



MKHONDO

LOCAL MUNICIPALITY

TENDER NO: MKHO06/2025/26

**PANEL OF CONSULTANTS FOR TOWN PLANNING AND LAND SURVEYING SERVICES
ON AN AD-HOC BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

| | | | |
|----------------------|-------------------------|-------------|--------------|
| CLOSING DATE: | 08 DECEMBER 2025 | TIME | 12H00 |
|----------------------|-------------------------|-------------|--------------|

| | |
|---|------|
| NAME OF TENDERER | |
| TOTAL AMOUNT (MBD 3.1) | |
| CENTRAL SUPPLIER DATABASE NUMBER | MAAA |
| TAX COMPLIANCE PIN | |
| CRS REGISTRATION NUMBER | |
| CONTACT PERSON | |
| CONTACT NUMBER | |

| BID PROCEDURE ENQUIRIES | | TECHNICAL ENQUIRIES | |
|--|--------------|---|--------------|
| DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT | | DIRECTORATE: PLANNING ECONOMIC DEVELOPMENT | |
| MC GUMEDE | | N. BEMBE | |
| SENIOR MANAGER: SUPPLY CHAIN MANAGEMENT | | GENERAL MANAGER: PED | |
| TEL. NUMBER | 017 004 0197 | TEL. NUMBER | 017 004 0197 |
| TENDER ISSUED BY | | | |
| MKHONDO LOCAL MUNICIPALITY | | | |
| MKHONDO LOCAL MUNICIPALITY | | P O BOX 23, eMKHONDO, 2380 | |

**MKHONDO LOCAL MUNICIPALITY
TENDER DETAILS**

| | | | |
|-----------------------|---|-------------------------|--------------|
| TENDER NUMBER | MKHO06/2025/26 | | |
| TENDER TITLE | PANEL OF CONSULTANTS FOR TOWN PLANNING AND LAND SURVEYING SERVICES ON AN AD-HOC BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS | | |
| CLOSING DATE | 08 DECEMBER 2025 | CLOSING TIME | 12H00 |
| SITE MEETING | DATE | N/A | |
| TENDER DOCUMENT FEE | Not Applicable | PREFERENCE POINT SYSTEM | N/A |
| BID BOX SITUATED AT | No. 33 Corner Market and De Wet Street, eMkhondo, 2380 | | |
| OPERATING HOURS | The bid box is open during office hours, Monday to Friday from 7h30 to 16h30. | | |
| OFFER TO BE VALID FOR | 90 DAYS FROM CLOSING DATE OF TENDER | LOCAL CONTENT | N/A |

PLEASE NOTE:

1. Prospective suppliers must be registered on CSD prior to submitting bids (open bids)
2. Tenders that are deposited in the incorrect Tender box will not be considered. Bid Submissions whose names do not appear on the bid submission register will NOT be considered.
3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
4. Mailed, telegraphic, telex, or faxed tenders will NOT be accepted.
5. No late bids after closing date and time will be accepted.
6. Bids not clearly marked and unamend will not be accepted.
7. Bids may only be submitted on the bid documentation provided by the municipality.
8. Bid documents may ONLY be completed in black permanent ink (no erasable ink / pen)
9. No awards will be made to a person:
 - i. Who is in the service of the state,
 - ii. If that person is not a natural person, of which any director, manager, principal shareholder, or stakeholder is a person in the service of the state.
 - iii. Who is an advisor or consultant contracted with the municipality or municipal entity
 - iv. Whose Municipal rates are in arrears more than 90 days.
 - v. Whose names appears on National Treasury's Database or list of *Restricted Supplier* and Tender Defaulter Report.

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|-------------------|-----------------------|--|--|--|--|
| TENDER NO. | MKHO06/2025/26 | | | | |
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BIDDER

WITNESS

EMPLOYER

WITNESS

TABLE OF CONTENTS

CONTENTS

THE BID

- PART T1: BIDDING PROCEDURES**
T1.1 Notice and Invitation to Bid
T1.2 Tender Data

- PART T2: RETURNABLE DOCUMENTS**
T2.1 Returnable Schedules required for Bid Evaluation Purposes
T2.2 Other Documents required for Bid Evaluation Purposes

THE CONTRACT

- PART C1: AGREEMENT AND CONTRACT DATA**
C1.2 Contract Data
- PART C2: SCOPE OF WORKS**
C2.1 Description of Works
- PART C3.4: General Conditions of Contract (GCC 2015)**

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|-------------------|-----------------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

BIDDER'S TENDER DOCUMENTATION DECLARATION

| | QUESTION | BIDDER'S RESPONSE |
|-----|---|-------------------|
| 1 | Have you initialled all the pages of the tender document? | *YES / NO |
| 2 | Have you completed and signed the returnable schedules required for tender evaluation purposes? | |
| 2.1 | ▪ Schedule 1 : Resolution of board of directors | *YES / NO |
| 2.2 | ▪ Schedule 2 : Resolution to enter a consortia or JV's | *YES / NO |
| 2.3 | ▪ Schedule 3 : Schedule of proposed sub-contractors | *YES / NO |
| 2.4 | ▪ Schedule 4 : Commitments of tenderer | *YES / NO |
| 2.5 | ▪ Schedule 5 : Record of addenda to tender documents | *YES / NO |
| 2.6 | ▪ Schedule 6 : Compulsory enterprise questionnaire | *YES / NO |
| 2.7 | ▪ Schedule 7 : Certificate for water & lights | *YES / NO |
| 2.8 | ▪ Schedule 8 : Tenderer's experience | *YES / NO |
| 3 | Have you completed/signed and submitted all relevant information as requested by the evaluation schedules (as and when required)? | *YES / NO |
| 4 | Have you completed and signed the ALL the Municipal Bidding Declaration (MBDs) Document as per Instructions? | *YES / NO |
| 5 | Have you completed the Form of Offer in WORDS as well as in FIGURES ? | *YES / NO |
| 6 | Have you completed and signed Part 2 of contract data | *YES / NO |
| 7 | Do you understand the scope of work that includes the standard specifications/project specifications and particular specifications? | *YES / NO |
| 8 | Have you attached all required documents relating to Joint Venture (If bidding as JV): <ul style="list-style-type: none"> • Signed Joint Venture Agreement • Combined Joint Venture BBBEE certificate • Full Central Supplier Database (CSD) Registration report of the JV | *YES / NO |
| 9 | Have you completed the bid document in a black permanent ink | *YES / NO |
| 10 | Have you signed or initialled all corrections | *YES / NO |

BIDDER'S TENDER DOCUMENTATION DECLARATION CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct, completed and submitted.

| | |
|------------------------|--|
| Name of Bidder | |
| Position / Designation | |
| Signature | |
| Date | |

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| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

SCHEDULE OF DOCUMENTS

The tender document for this contract comprises of the following:

T. THE TENDER

T1: Tendering Procedures

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data
- T1.3 Standard Conditions of Tender

T2: Returnable Documents

- T2.1 List of Returnable Documents
 - T2.1.1 Returnable Schedules Required for Tender Evaluation Purposes
 - Schedule 1 : Resolution of Board of Directors
 - Schedule 2 : Resolution of Board of Directors to enter consortia or JV's
 - Schedule 3 : Commitments of tenderer
 - Schedule 4 : Record of addenda to tender documents
 - Schedule 5 : Compulsory enterprise questionnaire
 - Schedule 6 : Certificate for water & lights
 - Schedule 7 : Proof of Central Supplier Database (CSD) Registration.
 - Schedule 8 : Evaluation Schedule: Tenderer's experience
 - T2.2.2 Compulsory Municipal Bid Documentation
 - MBD 1 : Invitation to Bid
 - MBD 2 : Valid SARS Tax Compliance Pin (TCS)
 - MBD 4 : Declaration of Interest
 - MBD 7.1 : Contract form for rendering of goods and services (Part 1)
 - MBD 7.1 : Contract form for rendering of goods and services (Part 2)
 - MBD 8 : Declaration of bidder's past supply chain management practices
 - MBD 9 : Certificate of Independent Bid Determination

C. THE CONTRACT

C1: Agreement and Contract Data

- C1.2 Contract Data
 - C1.2.1 Conditions of Contract

C2: Scope of Work

- C2 Standard and Project specifications
- C3 General Conditions of Contract

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|------------|----------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

THE TENDER

| | | | | | |
|-------------------|-----------------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE & INVITATION

