TENDER DOCUMENT

Molemole Municipality

PROJECT NAME	PROJECT NUMBER
COMPILATION OF SPATIAL DEVELOPMENT FRAMEWORK	LED&P-003-2026/27

Contact : Mr. Mashoja MF : LED and Planning

Tel : (015) 501 0243/4 Fax : (015) 501 0419

COMPANY NAME	

THE TOTAL FULL PRICE OFFER INCLUDING VALUE ADDED TAX IS:

R_____ (In figures)

CONTACT PERSON: _____

CONTACT NUMBER: _____

EMAIL ADDRESS: _____

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

PROJECT NO: LED&P-003-2026/27

1. FULL DESCRIPTION OF THE TENDER

Molemole Local Municipality invites bids from suitably qualified and experienced professional service providers, registered on the National Treasury Central Supplier Database to compile Spatial Development Framework for Molemole Municipality.

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 for every joint-venture member.

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 IDP Mr. Mashotja MF email: mashotjamf@molemole.gov.za.

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.

2.9 All Pages within the Bid document **must** be fully initialized and or signed by Company Director or any authorised personnel.

2.10 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.

An appeal must contain the following:

2.10.1 Reasons and/or grounds for the appeal

2.10.2 The way in which the appellant's rights have been affected

2.10.3 Remedy sought by appellant

2.11 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: info@molemole.gov.za

2.12 Bidders will be disqualified if:

2.12.1 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.

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

2.12.3 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;

2.12.4 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;

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

2.13.1 Who is in the service of the state, or;

2.13.2 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;

2.13.3 Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?

2.14 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.

2.15 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.

2.16 Bids received by telegram, fax or e-mail will not be considered. Late bids shall neither be accepted nor considered.

2.17 Bidders are advised to fully index and attach a table of contents for their attachments.

2.18 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.

2.19 Tender documents must be submitted in a sealed envelope clearly marked with the project name and number.

2.20 Fully completed and signed tender documents must be deposited into the tender box located at Mogwadi old building, next to Cashier's office.

2.21 The Municipality is strictly not obliged to appoint the lowest or cheapest bidder.

PROJECT NO: LED&P-003-2026/27

COMPILATION OF SPATIAL DEVELOPMENT FRAMEWORK

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PROJECT NO: LED&P-003-2026/27



COMPILATION OF SPATIAL DEVELOPMENT FRAMEWORK

T1.1 BID NOTICE AND INVITATION TO BID

Molemole Local Municipality invites bids from suitably qualified and experienced professional service providers, registered on the National Treasury Central Supplier Database to compile Spatial Development Framework for Molemole Municipality.

NO BRIEFING SESSION WILL BE HELD FOR THE PROJECT
Tender documents containing the Conditions of Tender, Evaluation criteria as well as the applicable procurement terms and conditions will be available from the **15 SEPTEMBER 2026**. (www.molemole.gov.za)
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.

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 and time for submission of tender bids is **30 September 2026** at 11h00.

The Municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework of 2017, on 80/20 point system. The tender will remain valid for 90 (ninety) days.

Enquiries related to this tender should be addressed to Manager: Supply Chain Management, Ms. T.D Ralephenya at (015) 501 0243/4 or 015 501 2300 during working hours.

MUNICIPAL ADDRESS:
MUNICIPAL MANAGER
MR. K.E MAKGATHO
MOLEMOLE MUNICIPALITY
PRIVATE BAG X44
MOGWADI
0715

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: Local Economic Development and Planning Address: 303 Church Street Mogwadi 0715 Tel: 015 501 0243/4
F.2.1 ELIGIBILITY	Companies that fit all the requirements of this bid as specified.
F.2.12 ALTERNATIVE TENDER OFFERS	*No alternative bid is to be accepted!*
F.2.13.2 SUBMITTING A TENDER OFFER	The **whole original** bid document, **as issued by the Municipality**, shall be submitted**. No copies will be accepted.** Bids may only be submitted on the Bid documentation issued by the municipality
F.2.14 CLOSING DATE & TIME	DATE: **30 September 2026** TIME : **11H00** It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline. **Late, faxed or e-mailed tenders will not be considered.**
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.

