

# TENDER DOCUMENT



Project Name	Project Number
DEMARCATIION OF 250 SITES AT MOGWADI TOWN	LED&P-002-2021/22

Contact : Mr. Mashotja MF – LED and Planning

Tel : (015) 501 2301 / (015 501 2300) Fax: (015) 501 0419

COMPANY  
NAME

TENDER  
AMOUNT

EMAIL ADDRESS: \_\_\_\_\_

**1. VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:**

***BY SUBMITTING THE BID THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE RULES OUTLINED BELOW***

- A bid not complying with the requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.
- “Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation and regulations, in terms of which provision is made for this policy.
- In this document and other documents referred to but not attached, the following words are synonymous with each other.
  - a. CLIENT, EMPLOYER, MOLEMOLE LOCAL MUNICIPALITY, MUNICIPALITY
  - b. BID, TENDER AND VARIATIONS THEREOF
  - c. JOINT VENTURE / CONSORTIUM
  - d. TENDERER, BIDDER, CONTRACTOR

**A. FULL DESCRIPTION OF THE TENDER**

Molemole Local municipality would like to appoint a competent service provider registered on the national Central Supplier Database to demarcate 250 sites at Mogwadi town.

**B. ACCURACY OF REQUEST FOR TENDER**

- ❖ Whilst all due care has been taken in connection with the preparation of this bid document, Molemole Local Municipality [MLM] makes no representations or warranties that the content in this bid document or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. MLM, its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- ❖ If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the bid document or any other information provided by MLM (other than minor clerical matters), the Bidder must promptly notify MLM in writing of such discrepancy, ambiguity, error or inconsistency in order to afford MLM an opportunity to consider what corrective action is necessary (if any).
- ❖ Any actual discrepancy, ambiguity, error or inconsistency in this document or any other information provided by the MLM will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

**2. RULES FOR BIDDING**

**BY SUBMITTING THE BID THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE FOLLOWING RULES:**

- 2.1 The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 2.2 All Bidders submitting bids as part of a consortium or joint venture must submit separate central supplier database reports per each company.
- 2.3 Bidders may ask for clarification on these bid documents or any part thereof up to close of business **seven (7) calendar days** before the deadline for the submission of the bids. All written questions must be addressed to Manager: Spatial and Integrated Development Planning Mr. Mashotja MF email: [mashotjamf@molemole.gov.za](mailto:mashotjamf@molemole.gov.za) written responses will be uploaded on the municipal website and or e-tender portal **five(5) calendar days** before bid closes. Bidders are encouraged to ensure they check the e-tender and or website on a daily basis.
- 2.4 The municipality reserves the right to return late bid submission unopened.
- 2.5 Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 2.6 Bidders must attach proof of parties involved in the joint venture.
- 2.7 The Bid document must be properly signed by a party having the authority to do so, according to the example of "Authority or Signatory"
- 2.8 Bidders will be disqualified if Municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality or municipal entity, are in arrears for more than 3 months.
- 2.9 All Pages within the Bid document **must** be fully initialized and or signed by Company Director.
- 2.10 If at anytime during the project implementation phase the **rates** or **prices** are found to be abnormal, irregular and or not market related among other things, the appointed bidder may after written approval from the Municipality revise

## LED&P-002-2021/22

them to a practical or market related rate. The amount on the **form of offer** will be considered as the final cost of works.

2.11 In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Molemole Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.

2.12. An appeal must contain the following:

2.12.1. Reasons and/or grounds for the appeal

2.12.2. The way in which the appellants rights have been affected

2.12.3. Remedy sought by appellant

2.13. Appeals must be submitted in writing to the Manager: Legal Services (Attention Mr. N.J Moleele) Mogwadi Head Office, 303 Church Street, Private Bag X44 Mogwadi, 0715. Email: moleelej@molemole.gov.za

2.14. Bidders will be disqualified if:

2.14.1. Any bidders who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters.

2.14.2. they are bankrupt or being wound up, are having their affairs administered by the courts,

2.14.3. Have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

2.14.4. Are guilty of misrepresentation in supplying the information required in the document as a condition of participation in the procurement procedure or fail to supply this information;

