**CONTRACT NO: BID NO: MLM/ASCM/MOB/2025**

**FOR**

# APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF MOBILE CONTAINERS FOR ASSETS AND SUPPLY CHAIN UNIT AT MORETELE LOCAL MUNICIPALITY

**PROCUREMENT DOCUMENT**

**NAME OF TENDERER:**_______________________________________________

**CSD NO. MAAA:**_______________________________________________

**TENDER SUM:**_______________________________________________

**PREPARED BY:**

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

**Tel No: (012) 716 1300**

**CELL:**

**FAX: (012) 716 1068**

**ISSUED BY:**

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

**Tel No: (012) 716 1300**

EXPANDED PUBLIC WORKS PROGRAMME

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# PART T1: TENDERING PROCEDURES

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## TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from Contractors registered with the Construction Industry Development Board (CIDB) for the **APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF MOBILE CONTAINERS FOR ASSETS AND SUPPLY CHAIN UNIT AT MORETELE LOCAL MUNICIPALITY.**

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

Tender documents are obtainable from the offices of Moretele Local Municipality upon payment of **R250.00** from the **during office hours**. All payments are to be made in the currency of the Republic of South Africa.

Payment Method will be through Cash Deposit or EFT on Municipal Account.

**Account Details**

**Account Name: Moretele Local Municipality**

**Bank: ABSA**

**Cheque account number: 405 331 7014**

**Branch code: 632 005**

**Reference: Company name**

Bank guaranteed cheques must be made payable to the Moretele Local Municipality.

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

A **compulsory clarification meeting** will Not be held, interested bidders may contact Ms. Anna Matlala on 012 716 1384 or Anna.Matlala@moretele.gov.za for enquiries.

The **closing date and time** for receipt of tender is **08 May 2025 at 12:00PM**. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

Tenders, completed as prescribed, shall be sealed in an envelope marked "**APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF MOBILE CONTAINERS FOR ASSETS AND SUPPLY CHAIN UNIT AT MORETELE LOCAL MUNICIPALITY, CONTRACT NO: BID NO: MLM/ASCM/MOB/2025"** and deposited in the bid box situated at the Moretele Local Municipality Office, 4065B Mathibestad on or before
**08 May 2025 at 12:00PM**, whereby tenders will be opened in public.

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## TENDER DATA

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

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender.

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

| Subclause | Data |
|---|---|
| F.1.1 | The employer is the **Moretele Local Municipality** |
| F.1.2 | The Project Document issued by the employer consists of the following:<br>THE TENDER<br>Part T1: Tendering procedures:<br>T1.1 Tender notice and invitation to tender<br>T1.2 Tender Data<br>Part T2: Returnable documents<br>T2.1 Returnable Schedules required for Tender Evaluation<br>T2.2 Other Documents required for Tender Evaluation<br><br>THE CONTRACT<br>Part C1: Agreements and contract data<br>C1.1 Form of Offer and Acceptance<br>C1.2 Performance Guarantee<br>C1.3 Contract Data<br><br>Part C2: Pricing data<br>C2.1 Pricing instructions<br>C2.2 Pricing<br><br>Part C3: Scope of work<br>C3.1 Description of Works |
| F.1.1 | The employer's agent is: N/A |
| | |
| F.2.2 | **The arrangements for a compulsory clarification meeting are: N/A** |
| F.2.3 | If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.<br><br>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable |

| Subclause | Data |
|---|---|
| | the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.<br><br>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contractor for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.<br><br>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed. |
| F.2.13.5 | The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:<br>Location of tender box: **Moretele Local Municipality Office, 4065B Mathibestad**<br>Identification details: **"APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF MOBILE CONTAINERS FOR ASSETS AND SUPPLY CHAIN UNIT AT MORETELE LOCAL MUNICIPALITY, CONTRACT NO: BID NO: MLM/ASCM/MOB/2025"** |
| F.2.13. & F.3.5 | A two-envelope procedure will not be followed. |
| F.2.15 | **Closing time for submission of tender offers is 08 May 2025 at 12:00PM** |
| F.2.16 | **Telephonic, telegraphic, telex, facsimile, e-mailed or postal tender offers will not be accepted.** |
| F.2.1.5 | The tender offer validity period is **90 days.** |
| F.2.1.7 | The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11). |
| F.3.4 | The date, time and location for opening of tender offers:<br>**08 May 2025 at 12:00PM**.<br><br>Location: **Moretele Local Municipal Offices** |
| F.3.11 | Responsive tenders will be evaluated according to the Preferential Procurement Regulations, 2022 as published in Government Gazette 47452 dated 4 November 2022.<br><br>**Please Note**: on the day of the closing and opening of tenders there will be a pre-evaluation stage for SCM compliance and should the bidder not comply then the bidder does not qualify for further evaluation process |