Clause number	Data

F.1.10 CERTIFICATES AND ATTACHMENTS	**The bidder is required to attach the following valid documents to the tender document:** **a.** The recent up-to-date central supplier data (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 and of its directors (not in arrears for more than three (3) months), if renting a lease agreement and owner's proof of municipal rates must be submitted (not in arrears for more than three (3) months). 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).Attach for both the company AND of its, where applicable. **d.** Certified copy of registration certificate with SACPLAN as Professional planner of the company director **e.** If Joint Venture attach a signed joint venture agreement **f.** If joint Venture each party must attach a. to d. above list of attachment for each Company. **NB: Failure to submit any one of the above attachments will lead to disqualification from further evaluation and functionality**
F.1.11 OPENING OF BID SUBMISSIONS	The time and location for opening of the bid offers Immediately after the closing time **11H00** on the closing date **30 September 2026** 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 TWO-ENVELOPE SYSTEM	A two-envelope procedure will **not** be followed.
F.1.12 ARITHMETICAL ERRORS	a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line item total shall be corrected. c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals. Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.
F.1.13	The preference procedure for evaluation of responsive bid offers shall be the **80/20** point preference system.

EVALUATION OF BID OFFERS	- where 80 points will be allocated in respect of price - 20 points will be allocated towards targeted goals - Note: All bids will be evaluated for functionality before the evaluation on 80/20 point system
F.1.14 ACCEPTANCE OF BID OFFER	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.
F.1.15 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by Molemole Municipality is **one.**
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	The additional conditions of bid are: 1 The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the contract. 2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity. 4 The bid document shall be submitted as a whole and shall **not** be submitted in parts. 5 **List of returnable documents (PART T2) must be completed in full.** (i.e.: A bidder's company profile **will not** be used by the MLM to complete PART T2 on behalf of the bidder) **NB: If PART T2 is not completed in full by the bidder, the offer will be rejected.**

Bid Data in detail
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
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
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 in so far 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 is required to seek adequate cover for covering liability that may ensue while delivering.

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, 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.

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

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 advice 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.

F.3.6 Non-disclosure

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

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

c. Is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

a. Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b. Change the Employer's or the tenderer's risks and responsibilities under the contract,

c. Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

- 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.
- 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.

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.3.15 **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.3.16. 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.3.17 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.3.18 Provide copies of the contracts

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

List of attachments required for Evaluation Purposes

The bidder is required to attach the following valid documents to the tender document:

a) The recent up-to-date central supplier data (CSD) registration report detailing all compliance requirements; [Last verified between the **advert date** and the **closing date**]

b) Valid Tax compliance status pin

c) Copy of the statement of municipal rates and taxes for the **company** and 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).**Attach for both the company AND of its where applicable.**

d) Certified copy of registration certificate with **SACPLAN** as **Professional planner** of the company director

e) If Joint Venture attach a signed joint venture agreement

f) If joint Venture each party must attach **a**. to **d**. above list of attachment for each Company.

NB: Failure to submit any one of the above attachments will lead to disqualification from further evaluation and functionality

3. EVALUATION METHODOLOGY

3.1 Bids will be evaluated and adjudicated in terms of the following two stages:

Stage 1: Evaluation on functionality

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

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.
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:
f. The value awarded for each criterion should be multiplied by the weight for the relevant criterion to obtain the score for the various criteria;
g. The scores for each criterion should be added to obtain the total score; and
h. The following formula should be used to convert the total score to percentage for functionality: *Ps = (So/Ms) x 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]

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 Specific Goals). Bidders that score less than **80%** (rounded to the nearest decimal point) will be disqualified.

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

PROJECT NO: LED&P-003-2026/27

Criteria	Weights	Applicable values
Company Experience	40	
➢ **4 X** Successfully completed traceable projects in Municipal, district or provincial Spatial Development Frameworks; Regional spatial development plans; Precinct, nodal or settlement spatial plans. **Attach official appointment letters or purchase orders and reference letters**		Poor = 1 Average = 2 Good = 3 Very good = 4 Excellent = 5
PROPOSED KEY PERSONNEL	**50**	
Project Manager (20) • Certified copy of NQF Level 7 or higher qualification in Town and Regional Planning/ Urban and Regional Planning, or an equivalent field. • Certified copy of registration certificate with SACPLAN as Technical/Professional planner • A CV indicating a minimum of eight (8) years of relevant experience in development of Spatial Development Framework, precinct plans/ local Spatial Development Framework. Policy formulation and preparation of municipal planning documents. **GIS specialist/ designer (15)** • Certified copy of NQF Level 6 or higher GIS, geo-informatics, geography, geomatics or related qualification; • CV indicating a minimum of five years' relevant GIS experience with municipal spatial databases, metadata, map atlases and editable GIS handover. **Environmental specialist (15)** • Certified copy of NQF Level 6 or higher qualification in environmental science, environmental management, natural-resource, agricultural or related qualification.		