2.15. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –

## **LED&P-002-2021/22**

- 2.15.1. Who is in the service of the state, or;
- 2.15.2. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
- 2.15.3. Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?
- 2.16. Bid offers will be rejected if the bidder or any of his/ her directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector and all bids would be subjected to vetting.
- 2.17. Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification.
- 2.18. Bids received by telegram, fax or e-mail will not be considered. Late bids shall neither be accepted nor considered.
- 2.19. Bidders are advised to fully index and attach a table of contents for their attachments.
- 2.20. The municipality is not liable for any documents delivered via courier companies and by post. No official is going to sign the receipt of the tender document.
- 2.21. Tender documents must be submitted in a sealed envelope clearly marked with the project name and number.
- 2.22. Fully completed and signed tender documents must be deposited into the tender box located at Mogwadi old building, next to Cashier's office.
- 2.23. The Municipality is strictly not obliged to appoint the lowest or cheapest bidder.
- 2.24. Due to the Covid19 Pandemic, Bidding processes shall be subject to the regulations as stated by the President of the Republic of South Africa.



**DEMARCATIION 250 SITES AT MOGWADI TOWN**

**CONTENTS**

**PART T1: BIDDING PROCEDURES**

- T1.1 Notice and Invitation to Bid ..... (WHITE)
- T1.2 Bid Data .....(PINK)

**PART T2: RETURNABLE DOCUMENTS .....**

- T2.1 Returnable Schedules required for Bid Evaluation Purposes ..... (YELLOW)
- T2.2 Other Documents required for Bid Evaluation Purposes ..... (YELLOW)
- T2.3 Returnable Schedules that will be Incorporated in the Contract ..... (YELLOW)

**PART T3: TENDER SPECIFICATION..... (WHITE)**

**THE CONTRACT**

**PART C1: AGREEMENT AND CONTRACT DATA**

- C1.1 Form of Offer and Acceptance ..... (WHITE)

**PART C2: PRICING DATA**

- C2.1 Pricing Instructions..... (YELLOW)

**Part C3: Scope of Work**

- C3.1 Scope of work .....(BLUE)
- C3.2 Standard Specifications .....(BLUE)



## Invitation to Tender

Molemole Local municipality would like to appoint a competent service provider registered on the national Central Supplier Database to demarcate 250 sites at Mogwadi town.

Tender documents containing the Conditions of Tender, Evaluation criteria as well as the applicable procurement terms and conditions can be downloaded from [www.etenders.gov.za/www.molemole.gov.za](http://www.etenders.gov.za/www.molemole.gov.za) as from 01 October 2021

**NB. NO BRIEFING SESSION DUE TO COVID19 PANDEMIC.**

Project Number	Bid Description	Compulsory Briefing Session	Preference Point System	Closing Date and Time	Contact Person
LED&P-002-2021/22	Demarcation of 250 sites at mogwadi town	N/A	80/20 preference point system 100 Points Functionality 80 minimum qualifying score for evaluation on 80/20	15 October 2021 at 11h00 am.	Mr. Mashotja MF Tel:015 501 2300

Complete tender documents, fully priced and signed with all the necessary documents attached, must be sealed in an envelope marked "TENDER" Description of Project / Project Number" as mentioned above. Closing date of this tender is 15 October 2021 @ 11h00am and should be deposited in the tender box at the Mogwadi Municipal offices. Documents returned after the date and time will be returned unopened.

When downloaded from the municipal website, tender documents are uncontrolled and the responsibility lies with the bidder to ensure the printout is in line with the Authorized Version on the system.

The Municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework of 2000, on a 80/20 point system. Tenders will remain valid for 90 (ninety) days. The Municipality reserves the right to appoint or not appoint any bidder.

Enquiries related to this tender and Technical Queries should be addressed to Mr. Mashotja MF at (015) 501 2300 or 015 501 2301 during working hours.

