under pressure or influence was exerted on a person involved in evaluating a bid.

1.8.1.3 A financial reward was provided to a person involved in evaluating a bid.

1.8.1.4 A person involved in evaluating a bid has a material interest in the outcome of the application, and has not declared such interest, or has not recused him/herself from the evaluation process of such a bid.

#### **1.8.2 In such cases the following steps should be taken:**

1.8.2.1 The Municipal Manager will investigate the matter and make recommendations to the Bid Committee.

1.8.2.2 The Bid Committee will decide or make recommendations to Municipality, for a resolution on the matter.

1.8.2.3 A written notice will be sent to the bidder or service provider requiring him/her to make a representation to the Bid Committee on how the issues of concern will be addressed, within 14 days of receiving the notice, subject to it being an issue which can in fact be addressed.

1.8.2.4 The Bid Committee will consider the representation and if they are not satisfied that the issues of concern have been addressed will:

- i) Disqualify the bid
- ii) Recover any losses or damages suffered by Municipality due to the failure to comply.
- iii) Bar the bidder from being considered for any bid for a defined period of time.

1.8.2.5 The bidder will be notified in writing on:

- i) The reasons for the decision.
- ii) His/her right to appeal against the Bid Committee's decision.
- iii) Name of a contact person to discuss the matter.

1.8.2.6 The Bidder must launch an appeal:

- i) Within 14 days of the date of notice.
- ii) Setting out the grounds for the appeal.
- iii) Addressed to the Procurement Appeals Tribunal with copies to the Municipal Manager.

1.8.2.7 The Procurement Appeals Tribunal will hear the appeal.

- i) The tribunal will comprise of 3 or 5 (uneven number) arbitrators.
- ii) Councillors or Municipality employees may not be members of the Tribunal.

1.8.2.3 The Municipal Manager must produce procedures for administering the appeals process and revise these on an annual basis.

## 1.9 EVALUATION

### 1.9.1 IMPLEMENTATION FRAMEWORK

This Tender will be adjudicated in accordance with the preference points system described in the Preferential Procurement By-law Framework Act, 2000 (Act 5 of 2000) and the Regulations thereto published in Government Gazette 34350, Notice No 502 of 8 June 2022.

### 1.9.2 EXAMINATION OF TENDER AND DETERMINATION OF RESPONSIVENESS

#### 1.9.2.1 Pre-evaluation investigation of tender.

Prior to the detailed evaluation of tender, the Employer will determine whether each tender:

- i) Meet the requirements of these Conditions of Tender
- ii) Complies with the tender submission requirements in all other respects.

#### 1.9.2.2 Responsive (acceptable) tender

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

- i) Could detrimentally affect the scope, quality, or performance of the works;
- ii) Changes the Employer's or the Tenderers risks and responsibilities under the contract; or
- iii) Would affect the competitive position of other tender' presenting responsive tender, it was to be rectified.

#### 1.9.2.3 A person awarded a contract, may not subcontract more than 25% of the value of the contract to any third party.

#### 1.9.2.4 Non-responsive tender

If the tender does not meet the requirement or is not responsive, it will be rejected by the Employer, and may not subsequently be made acceptable to the Employer by correction or withdrawal of the non-conforming deviation or reservation.

## **2. ADJUDICATION OF TENDER USING A POINTS SYSTEM**

The Employer using the system as set out in the Preferential Procurement Regulations 2011 will adjudicate responsive tender. Points are awarded on the basis of:

- i) the tendered price

The Employer will normally award the contract to the Tenderer obtaining the highest number of points, but will not be subjected to accept any tender.