MBD 1

PART A

INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MKHONDO LOCAL MUNICIPALITY | | | | | |
|--|---|---------------|-------------------------|---------------|--------------|
| BID NUMBER: | MKHO06/2025/26 | CLOSING DATE: | 08 DECEMBER 2025 | CLOSING TIME: | 12:00 |
| DESCRIPTION | PANEL OF CONSULTANTS FOR TOWN PLANNING AND LAND SURVEYING SERVICES ON AN AD-HOC BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS | | | | |

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *GROUND FLOOR, No. 33 Corner Market and De Wet Street, eMkhondo, 2380*

MKHONDO LOCAL MUNICIPALITY
(OPERATION HOURS: Mon TO Thurs - 7h30 UNTIL 16H30 and Friday 14h00)

SUPPLIER INFORMATION

| | | | | | |
|--|--|--|--|--|--|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION No. | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | CSD No: | | |
| 1.1 Are you the accredited representative in South Africa for the Goods /Services / Works Offered? | <input type="checkbox"/> Yes <input type="checkbox"/> No [If YES enclose proof] | | 1.2 Are you a foreign based supplier for the Goods/ Services/ Works Offered? | <input type="checkbox"/> Yes <input type="checkbox"/> No [If YES answer Part B:3] | |
| 1.3 Total number of Items offered | | | 1.4 Total Bid Price | N/A | |
| 1.5 SIGNATURE of Bidder | | | 1.6 Date | | |
| 1.7 Capacity under which this Bid is signed | | | | | |

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
|---|--|---|--|
| Department | Finance – SCM | Department | Planning Economic Development |
| Contact Person | Mr MC Gumede | Contact Person | Mr N. Bembe |
| Telephone Number | (017) 004 0197 | Telephone Number | (017) 004 0197 |
| E-Mail Address | mgumede@mkhondo.gov.za | E-Mail Address | nkunene@mkhondo.gov.za |

PART B

| | | | | | |
|------------|-----------------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

3. MANDATORY RETURNABLES, TENDER RULES AND INSTRUCTIONS (FAILURE TO COMPLY WITH THE PRE-SET REQUIREMENTS,

- 4.1 DULY COMPLETED AND SIGNED MBD 1 FORM BY SERVICE PROVIDER AND FORMAL WRITTEN PRICE QUOTATION BY THE BIDDER
- 4.2 COMPLETION AND SIGNING OF ALL DECLARATION FORMS (MBD)
- 4.3 SUBMISSION OF A VALID SARS TCS PIN
- 4.4 PROOF AND DECLARATION THAT THE BIDDER IS NOT IN ARREARS OF MUNICIPAL RATES MORE THAN 90 DAYS
- 4.5 PROOF OF REGISTRATION WITH RECOGNIZED PROFESSIONAL BODIES
- 4.6 BIDDER MUST PROVIDE CERTIFIED ID COPIES OF ALL DIRECTORS, SHAREHOLDERS, AND PARTNERS
- 4.7 ALL CERTIFIED COPIES MUST NOT BE OLDER THAN THREE (03) MONTHS FROM CLOSING DATE.
- 4.8 COPY OF COMPANY REGISTRATION CERTIFICATE TO BE ATTACHED WITH THE BID DOCUMENT
- 4.9 COMPREHENSIVE / FULL (NOT A SUMMARY) CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT, AND
- 4.10 DECLARATION THAT BIDDER IS NOT IN ARREARS OF ANY MUNICIPAL RATES, MUNICIPAL RATES OF EACH COMPANY DIRECTOR, VALID LEASE AGREEMENT AND LEASE DECLARATION BY LESSOR, OR PROOF OF RESIDENCE FROM THE MUNICIPAL COUNCIL (IF OPERATING BUSINESSES FROM AN INFORMAL NON-BILLED RESIDENTIAL AREA)

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE. ALL CERTIFIED COPIES MUST NOT BE OLDER THAN THREE MONTHS FROM TENDER CLOSING DATE. COPIES OF CERTIFIED COPIES WILL NOT BE CONSIDERED AS VALID COPIES.

SIGNATURE OF BIDDER: Date:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

| | | | | |
|-------------------|----------------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | |
| | BIDDER | WITNESS | EMPLOYER | WITNESS |



MKHONDO
LOCAL MUNICIPALITY

MKHO06/2025/26

PANEL OF CONSULTANTS FOR TOWN PLANNING AND LAND SURVEYING SERVICES ON AN AD-HOC BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

CLOSING DATE: 08 DECEMBER 2025

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for the **PANEL OF CONSULTANTS FOR TOWN PLANNING AND LAND SURVEYING SERVICES ON AN AD-HOC BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**. Bid documents may be downloaded from the Municipal website, www.mkhondo.gov.za and the e-tender portal, www.etenders.gov.za from **06 November 2025**.

The closing time for receipt of tenders is **12:00hrs** on **08/12/2025**. Telegraphic, facsimile, e-mail, unmarked and late tenders will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. The bids will NOT be opened in public on tender closing date. **No compulsory briefing session will be held for this bid.**

Any technical enquiries relating to the tender document may be directed to Mr N. Bembe Tel: 017 004 0197, email nbembe@mkhondo.gov.za and Any procurement related enquiries relating to the tender document may be directed to the section Supply Chain Management at 017 004 0197, to Mr. MC Gumede, email: mgumede@mkhondo.gov.za

Fully completed tender documents, clearly marked Tender No. **MKH06/2025/26: "PANEL OF CONSULTANTS FOR TOWN PLANNING AND LAND SURVEYING SERVICES ON AN AD-HOC BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS"** must be placed in a sealed envelope and placed in the tender box provided by **Mkhondo Local Municipality, No. 33 Corner Market and De Wet Street, eMkhondo, 2380, by no later than the 08th of December 2025 on closing date at 12h00 p.m.** The envelope must be endorsed with number, title and closing date as indicated above.

The Tender can only be submitted on the documentation that is issued. Bid documents must only be completed in black permanent ink (no erasable pens will be accepted). Bids will be evaluated using **Quality-Based Selection (QBS)** method of evaluation (that is compliance to mandatory requirements and returnables, and functionality assessment), Two Bidding Stage, where responsive bidders will be evaluated on the second for Functionality where they have to score the minimum **50%** Functionality score to be considered for the panel. Panellists will be required to quote on services they provide where they will be evaluated on Method for returnables, price and points for special goals. All submissions will be adjudicated in terms of the Mkhondo Local Municipality's Procurement Policy and Bids will be evaluated in accordance with Preferential Procurement Policy Framework Act no 5 of 2000 as well as the Preferential Procurement Regulations, 2022 (PPR2022).

No awards will be made to a person:

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| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

- Who is not registered on the Central Supplier Database;
- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.
- Who is restricted from participating in tendering or other bidding processes.

Bidders that do not hear anything after three (3) months from closing date of this tender must consider their bids as unsuccessful. The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

The following documents must be attached (Bidders that fail to submit documents indicated as compulsory will be disqualified)

- Copy/ printed valid Tax compliance status Pin to enable the municipality to verify the bidder’s tax compliance status- **Compulsory**
- Copy of bidder’s (the entity) and it’s director’s current (for the month ended October 2025) municipal account or copy of valid Lease Agreement – **Compulsory**
- Valid full comprehensive CSD registration report (not a summary) not older than thirty days from tender closing date – **Compulsory**
- Copy of Company registration certificate and Certified copies of IDs of Directors - **Compulsory**
- Valid proof of director registration with relevant professional bodies - **Compulsory**

M.J MKHONZA
MUNICIPAL MANAGER
MKHONDO LOCAL MUNICIPALITY

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|------------|----------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of CIDB standard uniformity in construction procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers in this tender in the section T1.3 of the tender data.

The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals.