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| Subclause | Data |
|---|---|
| | First stage – Compliance to administrative requirements<br>Bidders will be evaluated on the following administrative compliance:<br>➢ **Power of attorney / authority for signatory**<br>➢ **Municipal account for the business and directors not owing for more than 90 days or municipal account from private provider or statement of account from landlord with valid lease agreement.**<br>➢ **Original or Certified copies of BBBEE certificate issued**<br>➢ **CSD summary report**<br>➢ **Proof of Company registration**<br>➢ **Certified ID Copies of Owners/Directors/Shareholders**<br>➢ **Joint Venture Agreement**<br>➢ **Price amendment without signature in the bills of quantity**<br>➢ **Completion of the bill of quantity**<br>➢ **Non completion of MBD documents**<br>➢ **Alterations to the bid document or submission of a copy of the original bid document**<br>➢ **Non completion of form of offer**<br><br>Second stage – Evaluation of functionality:<br>Responsive tenders will firstly be evaluated on functionality. The minimum score for functionality is 70%, and a bidder who scores below this minimum shall not be considered for further evaluation in terms of the preference point systems. |

| Item no | Criteria | | WEIGHTING | Total Score |
|---|---|---|---|---|
| 1. | **Company Experience** | | | |
| 1.1 | **SUPPLY AND INSTALLATION PROJECTS** | | **60** | |
| | Over 5 similar assignments / projects | 60 | | |
| | 3 - 5 similar assignments / projects | 40 | | |
| | 1 - 2 similar assignments / projects | 20 | | |
| | 0 similar assignments / projects | 0 | | |
| 1.2 | **OTHER SUPPLY RELATED PROJECTS** | | **30** | |
| | Over 3 years related assignments/ projects | 30 | | |
| | 2 - 3 related assignments / projects | 20 | | |
| | 1 related assignments / projects | 10 | | |
| | 0 related assignments / projects | 0 | | |

| Subclause | Data |
|---|---|

| | | | | |
|---|---|---|---|---|
| **2.** | **FINANCIAL REFERENCES** | | | |
| 2.1 | **Tenderer submitted banking details, proof attached & bank rating of:** | | | |
| | Bank rating of "A & B" | 10 | | |
| | Bank rating of "C" | 8 | | |
| | Bank rating of "D" | 6 | **10** | |
| | Bank rating of "E" & below | 1 | | |
| | | | | |
| | | | | |
| | | **100** | **TOTAL** | |
| | | | | |

The minimum score required for functionality is **70% (Seventy)** and a bidder who scores below this minimum shall be disqualified and shall not be considered for further evaluation in terms of the 80/20 preference point system.

**NOTE: In order for the Tenderer to claim points for Experience under Functionality, the Tenderer must also attach the following proof for each of the completed projects to Form T2.1E:**

- **Copy of Appointment Letter, and**
- **Copy of Completion Certificate, and**
- **Reference letter**

Third stage – Evaluation in terms of the 80/20 Preference Point System:

Responsive tenders which have achieved the minimum qualification score for functionality will be evaluated further, using the 80/20 preference point system.

Step 1: Calculation of points for Price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. The formula to be used for calculating points scored for price is the following:

$$Ps = 80\left(1 - \frac{P_t - P_{\min}}{P_{\min}}\right)$$

Where

| | | |
|---|---|---|
| Ps | = | Points scored for price of the bid or tender under consideration |
| Pt | = | Price (Rand value) of bid or tender under consideration |
| Pmin | = | Price (Rand value) of the lowest acceptable bid or tender |

