MOGALAKWENA LOCAL MUNICIPALITY

RE-ADVERTISEMENT

BID NO: 46-2024/2025

REQUEST FOR PROPOSALS FOR THE LONG-TERM LEASE AND DEVELOPMENT OF ERF 6484, PIET POTGIETERSRUST EXTENSION 12, MEASURING 8926 SQUARE METRES FOR BUSINESS

SUBMISSION OF BID DOCUMENT DEADLINE

Date of Advertisement: 07 June 2026
Closing Date:17 July 2026
Time: 12h00
Venue: Mogalakwena Local Municipality
54 Retief Street, Ground Floor,
Mokopane,0601

Name of Bidder	
CSD Master Registration Number	
Physical Address	
Contact Person(s)	
Contact Number(s)	
E-Mail Adress	
Total Bid Price: Vat Inclusive	

The sealed bid document must be deposited in the Tender Box provided at the Mogalakwena Local Offices, 54 Retief Street, Mokopane, 0601 by no later than **12h00** on **17 July 2026** where bids will be opened in public. Please be advised that the name, address, and contact details should be written on the back of the envelope.



PART A: ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING DOCUMENTS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED ARE ATTACHED TO THE BID DOCUMENT:

Description	Yes/No			
MBD 1 — Invitation to Bid Is the form duly completed and signed?	**Yes**		**No**	
Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	**Yes**		**No**	
MBD 3.1 - Pricing Schedule — Firm Prices (Purchases) Is the form duly completed and signed?	**Yes**		**No**	
MBD 4 Declaration of Interest Is the form duly completed and signed?	**Yes**		**No**	
MBD 6.1 Preference Points Claim Form Is the form duly completed and signed?	**Yes**		**No**	
MBD 8 Declaration of Past Supply Chain Practices Is the form duly completed and signed?	**Yes**		**No**	
MBD 9 Certificate of Independent Bid Determination Is the form duly completed and signed?	**Yes**		**No**	
Declaration for Municipal Accounts Is the form duly completed and signed?	**Yes**		**No**	
Experience of Bidder Is the form duly completed with relevant experience detailed and signed?	**Yes**		**No**	
Pricing schedule Is the form duly completed and signed?	**Yes**		**No**	

Name of Bidder			
Signature		**Name (print)**	
Capacity		**Date**	

2. BID NOTICE & INVITATION TO BID

MOGALAKWENA MUNICIPALITY

BID NO: 46-2024/2025 RE-ADVERT

REQUEST FOR PROPOSALS FOR THE LONG-TERM LEASE AND DEVELOPMENT OF ERF 6484, EXTENSION 12, MEASURING 8926 SQUARE METRES FOR BUSINESS

ADVERTISEMENT				
PROJECT NAME	**TENDER NUMBER**	**BRIEFING SESSION**	**ADVERT DATE**	**CLOSING DATE**
REQUEST FOR PROPOSALS FOR THE LONG-TERM LEASE AND DEVELOPMENT OF ERF 6484, EXTENSION 12, MEASURING 8926 SQUARE METRES FOR BUSINESS	46-2024/2025 (Re-advert)	None	07 June 2026	17 July 2026 @12:00pm

Mogalakwena Municipality will evaluate, adjudicate, and award the bids in accordance with the PPPFA of 2022. Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received. Bid documents can be downloaded free of charge from the Mogalakwena Local Municipality's official website, www.mogalakwena.org, or the e-Tender Portal, www.etenders.gov.za.

Procurement inquiries : Supply Chain Management **Telephone Number**: 015 491 9649/9662
Technical inquiries : Planning and Economic Development **Telephone Number**: 015 491 9621/078 595 0979

The respective project name with the project number must be clearly marked on the envelope before submission. Complete tender documents, fully priced, signed and sealed in an envelope must be deposited in the Tender Box at Mogalakwena Municipality, 54 Retief Street, Mokopane, by no later than **12h00 17 JULY 2026** for the above project when all tenders are received, The Municipality will open the Bids/Tender documents in public at the Old Council Chamber, on the Ground Floor

The bids will be evaluated according to the Procurement Policy of the Municipality and other applicable legislation. Late, faxed or telephonic tenders will not be accepted.

NB* Service providers should take note that no bid/service will be awarded to a service provider who is not registered on Web Based Central Supplier Database (CSD).

No late, faxed, telegraphic, emailed and telephonic tenders will be accepted. The council also reserves the right to negotiate further conditions and requirements with the successful tenderer.

The Municipality does not bind itself to accept the lowest or any tender, and reserves the right to accept any tender or any part thereof, which may result in the acceptance of more than one tender, whichever the case may be.

MM MALULEKA
MUNICIPAL MANAGER

MBD 1: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALAKWENA LOCAL MUNICIPALITY					
Bid Number	46-2024/2025 (re-advert)	**Closing Date**	17 July 2026	**Closing Time**	12h00 p.m.
Description	**REQUEST FOR PROPOSALS FOR THE LONG-TERM LEASE AND DEVELOPMENT OF ERF 6484, PIET POTGIETERSRUST EXTENSION 12, MEASURING 8926 SQUARE METRES FOR BUSINESS**				
THE SUCCESSFUL BIDDER(S) WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1, MBD 7.2, OR MBD 7.3)					

DULY COMPLETED BID DOCUMENT MUST BE DEPOSITED IN THE MARKED TENDER BOX AT MOGALAKWENA LOCAL MUNICIPALITY, 54 RETIEF STREET, MOKOPANE, 0601, ON OR BEFORE 12H00

SUPPLIER INFORMATION				
Name of Bidder				
Postal Address				
Street Address				
Telephone Number	**Code**		**Number**	
Cellphone Number				
Facsimile Number	**Code**		**Number**	
E-Mail Address				
VAT Registration Number				
Tax Compliance Status	**TCS PIN**		**CSD No.**	
Preferential Points (80/20 or 90/10)	Price = 80/90	Preferential Points = 20/10	Total = 100	

Specific Contract Participation Goals	**20**	**10**	**Tick for claim**
Black people (With no franchise in the national elections before the 1983 and 1993 Constitution/HDI)	**6**	**3**	
Women/Female (HDI)	**3**	**1**	
People with disability (HDI)	**3**	**2**	
Youth	**4**	**2**	
Locality (within Mogalakwena Municipality)	**4**	**2**	
TOTAL HDI SCORE			

Total Number of Items Offered		**Total Bid Price**:
Signature of Bidder		**Date:**
Capacity under which this bid is signed:		

ENQUIRIES MAY BE DIRECTED TO		
Contact Person	**Supply Chain Management**	
Telephone Number	015 491 9649/9662	

PART B

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 retyped)**
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 where applicable, any other special conditions of contract.
2. TAX COMPLIANCE STATUS
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 the South African Revenue Services (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. To use this provision, taxpayers must 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 below.
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/CSB number.
2.7 Where no TCS is available, but the bidder is registered on the Central Suppliers Database (CSD), a CSD number must be provided.
3. QUESTIONNAIRE TO BIDDING FOREIGNERS
3.1 Is the entity a resident of the Republic of South Africa (RSA)?
3.2 Does the entity have a branch in the RSA?
3.3 Does the entity have a permanent establishment in the RSA?
3.4 Does the entity have any source of income in the RSA?
3.5 Is the entity liable in RSA for any form of taxation?
If the answer is "no" to all the above, then it is not a requirement to register for a Tax Compliance Status System PIN Code from SARS and if not, the bidder must register as per 2.3 above.

NB: Failure to provide any of the above particulars may render the bid invalid. No bids will be accepted and considered from persons in the service of the state.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……

3. FORM OF OFFER AND ACCEPTANCE

OFFER (to be completed by the Tenderer)

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

BID NO: 46-2024/2025 RE-ADVERT

REQUEST FOR PROPOSALS FOR THE LONG-TERM LEASE AND DEVELOPMENT OF ERF 6484, PIET POTGIETERSRUST EXTENSION 12, MEASURING 8926 SQUARE METRES FOR BUSINESS The tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

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

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

_____

_____

_____Rand (in words)

R_____ (In figures).

This Offer may be accepted by the Employer by signing the acceptance part of this form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of the contract identified in the contract data.