Each item of data given below is cross-referenced to the relevant clause in the above-mentioned Standard Conditions of Tender.

| Clause number | Data |
|-----------------------------------|--|
| F 1.1 Action | The Employer is: MKHONDO LOCAL MUNICIPALITY |
| F.1.2 Tender Documents | <p>The bid documents issued by the Employer comprise:</p> <p>THE BID</p> <p>Part T1 Bidding procedures Part T1.1 Bid notice and invitation to bid Part T1.2 Tender data</p> <p>Part T2 Returnable documents Part T2.1 List of returnable documents Part T2.2 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data</p> <p>Part C2 Scope of Works C2.1 Scope of Works</p> <p>Part C3 General Conditions of Contract (GCC 2015) C3 General Conditions of Contract</p> |

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|------------|----------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
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| Clause number | Data |
|---|--|
| F.1.3 Communication and Employer's Representative | The Employer's Representative is: Name: Mr N. Bembe Capacity: PED General Manager (Mkhondo Local Municipality) E-mail: nbembe@mkhondo.gov.za |
| F.1.4 The employer's right to accept or reject any tender offer: | The employer is not obliged to accept the lowest or any tender offer |
| F.1.5 | A competitive negotiation procedure will not be followed |
| F.2.1 Tender Evaluation | <p>Tender Evaluation: Failure to submit the below-mentioned documents will lead to disqualification of your bid.</p> <p><u>First Stage Supply Chain Management Compliance Evaluation:</u></p> <ul style="list-style-type: none"> ▪ Copy/ printed of a valid Tax Compliance Status Pin (TCS) to enable the municipality to verify the bidder's tax compliance status- Compulsory ▪ Copy of bidder's (Directors and the Bidding Entity) current (month ended October 2025) municipal account or copy of valid Lease Agreement – Compulsory ▪ Valid FULL / COMPREHENSIVE CSD Registration report (not a summary) not older than thirty days from tender closing date– Compulsory ▪ Copy of the company registration certificate and certified copies of Identity Documents of each Director – Compulsory ▪ Duly completed MBD forms – Compulsory ▪ Valid proof of director registration with relevant professional bodies - Compulsory <p><u>Second Stage Evaluation of Bidders is the Ability to execute the project in terms of SCM regulation 28 (1)(b). The bidder must meet a minimum of fifty percent (50%) or 50 points out of a total 100 points.</u></p> <p>The following is required:</p> <p>A. <u>Company Experience:</u> Bidders must submit appointment letters/ Purchase Orders and Completion Certificate of previous Projects of similar nature/scope.</p> <p>B. <u>Methodology</u> Bidder must provide a proposed method statement and approach from allocation of work, inception, implementation, and project close-out reporting, related to the scope of work</p> <p>C. <u>Company Reference Letters:</u> Bidders are required to submit company reference letters for similar work from current and previous clients.</p> <p>D. <u>Key Personnel</u> Bidders to provide recently certified copies of qualifications & CV</p> |

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|------------|----------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
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| Clause number | Data | | |
|---|---|--|----------------------------|
| | Description | Allocation | Max. Points |
| | Company Experience. <i>Bidders to demonstrate proof of similar nature with previous and current clients within the past 10 years</i> | <ul style="list-style-type: none"> - Bidder has five (05) or more appointment letters / purchase orders (with a minimum value of R50 000) in similar work with previous and current clients (35 points) - Bidder has between three (03) and four (04) appointment letters / purchase orders (with a minimum value of R50 000) in similar work with previous and current clients (20 points) - Bidder has between one (01) and two (02) appointment letters / purchase orders (with a minimum value of R50 000) in similar work with previous and current clients (10 points) | 35 |
| | Methodology <i>Bidder must provide a proposed method statement and approach from inception, implementation, and project close-out reporting, related to the scope of work (not to exceed three pages)</i> | <ul style="list-style-type: none"> - Bidder a provided an excellent clear and concise methodology, showing understanding of the scope of works; showing clear stages from project inception, implementation and project close out reporting (20 Points) - Bidder a provided an acceptable methodology, that shows some of the required stages from prom project inception, implementation, and close out reporting (10 Points) - Bidder provided a poor methodology and shows minimal understanding of the scope of works, and does not address the problem statement as required, and showing less understanding of the scope of works (03 Points) - Method statement not provided by the bidder (0 points) | 20 |
| | Key Personnel Qualifications <i>Bidders to provide recently certified copies of qualifications & CV</i> | <ul style="list-style-type: none"> - Professional Town Planner – (10 points) - Professional Land Surveyor – (10 points) - Professional Engineer – (5 points) - Professional Conveyancer – (5 points) - Geographic Information System – (5 points) | Sum (35 points) |
| | Company Reference Letters: <i>Provide company reference letters for similar works from current and previous clients (Letters must be signed by clients on its official letterhead and stamped)</i> | <ul style="list-style-type: none"> - Bidder has between one (01) and three (03) reference letters from previous and current clients for similar work – (4 points) - Bidder has between four (04) and five (05) reference letters from previous and current clients for similar work – (7 points) - Bidder has between six (06) or more reference letters from previous and current clients for similar work – (10 points) | 10 |
| | TOTAL POINTS SCORABLE | | 100 |
| <p><i>Bidders must score a minimum of 50 Points out of 100 (or 50%) under Functionality (Second Stage of Evaluation) to be considered for next stage of Evaluation (Third Stage: Points for Price and Special Goals)</i></p> | | | |

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| Clause number | Data |
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| | <p><i>The third stage evaluation will only be conducted once bidders are accepted into the panel; where:</i></p> <p><u>Third Stage Evaluation on 80/20-point system</u></p> <ul style="list-style-type: none"> ▪ 80/20 preference point system for rendering of services with Rand value up to R50 million. ▪ 80 maximum points will be allocated for the lowest acceptable total bid price ▪ 20 points will be allocated for specific goals in terms of preference point system as per the completed MBD 6.1 |
| F.3.1 Alternative Tenders | Alternative tender offers will NOT be considered |
| F.3.2 Submitting a Tender Offer | Bids may only be submitted on the Bid documentation issued by MLM. Bid documents may only be completed in permanent (no erasable pens will be allowed) black ink |
| F.3.3 Submitting a Tender Offer | <p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p><u>Location of bid box:</u> The Bid Box Physical address: MKHONDO LOCAL Municipality Cnr Market and De Wet Street eMKHONDO 2380</p> <p><u>Identification details:</u> Contract Number: MKHO06/2025/26 Description: PANEL OF CONSULTANTS FOR TOWN PLANNING AND LAND SURVEYING SERVICES ON AN AD-HOC BASIS FOR A PERIOD OF THIRTY- SIX (36) MONTHS</p> |
| F.3.4 Closing Time | <p>The closing time for submission of bid offers is:</p> <p>Time: 12:00 p.m on 08 DECEMBER 2025.</p> <p>Format: Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will NOT be accepted.</p> |
| F.3.5 Tender Offer Validity | The bid offer validity period is 90 days |
| F.3.6 Certificates | <p>The tenderer is required to submit with his tender:</p> <p>1. Not Applicable</p> |
| F.3.7 Opening of Bid Submissions | The Bids will not be open in public on tender closing date |

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|------------|----------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

| Clause number | Data |
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| F.3.8 Two-Envelope System | A two-envelope / stage procedure will be followed. Recommended Bidders into the panel will be requested to quote for work allocation by the Employer; submitted quotations will be evaluated using 80/20 price preference / special point system. |
| F.3.9 Arithmetical Errors | Replace the contents of the clause with the following: “Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line item total shall be corrected. c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the Tenderers addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals. Consider the rejection of a tender offer if the Tenderer does not accept the correction of the arithmetical errors in the manner described above.” |
| F.3.10 Evaluation of Bid Offers | The preference procedure for evaluation of responsive bid offers shall be the 80/20-point preference system, in full compliance with Technical and general criteria will be evaluated. |
| F.3.11 Successful Tenderers | Successful Tenderers will be notified in writing via e-mail and or telephonically and will be subjected to signing of a service level agreement with the Employer. |
| F.3.12 Unsuccessful Tenderers | If Bidders did not hear from MLM within thirty (30) working days upon closing date of the Tender, they should consider their Tender unsuccessful. |
| F.3.13 Provide Copies of the Contracts | The number of paper copies of the signed contract to be provided by the Employer is one . |
| Additional Conditions Applicable to this Bid | |
| | The additional conditions of bid are: 1. The Employer may also request that the bidder provide written evidence that his financial, labour, and other resources are adequate for carrying out the contract. 2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3. The bidder shall be required to complete the Form of Offer and Acceptance and Bills of Quantity for all the region or regions for which they intend to bid for. 4. The bid document shall be submitted as a whole and shall not be taken apart . 5. List of returnable documents (PART T2) must be completed in full. (A bidder’s company profile will not be used by the Local Municipality to complete PART T2 on behalf of the bidder) NB: If PART T2 is not completed in full by the bidder, this offer will be rejected. |
| | Technical adjudication and General Criteria |