Points scored must be rounded off to the nearest 2 decimal places

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<table>
<tr><th>Subclause</th><th>Data</th></tr>
<tr><td></td><td><u>Step 2: Calculation of points for municipal specific goals</u><br>Points shall be awarded to a bidder for who meet the municipal specific goals with the table below:<br><br>Only the qualifying Tenders will be evaluated in Terms of 80 /20 preference point system were<br><br>Evaluation criterion: 80/20<br>1. Price: 80<br>2. Preferential points = 20, where municipal specific goals will be as follows:<br>• Points for 51% black owner<br>• Points for 51% Women’s Equity<br>• Points for 51% owned Youth firm<br>• Points for Locality (Within the jurisdiction of Northwest)</td></tr>
<tr><td></td><td>A bid shall not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 05 points for B-BBEE.<br><br>The points scored for price shall be added to the points scored for municipal specific goals and B-BBEE status level of contribution to obtain the bidder’s total points scored out of 100.<br><br>Award of contract to bids not scoring the highest number of points<br>(a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the 80/20 preference point system.<br>(b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defendable in a court of law.<br><br>Evaluation of bids that scored equal points<br>(a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for municipal specific goals and B-BBEE.<br>(b) If two or more bids have equal points, including equal preference points for municipal specific goals and B-BBEE, the successful bid must be the one scoring the highest score for functionality.<br>(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.</td></tr>
<tr><td>Department Special No.1</td><td>SMME’s:<br><br>It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local is defined as “having their head office within the North West Province boundaries”. A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. The minimum target for local SMME participation shall be 10% of the Tender Sum. This can be achieved through either one or more local SMME companies.<br><br>Information in this regard needs to be provided by the contractor on forms RDP2 (E), RDP 2(E1), RDP2 (E2), etc. Commitments to this goal will be a condition of award.<br><br>The department also reserves the right to terminate the contract when the contractor does not honour his commitments in this regard during construction.</td></tr>
</table>

| Subclause | Data |
|---|---|
| **Department Special No.2** | **Labour Content:**<br>The minimum Labour content for this project shall be **5% OF THE WORKS.**<br>**Note: All unskilled labour shall be sourced from the LOCAL COMMUNITY where LOCAL COMMUNITY means those in the immediate vicinity of the project. The contractor's own skilled personnel will not be counted towards the said 5%.** |

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# PART T2: RETURNABLE DOCUMENTS

**T2.1 List of Returnable Documents**

**T2.2 Returnable Schedules**

**MORETELE LOCAL MUNICIPALITY**

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## T2.1: LIST OF RETURNABLE DOCUMENTS

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

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

1A. Municipal account for the business and directors not in arrears for more than 90 days or municipal account from private provider or statement of account from landlord with valid lease agreement.

1B. Certified Company registration certificate

1C. Certified I.D. Copies of Owners/Directors/Shareholders

1D. CSD summary report not older than one month from closing date

1E. Authority for Signatory on company letter head

1F. Certified copy or Original certificate of BBBEE issued by SANAS/CIPC/Sworn Affidavit signed and stamped by commissioner of oath (For joint ventures the certificate must be consolidated)

All pages signed, initialled and completed

Completed and signed Form of Offer and Acceptance

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

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

2A. Compulsory Enterprise Questionnaire

2B. MBD 4 – Declaration of Interest

MBD 6.1 – Preference Points Claim Form in Terms of The Preferential Procurement

MBD 8 – Declaration of Bidder’s Past Supply Chain Management Practices

MBD 9 - Certificate of Independent Bid Determination

2C. Proposed amendments and qualifications

2D. Schedule of Subcontractors

2E. Schedule of work satisfactorily carried out by tenderer

2F. Financial rating

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

3A. Record of Addenda

3B. Evalution Criteria

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**SCHEDULE 1A: MUNICIPAL ACCOUNT FOR THE BUSINESS / DIRECTOR NOR OWING FOR MORE THAN 90 DAYS OR MUNICIPAL ACCOUNT OF FROM PRIVATE PROVIDER OR STATEMENT OF ACCOUNT FROM THE LANDLORDS WITH VALID LEASE AGREEMENT**

The tenderer must attach to this page, a copy municipal account for the business / director nor owing for more than 90 days or municipal account of from private provider or statement of account from the landlords with valid lease agreement MORETELE LOCAL Municipality

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### SCHEDULE 1B: CERTIFIED COPY OF DOCUMENTS OF INCORPORATION

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

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### SCHEDULE 1C: CERTIFIED ID COPIES OF OWNERS/DIRECTORS/SHAREHOLDERS/MEMBERS