Criteria	Weights	Applicable values
• A CV indicating a minimum of five (5) years of proven experience in biodiversity, wetlands, climate risks, disaster hazards, agricultural land and environmental constraints		
PROJECT METHODOLOGY	**10**	
• Work schedule with clear deliverables		
Total functionality Score	**100**	

The Municipality reserves the right to verify the authenticity of the attachments relating to the above. Bidders will be disqualified and possible legal action will be taken if it can be found that a bidder submitted fake documents

Stage 2: Evaluation on Price and Specific Goals

EVALUATION METHODOLOGY

Evaluation on Price 80/20 and SPECIFIC GOAL status

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

- Score Bid evaluation points for financial offer.
- Confirm that Bidders are eligible for the SPECIFIC GOAL claimed, and if so, score Bid evaluation points for SPECIFIC GOAL.
- Calculate total Bid evaluation points (Price points plus SPECIFIC GOAL 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 SPECIFIC GOAL
- However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for SPECIFIC GOAL, 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

$$Np = 80[1 - Pt - Pmin)]$$
$$Pmin$$

Where:

Np = the number of bid/tender adjudication points awarded for price.

Pt = the bid/tender sum (corrected if applicable) of the responsive bid under consideration.

Pmin = the bid/tender sum (corrected if applicable) of the lowest responsive tender/bid

Evaluation on Price 80/20 and SPECIFIC GOAL status

- Bidders must attach following supporting documents to claim points. Failure to attach the valid documents shall not disqualify the Bidder from further evaluation; but only points will be forfeited.

Preference Points for specific Goals	**Means of Verification**	**Points**
People or Business residing within Molemole Local Municipality	Statement of municipal rates or Proof of residents from Traditional Authority	5
Woman-ownership of 51% and above (less than 51% of woman ownership prorate will apply)	Identification Document and Company and Intellectual Property Commission (CIPC) document.	5
People with Disability	Medical Report indicating Disability	5
Youth (18 to 34 years) ownership of 51% and above (less than 51% prorate will apply)	Identification Document	5

PROJECT NO: LED&P-003-2026/27

COMPILATION OF SPATIAL DEVELOPMENT FRAMEWORK

ART 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 .....

PROJECT NO: LED&P-003-2026/27

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 2.1.5: 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 TO BE COMPLETED. WRITE N/A
ACROSS THE TABLE IF NOT APPLICABLE. ANNEX SIGNATURE EVEN IF YOU WROTE N/A]**

PROJECT NO: LED&P-003-2026/27
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 (IF ANY) and obligations [maximum]:

Description	Location	Value (R)	Start date	Duration	Expected completed date

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

PLEASE ATTACHED 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 maximum of three (03) names and telephone numbers and e-mail address per reference. Please provide latest contact details.

CLIENT NAME AND PLACE WHERE PROJECT WASIMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD

	_____ _____			
	_____ _____			
	_____ _____			

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	**TEL NO & EMAIL ADDRESS**	**DESCRIPTION OF WORK**	**CONTRACT VALUE (R)**	**DURATION CONTRACT PERIOD**
	_____ _____			

	_____ _____			

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 subcontractor	b % HDI owner-ship	c = a x b Total contribution to HDI ownership
Total % of contract subcontracted		**Total contribution of HDI ownership:**		

FORM 2.1.5 FINANCIAL REFERENCES

FINANCIAL STATEMENTS (delete which is not applicable)

I/We _____ (name of authorized representative

Confirm that we have attached audited copy of financial statements for the past three years 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:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name & code	
Street address	
Bank Telephone number	( )
Account number	
Type of account, (i.e. cheque account)	

Attach Bank letter

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

See condition of bid.