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| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

| Clause number | Data |
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| | <p>Tenders will be adjudicated in terms of inter alia:</p> <ul style="list-style-type: none"> • Compliance with Tender conditions • Technical specifications <p>If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.</p> <p>Regarding the above, certain actions or errors are unacceptable and warrants REJECTION OF THE TENDER, for example</p> <ul style="list-style-type: none"> • Pages to be completed, removed from the Tender document, and have therefore not been submitted. • If tender document is not fully completed as required and as stipulated in the tender data. • If any tender document is tempered with or unbind or unbundled. • Failure to complete the schedule of quantities as required. • Scratching out without initialling or signing next to the amended rates or information. • Writing over / painting out rates / the use of correction pen or any erasable ink, e.g. pencil. • The Tender has not been properly signed by a party having the authority to do so, according to the – “Authority for Signatory” • A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted (Additional copy to be attached with Specimen Signatures under the Entity’s Official Letterhead) • Required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. • The Tenderer’s attempts to influence or has in fact influenced the evaluation and/or awarding of the contract. • The Tender has been submitted after the relevant closing date and time • If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. • Tax Clearance Certificate / Valid Tax Compliance Status documents with Pin. • Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin • Certified copies of directors ID. • Copy of company registration documents. • The bidding entity as well as all its directors must submit current (month ended October 2025) certified copies of Municipal account statements which is not in arrears for more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, • Recent (NOT OLDER THAN THIRTY DAYS FROM TENDER CLOSING DATE) Full comprehensive Central Supplier Database (CSD) registration report (NOT a summary) |

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| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

| Clause number | Data |
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| | Evaluation of the Tenderer's position in terms of: <ul style="list-style-type: none"> ▪ Current contractual obligations ▪ Capacity to execute the contract as per pre-set Functionality |
| | <p>Previous experience</p> <p>The procedure for the evaluation of responsive Bids will be on the average of the previous projects where the firm was involved</p> <p>The tenderer shall list in the appropriate Forms the appropriate related and similar projects undertaken by the tenderer.</p> <p>Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> ▪ Experience of contracts of similar nature. |
| | <p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture (if bidding as a JV) related projects.</p> <p>Methodology and Approach:</p> <p>Bidders are required to submit proposed methodology and approach statement on project implementation to determine ability to execute the contract.</p> |
| | <p>Good standing with SA Revenue Services</p> <ul style="list-style-type: none"> ▪ Determine whether an original valid tax clearance certificate has been submitted. ▪ The Tenderer must affix a valid Tax Clearance pin verification |
| | <p>If the Tender does not meet the requirements contained in the MLM Procurement Policy, and the mentioned framework, it will be rejected by the Council and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p> |
| | <p>Penalties</p> <p>The Mkhondo Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. ▪ Impose a financial penalty at the discretion of Council <p>Restrict the contractor / Service Provider, its shareholders, and directors on obtaining any business from the Mkhondo Local Municipality for a period of 5 years.</p> |
| | <p>The additional conditions of Tender are:</p> <ol style="list-style-type: none"> 1 Mkhondo Local Municipality may also request that the Tenderer provide written evidence that his resources are adequate for carrying out the assignments. 2 The Mkhondo Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations. |

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|------------|----------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

T1.2.1 EVALUATION SCHEDULE: TENDER COMPLIANCE

Tender Compliance by the Contracting Firm

| Evaluation Criteria | Evaluation Criteria | Elimination Factor |
|---|--|--------------------|
| Completing tender document | Must initial every page in the tender document, signing and fill the tender document in full. | Yes |
| Tax Compliance Pin | Proof of Tax Registration and Compliance with South African Revenue Service (SARS) | Yes |
| CSD Registration Report | A copy of a FULL / COMPREHENSIVE (Not a Summary) CSD registration report of the company which is not older than 1 (one) month from tender closing date must be attached. | Yes |
| Municipal Services Account | A statement of the municipal account (directors/Company) which does not owe municipal services for more than 90 days must be attached. | Yes |
| Municipal Bid Declaration (MBD) Documents | Bidder must duly complete all Municipal Bidding Declaration (MBD) Documents | Yes |
| Certifying Returnable Documents | A Bidder must certify all returnable documents that must be certified (as per tender instructions) | Yes |
| Initialling of tender document pages | ALL pages of the tender document must be initialled by authorised signatory. | Yes |
| Unauthorised Pen, and Erasures | Bid will be rejected if the bidder uses tipex (or any unauthorised erasures) for corrections, that also includes non-black pens, and non-permanent pens | Yes |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person Authorized to sign Tender:

FULL NAME:

CAPACITY:

SIGNATURE: DATE:

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|------------|----------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

T1.2.2

**ANNEXURE F
(Normative)
STANDARD CONDITIONS OF TENDER**

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

| F1 | GENERAL | |
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| F1.1 | Action | The Employer and each Tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honest, and transparently. |
| F1.2 | Tender Documents | The documents issued by the Employer for the purpose of a tender offer are listed in the tender data. |
| F1.3 | Interpretation F1.3.1 | The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender. |
| | F1.3.2 | These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender. |
| | F1.3.3 | For the purposes of these conditions for the calling for expressions of interest, the following definitions apply: <ul style="list-style-type: none"> a) Comparative offer means the Tenderers financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration. b) Corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs |
| F1.4 | Communication and Employer's agent | <ul style="list-style-type: none"> i) Each communication between the Employer and a Tenderer shall be to or from the Employer's agent only, and in a form that can be read, copied, and recorded. ii) Writing shall be in the English language. |

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|-------------------|----------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

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| | | iii) The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's agent are stated in the tender data. |
| F1.5 | Employer's right to accept or reject any tender offer F1.5.1 | The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so. |
| | F1.5.2 | The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the Tenderer. |
| F2 | TENDERERS OBLIGATIONS | |
| F2.1 | Eligibility | Submit a tender offer only if the Tenderer satisfies the criteria stated in the tender data and the Tenderer, or any of his principals, is not under any restriction to do business with the Employer. |
| F2.2 | Cost of tendering | Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements. |
| F2.3 | Check documents | Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission. |
| F2.4 | Confidentiality and copyright of documents | Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation. |
| F2.5 | Reference documents | Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference. |
| F2.6 | Acknowledge addenda | Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account. |
| F2.7 | Clarification meeting | Attend, where required, a clarification meeting at which meeting the Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting are stated in the tender data. |
| F2.8 | Seek clarification | Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the tender data. |
| F2.9 | Insurance | Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The Tenderer is advised to seek qualified advice regarding insurance. |
| F2.10 | Pricing of the tender offer | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful Tenderer, |

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| TENDER NO. | MKHO06/2025/26 | | | | |
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BIDDER

WITNESS

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WITNESS

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| | F2.10.1 | such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data. |
| | F2.10.2 | Show VAT payable by the Employer separately as an addition to the tendered total of the prices. |
| | F2.10.3 | Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data |
| | F2.10.4 | State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies. |
| F2.11 | Alterations to documents | Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited. |
| F2.12 | Alternative tender offers F2.12.1 | Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes. |
| | F2.12.2 | Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer. |
| F2.13 | Submit a tender offer F2.13.1 | Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data. |
| | F2.13.2 | Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in Black ink. |
| | F2.13.3 | Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer. |
| | F2.13.4 | Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which one of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer. |
| | F2.13.5 | Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the Tenderers name and contact address. |
| | F2.13.6 | Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked " financial proposal " and place the remaining returnable documents in an envelope marked " technical proposal ". Each envelope shall state on the outside the Employer's address |

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| TENDER NO. | MKHO06/2025/26 | | | | |
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BIDDER

WITNESS

EMPLOYER

WITNESS

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| | | and identification details stated in the tender data, as well as the Tenderers name and contact address. |
| | F2.13.7 | Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer 's address and identification details as stated in the tender data. |
| | F2.13.8 | Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated. |
| F2.14 | Information and data to be completed in all respects | Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as non-responsive. |
| F2.15 | Closing time F2.15.1 | Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data. |
| | F2.15.2 | Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline. |
| F2.16 | Tender offer validity F2.16.1 | Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. |
| | F2.16.2 | If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period. |
| F2.17 | Clarification of tender offer after submission | Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted. Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so. |
| F2.18 | Provide other material F2.18.1 | Provide, on request by the Employer, any other material that has a bearing on the tender offer, the Tenderers commercial position (including notarized joint venture agreements), Pre-refencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive. |
| | F2.18.2 | Dispose of samples of materials provided for evaluation by the Employer, where required. |
| F2.19 | Inspections, tests, and analysis | Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data. |
| F2.20 | Submit securities, bonds, policies, etc. | If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies, and certificates of insurance required in terms of the conditions of contract identified in the contract data. |
| F2.21 | Check final draft | Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract. |