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

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| SCHEDULE 1D: CSD SUMMARY |
|---|

The tenderer must attach to this page a copy of the CSD summary

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**SCHEDULE 1E: AUTHORITY FOR SIGNATORY**

The tenderer must attach to this page: Authority for Signatory on company letter head

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## SCHEDULE 1F: CERTIFIED COPY B-BBEE CERTIFICATE ISSUED BY SANAS

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

## SCHEDULE 2A: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1: Name of enterprise:**

**Section 2: VAT registration number, if any:**

**Section 3: CIDB registration number, if any:**

**Section 4: Particulars of sole proprietors and partners in partnerships**

| Name* | Identity number* | Personal income tax number* |
|---|---|---|
| | | |
| | | |
| | | |

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

**Section 5: Particulars of companies and close corporations**

Company registration number

Close corporation number

Tax reference number

**Section 6: Record of service of the state**

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

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

**If any of the above boxes are marked, disclose the following:** (insert separate page if necessary)

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---|---|---|---|
| | | current | Within last 12 months |
| | | | |
| | | | |

* Insert separate page if necessary

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

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

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

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

* Insert separate page if necessary

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

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

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ................................................ Date ................................................

Name ................................................ Position ................................................

*Enterprise name* ................................................

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

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| SCHEDULE 2B: MBD FORMS |
|---|

### A. MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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

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

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

3.2 Identity Number: ……………………………………………………………………………….

3.3 Position occupied in the Company (director, trustee, hareholder[2]):………………………..

3.4 Company Registration Number: ……………………………………………………………….

3.5 Tax Reference Number:…………………………………………………………………………

3.6 VAT Registration Number: …………………………………………………………………

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

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

3.8.1 If yes, furnish particulars. ….…………………………………………………………

……………………………………………………………………………………………..

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

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

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

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

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

…………………………………………………………………………………………….

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

3.10.1 If yes, furnish particulars.

………………………………………………………………………………

………………………………………………………………………………

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

3.11.1 If yes, furnish particulars

…………………………………………………………………………………

………………………………….……..........................................................

**3.**

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

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

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

3.13.1 If yes, furnish particulars.

……………………………………………………………………………….

……………………………………………………………………………….

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

3.14.1 If yes, furnish particulars:

………………………………………………………………………………..

………………………………………………………………………………..

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

| Full Name | Identity Number | State Employee Number |
|---|---|---|
| | | |
| | | |
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| | | |
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……………………………………………………………………………………… ……………………………………………
Signature Date

……………………………………………………………………………………… ……………………………………
Name of Bidder Capacity of

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## B. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

---

**1. GENERAL CONDITIONS**

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

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

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific gals are not claimed.

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

## 2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

*(c)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20** **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)} \quad \text{or} \quad \boldsymbol{Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20** **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)} \quad \text{or} \quad \boldsymbol{Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (90/10 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| Points for 51% black owner | 5 | | -- | -- |
| Points for 51% Women's Equity | 5 | | -- | -- |
| Points for 51% owned Youth firm | 5 | | -- | -- |
| Points for Locality (Within the jurisdiction of Northwest) | 5 | | -- | -- |
| **TOTAL EVALUATION POINTS SCORE FOR SPECIFIED GOALS** | **20** | | | |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: …………………………………………………………..

4.5. **TYPE OF COMPANY/ FIRM**

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

***[TICK APPLICABLE BOX]***

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

………………………………………….

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……………………………………………………….

DATE: ……………………………………………………….

ADDRESS: ……………………………………………………….

……………………………………………………….

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

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## C. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

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

| | | | |
|---|---|---|---|
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |
| 4.3.1 | If so, furnish particulars: | ☐ | ☐ |
| **Item** | **Question** | **Yes** | **No** |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes | No |
| 4.4.1 | If so, furnish particulars: | ☐ | ☐ |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
| 4.7.1 | If so, furnish particulars: | | |

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) …………..……………………………..………………………………. CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.**

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

………………………………………...
*Signature*

…………………………..
*Date*

……………………………………….
**Position**

…………………………..
**Name of Bidder**

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## D. MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (MBD) must form part of all bids[1] invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying tender:

……………………………………………………………………………………………………

……………………………………………………………………………………………………

……………………………………………………………………………………………………

*(Tender Number and Description)*

in response to the invitation for the tender made by:

*Moretele Local Municipality*

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

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

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

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

(a) has been requested to submit a tender in response to this tender invitation;
(b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and

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(c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.