Signature		**Date**	
Name			
Capacity			
Name of Tenderer			

Witness

Signature _____Date_____

ACCEPTANCE (To be completed by the Employer)
By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

Part 1 Agreements and Contract Data (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative(s) of both parties.

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

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

For the Employer

Name		**Signature**	
Date			
Capacity	Municipal Manager	Chief Financial Officer	
For the Employer	Mogalakwena Local Municipality		
Name of Witness		**Signature**	

4. GENERAL CONDITION OF BID

1. General Conditions of Contract

1.1 This bid is subject to the General Conditions of Contract (GCC) 2010 and, where applicable, any other Special Conditions of Contract (SCC). Whenever there is a conflict between the GCC and the SCC, the provisions in the SCC shall prevail.

2. Pricing

2.1 Rates and prices offered by the bidder must be written on the pricing schedule or form of offer of this document by hand, completed in full, and signed by a duly authorized signatory.

2.2 All prices shall be quoted in South African currency and must be **inclusive of VAT.** Bid prices that do not include VAT shall not be considered.

2.3 Bid prices must include all expenses, disbursements, and costs (e.g. transport, accommodation, etc.) that may be required for the execution of the bidder's obligations in terms of the contract. Bid prices shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the contract, as well as overhead charges and profit (if the bid is successful) unless otherwise specified.

2.4 All bid prices will be final and binding. A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall read out at the bid opening and shall be deemed to be the bid amount. Therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.

3. Forward Exchange Rate Cover

3.1 In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover to protect the Municipality against exchange rate variations.

3.2 The bidder must provide proof of forward exchange rate cover within fourteen (14) days after the order was placed.

3.3 If proof that forward exchange rate cover was taken out within fourteen days after the order was placed but the proof is not submitted to the Municipality with the invoice, the contract price adjustment will not be accepted, and the contract may be canceled.

4. Submission of Bids

4.1 Sealed bids, with the **"bid number and title"** clearly marked on the envelope must be deposited in the bid box on or before the closing date and time of the bid.

4.2 The bid box is situated in the Mogalakwena Local Municipality, Ground Floor, 54 Retief Street, Mokopane.

4.3 All attachment documents must be securely attached to the bid document. The Municipality shall not be held liable for any loss or damages due to the bidder's failure to comply with this condition.

4.4 If a courier service company is used for the delivery of the bid document, the bidder's description must be included in the delivery note/courier packaging and the courier must ensure that the bid documents are placed/ deposited into the bid box. The Mogalakwena Local Municipality will not be held liable for any bid document that is not timeously delivered, mislaid, or incorrectly delivered due to the negligence of the courier company or other party involved in the delivery of the bid document.

Please note:

- Bids that are deposited in the incorrect box shall not be considered.
- Mailed, telegraphic, or faxed bids shall not be accepted.
- Bid documents may only be completed in **black ink**. bidder errs while filling in the document

- The use of correction fluid and/or tape on the bid documents is prohibited. If there is an error, the bidder must draw a line through the error information, initial next to it, and make the correction directly above/below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed)

5. Opening, Recording, and Publication of Bids Received

5.1 Bids shall be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and any alternative bids will be read out aloud.

5.2 Details of the bids received in time will be recorded in a register which is open to public inspection.

5.3 Any bid received after the appointed time for the closing of bids **will not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the respective bidders at their request and cost.

6. Validity Period of Bids

Bids shall remain valid for ninety (90) days after the closing date of the bids.

7. Incorrect Information

Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the Municipality may, in addition to any other legal recourse at it has or may have, recover from the contractor all costs, losses, or damages incurred or sustained by the municipality as a result of the award of the contract.

8. Withdrawal of Bid During and After the Supply Chain Management (SCM) Process

8.1 When a bidder withdraws his or her bid during the SCM process, it must be in writing, prior to the award of the bid, of which Mogalakwena Local Municipality holds the right to accept or reject with or without a claim for any damages.

8.2 When a successful bidder withdraws or cancels the contract after the award of the bid to same, such bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

9. Invoices

9.1 Invoices must be forwarded to the **Mogalakwena Local Municipality, 54 Retief Street, Mokopane, 0601**

9.2 Tax invoices must comply with the requirements stipulated by SARS (VAT Act, 89 of 1991)

9.3 Ordinary Invoice (Not VAT Registered)

a) The word **"INVOICE"** must be displayed in a prominent place on the face of the invoice.
b) The official invoice number and date of transaction must be clearly displayed.
c) Trade name, legal name, registration number (if any) and address of supplier.
d) The official order number of the Mogalakwena Local Municipality is compulsory (non-compliance, no payment).
e) The Municipality's name and address.
f) Accurate description of goods and/or services supplied/provided.
g) Price

9.4 VAT/Tax Invoice (VAT Registered)

a) The words **"TAX INVOICE"** must be displayed in a prominent place on the face of the invoice.
b) Address and VAT number of supplier
c) The official invoice number and date of transaction must be clearly displayed.

d) Trade name, legal name, registration number (if any), and address of supplier.
e) The official order number of the Mogalakwena Local Municipality is compulsory (non-compliance, no payment).
f) The Municipality's name and address and VAT registration number **(4040106637)**.
g) Accurate description of goods and/or services supplied/provided.
h) Unit of measurement of goods or services supplied or provided.
i) Price and VAT amount

10. Payment Terms

10.1 It is the policy of Mogalakwena Local Municipality to pay all creditors by means of electronic funds transfer (EFT).

10.2 Creditors will be paid within 30 days after receiving an invoice and statement for the month in question, detailing all invoices during the month and reflecting the total amount due by the Municipality. The Municipality may, at its discretion, deviate from the but only in exceptional circumstances.

11. Poor Performance

Where a supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the Mogalakwena Local Municipality, the bidder will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or canceled.

12. Central Supplier Database

No awards will be made to a bidder who is not registered on the National Treasury's Central Supplier Database.

13. Payment Terms

13.1 No bidder will be refunded any cost or disbursements incurred in respect of the project, save for where prior written approval of the Mogalakwena Local Municipality has been obtained in respect of such expenditure.

13.2 Any authorized disbursements will be refunded at the reasonable and actual cost determined by the Mogalakwena Local Municipality. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the Mogalakwena Local Municipality's travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa.

13.3 All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.

13.4 All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by the Mogalakwena Local Municipality.

14. Joint Venture Agreement or Consortia

14.1 Bidders intending to bid in a joint venture or consortium must submit the following documentation together with the bid:

a) A valid Tax Compliance Status Verification PIN issued by SARS of all parties of the Joint Venture or Consortium, and
b) all parties of the Joint Venture or Consortium must submit signed copies of:
    (i) The Declaration of Interest Form
    (ii) The Declaration of Bidder's Past Supply Chain Management Practices Form.
    (iii) The Certification of Independent Bid Determination Form, and
c) An undertaking duly signed by all parties of the Joint Venture or Consortium indicating their intention to enter into an agreement for the purposes of this contract, and

d) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate.

Further to the above, the name of the Joint Venture or Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

15. Samples for Quality Control

15.1 If the samples are required in terms of specifications, such samples shall be supplied by the service provider at his or her own cost.

15.2 All samples approved will be retained by the Mogalakwena Local Municipality as standards for the duration of the contract.

16. Tax Compliance Status PIN

16.1 The bidder must submit a valid Tax Compliance Status PIN with the bid. Bidders should note that their tax compliance status shall be verified through the CSD and SARS.

16.2 Where a Tax Compliance Status PIN is not submitted with the bid, the Municipality shall use the CSD to verify the tax matter of the bidder.

5. GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4 Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6 Patent rights

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

6.2 When a provider developed documentation/projects the intellectual, copy and patent rights or ownership of such documents or projects will vest in the Municipality

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 provider's failure to complete his obligations under the contract.

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

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

b) a cashier's or certified cheque.

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

8 Inspection, 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 purchaser or an organization acting on behalf of the purchaser.

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 & 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 provider.

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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

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 Packaging

9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10 Delivery and Documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

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.

12 Transportation

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

13 Incidental Services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations

under this contract; and

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

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

14 Spare Parts

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

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

b) in the event of termination of production of the spare parts:

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

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

15 Warranty

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

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.

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

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

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

16 Payment

16.1 The method and conditions of payment to be made to the provider under this contract shall be specified

16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17 Prices

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

18 Increase/Decrease of Quantities

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19 Contract Amendments

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

20 Assignment

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

21 Subcontracts

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

22 Delays in the Provider's Performance

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

22.2 If at any time during the performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding the timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend

the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of the contract.