DESCRIPTION

FORM 2.1.7 AMENDMENTS AND QUALIFICATIONS BY BIDDER

PROJECT NO: LED&P-003-2026/27
[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

See condition of bid
Attach additional information on a separate sheets and initial all of them

PAGE	DESCRIPTION

PROJECT NO: LED&P-003-2026/27

COMPILATION OF SPATIAL DEVELOPMENT FRAMEWORK

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.2.1 DECLARATION

FORM 2.2.2 DECLARATION OF INTEREST

FORM 2.2.3 MBD 9

FORM 2.2.1 DECLARATION:

I/ We, the undersigned:

(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 bidding company 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: _____

PROJECT NO: LED&P-003-2026/27
Date: _____

As witness: _____

FORM 2.2.2 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** _____
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature

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 _____

[] 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);

.

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 _____

_____

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

PROJECT NO: LED&P-003-2026/27
MBD 9 FORM 2.2.3 CERTIFICATE OF INDEPENDENT BID DETERMINATION

a) This Municipal Bidding Document (MBD) must form part of all bids[1] 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).[2]

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:

[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.

MB

D 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

PROJECT NO: LED&P-003-2026/27

(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[3] 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.

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

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

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

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

[PLEASE SIGN BELOW ON BEHALF OF THE BIDDER]

_____	_____
Signature	**Date**
_____	_____
Position	**Name of Bidder**

COMPILATION OF SPATIAL DEVELOPMENT FRAMEWORK

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

CONTENTS

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT NO: LED&P-003-2026/27
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: _____

PROJECT NO: LED&P-003-2026/27

PART T3: TENDER SPECIFICATIONS

FULL DESCRIPTION OF THE TENDER

The primary study area comprises all Wards of Molemole Local Municipality. Contextual analysis must consider functional relationships with the remainder of Molemole and neighbouring municipalities. Detailed fieldwork, spatial proposals and implementation actions must focus on the Molemole municipal area. It will be undertaken in the following phases:

Phase 1	Spatial vision and objectives
Phase 2:	Data audit, collection and field verification
Phase 3:	Spatial proposal, status quo and diagnostic
Phase 4:	Implementation framework
Phase 5:	Consultation phase
Phase 6:	Finalisation and approval
.	

Molemole Municipality

COMPILATION OF SPATIAL DEVELOPMENT FRAMEWORK

PART C1 PRICING DATA

C1.1 PRICING INSTRUCTIONS

1 The General Conditions of Contract, the Contract Data and the Project Specifications shall be read in conjunction with the Bill of Quantities.

2 The Bill comprises items to be conducted in line with prescribes of Spatial Planning And Land Use Management Act and Guidelines of compiling Spatial Develepment Framework. .

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 Company 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 **Compilation Of Spatial Development Framework** 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.

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 bidded rate of the (same) item. Should be quoted in ZAR currency only
Sum	:	An amount bidded 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:

No	=	No
%	=	Percentage
Prov Sum	=	Provisional Sum

PROJECT NO: LED&P-003-2026/27

COMPILATION OF SPATIAL DEVELOPMENT FRAMEWORK

PRICING SCHEDULE

ITEM	DELIVERABLE	AMOUNT INCL. VAT
1	Spatial vision and objectives	
2	Spatial analysis	
3	Spatial proposal, status quo and diagnostic	
4	Implementation framework	
5	Consultation phase	
6	Finalisation and approval	
	TOTAL EXCLUDING VAT	
	VAT	
	TOTAL INCLUDING VAT	

PROJECT NO: LED&P-003-2026/27

COMPILATION OF SPATIAL DEVELOPMENT FRAMEWORK

PART C2 AGREEMENT AND CONTRACT DATA

C2.1 FORM OF OFFER AND ACCEPTANCE

C2.2 CONTRACT DATA

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: Compilation of Spatial Development Framework

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 TOTAL BID PRICE: (INCLUSIVE OF VAT)

IN WORDS:

_____

_____

(IN FIGURES), R

_____

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: _____

2. 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	Pricing Data
Part C2	Agreements and Contract Data, (which includes this Agreement)
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 _____

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 _____

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.

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 _____

----------END----------