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

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

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

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.

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

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

……………………………………………………………………………… ……………………………………
……………
Signature Date

……………………………………………………………………………… ………………………
……………
Full name of signatory Capacity of signatory

# MORETELE LOCAL MUNICIPALITY

## CONTRACT NO: BID NO: MLM/ASCM/MOB/2025

## APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF MOBILE CONTAINERS FOR ASSETS AND SUPPLY CHAIN UNIT AT MORETELE LOCAL MUNICIPALITY

## SCHEDULE 2C: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

| Page | Clause or item | Proposal |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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

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

*Tenderer* ------------------------------------------------------------

## MORETELE LOCAL MUNICIPALITY

## CONTRACT NO: BID NO: MLM/ASCM/MOB/2025

## APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF MOBILE CONTAINERS FOR ASSETS AND SUPPLY CHAIN UNIT AT MORETELE LOCAL MUNICIPALITY

### SCHEDULE 2D: SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

| No. | Name and Address of Proposed Subcontractor | Nature and Extent of Work | Previous Experience with Subcontractor |
|---|---|---|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |

Signed ………………………………………………………… Date …………………………………..

Name …………………………………………………………. Position ………………………………

Tenderer ………………………………………………………………………………………………………

………………………………………………………………………………………………………

## MORETELE LOCAL MUNICIPALITY

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### SCHEDULE 2E: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

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

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

Name ……………………………………………………. Position ……………………………….

* To be filled in by Tenderer

Signed ……………………………………………………. Date ………………………………

Name ……………………………………………………. Position ……………………………….

Tenderer ………………………………………………………………………………………………………..

## MORETELE LOCAL MUNICIPALITY

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| SCHEDULE 2F: FINANCIAL RATING |
|---|

### DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

a) Name of Bank: ……………………………………………………………………………

b) Branch of Bank: ……………………………………………………………………………

c) Town/city/suburb where bank is situated: ……………………………………………

d) Contact Person at the Bank: ………………………………………...……………

e) Telephone number of Bank: Code: ………………. Number: …………………

f) Account Number: ………………………………………………………………………

g) Bank rating (include confirmation from bank or financial institution): ……………

………………………………………………………………………………………………

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

**SIGNED ON BEHALF OF THE TENDERER:……………………………………………**

**DATE: ……………………………………………………………………………………….**

# MORETELE LOCAL MUNICIPALITY

## CONTRACT NO: BID NO: MLM/ASCM/MOB/2025

## APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF MOBILE CONTAINERS FOR ASSETS AND SUPPLY CHAIN UNIT AT MORETELE LOCAL MUNICIPALITY

## SCHEDULE 3A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

| | **Date** | **Title or Details** |
|---|---|---|
| **1.** | | |
| **2.** | | |
| **3.** | | |
| **4.** | | |
| **5.** | | |
| **6.** | | |

Attach additional pages if more space is required.

Signed ........................................ Date ........................................

Name ........................................ Position ........................................

Tenderer ........................................

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## MORETELE LOCAL MUNICIPALITY

## CONTRACT NO: BID NO: MLM/ASCM/MOB/2025

## APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONSRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY

## SCHEDULE 3B: EVALUTION CRITERIA

**Scoring Financial Offers**

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

$N_{FO}$ = $W_1$ x A where:
$N_{FO}$ = the number of Bid evaluation points awarded for the financial offer.
$W_1$ = the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data.
A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

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

where:
Pm = the comparative offer of the most favourable Bid offer.

P = the comparative offer of Bid offer under consideration.

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

| **Criterion** | **Weight** |
|---|---|
| Company Experience | 90 |
| Financial Rating | 10 |
| | |
| **TOTAL** | **100** |

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**APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF MOBILE CONTAINERS FOR ASSETS AND SUPPLY CHAIN UNIT AT MORETELE LOCAL MUNICIPALITY**
**THE EVALUATION CRITERIA (FUNCTIONALITY)**

| Item no | Criteria | | WEIGHTING | Total Score |
|---|---|---|---|---|
| 1. | **Company Experience** | | | |
| 1.1 | **SUPPLY AND INSTALLATION PROJECTS** | | | |
| | Over 5 similar assignments / projects | 60 | | |
| | 3 - 5 similar assignments / projects | 40 | **60** | |
| | 1 - 2 similar assignments / projects | 20 | | |
| | 0 similar assignments / projects | 0 | | |
| 1.2 | **OTHER SUPPLY RELATED WORKS** | | | |
| | Over 3 years similar assignments/ projects | 30 | | |
| | 2 - 3 similar assignments / projects | 20 | **30** | |
| | 1 similar assignments / projects | 10 | | |
| | 0 similar assignments / projects | 0 | | |
| **2.** | **FINANCIAL REFERENCES** | | | |
| 2.1 | **Tenderer submitted banking details, proof attached & bank rating of:** | | | |
| | Bank rating of “A & B” | 10 | | |
| | Bank rating of “C” | 8 | **10** | |
| | Bank rating of “D” | 6 | | |
| | Bank rating of “E” & below | 1 | | |
| | | | | |
| | | | | |
| | | **100** | **TOTAL** | |
| | | | | |

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

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

**CONTRACT NO: MLM/BTO/PHC01/24-25**
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

# THE CONTRACT

**CONTRACT NO: MLM/CF/W16/23-24**
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

# PARTC1: AGREEMENT AND CONTRACT DATA

**CONTRACT NO: MLM/BTO/PHC01/24-25**
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

## C1.1 FORM OF OFFER AND ACCEPTANCE

### Offer

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

**APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF MOBILE CONTAINERS FOR ASSETS AND SUPPLY CHAIN UNIT AT MORETELE 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 tender schedules, and by submitting this offer has accepted the conditions of tender.

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)**

**…………………………………………………………………………………………..……………………..**

**……………………………………………………………………………………………………………………**

**……………………………………………………………………………………………………………………**

Rand (in words); R………………………………………….. (in figures)

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

For the Tenderer:

Signature(s) ______________________________

Name(s) ______________________________

Capacity ______________________________

Name and address of organization

_________________________________________________________________________________

_________________________________________________________________________________

Signature and Name of Witness: Signature____________________

Name ________________________

Date ________________________________

**Acceptance**

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

The terms of the contract are contained in:

PARTC1 Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PARTC3 Scope of work

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

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

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

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

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**For the Employer**

Signature ______________________

Name ______________________

Capacity ______________________

**Name and address of organization**

______________________________________________________________________

______________________________________________________________________

**Signature and Name of Witness**

Signature ______________________

Name ______________________

Capacity ______________________

**Schedule of Deviations**

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1 Subject ..........................................................................................................

Details ……………………………………………………………………………….............

2 Subject ..……………………………………………………………………………............

Details ……………………………………………………………………………….............

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

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

| | **For the Tenderer:** | **For the Employer** |
|---|---|---|
| Signature | ________________________ | ________________________ |
| Name | ________________________ | ________________________ |
| Capacity | ________________________ | ________________________ |

**Name and address of organisation:** **Name and address of organisation**

**Witness Signature:**

**Witness Name:**

**Date:**

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**Confirmation of Receipt**

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

the …………………………… (day)

of ……………………………. (month)

20….. (year)

at ……………………………… (place)

**For the Contractor:**

…………………………………………………………….
Signature

…………………………………………………………..
Name

………………………………………………………….
Capacity

**Signature and name of witness:**

…………………………………………………………….
Signature

……………………………………………………………..
Name

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## C1.2 PERFORMANCE GUARANTEE

“Guarantor” means: …………………………………………………………………………………………

Physical address: …………………………………………………………………………………………

“Employer” means: …………………………………………………………………………………………

“Contractor” means: …………………………………………………………………………………………

“Engineer” means: …………………………………………………………………………………………..

“Works” means: …………………………………………………………………………………………...

“Site” means: …………………………………………………………………………………………..

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

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

Amount in words: …………………………………………………………………………………………

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

Amount in words: …………………………………………………………………………………………

“Expiry Date” means: …………………………………………………………………………………….

**CONTRACT DETAILS**

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

**PERFORMANCE GUARANTEE**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:

3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety-ship;

3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor’s physical address calling up this Performance Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Contractor’s default and that this Performance Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at ……………………………………………………………………………………………..

Date ……………………………………………………………………………………………………..

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

Capacity………………………………………………………………………………………………

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

Capacity ……………………………………………………………………………………………

Witness signatory (1) ……………………………………………………………………………….

Witness signatory (2) ……………………………………………………………………………….

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## C1.3 CONTRACT DATA

### C1.3.1 Contract Specific Data

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

**4. Standards**

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

**5. Use of contract documents and information; inspection**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## 6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## 7. Performance security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## 8. Inspections, tests and analyses

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

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## 9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be

sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional

requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

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

## 19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## 20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## 21. Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for

such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier;

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

**24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without

compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

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

**34. Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with

the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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# PART C2: PRICING DATA

## C2.1 PRICING INSTRUCTIONS

## C2.2 PRICING

**CONTRACT NO: MLM/ASCM/MOB/2025**
**APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF MOBILE CONTAINERS FOR ASSETS AND SUPPLY CHAIN UNIT AT MORETELE LOCAL MUNICIPALITY**

## C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.

7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.

8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer’s detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.

9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.

10 The provisions of clause 6.6 of the general conditions of contract shall apply to provisional sums and prime cost sums.

11 Subject to the conditions stated in paragraph 12 below, the tenderer may be instructed to adjust prices, which are considered to the imbalanced or unreasonable and to eliminate errors or discrepancies without varying the sum tendered. Clause F.3.9 of the CIDB standard conditions of Tender contained in annex F of the CIDB Standard for uniformity deals with the handling of arithmetic errors during the evaluation of

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

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

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

The following abbreviations are used in the bill of quantities:

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

14 All rates and sums of money quoted in the bill of quantities shall be in rand and whole cents. Fractions of a cent shall be discarded

15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to

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

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

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

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

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

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

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## C2.2 PRICING

**Specification for Supply, Delivery and Installation of Mobile Containers for Assets and Supply Chain unit at Moretele Local Municipality**

| Item No. | Description | Quality | Amount |
|---|---|---|---|
| 1. | Supply, Delivery and Installation of Mobile containers: Prefabricated structure including provision of electricity (Electrical: DB, 3 Light Switch, 6 plug points, 3 LED light)<br><br>Prefabricated structure size (12m x 4.5m Office Park Home) with Galvanized chassis, with jack screws,<br><br>4 x Aluminium windows with burglar proof ing,<br><br>1 x Entrance door with step and a Burglar door, and Vinyl Mat.<br><br>Prefabricated panels Insulated Floor, Walls & Roof. The prefabricated structure shall consist of all aluminium exterior panels (standard), with 1/4″ vinyl covered panels on the interior. All walls are fastened to the steel base frame, steel support columns and steel top supports with structural tech screws. Insulation to be provided in all wall and roof cavities.<br><br>1 x Partitioned office (3m x 3m) with 1 x plug point and 1 x LED light) | 1 | |
| 2. | Connection of electricity to existing building structure.<br><br>Provide Electrical COC. | | |
| 3. | Transportation | | |
| | **TOTAL** | | |

**Note:** Tender Sum is the value of the offered total of the prices exclusive of VAT, contingencies, CPA and special materials but including contractual variations.

# SCOPE OF WORK

PART C3 SCOPE OF WORKS

**CONTRACT NO: BID NO: MLM/ASCM/MOB/2025**
**APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF MOBILE CONTAINERS FOR ASSETS AND SUPPLY CHAIN UNIT AT MORETELE LOCAL MUNICIPALITY**

# PART C3: SCOPE OF WORK

## C3.1 DESCRIPTION OF WORKS

## C3.2 DESCRIPTION OF WORKS

### C3.1.1 Employer's Objectives

The objective of the project is provision of mobile containers for assets and supply chain unit at Moretele local municipality

### C3.1.2 Overview and Location of Works

The project is supply mobile containers for assets and supply chain unit at the Moretele Local Municipal offices.

### C3.1.3 Description of Works

The works will involve the following:

| No | Works |
|---|---|
| 1 | • Supply, delivery and installation of mobile containers for Assets and Supply Chain unit at the Moretele Local Municipality offices in Mathibestad<br>• Connection of electrical works to existing building structure |

### C3.1.4 Location of the Works

The Moretele Local Municipality is situated in Mathibestad, in the North-West Province within the Moretele Local Municipality under the jurisdiction of Bojanala Platinum District.

### C3.1.5 Temporary Works

No temporally works are envisaged on the contract.

### C3.1.6 General Information