Municipal Address  
**Mr. ML MOSENA**  
**Municipal Manager**  
**Molemole Municipality**  
**Mogwadi**  
**0715**

## LED&P-002-2021/22

### T1.2 BID DATA

The **Standard Conditions of Bid** makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager MOLEMOLE Local Municipality 303 Church Street MOGWADI 0715
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's Agent is: Name: Mr Mashotja MF Address: 303 Church Street Mogwadi 0715 Tel: 015 501 2300
F2.1	<b>Eligibility requirements</b> Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders
F.1.10 CERTIFICATES AND ATTACHMENTS	The bidder is required to attach the following Valid documents to the tender Document: <ol style="list-style-type: none"><li>The recent up-to-date central supplier database(CSD) registration report detailing all compliance requirements; [Last verified between the <b>advert date</b> and the <b>closing date</b>];</li><li>The Master Registration Number</li><li>Copy of the statement of municipal rates and taxes for the company or of its directors (not in arrears for more than three (3) months before the closing date), 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 the closing date). 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).</li><li>Certified copy of registration certificate with SACPLAN (South African Council For Planners) as a Technical/Professional planner</li><li>If Joint Venture attach a signed joint venture agreement</li><li>If joint Venture each party/Company must attach <b>a.</b> to <b>c.</b></li></ol>
F.1.11 OPENING OF BID SUBMISSIONS	The time and location for opening of the bid offers Immediately after the closing time <b>11H00am</b> on the closing date 15 October 2021 Location: MOLEMOLE Local Municipality- Old Municipal Building 303 Church street Mogwadi 0715 Any bid received after the deadline for submission of bids prescribed, will be rejected and/or returned unopened to the Bidder.
F.1.12	A two-envelope procedure will <b>not</b> be followed.



## LED&P-002-2021/22

TWO-ENVELOPE SYSTEM	
F.1.12  ARITHMETICAL ERRORS	<p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall take precedence.</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u></p> <p>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.</p>
F.1.13 EVALUATION OF BID OFFERS	<p>The preference procedure for evaluation of responsive bid offers shall be the <b>80/20</b> preference point system.</p> <ul style="list-style-type: none"> <li>- where 80 points will be allocated in respect of price</li> <li>- 20 points will be allocated towards targeted goals</li> </ul> <p>Note: All bids will be evaluated for functionality before the evaluation on 80/20 point system</p>
F.1.14 ACCEPTANCE OF BID OFFER	<p>Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions as detailed in this bid document, shall not be considered and shall automatically be rejected.</p>
F.1.15 PROVIDE COPIES OF THE CONTRACTS	<p>The number of paper copies of the signed contract to be provided by Molemole Municipality is <b>one</b>.</p>
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> <li>1 The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the contract.</li> <li>2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</li> <li>3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity.</li> <li>4 The bid document shall be submitted as a whole and shall <b>not</b> be submitted in parts.</li> <li>5 <b>List of returnable documents (PART T2) must be completed in full.</b> (i.e.: A bidder's company profile <b>will not</b> be used by the MLM to complete PART T2 on behalf of the bidder)</li> </ol> <p><b>NB: If PART T2 is not completed in full by the bidder, the offer will be rejected.</b></p>
F.2.1 ELIGIBILITY	<p>Companies that fit all the requirements of this bid as specified.</p>
F.2.12 ALTERNATIVE TENDER OFFERS	<p><i>No alternative bid is to be accepted!</i></p>
F.2.7	<p>Not Applicable</p>

## LED&P-002-2021/22

CLARIFICATION MEETING	
F.2.13.2 SUBMITTING A TENDER OFFER	The <b>whole original</b> bid document, <b>as issued by the Municipality</b> , shall be submitted. <b>No copies will be accepted.</b> Bids may only be submitted on the Bid documentation issued by the municipality
F.2.14 CLOSING DATE & TIME	DATE:15 October 2021 TIME : 11H00 am It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline. <b>Late, faxed or e-mailed tenders will not be considered.</b>
F.2.15 TENDER OFFER VALIDITY	1. The employer will have up to 90 days (working days) from the closing date within which to consider submitted bids. 2. The successful bidder will have up to 14 days to respond to the service offer.
F2.18	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy eligibility requirements.

## F.1 Standard Conditions of the Bid

### F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly with openness and transparency.

### F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

### F.1.3 Interpretation

F.1.3.1. the tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2. these conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling of expressions of interest, the following definitions apply:

a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

### F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

### F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months.

## F.2 Tenderer's obligations

### F.2.1 Eligibility

## **LED&P-002-2021/22**

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his/ her principals, is not under any restriction to do business with the employer.

### **F.2.2 Cost of tendering**

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer to satisfy requirements.