### **2.1 SPECIFIC GOALS**

### **3. FUNCTIONALITY**

- Refer to page 37

## PREFERENCE POINTS CLAIM FORM

### 3. POINTS AWARDED FOR SPECIFIC GOALS

3.1. 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:

3.2. 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: 80/20 preference point system is applicable, corresponding points are also indicated as such.**

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)  (To be completed by the organ of state)	Proof of Documents	Comments (attached/not attached)
1. HDI (BLACK PERSON)	10	1. CERTIFIED ID COPY	
2. YOUTH	2	2. CERTIFIED ID COPY TO PROOF AGE	
3. FEMALE	2	3. CERTIFIED ID COPY AND CSD MUST BE USED AS PROOF OF GENDER	
4. DISABLED	2	4. A MEDICAL REPORT AND FUNCTIONAL ASSESSMENT REPORT BY A MEDICAL PRACTITIONER medical report and functional assessment report, by a	

		medical practitioner recognised by SASSA, confirming your disability	
5. JB MARKS JURISDICTION	2	5. MUNICIPAL WATER & LIGHTS ACCOUNT FOR COMPANY AND ALL DIRECTORS NOT IN ARREARS IN THE LAST 3 MONTHS/LEASE AGREEMENT OLDER THAN 6 MONTHS WITH MUNICIPAL ACCOUNT& PROOF OF PAYMENT TO LANDLORD	
6. DR KK JURISDICTION	2	6. MUNICIPAL WATER & LIGHTS ACCOUNT FOR COMPANY AND ALL DIRECTORS NOT IN ARREARS IN THE LAST 3 MONTHS/LEASE AGREEMENT OLDER THAN 6 MONTHS WITH MUNICIPAL ACCOUNT& PROOF OF PAYMENT TO LANDLORD	
<b>TOTAL SPECIFIC GOALS</b>	<b>20</b>		

## 5. SUB-CONTRACTING

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

*(Tick applicable box)*

YES	NO
-----	----

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....% .....
- ii) The name of the sub-contractor.....
- iii) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

YES	NO
-----	----

- iv) 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		

## 6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm:.....

6.2 VAT registration number:.....

6.3 Company registration number:.....

### 6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

### 6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....

### 6.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

### 6.7 MUNICIPAL INFORMATION

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

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

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

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

### WITNESSES

1. .....

2. .....

.....  
.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

## CONTRACT FORM – PURCHASE OF GOODS / SERVICES

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

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

I the undersigned (Full names ..... ) duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **JB Marks Local Municipality** in accordance with the requirements and specifications stipulated in bid number **TENDER 70/2025: APPOINTMENT OF THE SERVICE PROVIDER/S FOR CADASTRAL RE-PEGGING OR REPLACEMENT OF BEACONS IN PROMOSA EXTENSION 4 AND SUBDIVISION AND PEGGING EXTENSION 2 WITHIN JB MARKS LOCAL MUNICIPALITY** at the price/s tendered. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the municipality during the validity period indicated and calculated from the closing time of bid.

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

- (i) Bidding documents, *viz*
  - Invitation to bid;
  - Tax clearance certificate;
  - Pricing schedule(s);
  - Technical Specification(s);
  - Preference claims for specific goals;
  - Declaration of interest;
  - Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination;
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

- 2. I confirm that I have satisfied myself as to the correctness and validity of the bid; that the price(s) and rate(s) tendered cover all the goods and/or services specified in the bidding documents; that the price(s) and rate(s) cover all my/the Company's/Close Corporation's obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own or the Company's/Close Corporation's risk.
- 3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.
- 4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 5. I confirm that I am duly authorised to sign this contract.

NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE TENDER/BID WAS AWARDED (PRINT)

(i) (Sole Supplier) (Full names..... (Identity Nr) .....

(ii) (Registered name of Company/ Close Corporation).....

(Registration Nr.).....) and herein represented by ....., in  
his/ her capacity as .....duly authorised thereto **according to a Directors/**

**Members resolution of which a copy is attached)**

**SIGNED AT** ..... **ON THIS** ..... **DAY OF** ..... **2025**

**SIGNATURE**.....

**CAPACITY**.....

**WITNESSES**

1.....