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| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

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| F2.22 | Return of other tender documents | If so, instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data. |
| F2.23 | Certificates | Include in the tender submission or provide the Employer with any certificates as stated in the tender data. |
| F3 | THE EMPLOYERS UNDERTAKINGS | |
| F3.1 | Respond to clarification | Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents. |
| F3.2 | Issue Addenda | If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents. |
| F3.3 | Return late tender offers | Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer concerned. |
| F3.4 | Opening of tender submissions F3.4.1 | Tender submissions will not be opened in public, however all received bid submissions will be uploaded on the Municipal website as per the Policy. |
| F3.5 | Two-envelope system F3.5.1 | Where stated in the tender data that a two-envelope system is to be followed, open Only the technical proposal of valid tenders and upload the names of each Tenderer whose technical proposal is opened. |
| | F3.5.2 | Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality. |
| F3.6 | Non-disclosure | Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer. |
| F3.7 | Grounds for rejection and disqualification | Determine whether there has been any effort by a Tenderer to influence the processing of tender offers and instantly disqualify a Tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices. |
| F3.8 | Test for responsiveness F3.8.1 | Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) Complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. |
| | F3.8.2 | A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) Change the Employer's or the Tenderers risks and responsibilities under the contract, or c) Affect the competitive position of other Tenderers presenting responsive tenders if it were to be rectified. |

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| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

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| | | Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation. |
| F3.9 | Arithmetical errors F3.9.1 | Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderers addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. |
| | F3.9.2 | Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1. |
| F3.10 | Clarification of a tender offer | Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer. |
| F3.13 | Acceptance of tender offer F3.13.1 | Accept tender offer only if the Tenderer complies with the legal requirements stated in the Tender Data. |
| | F3.13.2 | Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the form of offer and acceptance. |
| F3.14 | Notice to unsuccessful Tenderers | After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their tender offers have not been accepted by uploading the list on the website. |
| F3.15 | Prepare contract documents | If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of: a) Addenda issued during the tender period, b) Inclusion of some of the returnable documents, c) Other revisions agreed between the Employer and the successful Tenderer, and d) The schedule of deviations attached to the form of offer and acceptance, if any. |
| F3.16 | Issue final contract | Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the Tenderer to submit, after acceptance by the Employer, shall be included. |
| F3.17 | Complete adjudicator's contract | Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed. |
| F3.18 | Provide copies of the contracts | Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance. |

| | | | | | |
|-------------------|-----------------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

| | | |
|--------------|---|---|
| F3.19 | Transparency in the procurement process F3.19.1 | The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process. |
| | F3.19.2 | The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects. |
| | F3.19.3 | The client must publish the information on a quarterly basis which contains the following information: <ul style="list-style-type: none"> • Procurement planning process • Procurement method and evaluation process • Contract type <ul style="list-style-type: none"> • Contract status • Number of firms tendering • Cost estimate • Contract title • Contract firm(s) • Contract price • Contract scope of work • Contract start date and duration • Contract evaluation reports |
| | F3.19.4 | The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process. |
| | F3.19.5 | Consultative Forum must be an independent structure from the bid committees. |
| | F3.19.6 | The information must be published on the employer's website. |
| | F3.19.7 | Records of such disclosed information must be retained for audit purposes |

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|-------------------|-----------------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

PART T2 RETURNABLE DOCUMENTS

LIST OF RETURNABLE DOCUMENTS

(The bidder must complete the following returnable documents).

1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1.1 Schedule 1 : Resolution of Board of Directors
- 1.2 Schedule 2 : Resolution of Board of Directors to enter consortia or JV's (if applicable)
- 1.3 Schedule 3 : Commitments of Tenderer
- 1.4 Schedule 4 : Record of Addenda to tender document
- 1.5 Schedule 5 : Compulsory enterprise questionnaire
- 1.6 Schedule 6 : Certificate for water and lights (Municipal Rates)
- 1.7 Schedule 7 : Proof of Central Supplier Database (CSD) Registration.
- 1.8 Schedule 8 : Schedule of Tenderer's Experience

2 COMPULSORY MUNICIPAL BID DOCUMENTATION

- MBD 1 : Invitation to Bid
- MBD 2 : Tax Compliance Requirements
- MBD 3.1 : Pricing Schedule (Firm Prices) (Not Applicable)
- MBD 4 : Declaration of interest
- MBD 6.1 : Preference certificate (Not Applicable)
- MBD 7.1 : Contract form for rendering of goods and services (Part 1) (Not Applicable)
- MBD 7.1 : Contract form for rendering of goods and services (Part 2) (Not Applicable)
- MBD 8 : Declaration of bidder's past supply chain management practices
- MBD 9 : Certificate of Independent Bid Determine

| | | | | | |
|------------|----------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS (Bidders MUST attach an additional Resolution signed by All Members under the Official Company Letterhead failure which the bid will be rejected)

Resolution of a meeting of the Board of *Directors / Members / Partners of:

| | |
|-------------------|---------|
| (Enterprise Name) | |
| Held at | (place) |
| on | (date) |

RESOLVED that:

| | | |
|----|---|------------------------------|
| 1. | The enterprise submits a bid / tender to the Mkhondo Local Municipality in respect of the following project: | |
| | TENDER MKHO06/2025/26: PANEL OF CONSULTANTS FOR TOWN PLANNING AND LAND SURVEYING SERVICES ON AN AD-HOC BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS. | |
| 2. | Mr / Mrs / Ms | |
| | in his/her capacity a: | (Position in the Enterprise) |
| | and who will sign as follows: | (Authorized Signature) |
| | be, and is hereby, authorized to sign the bid / tender, and any and all other documents and/or correspondence in connection with and relating to the bid /tender, as well as to sign any contract, and any and all documentation, resulting from the award of the bid / tender to the enterprise mentioned above. | |

Directors / Members / Partners of:

| | NAME | CAPACITY | SIGNATURE |
|---|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |

Note:

- *Delete which is not applicable*
- NB.** *This resolution must be signed by all the directors / members / partners of the bidding enterprise.*
- Should the number of directors / members / partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

| | | | | | |
|------------|----------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

SCHEDULE 2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA / J/V

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

| | |
|-------------------|---------|
| (Enterprise Name) | |
| Held at | (place) |
| On | (date) |

RESOLVED that:

| | | |
|-----|--|------------------------------|
| 1. | The enterprise submits a bid / tender, in consortium / joint venture with the following enterprises: | |
| | (List all the legally correct full names and registration numbers, if applicable, of the enterprises forming the consortium / joint venture) | |
| | To the MKHONDO LOCAL Municipality in respect of the following project | |
| | TENDER: MKHO06/2025/26: PANEL OF CONSULTANTS FOR TOWN PLANNING AND LAND SURVEYING SERVICES ON AN AD-HOC BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS | |
| 2. | Mr / Mrs / Ms | |
| | in his/her capacity as | (Position in the Enterprise) |
| | and who will sign as follows | (Authorized Signature) |
| 2.1 | be, and is hereby, authorized to sign a consortium / joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium / joint venture, in respect of the project described under item 1 above. | |
| 2.2 | The enterprise accepts joint and several liability with the parties listed under item 2 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the contract to be entered into with the department in respect of the project described under item 1 above. | |
| 2.3 | The enterprise chooses as its <i>domicilium citandi et executandi</i> for all purposes arising from this joint venture agreement and the contract with the department in respect of the project under item 1 above | |
| | i) Physical address | |
| | ii) Postal address | |
| | | (Code) |
| | iii) Telephone number | |
| | iv) Fax Number | |

All documents applicable to this Schedule must be attached

| | | | | | |
|------------|----------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Directors / Members / Partners of:

| | NAME | CAPACITY | SIGNATURE |
|----|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
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| 7 | | | |
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| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |

Note:

- Delete which is not applicable*
- NB.** *This resolution must be signed by all the directors / members / partners of the bidding enterprise*
- Should the number of directors / members / partners exceed the space available above, additional names and signatures must be supplied on a separate page*

| | | | | | |
|------------|----------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