It is a term of this bid that the employer is indemnified from any liability arising or accruing from expenses or damages or losses incurred by the bidder including in the event the employer opts to cancel or discontinue the bidding process of this tender.

### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **F.2.4 Confidentiality and copyright of documents<sup>1</sup>**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential. All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law.

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting are stated in the tender data.

### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing date stated in the tender data.

### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer

## **LED&P-002-2021/22**

is required to seek adequate cover for covering liability that may ensue while delivering copiers to the employer.

### **F.2.10 Pricing the tender offer**

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes, Value Added Tax (VAT), and other levies payable to the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

F.2.10.2 Provide rates and prices that are fixed for the duration of the contract, payable after delivery of the copiers, subject to inspection by the Employer.

F.2.10.3 State the rates and prices in South African Rand.

F.2.10.4 The municipality has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract

### **F.2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid or TIPPEX are prohibited.

### **F.2.12 Alternative tender offers**

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements of the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

### **F.2.13 Submitting a tender offer**

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

F.2.13.4 Sign the original copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state; which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original package marking the package as "ORIGINAL"

F.2.13.6 Seal the original tender offer package in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

## **LED&P-002-2021/22**

### **F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, will be regarded by the employer as non-responsive.

### **F.2.15 Closing Time**

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, facsimile or e-mail.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

### **F.2.16 Tender Offer Validity**

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

### **F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both).

No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.**

### **F.2.18 Provide other material**

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

### **F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

### **F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

### **F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

### **F.2.22 Return of other tender documents**

## **LED&P-002-2021/22**

If so instructed by the employer, return all retained tender documents within twenty eight (28) days after the expiry of the validity period stated in the tender data.

### **F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

### **F.3 The employer's undertakings**

#### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

#### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

#### **F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

#### **F.3.4 Opening of tender submissions**

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon a formal request.

#### **F.3.5 Two-envelope system**

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

## **LED&P-002-2021/22**

### **F.3.6 Non-disclosure**

To not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **F.3.8 Test for responsiveness**

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a. Complies with the requirements of these Conditions of Tender,
- b. Has been properly and fully completed and signed, and

### **F.3.9 Arithmetical errors**

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a. Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.
- b. If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the total shall be corrected.
- c. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the rate shall govern and the tenderer will be asked to revise selected item prices to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his/ her arithmetical errors in the manner described in F.3.9.1.

### **F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **F.3.11 Evaluation Methodology**

- a. In addition to all items highlighted under Page 2 titled **“Very Important Notice on Disqualifications”**, the tenders will be evaluated in terms of the Municipality Supply Chain Management policy, Preferential Procurement Framework Act (Act 5 of 2000) and its regulations as enacted in 2001.
- b. Tenders will be evaluated using the 80/20 points allocation system. The total points out of a possible maximum of 100 will be calculated using various formulae to calculate price as well as for preferential procurement.



## **LED&P-002-2021/22**

### **F.3.13 Acceptance of tender offer**

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his/her tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

### **F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, the employer will publicise a list of successful bidders on the municipal website

### **F.3.14 Municipality's right to accept or reject any or all Bids**

*The municipality reserves the right to:*

- Accept or reject any bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.
- Accept one or more bids submissions.
- Reject all bids submitted.
- Request further information from any bidder after the closing date.
- Cancel this bid or any part thereof any time, or
- Award this bid or any part thereof to any one or more bidders.
- Vary the site or number of sites and/or guards due to operational or budgetary requirements.

### **F.3.15. Prepare contract documents**

Revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- addenda issued during the tender period,
- inclusion of the returnable documents,
- other revisions agreed between the employer and the successful tenderer, and
- the schedule of deviations attached to the form of offer and acceptance, if any.