**CONTRACT FORM – PURCHASE OF GOODS / WORKS**

**5. PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)**

I Mr K Kumbe in my capacity as Municipal Manager accept your bid under reference number **TENDER 70/2025: APPOINTMENT OF THE SERVICE PROVIDER/S FOR CADASTRAL RE-PEGGING OR REPLACEMENT OF BEACONS IN PROMOSA EXTENSION 4 AND SUBDIVISION AND PEGGING EXTENSION 2 WITHIN JB MARKS LOCAL MUNICIPALITY**

dated ..... for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM	DESCRIPTION	FUNCTION	Minimum Erf Size	Total number of erven	TOTAL COST		
			0 – 380m <sup>2</sup>	0 to 596			
			0 – 320m <sup>2</sup>	31 to 50			
				51 to 75			
				76 to 100			
			<b>SUB TOTAL</b>				
			<b>15 % VAT</b>				
			<b>TOTAL</b>				

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

**SIGNED AT** ..... **ON THIS** ..... **DAY OF** ..... **2025**

**SIGNATURE** .....  
**NAME (PRINT)** **MR K KUMBE**  
**MUNICIPAL MANAGER**

OFFICIAL STAMP

**WITNESSES**

- 1.....
- 2.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<input type="checkbox"/>	<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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		

## **CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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**

---

**CERTIFICATE OF INDE  
GENERAL CPENDENT BID DETERMINATION**

- 1 This Municipal 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. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract. .
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

<sup>1</sup> Includes price tendered, 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.

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I,..... the undersigned, in submitting the accompanying bid:  
**APPOINTMENT OF THE SERVICE PROVIDER/S FOR CADASTRAL RE-PEGGING OR REPLACEMENT OF BEACONS IN PROMOSA EXTENSION 4 AND SUBDIVISION AND PEGGING EXTENSION 2 WITHIN JB MARKS LOCAL MUNICIPALITY**

in response to the invitation for the bid made by:

**JB MARKS LOCALMUNICIPALITY**

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

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<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.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of the Bidder**

**<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.**

## AUTHORITY OF SIGNATORY

Details of person responsible for Tender process:

Name		
Contact number	(        )	
Address of office submitting the Tender		
Telephone no	(        )	
Fax no	(        )	
E-mail address		

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on (date).....

Mr./Ms.....has been duly authorized to sign all documents in connection with **APPOINTMENT OF THE SERVICE PROVIDER/S FOR CADASTRAL RE-PEGGING OR REPLACEMENT OF BEACONS IN PROMOSA EXTENSION 4 AND SUBDIVISION AND PEGGING EXTENSION 2 WITHIN JB MARKS LOCAL MUNICIPALITY**

and any Contract which may arise there from on behalf of

(BLOCK CAPITALS) .....

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS / HER CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES 1. ....

2. ....

**6. TABLE OF CLAUSES**

- 41. Definitions
- 42. Application
- 43. General
- 43. Standards
- 43. Use of contract documents and information; inspection
- 44. Patent rights
- 44. Performance security
- 44. Inspections, tests and analysis
- 45. Packing
- 45. Delivery and documents
- 45. Insurance
- 45. Transportation
- 45. Incidental services
- 46. Spare parts
- 46. Warranty
- 46. Payment
- 46. Prices
- 47. Increase / Decrease of quantities
- 47. Contract amendments
- 47. Assignment
- 47. Subcontracts
- 47. Delays in the provider's performance
- 47. Penalties
- 47. Termination for default
- 48. Anti-Dumping and countervailing duties
- 49. Force Majeure
- 49. Termination for insolvency
- 49. Settlement of disputes
- 49. Limitation of liability
- 49. Governing language
- 49. Applicable law
- 49. Notices
- 50. Taxes and duties
- 50. Transfer of contracts
- 50. Amendment of contracts
- 51 - 54. Bid Requirements

<b>General Conditions of Contract</b>	
<b>1. Definitions</b>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 "Contract" means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 "Contract price" means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12 "Force majeure" means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>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.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p>

<b>General Conditions of Contract</b>	
	<p>1.15 "Goods" means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.</p> <p>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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>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.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>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 provider covered under the contract.</p> <p>1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
<b>2. Application</b>	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.</p>
<b>4. Standards</b>	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>5. Use of Contract documents and information; inspection.</b>	5.1 The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be

<b><u>General Conditions of Contract</u></b>	
	<p>necessary for purposes of such performance.</p> <p>5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.</p> <p>5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
<b>6. Patent rights</b>	<p>6.1 The provider 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.</p> <p>6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.</p>
<b>7. Performance security</b>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(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</p> <p>(b) a cashier's or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.</p>
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p>