SCHEDULE 3

COMMITMENTS OF TENDERER

Kindly provide particulars of commitments which the tenderer is presently engaged and/or involved with:

| CURRENT PROJECTS / CONTRACT | ORGANIZATION | CONTACT PERSON NAME | CONTACT TEL. NO. | CONTRACT AMOUNT | CONTRACT PERIOD | DATE OF COMMENCE-MENT | SCHEDULED DATE OF COMPLETION |
|-----------------------------|--------------|---------------------|------------------|-----------------|-----------------|-----------------------|------------------------------|
| | | | | | | | |
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|------------------------|-----------|----------|------|
| | | | |
| NAME OF REPRESENTATIVE | SIGNATURE | CAPACITY | DATE |

| | | | | | |
|------------|----------------|--|--|--|--|
| TENDER NO. | MKHO06/2025/26 | | | | |
|------------|----------------|--|--|--|--|

BIDDER

WITNESS

EMPLOYER

WITNESS

SCHEDULE 4

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / we confirm that the following communications received from the MKHONDO LOCAL Municipality before the submission of this tender offer, amending the tender documents, have been considered in this tender offer: (Attach additional pages if more space is required)

Attach communication requirement by municipality amending the tender documents.

| | DATE | TITLE OR DETAILS |
|-----|------|------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

I / we confirm that no communications were received from the Mkhondo Local Municipality before the submission of this tender offer, amending the tender documents. Bidders must sign this declaration irrespective of an Addendum issued or not by the Employer.

| | | | |
|------------------------|-----------|----------|------|
| | | | |
| NAME OF REPRESENTATIVE | SIGNATURE | CAPACITY | DATE |

| | | | | | |
|------------|----------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

SCHEDULE 5

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: Particulars of sole proprietors and partners in partnerships | | | |
| No | Name* | Identity Number* | Personal Income Tax Number* |
| 3.1 | | | |
| 3.2 | | | |
| 3.3 | | | |
| * Complete only if sole proprietor or partnership and attach separate page if more than 3 partners | | | |
| Section 4: Particulars of companies and close corporations | | | |
| 4.1 | Company Registration number | | |
| 4.2 | Close corporation number | | |
| 4.3 | Tax reference number | | |
| Section 5: Record in the 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 | | 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 any provincial legislation | | A member of an accounting authority of any national or provincial public entity | |
| A member of the National Assembly or the National Council of Province | | An employee of Parliament or a provincial legislature | |
| A member of the board of directors of any municipal entity | | An official of any municipality or municipal entity | |
| Name of sole proprietor, partner in a partnership or 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 |
| | | | |
| | | | |
| | | | |
| Section 6: Records of spouses, children and parents in the service of the state | | | |

| | | | | |
|------------|----------------|--|--|--|
| TENDER NO. | MKHO06/2025/26 | | | |
|------------|----------------|--|--|--|

Indicate by making the relevant boxes with a cross, if any spouses, 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 | | 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 any provincial legislature | | A member of an accounting authority of any national or provincial public entity | |
| A member of the National Assembly or the National Council of Province. | | An employee of Parliament or a provincial legislature | |
| A member of the board of directors of any municipal entity | | An official of any municipality or municipal entity | |
| 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 |
| | | | |
| | | | |
| | | | |

The undersigned, who warrants that he/she is duly authorized 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 frauds or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) **confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.**

Note: insert separate page if necessary

| | |
|-------------------------------|---|
| | |
| NAME OF REPRESENTATIVE | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| CAPACITY | DATE |

| | | | | | |
|------------|----------------|--|--|--|--|
| TENDER NO. | MKHO06/2025/26 | | | | |
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SCHEDULE 6

CLEARANCE CERTIFICATE FOR MUNICIPAL SERVICES ACCOUNT

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates, and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Each bidder must complete the below checklist.

Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

| QUESTIONS | | YES | NO |
|---|--|-----|----|
| 1. | Do you own a property? | | |
| 2. | Do you receive a municipal rates account? | | |
| 3. | Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)? | | |
| 4. | If yes, provide the following details: | | |
| 4.1 | ▪ Municipality name | | |
| 4.2 | ▪ Municipal account number | | |
| 5. | If yes, please attach proof in the form of the original or certified copy of the bidder's recent (October 2025) municipal rates statement | | |
| 6. | Does the bidder lease / rent the property where the business is situated? | | |
| 7. | If yes, provide the following details: | | |
| 7.1 | ▪ Landlord name | | |
| 7.2 | ▪ Address property is situated | | |
| 7.3 | ▪ Contact number of landlord | | |
| 8. | Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof | | |
| I, (Insert full name) | | | |
| of (insert physical address) | | | |
| being a Director, Principal Shareholder, owner of company (Insert company name) | | | |
| Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge | | | |
| SIGNATURE | | | |

* IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR BID AS NON-RESPONSIVE

| | | | | | |
|------------|----------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

Names of all directors, their ID numbers and municipal account number.

| Director / Shareholder / partner | ID Number of Director / Shareholder / Partner | Physical residential address of the Director / shareholder / partner | Municipal Account number(s) | Municipality where the account is held |
|----------------------------------|---|--|-----------------------------|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

- Copies of **current (month October 2025)** municipal accounts mentioned of each Director, Shareholder, and partner listed above

CERTIFICATION

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

I FURTHER UNDERTAKE FULL REPSONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT THE EMPLOYER (MKHONDO LOCAL MUNICIPALITY) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT INFORMATION PROVIDED.

Signed _____ Date

Name _____ Position

Bidder

| | | | | | |
|------------|----------------|--|--|--|--|
| TENDER NO. | MKHO06/2025/26 | | | | |
|------------|----------------|--|--|--|--|

BIDDER

WITNESS

EMPLOYER

WITNESS

SCHEDULE 7 PROOF OF CSD REGISTRATION

Bidders MUST attach Proof of Comprehensive CSD registration report (Not older than thirty days from tender closing date) hereto and provide CSD Supplier Number:

| |
|------------|
| MAAA _____ |
|------------|

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

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

I FURTHER UNDERTAKE FULL RESPONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT THE EMPLOYER (MKHONDO LOCAL MUNICIPALITY) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT INFORMATION PROVIDED.

Signed _____

Date

Name _____

Position

Bidder

| | | | | | |
|------------|----------------|--|--|--|--|
| TENDER NO. | MKHO06/2025/26 | | | | |
|------------|----------------|--|--|--|--|

SCHEDULE 8

EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The following is a statement of major works of a similar nature successfully executed by me/us. The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for **TENDER DESCRIPTION** will be evaluated.

Briefly describe company or individual experience regarding the above scope of work and attach this to this schedule.

NB: Proof of previous similar (construction of sanitation toilets) work history must be attached in form of Appointment Letters, or Completion Certificates.

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: **All documents applicable to this Schedule must be attached.**

| Employer, contact person and telephone number, where available | Description of work (service) | Value of work (i.e. the service provided) inclusive of VAT (Rand) | Date completed / Appointed |
|--|-------------------------------|---|----------------------------|
| | | | |
| | | | |
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| | | | |

I the undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

| | |
|------------------|---|
| | |
| SIGNED AT | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | NAME AND CAPACITY |

| | | | | | |
|-------------------|-----------------------|--|--|--|--|
| TENDER NO. | MKHO06/2025/26 | | | | |
|-------------------|-----------------------|--|--|--|--|

**DETAILS OF TAX COMPLIANCE STATUS AND
TAX CLEARANCE CERTIFICATE REQUIREMENTS**

| | |
|--------------------------|--|
| TAXPAYER NAME | |
| TRADING NAME | |
| TAX REFERENCE NUMBER (S) | |
| VAT | |
| PIN | |
| EXPIRY DATE | |

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

| | | | | | |
|------------|----------------|--|--|--|--|
| TENDER NO. | MKHO06/2025/26 | | | | |
|------------|----------------|--|--|--|--|

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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. To give effect to the above, the following questionnaire must be completed and submitted with the bid.