### **F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance within fourteen (14) days after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

### F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

### 3. List of attachments required for Evaluation Purposes

- a. The recent up-to-date central supplier database(CSD) registration report detailing all compliance requirements; [Last verified between the **advert date** and the **closing date**];
- b. Tax compliance status pin
- c. Copy of the statement of municipal rates and taxes for the company or of its directors (not in arrears for more than three (3) months before the closing date), 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 the closing date). 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).
- d. Certified copy of SACPLAN (South African Council For Planners) certificate as a Technical/Professional planner and/ or Certified copy of registration certificate with PLATO (South African Council for professional and technical surveyors) of the company director.
- e. If Joint Venture attach a signed joint venture agreement
- f. If joint Venture each party/Company must attach **a.** to **d.**

### 4. EVALUATION METHODOLOGY

**Bids will be evaluated in terms of the following 2 stages:**

#### **Stage 1: Evaluation on functionality**

Under functionality, Bidders must achieve a minimum of 80% ((rounded to the nearest decimal point)) for functionality (quality) in order to be considered for further evaluation in stage 2 (Evaluation on Price and BBBEE). Bidders that score less than 80% (rounded to the nearest decimal point) will be disqualified.

**NB: Only the combined Price & BBBEE points will determine the highest point scoring bidder to be awarded the contract.**

#### • **Guidelines for Evaluation using the Weighting method**

- a. Score sheets will be prepared and provided to panel members to evaluate the bids.
- b. The score sheet should contain all the criteria and the weight for each criterion as well as the values to be applied for evaluation as indicated in the bid documents.
- c. Each panel member should after thorough evaluation independently award his / her own value to each individual criterion.
- d. Score sheets should be signed by panel members and if necessary, written motivation may be requested from panel members where vast discrepancies in the values awarded for each criterion exist.

**LED&P-002-2021/22**

- e. If the minimum qualifying score for functionality is indicated as a percentage in the bid documents, the percentage scored for functionality may be calculated as follows:
- i. The value awarded for each criterion should be multiplied by the weight for the relevant criterion to obtain the score for the various criteria;
  - ii. The scores for each criterion should be added to obtain the total score; and
  - iii. The following formula should be used to convert the total score to percentage for functionality:

$$Ps = (So/Ms) \times 100$$

Where:

*Ps* = percentage scored for functionality by bid under consideration

*So* = total score of bid under consideration

*Ms* = maximum possible score [the highest score by any bidder]

The percentage of each panel member should be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

<b>Criteria</b>	<b>Weights</b>	<b>Applicable values</b>
<b>Company Experience</b>	<b>30</b>	
<b>3 x</b> Successfully completed traceable projects in Demarcation of sites (attach 3 appointment letters and on client's letter head)		
<b>PROJECT METHODOLOGY</b>	<b>10</b>	
<ul style="list-style-type: none"> <li>• Work schedule with clear deliverables</li> <li>• Approach Paper on Work Schedules with clear deliverables</li> </ul>		Poor = 1 Average = 2
<b>PROPOSED KEY PERSONNEL</b>	<b>60</b>	
<p><b>Project Manager/ Town Planner</b> Attach the following:</p> <ul style="list-style-type: none"> <li>• CV indicating a minimum of three (3) years' proven experience in demarcation of sites.</li> <li>• Certified copy of National diploma in Town and Regional Planning or higher</li> </ul> <p><b>Land Surveyor</b> Attach the following:</p> <ul style="list-style-type: none"> <li>• CV indicating a minimum of three (3) years' proven experience in demarcation of sites.</li> <li>• Certified copy of National diploma in Land Surveying or higher</li> </ul>		Good = 3 Very good = 4 Excellent = 5
Total functionality Score	<b>100</b>	

**5. EVALUATION ON PRICE 80/20 AND BBBEE STATUS**

**a) Financial offer and evaluation on price points**

- Score Bid evaluation points for financial offer.
- Confirm that Bidders are eligible for the BBBEE claimed, and if so, score Bid evaluation points for BBBEE.
- Calculate total Bid evaluation points (Price points plus BBBEE points)
- Rank Bid offers from the highest number of Bid evaluation points to the lowest.
- The bidder obtaining the highest number of total points will be awarded the contract.
- Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- Points scored must be rounded off to the nearest 2 decimal places.
- In the event that two or more bids have scored equal total points, the successful bids must be the one scoring the highest number of preference points for B-BBEE.
- However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**b) Price formula**

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

Where-

P<sub>s</sub> = Points scored for price of tender under consideration;

P<sub>t</sub> = Price of tender under consideration; and

P<sub>min</sub> = Price of lowest acceptable tender.

**c) Scoring for BBBEE**

- Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2017, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million
- Bidders must attach certified copies of BBBEE to claim BBBEE points. Failure to attach the valid BBBEE points shall not disqualify the Bidder from further evaluation; but only points will be forfeited.

**B-BBEE Status Level of Contributor Number of points (80/20 system)**

**LED&P-002-2021/22**

<b>B-BBEE Contributor</b>	<b>Status</b>	<b>Level of</b>	<b>Number of Points (80/20system)</b>
<b>1</b>			<b>20</b>
<b>2</b>			<b>18</b>
<b>3</b>			<b>14</b>
<b>4</b>			<b>12</b>
<b>5</b>			<b>8</b>
<b>6</b>			<b>6</b>
<b>7</b>			<b>4</b>
<b>8</b>			<b>2</b>
<b>Non-compliant contributor</b>			<b>0</b>



**DEMARICATION OF 250 SITES AT MOGWADI TOWN**

**PART T2 LIST OF RETURNABLE DOCUMENTS**

*The bidder must complete the following returnable documents.*

- T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES .....
- T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES .....
- T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT .....
- T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT .....

**NOTE:**

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the bid. **All** the documents indicated on Part T1 must be completed and signed where applicable and submitted as a **complete set of documents**.

**T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES**

**CONTENTS**

FORM 2.1.1: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2.1.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (WHERE APPLICABLE)

FORM 2.1.3: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.4: SCHEDULE OF PROPOSED SUB-CONTRACTORS

FORM 2.1.5: FINANCIAL REFERENCES

FORM 2.1.6: DETAILS OF ALTERNATIVE BIDS SUBMITTED

FORM 2.1.7: AMENDMENTS & QUALIFICATIONS BY BIDDER

**[PLEASE NOTE IT IS COMPULSORY FOR ALL FORMS AND PAGES TO BE COMPLETED & FOR THE BID DOCUMENT TO BE FULLY INITIALIZED BY DIRECTOR]**

**FORM 2.1.1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD**

- a) Total Turnover in the previous financial year? R\_\_\_\_\_
- b)
- c) Estimated turnover for current financial year? R\_\_\_\_\_

**List your current contracts and obligations [maximum]:**

<b>Description</b>	<b>Location</b>	<b>Value (R)</b>	<b>Start date</b>	<b>Duration</b>	<b>Expected completed date</b>



**LED&P-002-2021/22**

**FORM 2.1.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURE [WRITE N/A  
IF NOT APPLICABLE]**

**[PLEASE ATTACH A CERTIFIED COPY OF THE CERTIFICATE]**

**FORM 2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER**  
**[N.B. COMPULSORY: TO BE USED FOR EVALUATION PURPOSES]**

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

**Give a minimum of two (2) names and telephone numbers and e-mail address per reference. Please provide latest contact details.**

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
	<hr/> <hr/>			
	<hr/> <hr/>			
	<hr/> <hr/>			

**FORM 2.1.4 SCHEDULE OF PROPOSED SUB-CONTRACTORS**  
**[IF NOT WRITE N/A ACROSS THE TABLE]**

Provide details on all sub-contractors you intend utilising for this contract

Type of work to be used for	a % of contract	Name of sub-contractor	B % HDI ownership	c = a x b Total contribution to HDI ownership
<b>Total % of contract sub-contracted</b>		<b>Total contribution of HDI ownership:</b>		

**FORM 2.1.5 FINANCIAL REFERENCES**

**- FINANCIAL STATEMENTS (delete which is not applicable)**

I/We \_\_\_\_\_ (name of authorized representative)

Agree / Disagree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report.

**- DETAILS OF BIDDING ENTITY'S BANK**

**If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.**

I/ We hereby authorise the Employer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO BIDDER</b>
Name of bank	
Contact person	
Branch name & code	
Street address	
Bank Telephone number	(     )
Account number	
Type of account, (i.e. cheque account)	
Bank rating [A, B, C, etc.]	

*Note: Information supplied will be treated with the strictest confidence*

Affix dated bank stamp here

**FORM 2.1.6 DETAILS OF ALTERNATIVE BIDS SUBMITTED**  
**[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]**

See condition of bid.

<b>DESCRIPTION</b>

**FORM 2.1.7 AMENDMENTS AND QUALIFICATIONS BY BIDDER**  
**[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]**

See condition of bid

Attach additional information on separate sheets and initial all of them

<b>PAGE</b>	<b>DESCRIPTION</b>



**DEMARCATIION OF 250 SITES AT MOGWADI TOWN**

**T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES**

**CONTENTS**

FORM 2.2.1 DECLARATION

FORM 2.2.2 DECLARATION OF INTEREST

FORM 2.2.5 SBD 9

**FORM 2.2.2 DECLARATION:**

I/ We, the undersigned:

- (a) Bid for the Demarcation of 250 sites at Mogwadi Town described both in this and the other Schedules to this Contract to which I shall annex my signature;
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding execution of duties;
- (c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; and C3", attached hereto, should this bid be accepted;
- (d) confirm that this bid may only be accepted by Molemole Local Municipality by way of a duly authorised Letter of Acceptance within fourteen (14) days from the date of appointment;
- (e) declare that we are fully acquainted with the Bid document and Schedules and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between MLM and the undersigned;
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;
- (h) acknowledge that the information furnished is true and correct;
- (i) Accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of MLM that the claims are correct. If the claims are found to be inflated, MLM may in addition to any other remedy it may have, recover from the company or me all costs, losses or damages incurred or sustained by MLM as a result of the award of the contract and/or cancel the contract and claim any damages which MLM may suffer by having to make less favourable arrangements after such cancellation;
- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears, and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was not satisfactory.

**[PLEASE SIGN ON BEHALF OF THE BIDDER]**

**Signed at** \_\_\_\_\_ **on this** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**Authorised Signature:** \_\_\_\_\_

**Name of Bidding Entity:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**As witness:** \_\_\_\_\_

**FORM 2.2.3 DECLARATION OF INTEREST**



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

**Full Name:** \_\_\_\_\_

**Identity Number:** \_\_\_\_\_

**Tax Number:** \_\_\_\_\_

**VAT Number:** \_\_\_\_\_

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

If yes, furnish particulars \_\_\_\_\_

3.2 Have you been in the service of the state for the past twelve (12) months? **YES / NO**

If yes, furnish particulars \_\_\_\_\_

3.3 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO** \_\_\_\_\_

If yes, furnish particulars \_\_\_\_\_

3.4 Are any of the company's directors, managers, shareholders or stakeholders in service of the state?

**YES / NO**

If yes, furnish particulars \_\_\_\_\_

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

If yes, furnish particulars \_\_\_\_\_

\* SCM 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.

**LED&P-002-2021/22**

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.**

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE AUTOMATICALLY REJECTED.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company Name

**FORM 2.2.4 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- a) This Standard Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- b) Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup>
- c) Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - i. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - ii. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- d) 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.
- e) In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**MBD 9**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

I certify, on behalf of

\_\_\_\_\_

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - has been requested to submit a bid in response to this bid invitation;
  - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.

## LED&P-002-2021/22

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

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

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

**[PLEASE SIGN BELOW ON BEHALF OF THE BIDDER]**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of Bidder**

**PART T3: TENDER SPECIFICATIONS****DEMARCATIION OF 250 SITES AT MOGWADI TOWN**

Demarcation of 250 sites at Mogwadi Town

No.	Description	Quantity	Total Price
1.	<ul style="list-style-type: none"> <li>Motivation Memorandum</li> </ul>	5	
2.	<ul style="list-style-type: none"> <li>Scoping Report &amp; acknowledgement letter of final submission of scoping report or EIA.</li> </ul>	5	
3.	<ul style="list-style-type: none"> <li>Flood line certificate signed by <b>Professional Engineer</b> (if the area is affected, flood line must be indicated on the layout plan).</li> </ul>	5	
4.	<ul style="list-style-type: none"> <li>Locality Plan and Layout plan</li> </ul>	5	
5.	<ul style="list-style-type: none"> <li>Topographical plan</li> </ul>	5	
6.	<ul style="list-style-type: none"> <li>General Plan</li> </ul>	5	
7.	<ul style="list-style-type: none"> <li>Electronic application on a compatible disc</li> </ul>	3	
<b>Subtotal (Excluding Vat)</b>			
<b>Vat 15%</b>			
<b>Total (Vat Inclusive)</b>			
<i>This should be the same bid amount in the front page</i>			

**LED&P-002-2021/22**

**T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT**

**CONTENTS**

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS

**FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS**  
**[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]**

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

**[PLEASE SIGN BELOW FOR THE BIDDING COMPANY]**

**Signature of Authorized person:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of authorized person:** \_\_\_\_\_ **Position:** \_\_\_\_\_





**DEMARCATIION OF 250 SITES AT MOGWADI TOWN**

**PART C1 AGREEMENT AND CONTRACT DATA**

C1.1 FORM OF OFFER AND ACCEPTANCE

C.1.2 SCHEDULE OF DEVIATIONS [WRITE N/A IF NOT APPLICABLE]

**C1.1 FORM OF OFFER AND ACCEPTANCE [COMPULSORY]**

**FORM OF OFFER AND ACCEPTANCE (AGREEMENT)**

**1. OFFER BY THE BIDDING COMPANY**

**The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: DEMARCATION OF 250 SITES AT MOGWADI TOWN**

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder 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 PRICE AMOUNT INCLUSIVE OF VALUE ADDED TAX:**

IN WORDS:

---

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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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

**FOR AND ON BEHALF ON THE BIDDER [PLEASE SIGN]:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_ Capacity \_\_\_\_\_

(Bidding Company Name) \_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**1. ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

- Part C1      Agreements and Contract Data, (which includes this Agreement)
  
- Part C2      Pricing Data
  
- Part C3      Scope of Work

AND Documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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 authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement. Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

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

**FOR THE EMPLOYER: MOLEMOLE LOCAL MUNICIPALITY [TO BE SIGNED BY MUNICIPAL MANAGER]**

Signature(s) \_\_\_\_\_

Name                    \_\_\_\_\_

Capacity                \_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature                \_\_\_\_\_

Date                        \_\_\_\_\_

**C.1.2 SCHEDULE OF DEVIATIONS [WRITE N/A IF NOT APPLICABLE]**

Notes:

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

**1 Subject** \_\_\_\_\_  
Details \_\_\_\_\_

**2 Subject** \_\_\_\_\_  
Details \_\_\_\_\_

**3 Subject** \_\_\_\_\_  
Details \_\_\_\_\_

**4 Subject** \_\_\_\_\_  
Details \_\_\_\_\_

**5 Subject** \_\_\_\_\_  
Details \_\_\_\_\_

**6 Subject** \_\_\_\_\_  
Details \_\_\_\_\_

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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

**LED&P-002-2021/22**

**FOR THE BIDDER [PLEASE SIGN]:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

(Bidder's Name) \_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE EMPLOYER: MOLEMOLE LOCAL MUNICIPALITY [PLEASE SIGN]**

Signature(s) \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



## **PART C2 PRICING DATA**

### **C2.1 PRICING INSTRUCTIONS**

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the: DEMARCATION OF 250 SITES AT MOGWADI TOWN. and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the stated rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single stated sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The stated rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

Rates quoted are fixed and quoted in ZAR currency; and shall not in any way be affected by rand/dollar exchange rate or any currency.

## LED&P-002-2021/22

8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work. Should be quoted in ZAR currency only
Amount	:	The quantity of an item multiplied by the bid rate of the (same) item. Should be quoted in ZAR currency only
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units. Should be quoted in ZAR currency only

10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

## LED&P-002-2021/22

### PRICING SCHEDULE

No.	Description	Quantity	Total Price
1.	<ul style="list-style-type: none"><li>Motivation Memorandum</li></ul>	5	
2.	<ul style="list-style-type: none"><li>Scoping Report &amp; acknowledgement letter of final submission of scoping report or EIA.</li></ul>	5	
3.	<ul style="list-style-type: none"><li>Flood line certificate signed by <b>Professional Engineer</b> (if the area is affected, flood line must be indicated on the layout plan).</li></ul>	5	
4.	<ul style="list-style-type: none"><li>Locality Plan and Layout plan</li></ul>	5	
5.	<ul style="list-style-type: none"><li>Topographical plan</li></ul>	5	
6.	<ul style="list-style-type: none"><li>General Plan</li></ul>	5	
7.	<ul style="list-style-type: none"><li>Electronic application on a compatible disc</li></ul>	3	
<b>Subtotal (Excluding Vat)</b>			
<b>Vat 15%</b>			
<b>Total (Vat Inclusive)</b>			
<i>This should be the same bid amount in the front page</i>			