<b><u>General Conditions of Contract</u></b>	
	<p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider 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 providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<b>9. Packing</b>	<p>9.1 The provider shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.</p>
<b>10. Delivery and documents</b>	10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.
<b>11. Insurance</b>	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.
<b>12. Transportation</b>	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
<b>13. Incidental services</b>	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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 provider of any warranty obligations under this contract; and</li> <li>(e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the</li> </ul>

<b><u>General Conditions of Contract</u></b>	
	<p>supplied goods.</p> <p>13.2 Prices charged by the provider 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 provider for similar services.</p>
<b>14. Spare parts</b>	<p>14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:</p> <p>(a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>15. Warranty</b>	<p>15.1 The provider 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 provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.</p> <p>15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.</p>
<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.</p> <p>16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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 provider.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p>
<b>17. Prices</b>	<p>17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices tendered by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.</p>

<b>General Conditions of Contract</b>	
<b>18. Increase / decrease of quantities</b>	18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
<b>19. Contract amendments</b>	19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
<b>20. Assignment</b>	20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
<b>21. Subcontracts</b>	21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
<b>22. Delays in the provider's performance</b>	<p>22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.</p> <p>22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.</p> <p>22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.</p> <p>22.5 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 provider'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 provider.</p>
<b>23. Penalties</b>	23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
<b>24. Termination for default</b>	<p>24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(a) if the provider 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 22.2;</li> <li>(b) if the provider fails to perform any other obligation(s) under the contract; or</li> <li>(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the</li> </ul>

<b><u>General Conditions of Contract</u></b>	
	<p>contract.</p> <p>24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.</p> <p>24.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>24.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.</p> <p>24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.</p> <p>24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"> <li>(i) the name and address of the supplier and / or person restricted by the purchaser;</li> <li>(ii) the date of commencement of the restriction;</li> <li>(iii) the period of restriction; and</li> <li>(iv) the reasons for the restriction.</li> </ul> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>24.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
<b>25. Anti-dumping and counter-vailing duties and rights</b>	<p>25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>

<b>General Conditions of Contract</b>	
<b>26. Force Majeure</b>	<p>26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.</p>
<b>27. Termination for insolvency</b>	<p>27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
<b>28. Settlement of Disputes</b>	<p>28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.</p> <p>28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider 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.</p> <p>28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>28.4 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ul style="list-style-type: none"> <li>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li> <li>(b) the purchaser shall pay the provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.</li> </ul>
<b>29. Limitation of liability</b>	<p>29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ul style="list-style-type: none"> <li>(a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and/or damages to the purchaser; and</li> <li>(b) the aggregate liability of the provider 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.</li> </ul>
<b>30. Governing language</b>	<p>30.1 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.</p>
<b>31. Applicable law</b>	<p>31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p>
<b>32. Notices</b>	<p>32.1 Every written acceptance of a bid shall be posted to the provider 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.</p> <p>32.2 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.</p>

<b><u>General Conditions of Contract</u></b>	
<b>33. Taxes and duties</b>	<p>33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.</p>
<b>34. Transfer of contracts</b>	34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.
<b>35. Amendment of contracts</b>	35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

## BID REQUIREMENTS OF JB MARKS LOCAL MUNICIPALITY

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED

**CENTRAL SUPPLIER DATABASE (CSD) NO:**

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE: AREA CODE:

NUMBER

FACSIMILE: AREA CODE:

NUMBER

E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a tax clearance certificate been submitted

YES / No

Income Tax Number

Name of taxpayer

Identity number of taxpayer (if applicable)

Employer's PAYE registration number (if applicable)

Company or CC Registration No

Are you the accredited representative in South Africa  
for the goods / services offered by you?

YES No / NOT APPLICABLE

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

## PAST EXPERIENCE

Tenderers must furnish hereunder details of similar services, which they have satisfactorily completed in the past.

DATE

**SIGNATURE OF TENDERER**

## REQUIRED DOCUMENTATION

### A PUBLIC COMPANY or SECTION 21 COMPANY

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

*In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.*

### A CLOSE CORPORATION

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

*If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.*

### A TRUST

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

### A PARTNERSHIP

A certified copy of the Partnership Agreement.

### A SOLE PROPRIETOR

A certified copy of the Owner's ID document.

In all cases, a valid Tax Clearance certificate is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested.

ITEM	CRITERIA	Minimum Threshold per category	Maximum Points												
A.1	<p><b>Completion of similar projects of land surveying</b></p> <p>5 or more = 10 With a total value of R200 001 – R500 000 and above,</p> <p>3 to 4 = 5 With a total value of R50 001 – R200 000 ,</p> <p>1 to 2 = 2 With a total value of 0 – R 50 000 ,</p> <ul style="list-style-type: none"> <li>• Previous experience and expertise in similar undertaking.</li> <li>• Provide appointment letter, reference letter and Surveyor General approved diagram.</li> </ul> <p><b><i>NB! Bidders must note that the municipality may contact companies for verification.</i></b></p>	5	10												
B.1	<p><b><u>Resources to Execute Project</u></b></p> <table border="1"> <thead> <tr> <th colspan="2">Human Resources</th> </tr> <tr> <th>Professional Land Surveyor/s</th> <th>points</th> </tr> </thead> <tbody> <tr> <td>-</td> <td></td> </tr> <tr> <td>- Attach detailed CV indicating a minimum of three (3) years' experience in Land Surveying</td> <td>3</td> </tr> <tr> <td>- Certified copy of Diploma or higher qualification in Land Surveying</td> <td>3</td> </tr> <tr> <td>- Certified copy of registration certificate with SAGC (South African Geomatics Council)</td> <td>4</td> </tr> </tbody> </table>	Human Resources		Professional Land Surveyor/s	points	-		- Attach detailed CV indicating a minimum of three (3) years' experience in Land Surveying	3	- Certified copy of Diploma or higher qualification in Land Surveying	3	- Certified copy of registration certificate with SAGC (South African Geomatics Council)	4	10	10
Human Resources															
Professional Land Surveyor/s	points														
-															
- Attach detailed CV indicating a minimum of three (3) years' experience in Land Surveying	3														
- Certified copy of Diploma or higher qualification in Land Surveying	3														
- Certified copy of registration certificate with SAGC (South African Geomatics Council)	4														
<b>NB.</b>	<ul style="list-style-type: none"> <li>• The bidder must score minimum 15 points of functionality points and score minimum threshold per category to be evaluated further</li> <li>• Proof of completion certificate, reference letter and SG approval letter or copy of a General Plan on work performed.</li> <li>• Certified copy of qualification and registration letter/certificate with SAGC</li> </ul>														

#### **4. PROCESS TO BE CONFIDENTIAL**

Information supplied by Tenderers relating to the examination, clarification, evaluation and adjudication of tender and recommendations for the award of a contract will not be disclosed to Tenderers or any other person not officially concerned with such processes. Any effort by a Tenderer to influence the Employer's processing of tender or award decision may result in the rejection of his tender.

#### **5. DISQUALIFICATIONS**

Non-compliance with the Preferential Procurement By-law Framework Act.



## DEPARTMENT HOUSING DEVELOPMENT AND PLANNING

### TENDER 70/2025: APPOINTMENT OF THE SERVICE PROVIDER/S FOR CADASTRAL RE-PEGGING OR REPLACEMENT OF BEACONS IN PROMOSA EXTENSION 4 AND SUBDIVISION AND PEGGING EXTENSION 2 WITHIN JB MARKS LOCAL MUNICIPALITY

#### **SECTION 3: GENERAL CONDITIONS OF CONTRACT**

##### **1. STANDARD, PARTICULAR AND SPECIAL CONDITIONS OF CONTRACT**

None

##### **2. SCOPE**

###### **2.1 General Description of Works**

To conduct cadastral re-pegging or replacement of beacons in Promosa in Extension 4 and subdivision of the land and pegging Promosa Extension 2.

##### **3. NATURE OF WORK**

To amend the General Plans of Promosa Extension 4 and Promosa Extension 2.

##### **4. CONSTRUCTION**

###### **4.1 Programme and Methods**

In general the works may be programmed at the discretion of the Contractor, subject to the approval of the Employer. The programme shall set out a quick and systematic method of constructing the works, minimizing the disruption of the normal flow of activities.

###### **4.2 Methods**

###### **4.2.1 According to specifications attached**

###### **4.2.2 Finishing**

The works shall be fully completed in accordance with the specification and demonstrating the placement of beacons around the area of operation being accepted by the project manager after completion.

###### **4.2.3 Retention**

None

###### **4.2.4 Contract period and penalty**

The service will be executed by placing beacons and subdivision of portion of the General Plan. The completion shall be by demonstration of the beacons and the amended General Plan as approved by the Surveyor General Plan.

### **PS3 APPLICABLE STANDARDIZED AND PARTICULAR SPECIFICATION**

For the purpose of this Contract, the following standardized and particular specification shall apply:

#### **5. SCHEDULE OF TARIFF**

##### **PREAMBLE**

1. The General Conditions of contract, the Special Conditions of Contract, the Specifications (including the Project and Particular Specifications) are to be read in conjunction with the Schedule of Tariff.
2. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.
3. The Tenderer is at liberty to insert a rate of his own.

**NB: PLEASE ENSURE THAT YOU HAVE ATTACHED THE FOLLOWING DOCUMENTS. FAILURE OF WHICH YOUR TENDER WILL BE DEEMED TO BE DISQUALIFIED.**

- 3.1 All documents submitted must be either original or certified as original.
- 3.2 All documents must be valid on the closing date of submission of tender.
- 3.3 A valid original Tax Clearance Certificate issued by the Receiver of Revenue.
- 3.4 Joint Venture Agreement (if applicable).
- 3.5 In terms of Joint Venture, Tax Clearance Certificate of both Joint Venture Partners should be submitted (if applicable).
- 3.6 Copies of Identity Documents of Partners or Directors.
- 3.7 Copy of Company Registration Certificate from Registrar of Companies.
- 3.8 Letter of intent for the use of local labour when placing beacons/re-pegging
- 3.9 Declaration of Interest form.
- 3.10 Request to order: Supply Chain Management form.
- 3.11 Municipal account of company and all directors not in arrears for more than three (3) months.
- 3.12 A complete CSD Report.



## DEPARTMENT HOUSING DEVELOPMENT AND PLANNING

### TENDER 70/2025: APPOINTMENT OF THE SERVICE PROVIDER/S FOR CADASTRAL RE-PEGGING OR REPLACEMENT OF BEACONS IN PROMOSA EXTENSION 4 AND SUBDIVISION AND PEGGING EXTENSION 2 WITHIN JB MARKS LOCAL MUNICIPALITY

#### TENDER SPECIFICATIONS

- Appointment of a suitably experienced and competent service provider to conduct a cadastral survey work for placing beacons/re-pegging in Promosa Extension 4 and cadastral survey work, including the development of a layout plan in Promosa Extension 2
- Topographical Survey and pegging of land
- Subdivision of land
- Secure number of erven from the Surveyor General office
- Survey and peg the identified erf/erven/portions
- Submit the necessary survey documents to the office of the Surveyor General for examination and approval
- Obtain an approved amended General Plan by the Surveyor General office

#### SCOPE OF WORK

	Promosa Extension 4	Portion 376 of Erf 2170 Pomosa Extension 2
<b>Community participation</b>	Active participation by those affected by development in a form of replacing beacons in accordance with an approved General Plan by Surveyor General. Surveying/replacing beacons/re-pegging	None (land vacant)
<b>Topographical Survey</b>	None (existing layout plan)	Topographical survey of the existing or new settlement should be conducted for planning purpose. Topographical survey will assist in the Subdivision/layout planning process.
<b>Cadastral survey</b>	Professional Land Surveyor will subdivide <b>erf</b> and <b>determine</b> beacons/peg according to the <b>approved General Plan</b> . The survey shall be conducted in accordance with Land Survey Act No. 8 of 1997.	Professional Land Surveyor will subdivide <b>township</b> and <b>replace</b> beacons/peg according to the <b>proposed subdivision layout</b> . The survey shall be conducted in accordance with Land Survey Act No. 8 of 1997.