| No. | Information | Please provide detail | |
|--------|---|-----------------------|----|
| 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 | | |
| Note | <i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i> | | |
| 3.7 | Are you presently in the service of the state? If yes, please furnish particulars: | Yes | No |
| 3.7.1 | Name of director | | |
| 3.7.2 | Service of state organization | | |
| 3.8 | Have you been in the service of the state for the past twelve months? If yes, please furnish particulars: | Yes | No |
| 3.8.1 | Name of director | | |
| 3.8.2 | Service of state organization | | |
| 3.9 | Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars: | Yes | No |
| 3.9.1 | Name of person in the service of state | | |
| 3.9.2 | Relationship | | |
| 3.10 | 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? If yes, please furnish particulars: | Yes | No |
| 3.10.1 | Name of person in the service of state | | |
| 3.10.2 | Relationship | | |

| | | | |
|-------------------------------------|--|-----|----|
| 3.11 | Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state? | Yes | No |
| If yes, please furnish particulars: | | | |
| 3.11.1 | Name of director | | |
| 3.11.2 | Service of state organization | | |
| 3.12 | Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state? | Yes | No |
| If yes, please furnish particulars: | | | |
| 3.12.1 | Name of director | | |
| 3.12.2 | Name of relative | | |
| 3.12.3 | Relationship | | |
| 3.13 | Do you or any of the directors, trustees, managers, principal 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 |
| If yes, please furnish particulars: | | | |
| 3.13.1 | Name of director | | |
| 3.13.2 | Related company | | |
| Note: | <p>SCM Regulations:</p> <p>"In the service of the state" means to be –</p> <p>(a) a member of –</p> <p>(i) any municipal council;</p> <p>(ii) any provincial legislature; or</p> <p>(iii) the national Assembly or the national Council of provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official of any municipality or municipal entity;</p> <p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial public entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p>"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.</p> | | |

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

| FULL NAME | IDENTITY NUMBER | STATE EMPLOYEE NO. |
|-----------|-----------------|--------------------|
| | | |
| | | |
| | | |

5. I, the undersigned certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

| | |
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| NAME OF REPRESENTATIVE | AUTHORIZED SIGNATURE (UNDERSIGNED) |
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| DATE | CAPACITY |

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| TENDER NO. | MKHO06/2025/26 | | | | |
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CONTRACT FORM - RENDERING OF SERVICES – GOODS AND SERVICES (PART 1)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render the services as described in the attached bidding documents to MKHONDO LOCAL Municipality in accordance with the requirements and task directives / proposals specifications stipulated in **Bid Number MKHO06/2025/26** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Filled in task directive/proposal;
 - Returnable schedules
 - Municipal bid documents
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder’s past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - Service Level Agreement.
 - 2.2 General Conditions of Contract;
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

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| SIGNED AT | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | NAME AND CAPACITY |
| WITNESSES: (SIGNATURE) | DATE |
| 1. | |
| 2. | |

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| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

CONTRACT FORM - RENDERING OF SERVICES – GOODS ND SERVICES (PART 2)

PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)

1. I,
 In my capacity as
 accept your bid under
 for rendering of services hereunder and / r further specified in the annexures.
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION & CONTENT (if applicable) |
|------------------------|---------------------------------------|-----------------|-------------------------------------|--|
| | | | | |

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

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| SIGNED AT | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | NAME AND CAPACITY |
| WITNESSES: (SIGNATURE) | OFFICIAL STAMP |
| | |
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| TENDER NO. | MKHO06/2025/26 | | | | |
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DECLARATION OF BIDDERS 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:
 - 3.1 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2 been convicted for fraud or corruption during the past five years;
 - 3.3 wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| ITEM | QUESTION | YES | NO |
|-------|--|-----|----|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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)? 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: | | |
| 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 |
| 4.5.1 | If so, furnish particulars: | | |

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| TENDER NO. | MKHO06/2025/26 | | | | |
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CERTIFICATION

I, the undersigned 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.

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| | |
| NAME OF REPRESENTATIVE | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | CAPACITY |

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| TENDER NO. | MKHO06/2025/26 | | | | |
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BIDDER

WITNESS

EMPLOYER

WITNESS

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This municipal bidding document (MBD) must form part of all bids¹ 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 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

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| TENDER NO. | MKHO06/2025/26 | | | |
| | | BIDDER | WITNESS | EMPLOYER |
| | | | | WITNESS |

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**TENDER: MKHO06/2025/26
 PANEL OF CONSULTANTS FOR TOWN PLANNING AND LAND SURVEYING SERVICES ON AN AD-HOC
 BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

in response to the invitation for the bid made by:

Mkhondo Local Municipality

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

I certify, on behalf of:

NAME OF COMPANY

that:

1. I have read and I understand the contents of this certificate.
2. I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. Has been requested to submit a bid in response to this bid invitation;
 - b. Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

7.1 Prices;

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| TENDER NO. | MKHO06/2025/26 | | | |
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BIDDER

WITNESS

EMPLOYER

WITNESS

- 7.2 Geographical area where product or service will be rendered (market allocation);
 - 7.3 Methods, factors or formulas used to calculate prices;
 - 7.4 The intention or decision to submit or not to submit a bid;
 - 7.5 The submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6 Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ **Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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| NAME OF REPRESENTATIVE | AUTHORIZED SIGNATURE (UNDERSIGNED) |
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| TENDER NO. | MKHO06/2025/26 | | | |
| | BIDDER | WITNESS | EMPLOYER | WITNESS |

THE CONTRACT

PART C1.2: CONTRACT DATA

PART C2: SCOPE OF WORKS

PART C3: GENERAL CONDITIONS OF CONTRACT

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| TENDER NO. | MKHO06/2025/26 | | | | |
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BIDDER

WITNESS

EMPLOYER

WITNESS

C1.2 CONTRACT DATA (CONDITIONS OF CONTRACT)

The following contract specific data are applicable to this Contract:

PART 1: CONTRACT SPECIFIC DATA

| Clause | Data |
|------------------------|---|
| 1.1.1 | The Defects Liability Period is: Not Applicable. |
| 1.1.2 | The time for achieving Practical Completion is: Not Applicable. |
| 1.1.3 | The name of the Employer is: MKHONDO LOCAL Municipality |
| 1.1.4 | The following additional definition applies: - “ Drawings ”: Means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer. |
| 1.1.5 | The following additional definition applies: - “ Letter of Notification ”: Means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. |
| 1.2.1.2 | Delivery of Notices |
| 1.2.1.2.1 1.2.1.2.2 | The following two additional sub-clauses, covering alternative methods of communication, apply: - Sent by facsimile or any like communication irrespective of it being during office hours or otherwise. Posted to the addressee for certified delivery by the postal Authorities |
| 1.2.1.2 | The address of the Employer for receipt of communications is: <u>Physical address:</u> Mkhondo Local Municipality Cnr Mark and De Wet Street eMkhondo Tel : (017) 004 0197 <u>Postal address :</u> Mkhondo Local Municipality P o Box 23 eMkhondo, 2380 Email : mgumede@mkhondo.gov.za |
| 2.1.4 | The following additional clause applies: - "Without limiting the generality of the afore going, the Schedule of Rates and Prices shall include: The provision and use of all labour, plant, tools instruments, templates, materials, transport, and all other appliances that may be required for satisfactorily protecting and efficiently carrying out the works without interruption or delay. The provision and housing of adequate staff and labour force and the provision of false work of every kind and description necessary for the due and proper performance of the Contract. |

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| TENDER NO. | MKHO06/2025/26 | | | | |
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| | <p>The execution of the Works in orderly and progressive manner until it has been completed. Time being of the essence of the Contract the progressive development of the Works shall be arranged so that the time from the start to the finish of the construction of the said Works shall not exceed the time laid down in the Tender.</p> <p>The inclusion in the tendered rates for all and any of the general liabilities such as Establishment Charges, legal contingencies, regulations, risks or damage, Royalties, and all other overhead charges.</p> <p>The submission of a tender shall be considered prima facie evidence that the Contractor has complied with the requirements of this clause and has satisfied himself as to all circumstances and local conditions which may influence or affect his Tender."</p> |
| 2.4.3 | <p>The following additional clause applies: -</p> <p>In the event of any discrepancy or conflict between any parts of the Contract Documents, the order of precedence shall be as follows:</p> <ol style="list-style-type: none"> 1. Project Specifications 2. Special Conditions of Contract 3. General Conditions of Contract 4. Conditions of Tender 5. Standardised/Particular Specifications |
| 2.5.1 | <p>The following additional clause applies: -</p> <p>The Employer may make direct payments to suppliers on behalf of the Contractor subject to the receipt of a specific request from the Contractor and subject to the following conditions:</p> <ul style="list-style-type: none"> - An original of the invoice together with a signed Cession Form is submitted together with a certificate approved by the Employer's Agent. - The Contractor cedes, transfers, and assigns all the rights, title and interest in and to the materials and goods to the total value of the invoice. |
| 3.2.3 | <p>The cession shall become effective as soon as payment is made by the Employer or on behalf of the Employer.</p> <p>The Contractor indemnifies the Employer against any loss or damage whatsoever to the said material and goods whilst they are in the Contractors possession and in transit to the site and until such time as they are safely and properly stored on the site, and the Contractor undertakes to effect adequate insurance against these risks. Such insurance shall be for the full value of the materials and goods and goods certified for payment and the insurance policy ceded in full to the Employer.</p> <p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> |
| | <p>Clause 3.3.1 Nomination of Employer's Agent's Representative Clause 3.3.4 Employer's Agent's authority to delegate Clause 5.8.1 Non-working times Clause 5.11.1 Suspension of the Works Clause 5.12.4 Acceleration instead of extension of time</p> |