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

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

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

23 Penalties

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

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

24 Termination for Default

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

a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
b) if the provider fails to perform any other obligation(s) under the contract; or
c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue the performance of the contract to the extent not terminated.

25 Anti-Dumping and Counter-Vailing Duties and Rights

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

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

26 Force Majeure

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

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

27 Termination for Insolvency

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

28 Settlement of Disputes

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

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

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

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

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

b) the purchaser shall pay the provider any monies due to the provider for goods delivered and/or services rendered according to the prescripts of the contract

29 Limitation of Liability

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

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

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

30 Governance Language

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

31 Applicable Law

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

32 Notices

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

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

33 Taxes and Duties

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

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

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidders are in order.

34 Transfer of Contracts

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35 Amendment of Contracts

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

6. SPECIAL CONDITIONS OF CONTRACT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Mogalakwena Local Municipality on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into the bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/We agree that:
   a) the offer herein shall remain binding upon me and open for acceptance by the Mogalakwena Local Municipality during the validity period indicated and calculated from the closing time of the bid.

   b) the bid and its acceptance shall be subject to the Supply Chain Management Regulations, the Municipal Finance Management Act, No. 56 of 2003, the Mogalakwena Local Municipality's Supply Chain Management Policy, and the General and Special Conditions of Contract, with I/we am/are fully acquainted.

   c) If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfill the contract when called upon to do so, the Municipality may, without prejudice to its rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between the Municipality and myself/ourself. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me/us under this or any other bid or contract or against my guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract and pending the

ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my/our default.

d) if my/our bid is accepted, the acceptance may be communicated to me/us by registered post and that the South African Post Office Limited shall be treated as delivery agent to me/us.

e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and I/we choose domicile citadel et executant in the Republic at (full physical address):

…….

…….

I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of the bid, that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I/we accept that any mistakes regarding the price(s) and calculations will be at my/our risk.

3. I/We hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement, as the principal(s) liable for the due fulfillment of this contract.

4. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

5. Are you authorized to sign this bid? * **YES or NO**

6. I/We confirm that I/we have declared all and any interest that I/we or any persons related to my/our business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. Has the Declaration of Interest been duly completed and included with the bid forms? **YES** or **NO**

8. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

8.1 I/We, the undersigned, who warrant that I/we am/are duly authorized to do so on behalf of the bidder, certify that the information supplied in terms of this document is correct and true, that the signatory to this document is duly authorized and acknowledge that:

8.2 The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Municipality if requested to do so.

8.3 If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:

a) Recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract, and/or

b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellation.

BIDDER'S NAME : _____

BIDDER'S REPRESENTATIVE : _____

SIGNATURE : _____

DATE : _____

WITNESSES

1. **Name** : _____ **Signature** : _____

   Date : _____

2. **Name** : _____ **Signature** : _____

   Date : _____

MOGALAKWENA LOCAL MUNICIPALITY
CONTINUATION OF SPECIAL CONDITIONS OF CONTRACT

RULES IN RESPECT OF BID DOCUMENTS

"Council"	shall mean the Mogalakwena Local Municipality
"Committee"	shall mean the Committee of Council whose responsibility it is to consider bids and advise Council on acceptance or otherwise.
"Municipal Manager"	shall mean the accounting officer of the Mogalakwena Local Municipality, or such person appointed by Council to act in that capacity.
"Head of Department"	shall mean the head of the municipal department concerned with the particular bid or such person appointed by Council to act in that capacity.

All bidders are hereby advised in the event that the bid is accepted by Council all conditions and stipulations set out in this bid and in all forms, schedules and/or annexures hereto, will be the contract between the Bidder and the Municipality.

1. Bidders must acquaint themselves fully with the Rules, General Conditions, and Special Conditions of bids.

2. Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications, and proposals in all respects, may in the sole discretion of the Municipality invalidate the bid.

3. Failure to sign the **Form of Offer** and the **MBD 1 Form** will invalidate the bid unless it is the acceptable bid received in which case Council may recommend it be considered as an offer after the signature by the bidder has been secured.

   Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must the department concerned immediately if there is any duplication or obscure typing or if there any doubt as to meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.

4. Bidders shall quote delivery periods for the products specified and shall supply all the information called for on the attached data schedules.

5. Guarantee

   Where applicable, bidders shall provide, at the time of bidding, details of the guarantee given with the products offered together with the period for which the guarantee is effective from date of delivery.

6. **No bid will be accepted unless made out on the forms provided.**
7. A signed copy of the conditions and specifications must accompany the bid.

8. Bids received after 12h00 on the closing date will not be accepted.

9. After the bids have been opened, a bid may not be withdrawn by the person or firm submitting it except with the concurrence of Council.

10. Council reserves the right to accept whole or a portion of any bid.

11. Should there be any difference between the prices or particulars contained in the official form of bid and those contained in the covering letter from the bidder the prices and particulars contained in the official form of bid, in all circumstances, shall prevail.

12. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

13. Bids must be submitted in sealed envelopes.

14. The bid number and title of the bid must appear on the front of the sealed envelope in which the bid is submitted.

15. The Municipality shall not be obliged to accept the lowest or any bid, only bidders with the necessary experience, qualifications and technical capacity to carry out the requirements of this bid must submit a bid in regard hereto. The Municipality will consider all prices and submissions made by bidders. Should the Municipality require that a special price and/or submission be reconsidered, it reserves the right to do so, subject to the Municipality requesting all bidders to submit such a request or revision of the bid proposal.

16. The bidder undertakes that they will make themselves and their staff members, officials and employees, and agents aware of appropriate legislation, regulations, and by-laws of the Municipality that might have implications on the bidder's activities in terms hereof.

17. Neither the Municipality nor any official of the Municipality will be held responsible for the loss of a potential opportunity to bid due to the failure of the bidder to comply with any of the requirements of this bid.

18. The covering letter or other matter submitted with the official bid document may explain, amplify, or illustrate, but not replace any part of the official bid document or the information furnished therein.

19. All data/information supplied by the Municipality will be received by the bidder at his/her risk. It will be the responsibility of the bidder to check and verify the accuracy of the data/information supplied by the Municipality. The Municipality will not be held responsible for any inaccurate data/information supplied.

20. **Two envelope system WILL NOT apply to this .**

21. PAYMENT OF MUNICIPAL SERVICES

Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or the municipality in their area of residence, for a period of more than 90 days for services rendered/property rates payable. Bidders residing on farms with no municipal services should submit a letter from their Induna/owner stating the above.

22. INVITATION TO BID

Bids shall be invited by the Municipal Manager in terms of the Supply Chain Management Policy of the Mogalakwena Local Municipality.

23. ACCEPTANCE OF BIDS

After the opening of bids, the official designated by the Municipal Manager shall forward such bids to the Head of Department for whom such bids have been invited. The Head of the Department concerned will then consider the bids and prepare a preliminary bid evaluation report detailing any irregularity or defect in connection with the received bids or matters relating to the calling of bids to the Chief Financial Officer for further processing to the Bid Evaluation Committee (BEC).

24. BID DOCUMENTS

a) Where applicable all bid documents and drawings are to be returned at the time of bidding except where an additional copy of the Schedule of Quantities is provided, a copy may be retained by the bidder for their records. The original Schedule of Quantities must be forwarded to the Mogalakwena Local Municipality.

b) After awarding the bid, no documents will be returned to any unsuccessful bidder but will be retained by the Municipal Manager.

c) All bid documents must be completed in black ink, and should any alteration, omission, erasure, or addition be made, it will not be recognized unless authenticated with the initials of the bidder and those of the witnesses of his signature. Bidders may, however, qualify their bid by a letter accompanying the bid documents.

(i) Any irregularity, incompleteness, or obscurity in a bid renders it liable for rejection.

(ii) Failure to sign the bid document will invalidate the bid, unless where the bid is only acceptable bid received in which case the Head of Department may recommend that it be considered as an offer after signature by the bidder has been secured.

(iii) Bidders shall check that they have been provided with the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be taken that there no doubts or errors, and no liabilities whatsoever will be in respect of errors in the bid documents due to foregoing.

25. DEPOSITS

The Mogalakwena Local Municipality does not charge a tender deposit and bid documents are downloadable free of charge from the Municipality's official website, www.mogalakwena.gov.za or from the e-Tender Portal, www.etender.gov.za

26. LATE BIDS

Any bid received after the closing date and time advertised for the receipt of bids shall **NOT** be considered.

27. COMMUNICATION PROHIBITED

a) Except where clarification of a bid is necessary or whenever it is necessary to approach a bidder for an extension of the validity period of the bid, no communication, without the written authority of Council, shall take place between the bidder and any member or official of Council on a question affecting any matter which is subject of a bid between the closing date and time of a bid and the acceptance by Council of the bid. Only authorized Council officials may communicate with the bidder for questions of clarity or seeking an extension of the validity period of bids.

b) In no case shall bids be returned or referred to bidders for amendment or completion in any respect without the written authority of Council.

28. COUNCIL NOT OBLIGED TO ACCEPT ANY BID

Council does not bind itself to accept the lowest or any bid, and where the bid documents allow for such cases, reserves the right to accept a portion of any bid. Council will not compensate the bidder in the preparation and submission of this bid.

29. DEVIATION FROM CONTRACT

Council reserves the right to deviate or procure goods and services outside of this contract if and when the need arises.

30. ALTERNATIVES

The bidder may submit alternatives which, in their opinion, are to the Council's economic and technical advantage.

31. CONTRACT DURATION

The Property shall be made available by means of a long-term lease agreement in accordance with Mogalakwena Local Municipality's standard agreement. The following terms of contract are non-negotiable:

The lease period will be for a period of 30 (thirty) years. Upon expiry or termination of the Development and Lease agreement, possession of the property will revert to the Mogalakwena Local Municipality without any compensation.

32. POST AWARD PRODUCT COMPLIANCE PROCEDURES

The following post-award product compliance procedure will apply:

(i) In the case where the equipment has been discontinued/replaced with a new model, the service provider(s) will be required to submit a letter(s) from the Manufacturer/Supplier stating the changes and the approval be obtained from the Municipal Manager prior to executions of such changes.

(ii) Furthermore, service prodder(s) are expected to disclose information on the following:
(iii) Financial implications and price variances
(iv) Any potential risk

(v) The new model should at least meet the minimum specifications of the original model.
(vi) The delivery and installation of the new equipment cannot be effected without approval from the relevant head of the department.

33. DEMONSTRATIONS AND INSPECTIONS

i. All bidders must be prepared to demonstrate, where required, free of charge and obligation, at the Mogalakwena Local Municipality or any other area within the boundary of its jurisdiction, any services offered in this bid.

ii. Where officials are required to attend demonstrations or inspections outside the boundary of Mogalakwena Local Municipality's area of jurisdiction, all costs to attend such demonstrations shall be borne by the bidder.

34. PRICE ADJUSTMENTS

In the event of the total price increase exceeding the going rate of inflation during the bidding period, Council reserves the right to withdraw the bid and call for fresh bids. (see MBD 3.2 for price adjustment formula)

Prices for labour and materials submitted in the bid for the purpose of allowing for statutory increase must be ruling prices as of the date of bidding.

Should the bidder wish to place the risk of the rise or fall in certain items or factors of costs to the account of the Municipality, the bidder shall state specifically under a separate cover with respect to which items or factors of

costs he wishes to avoid the risk of rise or fall and at what rate they have calculated those items or factors of costs in their offered price.

It should be emphasized that price adjustments based on the rate of exchange (ROE) will be allowed only on the imported content of the commodity and it should only meet the provider's additional costs on the imported content. Price adjustments due to fluctuations in the ROE should indicate the dates and period of effect issued by the South African Reserve Bank at 12h00 of the specified date. Unless any item or factor of costs is reserved in terms of this clause, the bid shall be considered to be a firm delivery price. (see MBD 3.2)

35. Where applicable, all redundant or unusable products, materials, or equipment that are removed from the site remain the property of the Municipality and shall be returned to the Municipality. The service provider shall obtain a written acceptance of the goods unless the bid states otherwise.

NB: THE FOLLOWING CLAUSES ARE REPEATED TO HIGHLIGHT THEIR VALUE AS FACTORS THAT LEAD TO THE REJECTION OF THE BID

(i) All bid documents must be completed in black ink and should any alteration, omission, erasure, or addition be made, such will not be recognized unless authenticated with the initials of the bidder and those of the witnesses of their signature.

(ii) Failure to sign the bid document will invalidate the bid, unless the bid is the only acceptable bid received in which case the Municipal Manager may recommend that it be considered as an offer upon securing the signature of the bidder.

(iii) No correction fluid/tape may be used.

(iv) Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Municipality immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct, and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.

(v) Bids received after the official closing date and time of this bid will not be accepted.

(vi) Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or a municipality in their area of residence, for a period of more than 90 days for services rendered/property rates payable. Bidders residing on farms with no municipal services should submit a letter from Induna/owner stating the above.

(vii) A valid Tax Compliance Status PIN or CSD Master Registering Number should be supplied on MBD 1 for verification.

NAME OF BIDDER : ……

ADDRESS : ……

TELEPHONE NUMBER : ……

NAME OF THE OFFICIAL :……POSITION……..

SIGNATURE :…….. DATE: ……..

WITNESS

NAME …… NAME ……

SIGNATURE : ……. SIGNATURE ……

ID NUMBER : ……. IDNUMBER …..……...

7. AUTHORITY OF SIGNATORY

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

COMPANY	PARTNERSHIP	JOINT VENTURE	SOLE PROPRIETOR	CLOSE CORPORATION

A. Certificate for Company

I, _____chairperson of the board of directors of

_____ hereby confirm that by resolution of the board of directors (copy attached) taken on _____ Mr/Ms_____ acting in the capacity of _____, was authorized to sign all documents in connection with this bid for **Bid No: 44-2024/2025** re-advert and any contract resulting from it on behalf of the company.

Witnesses:

1. _____ Chairman_____
2. _____ Date _____

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as_____hereby authorize Mr/Ms _____ acting in

the capacity of _____

to sign all documents in connection with this bid for **Bid No: 46-2024/2025 re-advert** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize Mr/Ms_____authorized signatory of the company _____ acting in the capacity of lead partner to sign all documents in connection with this bid for **Bid No: 46-2024/2025 re-advert** and any contract resulting from it on our behalf.
This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of the partners to the Joint Venture.

Name of Firm	**Address**	**Authorizing Name and Capacity**	**Authorizing Signature**
Lead Partner:			

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorizing each signatory who signed above to do so, is to be submitted with the bid.

D. Certificate for Sole Proprietor

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

Witnesses:

1. _____ Sole Owner_____

2. _____ Date _____

E. Certificate for Close Corporation

We, the undersigned, being key members in the business trading as _____

hereby authorize Mr/Ms _____ acting in capacity of _____

to sign all documents in connection with this bid for **Bid No: 46-2024/2025 re-advert** and any contract resulting from it on our behalf.

Name	Address	Signatory	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Close Corporation as a whole.

8. RECORD OF ADDENDA

We confirm that the following communications received from the employer before the submission of this bid offer, amending the bid documents, have been considered in this bid offer.		
No.	**Date**	**Title or Details**
1.		
2.		
3.		
4.		

Attach additional pages if more space is required

Failure to acknowledge any addendum released by the Mogalakwena Local Municipality may result in your bid submission being declared non-responsive.

Name of Bidder			
Signature		**Name (Print)**	
Capacity		**Date**	

9. BANKING DETAILS

It is the policy of the Mogalakwena Local Municipality to pay all creditors by means of direct bank transfers. Please complete this form and acquire your banker's confirmation.

ACCOUNT HOLDER	
NAME OF BANK	
ACCOUNT NUMBER	
ACCOUNT TYPE	
BRANCH NAME	
BRANCH CODE	
BRANCH CONTACT PERSON	
PHONE NUMBER	
FAX NUMBER	

I/We hereby request and authorize the Mogalakwena Local Municipality to pay any amounts that may accrue to me/us to the credit of my my/our bank account.

I/We further undertake to inform the Mogalakwena Local Municipality in advance of any changes in my/our bank account details and accept that this authority may only be cancelled by me/us by giving thirty (30) days' notice by prepaid registered post.

Alternatively, the bidder may submit a letter from their bank worded as above, providing the required details and signed by an appropriate bank official (attach behind this page).

Name of Bidder			
Signature		**Name (Print)**	
Capacity		**Date**	

10. DECLARATION OF MUNICIPAL ACCOUNTS

Declaration in terms of regulation 38(1)(d)(i) of the Local Government: Municipal Supply Chain Management Regulations

NB: Please note that this declaration must be completed by ALL bidders

i. I, the undersigned hereby declare that the signatory to this bid is duly authorized and further declare that,

ii. I acknowledge that according to regulation 38(1)(d)(i) of the Municipal Supply Chain Management Regulations the Municipality may reject the bid of the bidder if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to the Mogalakwena Local Municipality, or to any other municipality or municipality, are in arrears for more than ninety (90) days or three (3) months.

iii. I acknowledge that, should it be found that any municipal rates and taxes or municipal service charges as set out in (ii) above are in areas for more than ninety (90) days or three (3) months, the bid will be rejected and the Mogalakwena Local Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of contract; and

iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the bidder	**Municipality**	**Municipal Account Number**

NB: If the above space is insufficient, please submit it on a separate page.

Please note that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the form below by means of a tick next in the relevant block.

Reason	Tick	Portfolio of Evidence
Bidding entities who rent premises from a landlord,		A signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears
Bidding entities who operate from a property owned by a director/member/partner		Municipal account statement/s of a director/member/partner
Bidding entities who operate from farms/informal settlements		A letter from their Induna/owner

Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three (3) months from the close of this bid.

SIGNED

AT_____THIS_____DAY OF_____20_____

Name of Duly Authorized Signatory:

(Please Print):_____

Authorized Signature : _____

Witnesses:

1. _____

2. _____

Name of Bidder			
Signature		**Name (Print)**	
Capacity		**Date**	

11. CENTRAL SUPPLIER DATABASE

No awards will be made to a bidder who is not registered on the Central Supplier Database (CSD)

The establishment of a Central Supplier Database resulted in one supplier database to serve as the source of supplier information for all spheres of government. The purpose of centralizing the government's supplier database is to reduce duplication of effort and costs for both the suppliers and the government while enabling electronic procurement processes

Registration on the Central Supplier Database must be done online via the website: https://secure.csd.gov.za/

If the business enterprise is registered on the CSD and it is found subsequently that false or incorrect information has been supplied, then the Municipality may, without prejudice to any legal rights or remedies it may have:

- Cancel a bid or a contract awarded to such bidder/supplier, and the bidder would become liable for any damages if a less favorable bid is accepted, or less favorable arrangements are made.

- The same principles as above stated, should the successful bidder fail to request updating of its information on the Central Supplier Database, relating to changed particulars or circumstances.

IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING DATE AND TIME OF THE BID, THEN THE SUPPLER BIDDER MAY BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

PROOF OF FULL REGISTRATION (ACTIVE VENDOR) WITH CSD SHOULD BE ATTACHED TO THIS PAGE

Name of Bidder			
Signature		**Name (Print)**	
Capacity		**Date**	

12. MBD 3.1: PRICING SCHEDULE

13. MBD 3.2: PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

Name of Bidder: …… Bid Number ……

Closing Time …… Closing Date ……..

OFFER TO BE VALID FOR ……. DAYS FROM THE CLOSING DATE OF BID.

A minimum/ reserve rental amount of Twenty-Seven Thousand Rands (R 27 000 per month exl vat) or R 323 000 per annum

Any offer below the RESERVED/ MINIMUM RENTAL will not be considered and such bids would accordingly be disqualified.

Rental Offer Per Month	**R**
Rental Offer in words	
Escalation per annum and rental to be reviewed every five years	**10%**
Bidder / Entity Name	
Represented By	
Capacity	
Signature	
Date	

**** 'all applicable taxes' includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions, and skills development levies.**

* **Delete if not applicable.**

PAYMENT FOR RATES, TAXES AND SERVICES

In addition to the above amount the lessee will be responsible for the payment of all municipal services and other costs deemed necessary on the property, including rates and taxes electricity, water, sewerage and sanitation removal.

POSSESION OF THE SITE

The lessee will take possession of the site on the date of signature of the Lease Agreement by the parties

14. MBD 4: DECLARATION OF INTEREST

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

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, 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 authorized representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1	**Full Name of bidder or his or he representative**	
3.2	**Identity Number**	
3.3	**Position occupied in the Company (director, trustee, shareholder)**	
3.4	**Company Registration Number**	
3.5	**Tax Reference Number**	
3.6	**Vat Registration Number**	

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

3.8	Are you presently in the service of the state?	Yes	No
3.8.1	If yes, furnish particulars		
3.9	Have you been in the service of the state for the past twelve months?	Yes	No
3.9.1	If yes, furnish particulars		
3.10	Do you have any relations (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and/or adjudication of this bid?	Yes	No
3.10.1	If yes, furnish particulars		

3.11	Do you have any relations (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and/or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars		
3.12	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	Yes	No
3.12.1	If yes, furnish particulars		
3.13	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of state?	Yes	No
3.13.1	If yes, furnish particulars		
3.14	Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have interest in any other related companies or businesses whether or not they are budding for this contract.	Yes	No
3.14.1	If yes, furnish particulars		

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

Full Name	Identity Number	State Employee Number

Name of Bidder			
Signature		**Name (Print)**	
Capacity		**Date**	

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

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

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

15. MBD 5

MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?	**YES**		**NO**	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	**YES**		**NO**	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days. 2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	**YES**		**NO**	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	**YES**		**NO**	
4.1 If yes, furnish particulars				

CERTIFICATION

I, the undersigned (name)_____certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			

16. MBD 6.1:

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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1. GENERAL CONDITIONS

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

Historically Disadvantaged Individuals - HDI	**80/20 Preferential Point System**	**90/10 Preferential Point System**	**Means of Verification**
	20	**10**	
Race – people who are Black, Coloured or Indian	**6**	**3**	**CSD report and Certified Copy of Identification Documentation**
Local Economic Development	**4**	**2**	**Company head office residence within Mogalakwena Municipal Jurisdiction as per CSD and proof of residence**
Gender - Women	**3**	**1**	**CSD report and Certified Copy of Identification Documentation**
Youth	**4**	**2**	**CSD report and Certified Copy of Identification Documentation**
Disability	**3**	**2**	**Certified copy of Doctor's Certificate with medical practice number**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race – people who are Black, Coloured or Indian	**3**	**6**		
Local Economic Development	**2**	**4**		
Gender - Women	**1**	**3**		
Youth	**2**	**4**		
Disability	**2**	**3**		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2,

the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....

.....

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

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

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 to combat the abuse of the supply chain management system.

3. **The bid of any bidder may be rejected if the bidder or any of its directors have:**

   a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system;
   b) Been convicted for fraud or corruption during the past five years;
   c) Wilfully neglected, reneged, or failed to comply with any government, municipal, or public sector contract during the past five years; or
   d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004.

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

ITEM	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the state? (Companies or persons who are listed on this database were informed in writing of their restriction by the accounting officer/authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied. The database of Restricted Suppliers can be accessed on the National Treasury's website www.treasury.gov.za.	YES	NO
4.1.1	**If so, furnish particulars:**		
4.2	Is the bidder or any of its directors listed on the National Treasury's Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act, No. 12 of 2004? **(The Register for Bid Defaulters can be accessed on the National Treasury's website www.treasury.gov.za.)**	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 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 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 contract?	YES	NO
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (fullname),_____

certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Bidder			
Signature		**Name (Print)**	
Capacity		**Date**	

18. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

3. Regulation 38(1) of the Municipal Supply Chain Management Regulations prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

    a) take all reasonable steps to prevent such abuse;

    b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

    c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

5. In order to give effect to the above, the attached Certificate of Bid Determination (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.

I, the undersigned, in submitting the accompanying bid: _____

_____

(Bid Number and Description)

In response to the invitation for the bid made by: _____

(Name of Municipality/Municipal Entity)

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

I certify, on behalf of: _____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of and to sign the bid, on behalf of the bidder.

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

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

7. In particular, with limiting the generality of paragraph 6 above, there has been no consultation, communication, communication, agreement or arrangement with any competitor regarding:

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

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

9. The terms of the accompanying bid have 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 awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, No. 89 of 1998 and/or may be reported to the National Prosecutions Authority (NPA) for criminal investigation and/or may be restricted in terms of the Prevention and Combating of Corruption Activities Act, No. 12 of 2004, or any other applicable legislation.

Name of Bidder			
Signature		**Name (Print)**	
Capacity		**Date**	



PART B: SPECIFICATIONS AND PRICING SCHEDULE

19. TERMS OF REFERENCE/SPECIFICATIONS

1. INTRODUCTION

The purpose of this invitation to bid is to solicit suitably qualified and experienced service providers to submit proposals to the Mogalakwena Local Municipality to **FOR PROPOSALS FOR THE LONG-TERM LEASE AND DEVELOPMENT OF ERF 6484, PIET POTGIETERSRUST EXTENSION 12, MEASURING 8926 SQUARE METRES FOR BUSINESS**

BACKGROUND

The Mogalakwena Local Municipality is committed to promoting sustainable economic growth, improving the investment climate, and ensuring that municipal-owned land is utilised productively for the benefit of the community. In support of these objectives, the Municipality has identified Erf 6484, Piet Potgietersrust Extension 12, measuring approximately 8,926 square metres, as a strategic municipal asset suitable for commercial development.

The Municipality intends to lease the property on a long-term basis to a suitably qualified and experienced developer who will undertake a commercially viable business development at the site. The development should contribute to the Municipality's long-term development objectives by attracting private sector investment, stimulating economic activity, creating employment opportunities during both the construction and operational phases, and broadening the municipal rates and revenue base.

The successful bidder will be responsible for undertaking all activities associated with the proposed development, including but not limited to feasibility assessments, detailed planning, obtaining all statutory approvals, environmental and regulatory compliance, financing, design, construction, commissioning, operation, maintenance, and asset management throughout the lease period.

The proposed development should be compatible with the surrounding land uses and comply with the Municipality's Integrated Development Plan (IDP), Spatial Development Framework (SDF), applicable town planning schemes, municipal by-laws, and all relevant national and provincial legislation.

Bidders are encouraged to submit innovative, sustainable, and bankable proposals that demonstrate clear socio-economic benefits, including:

Attraction of private sector investment into the municipal area.
Creation of temporary and permanent employment opportunities, with emphasis on local labour.
Promotion of local enterprise development and participation of Small, Medium and Micro Enterprises (SMMEs).
Skills development and training opportunities for local communities.

2. MANDATE, OBJECTIVE AND SCOPE

Compliance with Specification and Statutory Regulations

3. SPECIFICATION

3.1 Property Information

Property Description	**Erf 6484**
Ownership	**Mogalakwena Local Municipality**
Locality	**Corner Dudu Madisha and HF Verwoed**
Land Size	**8926 square metres**
Current Zoning	**Business 1**
Proposed Zoning	**Business 1**
Envisioned Land Use	**Neighbourhood Shopping Centre**
Coverage	**60 %**
FAR	**1.6**
Height	**6 storeys**
Access	**Dudu Madisha**
Building lines	**Rear and one side Boundary: 3m** **Street Boundary: 1 storey: 5m** **2 storeys: 5m**
Heritage	**N/A**
Structural and Physical Features	**Vacant**
Geotechnical Conditions	**Any geotechnical conditions will be the responsibility of the Developer**
Other Requirements	**Any further town planning proposals, rezoning shall be the responsibility of the successful bidder.** **The bidder is required to comply with all relevant building regulation laws, including but not limited to SPLUMA, NEMA, Municipal By-Laws, etc** **A site development Plan is to be submitted to the Local Authority for approval, prior to the submission of any building plans**
Arial photo	



Services	
Minimum Acceptable Rental Offer	**R 27 000.00 per month exl vat or R323 000.00 per annum**

1. Overview

The subject property is situated on corner HF Verwoed and Dudu Madisha Drive in Ext 12, within Mokopane. The immediate vicinity of the subject property is characterized by a blend of mixed-used. The site is in close proximity to a primary school along the N11. The Waterberg District Planning Tribunal has recently approved the replanning of Extension 15 which consists of approximately 350 residential sites, which borders the application site.

2. Vision for the property

The proposals should align the facility to the Municipality's vision for the area in line with the strategies, SPLUMA, Land Use Management Scheme and regulatory frameworks. The erf is currently zoned as Business 1, which does not make provision for the neighbourhood shopping centre as envisioned, therefore a rezoning application would not be necessary in this instance.

The shopping centre is meant to fulfil multiple functions within a community, from providing convenience and essential services to supporting local businesses and fostering social connections. The following services are envisioned to be offered within the centre:

- Grocery store

- Pharmacy
- ATM/Bank
- Coffee shops and Eateries

Etc.

3. Property Tenure

The Property shall be made available by means of a long-term lease agreement in accordance with Mogalakwena Local Municipality's standard agreement. The following terms of contract are non-negotiable:

The lease period will be for a period of 30 (thirty) years. Upon expiry or termination of the Development and Lease agreement, possession of the property will revert to the Mogalakwena Local Municipality without any compensation.

- Bidders are required to make an offer not less than the minimum acceptable offer for the lease of the property as part of the proposal form.
- The rental is reviewable every five (5) years and cannot be lower than the value at the time of award. The escalation is reviewable annually.
- Should the successful bidder's proposal include land use rights over and above the allowable proposed land uses, costs of acquiring consents for additional land uses will be for the bidder's account.
- The Lessee will not be entitled to cede and /or assign all or any of its rights and /or obligations relating to the construction of the Development under this agreement to any third party, without the prior written consent of Mogalakwena Local Municipality.
- The Lessee shall not be entitled to cede and/ assign all or any rights and obligation under this agreement to any other party without a prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed unless the cession / assignment will result in a reduction of ownership % upon which the awarding of the lease was based upon by the Lessor, the BBBEE Level must be the same or better than that imposed at the time of award.
- Any change in the shareholding should not result in a decrease in the levels of the demographics that were recorded at the time of tender. A change in control of the lessee without the written consent of the Lessor shall be deemed to be a breach of the lease.
- The successful bidder will be responsible for the cancellation, protection and/or relocation of all servitudes that may be registered over the property.
- The successful bidder will be responsible to obtain all statutory approvals (Environmental, Water Use Licence, Site Development Plan/s, Building Plan/s, etc.) which are required for the development of the property.
- Development shall be subject to all related legislation and Municipal by-laws.
- Bidders are required to demonstrate their ability and capacity to deliver and manage the proposed development by submitting a detailed profile of the professional team and their successfully completed development. They must further demonstrate their ability to secure funds required to carry out the project.
- That, a deposit equal to one month's rental shall be paid by the lessee upon signature of the lease agreement. Such deposit shall be refundable if all rental amounts are paid up date at the time of the expiry of the lease agreement or vacation of property, subject to the property being returned in a clean and tidy condition.
- All administrative and incidental costs relating to the drafting of the lease shall be for the lessee's account.
- Bidders are required to submit a financial proposal which is not limited to but should include; A detailed cost estimate, together with supporting documentation of the costs of development. A time schedule for the redevelopment of the building.

- That, the application shall be liable for the payment of all sewerage, refuse removal fees, Levied or payable in respect of the site and all electricity and water supplied to the site.
- That all environmental and related legislation and By-laws applicable to the Property shall be complied with and that all building plans to be submitted to the Local Authority for approval prior to any construction.

16 .The bidder is expected to submit a detailed empowerment plan demonstrating how the following will be achieved:

a) Job Creation Plan (during and after redevelopment)
b) Enterprise Development (during and after construction)
c) Training and Development Programmes (throughout the lifecycle of the project)
d) Demonstrate how the development will benefit the local community and/or community-based organisations
e) Procurement of Material from Local Suppliers
f) Partnership with Women Owned Companies Bidders are expected to advise and provide a detailed plan and how the numbers are achieved

20. EVALUATION PROCESS (CRITERIA)

The bid shall be evaluated in three (3) stages as follows:

a) Stage 1: Administrative Compliance
b) Stage 2: Technical Evaluation/Functionality Assessment
c) Stage 3: Price and Specific Goals

Stage 1: Administrative Compliance

The Municipality has prescribed minimum administrative requirements that must be met by the bidders, to determine if the bid qualifies to be recognized as an acceptable bid, for further evaluation. In this regard, administrative compliance will be carried out to determine whether the bidder's bid complies with the set minimum requirements for administrative compliance.

a) Fully completed and signed Municipal Bidding Documents (MBDs) Forms in black ink. All pages of the tender document have to be initialled by the authorised person. Bid documents that have NOT been manually completed in black ink and have been electronically completed shall be declared invalid and accordingly rejected.

b) Certified copy of the company registration documents.

c) Certified ID copy (s) of director(s) not older than 3 months as at the closing date.

d) In case of a joint venture, a Joint Venture/Consortium agreement (if applicable).

e) A copy of a municipal account statement for municipal rates and taxes or services in the name of the bidding entity or bidder that is not older than three (3) as of the date of closure of bid, if renting, a lease agreement and owner's proof of municipal rates must be submitted (not in arrears for more than three (3) months before closing of date of bid). If the bidder is operating where municipal rates are not applicable, a proof of residence from the traditional authority must be submitted (not older than three (3) months before the closing date.

f) Tax Compliance Status Verification PIN.

g) A recent full Central Supplier Database (CSD) registration report detailing all compliance requirements**. (CSD Summary report will not be accepted).**

h) Submit audited annual financial statements for the past three (3) financial years, where such statements are required by law. If the bidder has been in operation for less than three (3) years, audited annual financial statements must be submitted for the period since establishment.

- Where the bidder is not legally required to have its annual financial statements audited, documentary proof confirming such exemption must be provided together with the most recent signed annual financial statements or financial records.

Stage 2: Technical Evaluation/Functionality Assessment

The following functionality criteria, will be used for evaluating all bid proposals, where proposals **must score an overall minimum of 70% for further evaluation for preference points**

FUNCTIONAL CRITERIA	MAX POINTS	RETURNABLE DOCUMENTS TO BE USED IN EVALUATION
PROPOSED CONCEPT	**30**	
Conformity of the Development Proposal to the vision for the property.	15	Bidder to submit A3 size drawings and diagrams which specify the following:

Development Concept - High level conceptual design outlining the intended uses = 15 Points The proposed site layout, extent of buildings in square meters, height, elevations and floor plans = **9 Points** Architectural aesthetic of the proposed development and 3d designs **= 6 Points** No submission **= 0 Points**		• The proposed site layout, extent of buildings in square meters, height, elevations and floor plans • Architectural aesthetic of the proposed development
Development Programme High level development programme including Inception Stage, Planning, Design, Construction and Commissioning. A high-level plan indicating 5 stages and each timeframe for each stage = **15 Points** A high-level plan indicating 4 of the 5 stages and each timeframe for each stage **= 12 Points** A high-level plan indicating 3 of the 5 stages and each timeframe for each stage **= 10 Points** A high-level plan indicating 2 of the 5 stages and each timeframe for each stage **= 7 Points** A high-level plan indicating 1 of the 5 stages and each timeframe for each stage **= 2 Points** A high-level plan indicating 0 of the 5 stages and each with no timeframe for each stage or no submission **= 0 Points**	15	High level development programme including Inception Stage, Planning, Design, Construction and Commissioning and including timeframes for each stage.
CAPACITY AND EXPERIENCE	**24**	
Professional Team (12). **Must have 3 years post registration experience, provide CVs and Proof of Registration documents and a maximum of 2 traceable references of work that is ≥ R10 million for each project. This amount refers to consultants' fee portion of the project value.**	12	

Architect with 3 years post-registration experience, (registration with relevant institutions/statutory bodies and 2 traceable references **= (3 Points)** Proof of professional registration with the relevant professional body **= 1 Point** Proof of a minimum of 3 years' post-registration experience on mega projects or large-scale construction projects **= 1 Point** Submission of **two traceable reference letters** for projects with a value of R10 million or more per project **= 1 Point (1/2 point per reference)** **NB: Mega projects/Large scale refers to projects above R100 Million combined.** **NB**: Failure to provide proof of professional registration and at least three (3) years' post-registration experience will result in zero (0) points being allocated to the Architect**.**	3	1. CV 2. Proof of registration with professional bodies where requested, 3. A minimum of 2 traceable references of work that is **≥ *R10 million*** for each project.
Quantity Surveyor (registration with relevant institutions/statutory bodies and traceable references) **= 3 Points** Proof of professional registration with the relevant professional body **= 1 Point** Proof of 3 years post registration experience **= 1 Point** Submission of **two traceable reference letters** for projects with a value of R10 million or more per project **= 1 Point (1/2 point per reference)** **NB:** Failure to provide proof of professional registration and at least three (3) years' post-registration experience will result in zero (0) points being allocated to the Quantity Surveyor**.**	3	1. CV 2. Proof of registration with professional bodies where requested, 3. A minimum of 2 traceable references of work that is **≥ *R10 million*** for each project.
Engineers (civil and electrical) (registration with relevant institutions/statutory bodies and traceable references) **= 3 Points** Proof of professional registration **= 1 Point.** Proof of 3 years post registration experience **= 1 Point** Proof of 2 traceable references of work that is ≥ R10 million for each project **=1 Point (½ for each project)**	**3**	1. CV 2. Proof of registration with professional bodies where requested, 3. A minimum of 2 traceable references of work that is **≥ *R10 million*** for each project.

NB: Failure to provide proof of professional registration and at least three (3) years' post-registration experience will result in zero (0) points being allocated to the Engineers (civil and electrical).		
Project Manager (registration with relevant institutions/statutory bodies and traceable references) **= 3 Points** Proof of professional registration **= 1 Point** Proof of 3 years post registration experience **= 1 Point** Proof of 2 traceable references of work that is ≥ R10 million for each project **= 1 Point (½ a point for each)** **NB:** Failure to provide proof of professional registration and at least three (3) years' post-registration experience will result in zero (0) points being allocated to the Project Manager.	3	1. CV 2. Proof of registration with professional bodies where requested, 3. A minimum of 2 traceable references of work that is **≥ *R10 million*** for each project.
Construction Team Bidder to submit, profiles, experienced and qualifications (with a minimum of 3 years' experience)	**12**	
Site Manager = 3 points Proof that the Site Manager has in excess of 3 years' relevant work experience**= 1 Points** Proof of the Site Manager has completed 2 mega/ large scale projects in the last 5 years **= 2 Points (1 point per project).** **Mega projects/Large scale refers to projects above R100 Million combined.** **NB:** No points will be allocated to Site manager with less than 3 years of experience. .	**3**	1. CV 2. Any proof of the Site Manager has completed 2 mega/ large scale projects in the last 5 years

Registered Health & Safety Officer = 3 points Proof of professional registration as health and Safety officer **= 1 Point** Proof that the Health & Safety Officer has in excess of 3 years' relevant work experience**= 1 Points** Proof of the Health & Safety Officer has completed 2 projects in the last 5 years **=1 Points (½ for each project).** **NB:** No points will be allocated to Registered Health & Safety Officer with less than 3 years of experience.	**3**	1. CV 2. Proof of registration with professional bodies. 3. Proof of the Health & Safety Officer has completed 2 projects in the last 5 years

Social Facilitator = 3 points Proof that the Social Facilitator has in excess of 3 years' relevant work experience**= 1 Points** Proof of the Social Facilitator has completed 2 projects in the last 5 years **= 2 Points (1 point for each project)** **NB:** No points will be allocated to the Social Facilitator with less than 3 years of experience.	3	1. CV 2. Proof of the Social Facilitator has completed 2 projects in the last 5 years
Main contractor- Evidence of at least 3 or more Completed Projects of a similar nature (i.e. Mega/Large scale Development) **= 3 points** Proof of 3 more similar projects**= 3 Points** Proof of 2 similar project **= 2 Points** Proof of 1 similar project**= 1 Points** 0 points will be awarded for contractors who have completed 0 project of a similar nature. **NB: Mega projects/Large scale refers to projects above R100 Million combined.**	**3**	Submit Completion certificate(s) OR practical completion certificate **And** Signed/Stamped Reference letters on the client's letterhead confirming project completion, Project value and scope details.

TRANSFORMATION AND EMPOWERMENT PLAN	26	
A Job Creation Plan: During Construction **= 4 points** After Construction **= 7 points** Enterprise Development (during and after construction) **= 3 Points** Training and Development Programmes (throughout the lifecycle of the project**) = 3 points** Demonstrate how the development will benefit the local community and/or community-based organizations **= 3 points** Procurement of Material from Local Suppliers **= 3 points** Partnership with Women, Youth, and People with disability owned Companies **= 3 points**	**26**	Local Employment Plan including training and skills development. The bidder is expected to provide a detailed plan outlining how it would empower SMME's and individuals through the fitment of the facility to make it operational.

FINANCIAL CAPABILITY	20	
a) Investment Value The reserved price indicated on the offer page should be used as a benchmark for the market value of the property Total realistic monetary investment value into the project based on the similar projects backed by the QS report/ estimated development cost and a financial feasibility**.** **=10 Points** Non submission of Quantity Surveyor (QS) report and a financial feasibility study and a detailed cost breakdown **= 0 Points**	**10**	The bidder must submit: • A Quantity Surveyor (QS) report showing the estimated project cost **AND** • A financial feasibility study supporting the investment value **AND** • A detailed cost breakdown or development budget aligned to the QS report
b) Funding Model Bidders are to provide a funding model to incorporate how and where funding will be sourced/raised, and it must include collateral to be pledged against such funding if required. The bidder is to demonstrate proof of availability or expression of interest to fund a maximum 100% of the development cost. This must include written support from verifiable funding institutions or expression of interest to fund. • A letter from a registered funder with Financial Sector Conduct Authority (FSCA) confirming availability of a maximum 100% funding of the development cost; **or** • A letter from a registered funder with Financial Sector Conduct Authority (FSCA) expressing an interest to fund a maximum 100% of the development cost • If there is a shortfall, bidder must demonstrate how they will fund the shortfall **= 10 Points** Non-Submission of any of the above or lack of demonstration of funding of any shortfall **= 0 Points**	**10**	
Total	**100**	

Stage3: Price and Specific Goals

THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2022 WILL BE APPLIED AND THE 80/20 OR 90/10 PREFERENCE POINTS SYSTEM WILL BE APPLICABLE.

POINTS FOR PRICE	80 or 90 POINTS
SPECIFIC GOALS	20 or 10 POINTS
TOTAL POINTS	**100 POINTS**

Historically Disadvantaged Individuals - HDI	**80/20 Preferential Point System**	**90/10 Preferential Point System**	**Means of Verification**
	20	**10**	
Race – people who are Black, Colored or Indian	**6**	**3**	**CSD report and Certified Copy of Identification Documentation**
Local Economic Development	**4**	**2**	**Company head office residence within Mogalakwena Municipality's Jurisdiction as per CSD and proof of residence**
Gender - Women	**3**	**1**	**CSD report and Certified Copy of Identification Documentation**
Youth	**4**	**2**	**CSD report and Certified Copy of Identification Documentation**
Disability	**3**	**2**	**Certified copy of Doctor's Certificate with medical practice number**

21. ELIGIBILITY CRITERIA

Bid offers will only be accepted if:

1. A valid Tax Compliance Status Pin and CSD Master Registration Number have been provided for verification;
2. The **Form of Offer** and **MBD 1 Form** is completed and signed;
3. Bidder has met the Local Production and Content and Mandatory requirements;
4. The bid must adhere to pricing instructions where the pricing schedule should be completed correctly and signed;
5. The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act for persons prohibited from doing business with the public sector.
6. The bidder has not:
    a) abused the Employer's Supply Chain Management System; or
    b) failed to perform any previous contract and has been given a written notice to this effect;
7. The bidder has completed the Declaration of Interest and there are no conflicts of interest that may impact the bidder's ability to perform the contract in the best interest of the employer or potentially compromise the bid process. Persons in the employ of the state are prohibited to submit bids or participate in this contract;
8. The bidder is registered on the **Central Supplier Database;**
9. The bidder is not in arrears for more than three (3) months with municipal rates and taxes and municipal service charges. The latest municipal account statement is to be attached. The statement must not be older than three (3) months from the closing date of this bid. Alternatively, if the bidder is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached;
10. A Joint Venture Agreement or Consortium, where applicable, is submitted with a bid;
11. Prospective bidder complies with the requirements of the bid and technical specifications;

12. All returnable schedules are to be completed and all relevant certificates are attached where indicated.

22. PRICING SCHEDULE

NOTE:

1. **All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.**
2. **Document MUST be completed in non-erasable black ink.**
3. **NO correction fluid/tape may be used in the event of a mistake having been made. The error or mistake must be crossed out in ink and be accompanied by an initial at every alteration.**
4. **The bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not. In the case of a bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.**

I/We

_____

(Full Name of Bidder) the undersigned in my/our capacity as

_____

hereby offer to the Mogalakwena Local Municipality to render the services as described, in accordance with the specifications and conditions of contract to the entire satisfaction of the Mogalakwena Local Municipality and subject to the conditions of tender, for the amounts indicated hereunder.

	INDICATE WITH AN "X"									
Are you/is the firm a registered VAT Vendor	**YES**					**NO**				
If "YES", please provide VAT number										

Name of Bidder			
Signature		**Name (Print)**	
Capacity		**Date**	

23. SCHEDULE OF SIMILAR WORK EXPERIENCE

Employer (Name, Tel, Fax, E-mail)		Contact Person (Name, Tel, Fax, E-mail)		Nature of Work	Value of Work (Inc. VAT)	Date of Completion
Name		Name				
Tel		Tel				
Fax		Fax				
E-mail		E-mail				
Name		Name				
Tel		Tel				
Fax		Fax				
E-mail		E-mail				
Name		Name				
Tel		Tel				
Fax		Fax				
E-mail		E-mail				
Name		Name				
Tel		Tel				
Fax		Fax				
E-mail		E-mail				

Attach additional pages if more space is required

Number of sheets appended by the bidder to this schedule (If nil, enter NIL)	

Name of Bidder			
Signature		**Name (Print)**	
Capacity		**Date**	

24. SCHEDULE OF OMISSIONS AND VARIATIONS FROM THE SPECIFICATIONS

(To be completed by the Bidder)

Bidders will be held to be compliant with the bid specifications, except in the respects stated hereunder and goods or services will be subject to rejection if it is found that they do not comply with the prescribed specifications.

_____

_____

_____

If the bidder complies with the bid specifications in all respects, the bidder must here:

_____

_____

_____

_____

NAME OF BIDDER (IN FULL): _____

NAME OF PERSON AUTHORISED TO SIGN THIS BID (IN FULL): _____

_____

NAME OF BIDDER : _____

SIGNATURE : _____

DATE : _____

PLACE : _____

25. DECLARATION BY BIDDER

I/We acknowledge that I/we am/are fully acquainted with the contents of the conditions of tender of this tender document, and I/we accept the conditions in all respects.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my/our tender and that I/we elect *domicillium et executandi* (physical address at which legal proceedings may be instituted) in the Republic:

_____

_____

_____

I/We accept full responsibility for the proper execution and fulfillment of all obligations devolving in me/us under this agreement as the principal liable for the due fulfillment of this contract.

I/We, furthermore, confirm that I/we satisfied myself/ourselves as to the corrections and validity of my/our tender; that the price quoted covers all the work/items specified in the tender documents, and that the price(s) cover all my/our obligations under a resulting contract and that I/we accept any mistake(s) regarding price and calculations will at my/our risk.

I/We, furthermore, confirm that my/our offer remains binding upon me/us and open for acceptance by the Purchaser/Employer during the validity period indicated and calculated from the closing date of the bid.

Name of Bidder			
Signature		**Name (Print)**	
Capacity		**Date**	
Witness 1		**Witness 2**	

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) …….…….. in accordance with the requirements and specifications stipulated in bid number……..……. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

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

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

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 goods and/or works 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 fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I 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 authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

2. ……

DATE: …….

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as……..….

   accept your bid under reference number ……dated…….for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOALS	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. ……

2. ……

DATE ……..

CONTRACT FORM - RENDERING OF SERVICES

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

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

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution) …… in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number……. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

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

   (iv) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (v) General Conditions of Contract; and
   (vi) Other (specify)

9. 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.

10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) …….

CAPACITY ……

WITNESSES

1 ……

2 ……

DATE:

SIGNATURE ……..

NAME OF FIRM ……

DATE ……..