## DEPARTMENT HOUSING DEVELOPMENT AND PLANNING

### **TENDER 70/2025: APPOINTMENT OF THE SERVICE PROVIDER/S FOR CADASTRAL RE-PEGGING OR REPLACEMENT OF BEACONS IN PROMOSA EXTENSION 4 AND SUBDIVISION AND PEGGING EXTENSION 2 WITHIN JB MARKS LOCAL MUNICIPALITY**

#### **JB MARKS LOCAL MUNICIPALITY**

##### **Form of Offer and Acceptance**

###### **Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER 70/2025: APPOINTMENT OF THE SERVICE PROVIDER/S FOR CADASTRAL RE-PEGGING OR REPLACEMENT OF BEACONS IN PROMOSA EXTENSION 4 AND SUBDIVISION AND PEGGING EXTENSION 2 WITHIN JB MARKS LOCAL MUNICIPALITY**

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

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

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

..... 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.

Signature ..... Date .....

Name .....

Capacity .....

**for the tenderer**  
(Name and .....

address of  
organization) .....

(Name and  
signature  
of witness) .....

### **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 layout plans and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

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

Signature ..... Date .....

Name .....

Capacity .....

**for the  
Employer** JB Marks Local Municipality PO Box 113 Potchefstroom 2520

(Name and  
signature  
of witness) ..... Date .....

## **Schedule of Deviations**

1 Subject .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

.....

.....

.....

4 Subject .....

Details .....

.....

.....

.....

5 Subject .....

Details .....

.....

.....

.....

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

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

---

## DECLARATION OF INTEREST

1. No tender will be accepted from the persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender. In view of possible allegations of favoritism, should the resulting order, or part thereof, be awarded to persons connected with or related to person in service of the state, it is required that the supplier or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name: \_\_\_\_\_

3.2 Identity Number: \_\_\_\_\_

3.3 Company Name: \_\_\_\_\_

3.4 Company Registration Number: \_\_\_\_\_

3.5 Tax Reference Number: \_\_\_\_\_

3.6 VAT Registration Number: \_\_\_\_\_

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

3.7.1 If so, furnish particulars.

---

---

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

3.8.1 If so, furnish

---

---

\* MSCM Regulations: "in the service of the state" means to be –  
A member of –  
Any municipal council;  
Any provincial legislature; or  
The national Assembly or the national Council of provinces;  
A member of the board of directors of any municipal entity;  
An official of any municipality or municipal entity;  
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);  
A member of the accounting authority of any national or provincial public entity; or  
An employee of Parliament or a provincial legislature.

Particulars \_\_\_\_\_

3.9 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 tender. **YES/NO**

3.9.1 If so, furnish particulars

---

---

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

3.10.1 If so, furnish particulars

---

---

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

3.11.1 If so, furnish particulars

---

---

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

3.12.1 If so, furnish particulars

---

---

#### **CERTIFICATION**

I, THE UNDERSIGNED (NAME)

---

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

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

---

Signature

---

Date

---

Position

---

Name of Supplier (Business Name)

## ANNEXURE D



### DIRECTORATE: HOUSING DEVELOPMENT AND PLANNING

#### SPATIAL PLANNING AND LAND USE MANAGEMENT

**TENDER 70/2025: APPOINTMENT OF THE SERVICE PROVIDER/S FOR CADASTRAL RE-PEGGING OR REPLACEMENT OF BEACONS IN PROMOSA EXTENSION 4 AND SUBDIVISION AND PEGGING EXTENSION 2 WITHIN JB MARKS LOCAL MUNICIPALITY**

#### **BILL OF QUANTITIES**

ITEM	DESCRIPTION	FUNCTION	Minimum Erf Size	Total number of erven	TOTAL COST
1. Cadastral re-pegging or replacement of beacons in Promosa Extension 4	<b>Replacement of beacons/re-pegging</b>	Professional Land Surveyor	0 – 380m <sup>2</sup>	0 to 596	
2. Subdivision and Pegging Promosa Extension 2	<b>Subdivision</b>	Professional Land Surveyor	0 – 320m <sup>2</sup>	31 to 50	
				51 to 75	
				76 to 100	
				<b>SUB TOTAL</b>	
				<b>15 % VAT</b>	
				<b>TOTAL</b>	

#### **TENDERER**

Date.....