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| TENDER NO. | MKHO06/2025/26 | | | | |
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| 3.2.5 | <p>The following additional clause applies: -</p> <p>The onus rests with the Contractor to raise any item about which the Contractor may be uncertain, with the Employer's Agent's Representative. Any advice given to the Contractor by the Employer's ent's Representative in response to matters so raised shall not be construed as instructions and shall be held to have been given without prejudice.</p> |
| 3.3.6 | <p>The following additional clause applies: -</p> <p>The Employer or the Employer's Agent under delegated authority, reserves the right to obtain the services of consultants on any matter pertaining to this contract; the employment of such consultants forms no part of this contract; a consultant's advice and/or documentation is to be followed only if the Employer's Agent or the Employer's Agent's Representative so instructs.</p> |
| 4.1 | <p>All references to "design" are deemed to be deleted and the Contractor shall bear no liability in respect of the Projects design, other than the temporary works and items clearly indicated to design on drawings.</p> |
| 4.3.3 | <p>The following additional clause applies: -</p> <p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.</p> <p>An agreement is included in the Contract Document (C1.1 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p> |
| 5.3.1 | <p>The documentation required before commencing with the Works execution are:</p> <ul style="list-style-type: none"> • Service Level Agreement with the Employer |
| 5.3.2 | <p>The time to submit the documentation required before commencement of the Works is:</p> <p>07 calendar days</p> |
| 5.4.2 | <p>Access and possession of site shall not be exclusive to the Contractor but will be shared by the Employers management / maintenance and operational staff on site.</p> |
| 5.4.3 | <p>The Service Provider shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.</p> |
| 5.1.1 & 5.8.1 | <p>The non-working days are Saturdays and Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> (1) All gazetted public holidays falling outside the year end break. (2) All applicable public holidays including the December "builders' holiday" period. |

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| TENDER NO. | MKHO06/2025/26 | | | | |
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| 5.8.3 | <p>The following additional clause shall apply:</p> <p>Should the Employer's Agent permit work outside of normal Employer working hours (viz Mondays to Fridays inclusive sunrise to sunset) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Employer's Agent's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Employer's Agent has ordered such work, the salary of the representative will be to the account of the Employer.</p> <p>A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out in 5.8.1"</p> |
| 6.1 | Price adjustment for variations in the cost of special materials are: Not allowed |
| 7.1: | <p>Disputes are to be settled in terms of paragraph 50 of the SCM Regulations, which reads as follows:</p> <ol style="list-style-type: none"> (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes: <ol style="list-style-type: none"> (a) to assist in the resolution of disputes between the Municipality and other persons regarding: <ol style="list-style-type: none"> (i) any decisions or actions taken in the implementation of the supply chain management system; or (ii) any matter arising from a contract awarded in the course of the supply chain management system; or (b) To deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract. (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively. (3) The person appointed must: <ol style="list-style-type: none"> (a) strive to resolve promptly all disputes, objections, complaints or queries received; and (b) Submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved. (4) A dispute, objection, complaint or query may be referred to the provincial treasury if: <ol style="list-style-type: none"> (a) the dispute, objection, complaint or query is not resolved within 60 days; or (b) No response is forthcoming within 60 days. (5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution. (6) This section must not be read as affecting a person's rights to approach a court at any time. |

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| TENDER NO. | MKHO06/2025/26 | | | | |
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PART C2

C2.1 SCOPE OF WORKS

DETAILED SCOPE OF WORKS

PURPOSE

The purpose is to appoint a reputable panel of professional service providers, that are experienced in the field town planning and land surveying services. The underneath services shall form part of the scope of works for panellists for the duration of the contract. The panellists will be utilised on an ad-hoc basis for a period of period of thirty-six (36) months. The works shall comprise of:

Town Planning

- Township establishment services
- Sub-division and consolidation of applications
- Rezoning applications administration
- Public areas closure applications
- Settlement layouts designs
- Amendment of township general plans
- Extension of township boundaries services
- Preliminary specialist studies
- Review of the Mkhondo Spatial Development Framework
- Assist with understanding a thorough and comprehensive land audit for all land parcels within our jurisdiction with a % ownership distribution profile
- To ensure our audited land database is up to date through supplementary audits as and when required

Land Surveying

- Pegging of erven
- Compilation of survey diagrams and submission to the surveyor general
- Obtaining of approval and ensuring registration of survey diagrams from the surveyor general
- Rectification and confirmation of existing erven
- Identification of Erf/Stand Beacons/Pegs
- Amendment of township General Plans
- Extension of township boundaries services

Contract Duration

- The duration of the contract shall be thirty-six months

Work Allocation

- Where a Panel of Service Professional (PSPs) have been appointed, the Employer source quotations from panelists on the relevant expertise and will be evaluated on mandatory returnable, price and specific goals for awards or allocations. on sourcing of quotations for town planning and land surveying projects, only panelists with experience in the relevant field will be requested to quote for that particular service.

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| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

CLASSIFICATION OF WORKS

Bidders must indicate and show the field of works they wish to apply for in the Panel:

| | SERVICE DESCRIPTION | Tick the Relevant Field |
|----|----------------------------|--------------------------------|
| 1. | Town Planning Services | |
| 2. | Land Surveying Services | |

CERTIFICATION

I, the undersigned 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.

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| NAME OF REPRESENTATIVE | AUTHORIZED SIGNATURE (UNDERSIGNED) |
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| TENDER NO. | MKHO06/2025/26 | | | | |
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PART C3: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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.

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| TENDER NO. | MKHO06/2025/26 | | | | |
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- 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

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|------------|----------------|--|--|--|--|
| TENDER NO. | MKHO06/2025/26 | | | | |
|------------|----------------|--|--|--|--|

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 so far as may be necessary for purposes of such performance.

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

5.3. except for purposes of performing the contract.

5.4. Any document, other than the contract itself mentioned in GCC clause

5.5. 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.

5.6. 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

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:

7.3.1. 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

7.3.2. 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

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|------------|----------------|--|--|--|--|
| TENDER NO. | MKHO06/2025/26 | | | | |
|------------|----------------|--|--|--|--|

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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 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

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|------------|----------------|--|--|--|--|
| TENDER NO. | MKHO06/2025/26 | | | | |
|------------|----------------|--|--|--|--|

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:

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

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

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

13.1.4. 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

13.1.5. 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

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|------------|----------------|--|--|--|--|
| TENDER NO. | MKHO06/2025/26 | | | | |
|------------|----------------|--|--|--|--|

specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.3. 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. 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.

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|------------|----------------|--|--|--|--|
| TENDER NO. | MKHO06/2025/26 | | | | |
|------------|----------------|--|--|--|--|

BIDDER

WITNESS

EMPLOYER

WITNESS

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 contracts 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, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 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

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|-------------------|-----------------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

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:

- 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;
- if the Supplier fails to perform any other obligation(s) under the contract; or
- if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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|------------|----------------|--|--|--|--|
| TENDER NO. | MKHO06/2025/26 | | | | |
|------------|----------------|--|--|--|--|

BIDDER

WITNESS

EMPLOYER

WITNESS

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24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping 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

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|------------|----------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

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.

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|-------------------|-----------------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

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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|------------|----------------|--------|---------|----------|---------|
| TENDER NO. | MKHO06/2025/26 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |